# **City of Pensacola**



Agenda - Final

# **Community Redevelopment Agency**

	The City of Pensacola Community Redeve created by the City Council and is a deper in accordance with the Florida State Sta (Resolution No. 55-80 adopted on Septe amended Resolution No. 22-10 adopted on	ndent special district atutes Chapter 189 mber 25, 1980; and
Monday, August 15, 2022	3:30 PM	Hagler-Mason Conference Room, 2nd Floor

Immediately following City Council Agenda Conference starting at 3:30 P.M.

# CALL MEETING TO ORDER

Members: Teniade Broughton, Chairperson, Casey Jones, Vice Chairperson, Jennifer Brahier, Ann Hill, Delarian Wiggins, Jared Moore, Sherri Myers

# **BOARD MEMBER DISCLOSURE**

Board Members disclose ownership or control of interest directly or indirectly of property in the Community Redevelopment Area

## CHAIRMAN'S REPORT

## **APPROVAL OF MINUTES**

1. <u>22-00825</u> CRA MEETING MINUTES - 07/18/2022

Attachments: CRA MEETING MINUTES- 07/18/2022

# PRESENTATIONS

## **ACTION ITEMS**

2. <u>22-00710</u> VETERAN'S MEMORIAL PARK RESTROOMS AND EDUCATIONAL CENTER

<u>Sponsors:</u> Teniade Broughton

<u>Attachments:</u> <u>Mayor's Letter of Support</u> <u>Draft Architectural Plans</u> <u>Draft Civil Plans</u>

3.	<u>2022 -04 CRA</u>	BUDGET RESOLUTION NO. 2022-04 CRA - ADOPTING A BUDGET FOR THE TAX INCREMENT FINANCING DISTRICTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022.
	<u>Sponsors:</u>	Teniade Broughton
	<u>Attachments:</u>	Budget Resolution No. 2022-04 CRA
4.	<u>22-00335</u>	2017 AND 2019 REDEVELOPMENT BOND PRIORITIES
	<u>Sponsors:</u>	Teniade Broughton
	<u>Attachments:</u>	Eastside Bonds Expenditures & Balances - 08.04.2022.pdf
		Westside Bonds - Expenditures & Balances - 08.04.2022.pdf
		2017 Urban Core Bonds - Expenditures & Balances - 08.04.2022.pdf
		2019 Urban Core Bonds - Expenditures & Balances - 08.04.2022.pdf
5.	<u>22-00803</u>	FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT
	<u>Sponsors:</u>	Teniade Broughton
	<u>Attachments:</u>	FY2023 Community Policing Interlocal Agreement
6.	<u>22-00804</u>	INTERLOCAL AGREEMENT FOR CRA MAINTENANCE AND MANAGEMENT SERVICES
	<u>Sponsors:</u>	Teniade Broughton
	<u>Attachments:</u>	CRA Maintenance and Management Interlocal Agreement
7.	<u>22-00805</u>	BRUCE BEACH PARK PHASE 1 - CONSTRUCTION ADMINISTRATION
	<u>Sponsors:</u>	Teniade Broughton

## DISCUSSION ITEMS

## OPEN FORUM

## ADJOURNMENT

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 436-5640 (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.

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.

2



Memorandum

File #: 22-00825

Community Redevelopment Agency 8/15/2022

# SUBJECT:

CRA MEETING MINUTES - 07/18/2022



# City of Pensacola

# COMMUNITY REDEVELOPMENT AGENCY

**Meeting Minutes** 

July 18, 2022, 5:52 P.M. Hagler Masc	on Conference Room
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The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Broughton at 5:52 P.M. (Immediately following the 3:30 P.M. City Council Agenda Conference).

# CALL MEETING TO ORDER

CRA MEMBERS PRESENT:	Teniade Broughton, Casey Jones, Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers
CRA MEMBERS ABSENT:	None

Public participation was available as follows:

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.

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

Live meeting video: cityofpensacola.com/428/Live-Meeting-Video. Public input form here: www.cityofpensacola.com/CRAInput.

# BOARD MEMBER DISCLOSURE

# BOARD MEMBERS DISCLOSE OWNERSHIP OR CONTROL OF INTEREST DIRECTLY OR INDIRECTLY OF PROPERTY IN THE COMMUNITY REDEVELOPMENT AREA.

CRA Members Hill and Wiggins disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

# **CHAIRMAN'S REPORT**

None.

City of Pensacola

# APPROVAL OF MINUTES

1. <u>22-00707</u> CRA MEETING MINUTES - 6/13/2022

A motion was made by CRA Member Casey Jones, seconded by CRA Member Jared Moore.

The motion carried the following vote:

- Yes: 7 Teniade Broughton, Casey Jones, Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers
- No: 0 None

# PRESENTATIONS

None.

# **ACTION ITEMS**

# 2. <u>22-00712</u> DIB WORK PLAN AND REPORT OF ACCOMPLISHMENTS

**Recommendation:** That the Community Redevelopment Agency approve the Pensacola Downtown Improvement Board (DIB) Fiscal Year 2023 Work Plan.

# A motion was made by CRA Member Casey Jones, seconded by CRA Member Jennifer Brahier.

CRA Manager Helen Gibson introduced Executive Director of the Downtown Improvement Board (DIB), Walker Wilson. Mr. Wilson gave an overview of the item and responded accordingly to questions.

# The motion carried by the following vote:

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

No: 0 None

# 3. <u>22-00714</u> SURPLUS PROPERTY FOR AFFORDABLE INFILL REDEVELOPMENT

**Recommendation:** That the Community Redevelopment Agency (CRA) declare the properties located at 2300 West Jackson Street, A (Parcel ID# 000S009060020172), 1700 Dr. Martin Luther King Jr. Drive (Parcel ID# 000S009020001101), 901 West Blount Street (Parcel ID# 000S009050016054), and 900 Block West Blount Street (Parcel ID# 000S009050009054), surplus property and available for disposition under the terms of the City of Pensacola Attainable Housing Infill Program.

# A motion was made by CRA Member Casey Jones, seconded by CRA Member Jared Moore.

CRA Manager Helen Gibson gave a brief overview of the item. Deputy City Administrator, David Forte and City Housing Director, Marcie Whitaker both spoke to the item. Staff responded accordingly to questions.

## The motion carried by the following vote:

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

No: 0 None

4. <u>2022 -03 CRA</u> RESOLUTION NO. 2022-03 CRA - ACQUIRING REAL PROPERTY AT 2700 DR. MARTIN LUTHER KING JR. DRIVE

**Recommendation:** That the Community Redevelopment Agency (CRA) adopt Resolution No. 2022-03 CRA.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA COMMUNITY REDEVELOPMENT AGENCY RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CITY AND CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2700 DR. MARTIN LUTHER KING, JR. DRIVE IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE EASTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by CRA Member Jared Moore, seconded by CRA Member Casey Jones.

CRA Manager Helen Gibson provided an overview of the resolution. City Property Lease Manager, Deana Stallworth also spoke to the item. Staff responded accordingly to questions.

# The motion carried by the following vote:

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

No: 0 None

# 5. <u>22-00709</u> AMENDMENT NO. 3 TO CONTRACT WITH SCAPE LANDSCAPE ARCHITECTURE, DPC FOR DESIGN ASSISTANCE SERVICES

**Recommendation:** That the Community Redevelopment Agency (CRA) approve Amendment No. 3 to the contract with SCAPE Landscape Architecture, DPC for design assistance services for the Hashtag and Bruce Beach Waterfront Connector Project. Further, that the CRA accept the scrivener's error in the board memo approving Amendment No. 2 of the contract, adjusting the total funding authorized by Amendment No. 2 to an amount, not to exceed \$196,000. Finally, that the CRA authorize the CRA Chairperson to take all actions necessary to execute the contract amendment.

# A motion was made by CRA Member Casey Jones, seconded by CRA Member Jared Moore.

CRA Manager Helen Gibson gave an overview of the item. Staff responded accordingly to questions.

# The motion carried by the following vote:

- Yes: 7 Teniade Broughton, Casey Jones, Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers
- No: 0 None

# DISCUSSION ITEMS

# 6. <u>22-00734</u> PROPOSED FY 2023 CRA BUDGET PRESENTATION

**Recommendation:** That the Community Redevelopment Agency (CRA) receive a presentation on the proposed Fiscal Year 2023 CRA Budget.

CRA Manager Helen Gibson introduced the item. City Finance Director Amy Lovoy provided a presentation for the item. Ms. Lovoy and staff responded accordingly to questions.

# **OPEN FORUM**

None.

# ADJOURNMENT

7:49 P.M.

APPROVED \_\_\_\_\_



Memorandum

File #: 22-00710

Community Redevelopment Agency 8/15/2022

#### ACTION ITEM

**SPONSOR:** Teniade Broughton, Chairperson

SUBJECT:

VETERAN'S MEMORIAL PARK RESTROOMS AND EDUCATIONAL CENTER

## **RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve an allocation, in the amount of \$350,000, for the construction of permanent public restrooms and an educational center at Veteran's Memorial Park, subject to rejection of the City's proposal to the State House Appropriations for \$350,000 in grant funding in support of the project. Further, in the event the grant is not received, that an agreement be brought back before the CRA for approval.

#### SUMMARY:

Veterans Memorial Park, located at 200 South 9<sup>th</sup> Avenue in Pensacola, is managed and maintained by the Veteran's Memorial Park Foundation, a non-profit organization. The Foundation has requested an allocation of \$350,000 to support construction of a permanent 1,750 square foot, single-story facility to house public restrooms, an education center and storage for the park. To fund the facilities, the City has submitted a proposal through the State House Appropriations. If the grant is received, then CRA funding will not be used for construction and instead grant funds will be utilized.

Construction of these facilities will directly contribute to the health, wellness and healing that the park provides by accommodating on-site needs of visitors. Veterans and groups use the park daily for remembrance, reflection, reunions, and recreation. Funds will provide this important heritage tourism destination with needed amenities and will maximize park usage.

## PRIOR ACTION:

None.

## FUNDING:

Budget:	\$	31,945	CRA Fund - Parks and Public Spaces
	\$	66,095	2017 Urban Core Bonds - Belmont and DeVilliers Streetscape
	\$	50,000	2017 Urban Core Bonds - Property Acq. & Redevelopment
	<u>\$</u>	201,960	CRA Fund - Belmont and DeVilliers Streetscape
	\$	350,000	

Actual: \$ 350,000

## FINANCIAL IMPACT:

Funding is available in the CRA Fund and the 2017 Series Urban Core Bond Fund. Upon approval of this item by the CRA, funding will be transferred from the Belmont and DeVilliers Streetscape project and from Property Acquisition and Redevelopment. An allocation to re-fund the Belmont and DeVilliers Streetscape Improvement project is included in the Fiscal Year 2023 budget proposal.

# LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/9/2022

# STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development Sherry Morris, Development Services Director Victoria D'Angelo, CRA Assistant Manager Adrian Stills, Parks and Recreation Director Amy Lovoy, Chief Financial Officer

# ATTACHMENTS:

- 1) Mayor's Letter of Support
- 2) Draft Architectural Plans
- 3) Draft Civil Plans

PRESENTATION: No



Office of the Mayor

August 9, 2022

City of Pensacola Community Redevelopment Agency 222 W Main Street Pensacola, FL 32502

# RE: Veterans Memorial Park Restrooms and Education Center

Dear City of Pensacola Community Redevelopment Agency Members:

As you are aware, the Veterans Memorial Park serves as a place of remembrance of the lives of America's veterans. Veterans and groups use the park daily for reflection, reunions, and recreation. The park is managed and maintained by the Veteran's Memorial Park Foundation, a non-profit organization.

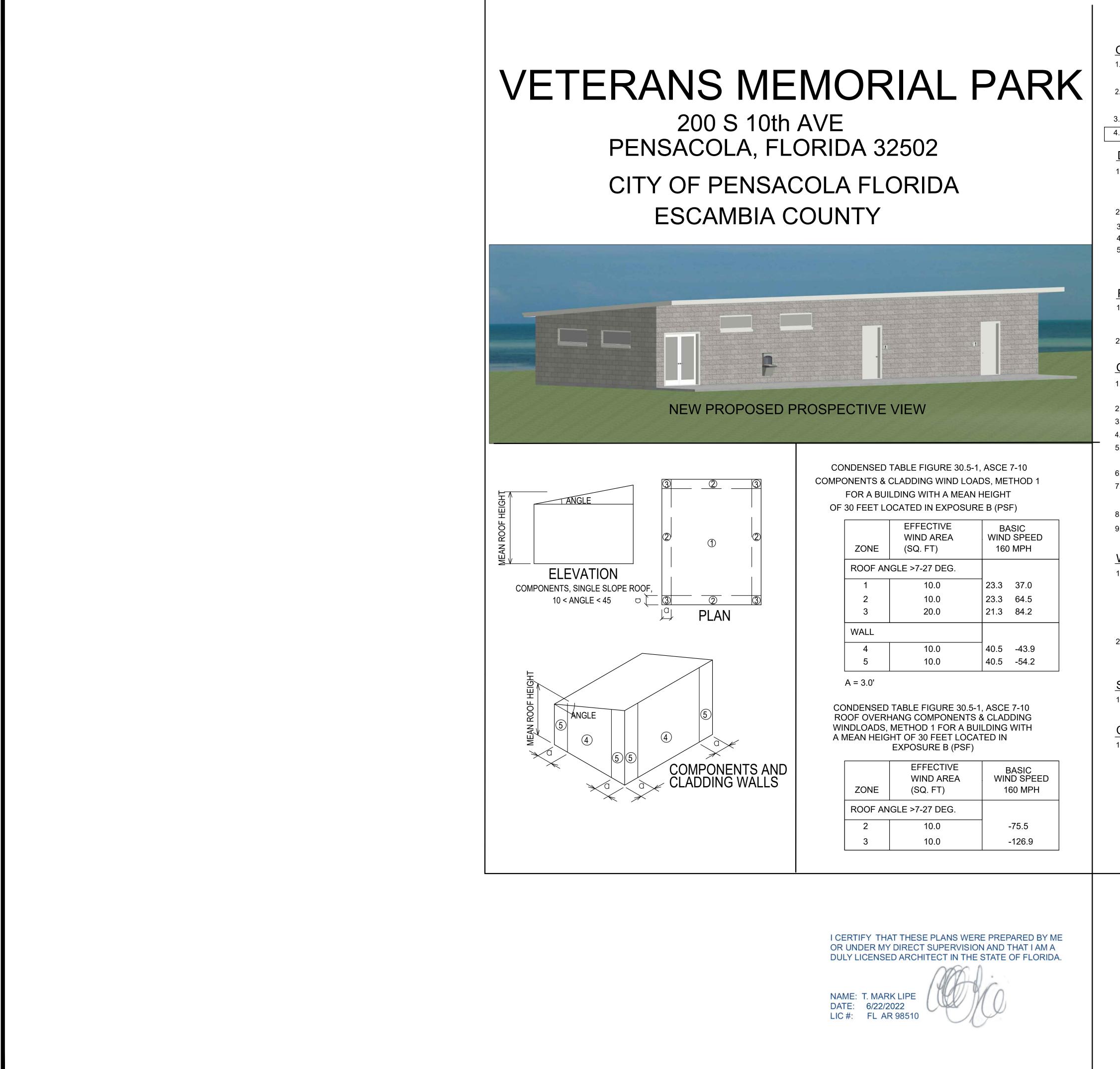
I strongly support the addition of permanent public restrooms and an education center. Restrooms will accommodate sanitation and health needs of park visitors, many of whom are veterans. This will enhance the overall experience and accessibility of the park. An educational facility will serve visitors and groups with a sheltered space for programming.

To secure funding for the improvements, we have submitted a proposal to the State House Appropriations. However, in the event the grant is not received. I am requesting the CRA's support for the project. I hope you will consider my request favorably.

Sincerely,

Grover C. Robinson IV

Mavor



# STRUCTURAL NOTES:

# GENERAL NOTES

1. CONTRACTOR SHALL NOTIFY ENGINEER IMEDIATELY OF ANY CONFLICTS WITHIN DOCUMENTS, OR BETWEEN DOCUMENTS AND CODES.

2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND JOB CONDITIONS ON SITE BEFORE BEGINNING WORK. DIMENSION SHALL TAKE PRECEDENCE OVER SCALE.

3. ALL HURRICANE CONNECTIONS SHALL BE INSTALLED PER SIMPSON STRONG TIE REQUIREMENTS 4. THIS BUILDING TO NOT BE "SPRINKLED"

# DESIGN LOADS:

1. THIS BUILDING IS DESIGNED TO WITHSTAND ULTIMATE WIND SPEED, VULT OF 160 MPH (3-SEC GUST) AND NOMINAL WIND SPEED, VASD, OF 124 MPH PER FLORIDA BUILDING CODE 2020, SECTION 1609 AND ASCE 7-10.

2. IMPORTANCE FACTOR (I) = 1.0

3. WIND EXPOSURE CATEGORY "C" 4. BUILDING CATEGORY - II.

5. INTERNAL PRESSURE COEFFICIENT, GCP: = +/- 18, CLOSED STRUCTURE

ROOF LIVE LOAD (LR) = 20 PSF. ROOF DEAD LOAD (DL) = 10 PSF.

# FOUNDATION NOTES:

1. ALL FOOTINGS TO BEAR ON UNDISTURBED OR COMPACTED SOIL OF UNIFORM DENSITY AND THICKNESS. COMPACTED SOILS SHALL BE TESTED TO A MIN. OF 95% OF MODIFIED PROCTOR IN ACCORDANCE WITH ASTM D 1557 AND COMPACTED AND TESTED IN LIFTS NOT TO EXCEED 12 INCHES. ASSUMED ALLOWABLE SOIL BEARING PRESSURE OF 1500 PSF.

# CONCRETE NOTES:

1. CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS; 3000 PSI---NORMAL WEIGHT---UNLESS NOTED. WATER/CEMENT RATIO 0.45 OR LESS. CEMENT SHALL CONFORM TO ASTM C 150, TYPE L OR LL 2. REINFORCING BARS : ASTM A615, GRADE 60.

3. WELDED WIRE FABRIC (WWF) : ASTM A185. 6 X 6 W2.9/2.9

4. REINFORCING BAR PLACING ACCESSORIES IN ACCORDANCE WITH ACI MANUAL OF STANDARD PRACTICE. 5. DETAIL REINFORCEMENT IN ACCORDANCE WITH ACI 315. REINFORCEMENT SHALL NOT BE WELDED UNLESS NOTED OR APPROVED BY AN ENGINEER

6. CONCRETE COVERAGE OF REINFORCEMENT --- 3" BOTTOM AND SIDES, 2" TOP.

7. EARTH SUPPORTED SLABS: (INCLUDING EXTERIOR WALK AND DRIVE SLABS) 4" THICK, REINFORCED WITH 6 X 6 W1.4X1.4 WWF AT MID-DEPTH TO UPPER 1/3 OF SLAB, UNLESS NOTED.

8. CONCRETING OPERATIONS SHALL COMPLY WITH ACI STANDARDS.

9. ALL UNDER SLAB AREAS TO BE TREATED FOR TERMITES BY A LICENSED APPLICATOR. OWNER TO RECEIVE RENEWABLE BOLD.

# WOOD:

1. ENGINEERED WOOD MATERIAL SUPPLIERS SHALL FURNISH ENGINEERING INFORMATIONON ALL SUPPLIED COMPONENTS.

INSTALLATION INSTRUCTIONS MUST BE PROVIDED AT TIME OF DELIVERY FOR ANY FIELD BRACING AND/OR REINFORCEMENT TO SATISFY THE STRUCTURAL PERFORMANCE OF EACH COMPONENT.

2. ALL LUMBER EXCEPT WALL FRAMING SHALL BE GROUP II, SOUTHEREN YELLOW PINE. WITH A MIN. FB = 1200 PS:. ALL WALL FRAMING STUDS SHALL BE LODGE POLE PINE WITH A MIN. FB = 1100 PS:.

STEEL 1. ALL HURRICANE CONNECTIONS SHALL BE INSTALLED PER SIMPSON STRONG TIE REQUIREMENTS AND BE STAINLESS STEEL INCLUDING NAILS. IF NOT AVAILABLE IN S.S. USE Z MAX COATING.

CODES 1. ALL PARTS SHALL BE FURNISHED AND ERECTED ACCORDING TO THE APPLICABLE CODES

AND SPECIFICATIONS OF THE FOLLOWING:

2020 FLORIDA BUILDING CODE

AMERICAN CONCRETE INSTITUTE

AMERICAN INSTITUTE OF TIMBER CONSTRUCTION

AMERICAN PLYWOOD ASSOCIATION

NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION

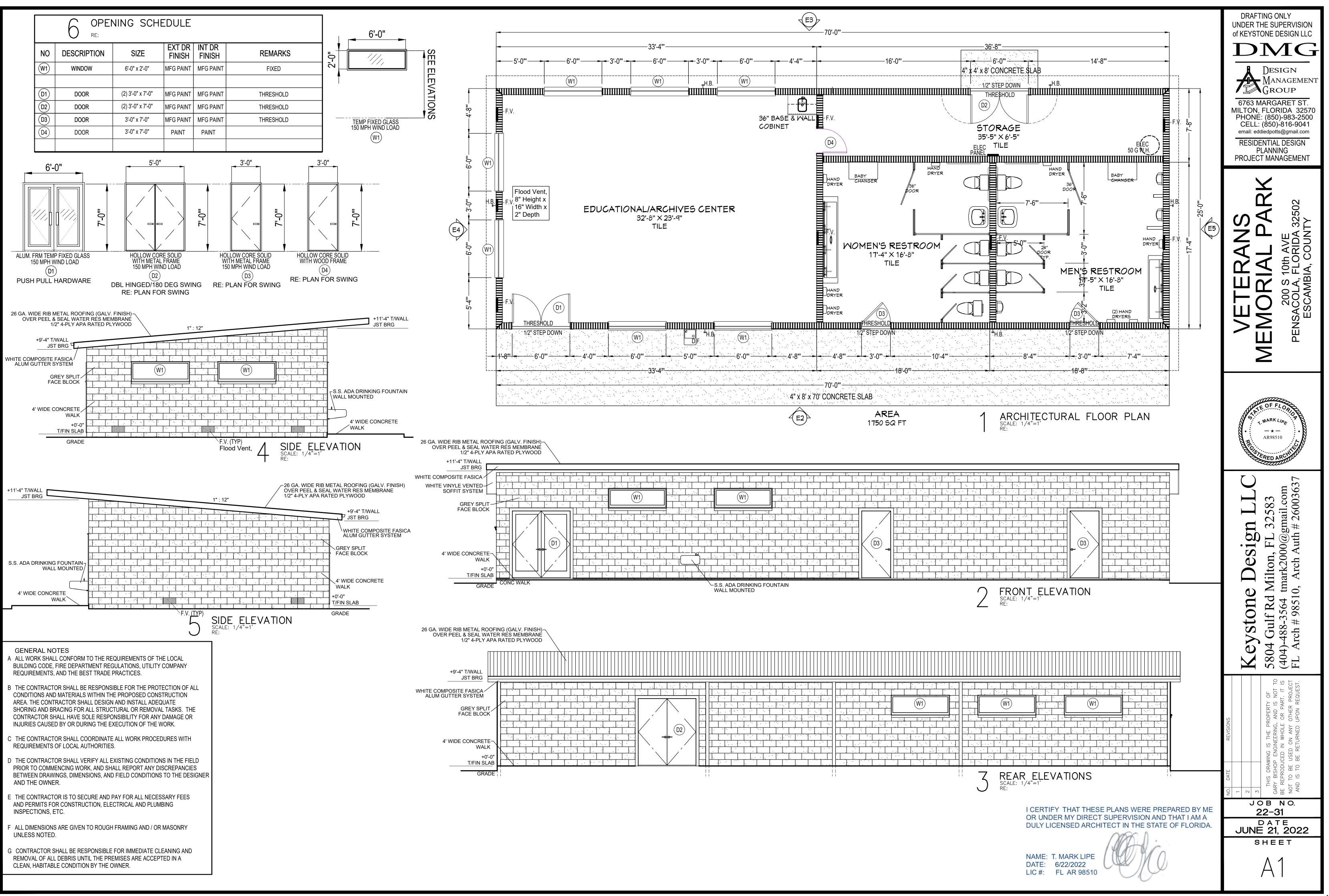
AMERICAN INSTITUTE OF STEEL CONSTRUCTION

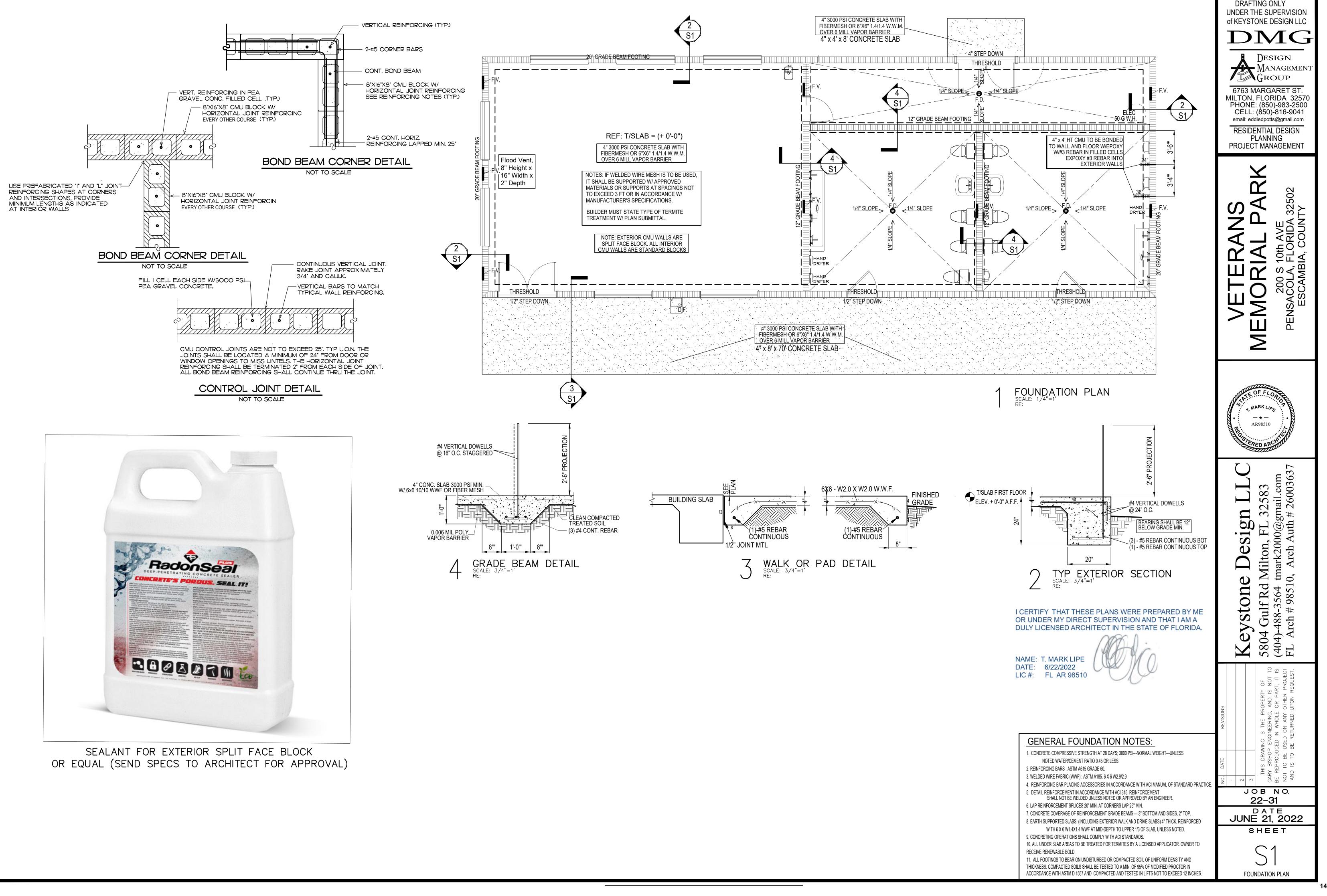
# FLORIDA BUILDING CODE 2020:

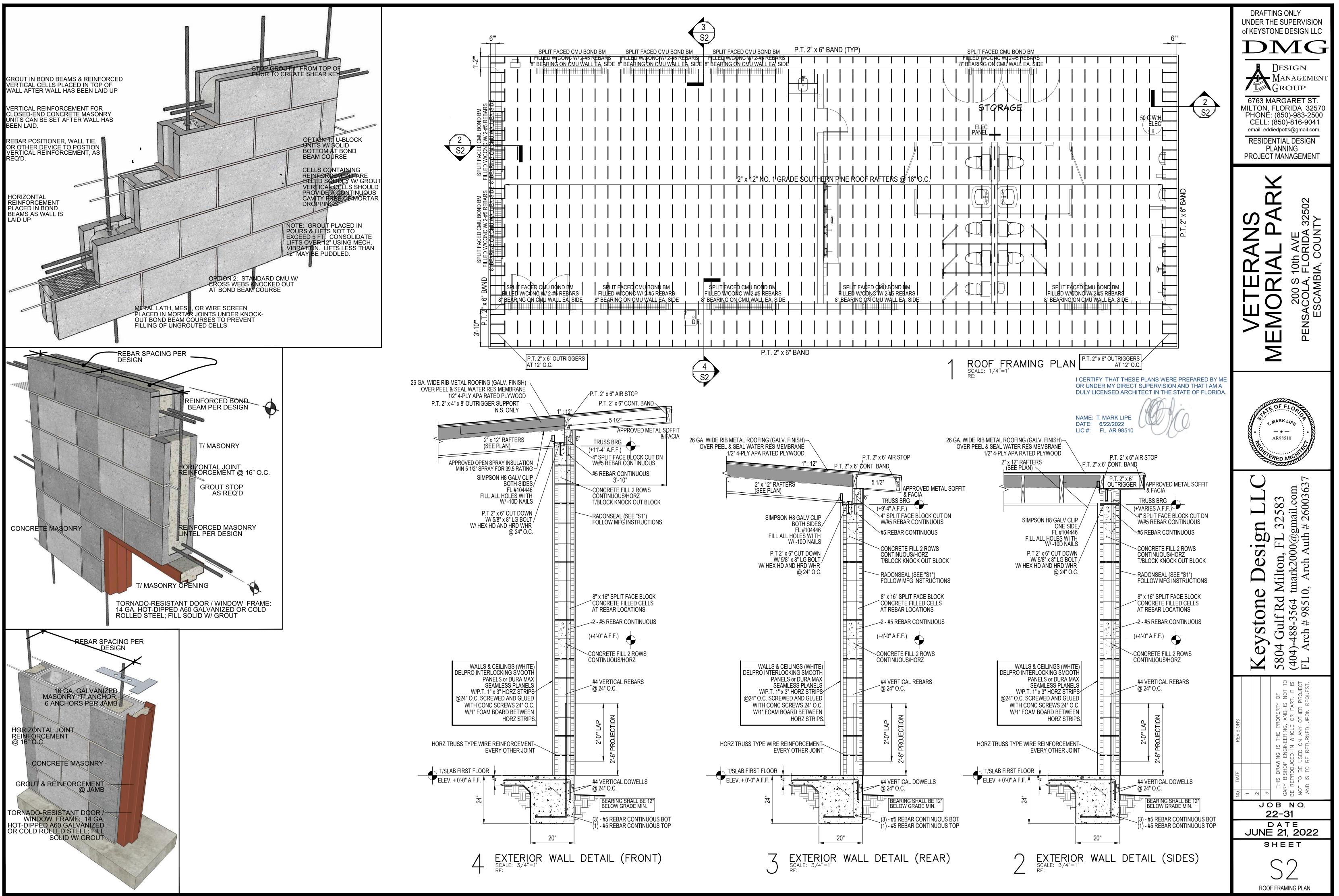
1405.4 FLASHING: FLASHING SHALL BE INSTALLED IN SUCH A MANNER SO AS TO PREVENT MOISTURE FROM ENTERING THE WALL OR TO REDIRECT IT TO THE EXTERIOR. FLASHING SHALL BE INSTALLED AT THE PERIMETERS OF EXTERIOR DOOR AND WINDOW ASSEMBLIES, PENETRATIONS AND TERMINATIONS OF EXTERIOR WALL ASSEMBLIES, EXTERIOR WALL INTERSECTIONS WITH ROOFS. CHIMNEYS, PORCHES, DECKS, BALCONIES AND SIMILAR PROJECTIONS AND AT BUILT-IN GUTTERS AND SIMILAR LOCATIONS WHERE MOISTURE COULD ENTER THE WALL. FLASHING WITH PROJECTING FLANGES SHALL BE INSTALLED ON BOTH SIDES AND THE ENDS OF COPINGS, UNDER SILLS AND CONTINUOUSLY ABOVE PROJECTING TRIM.

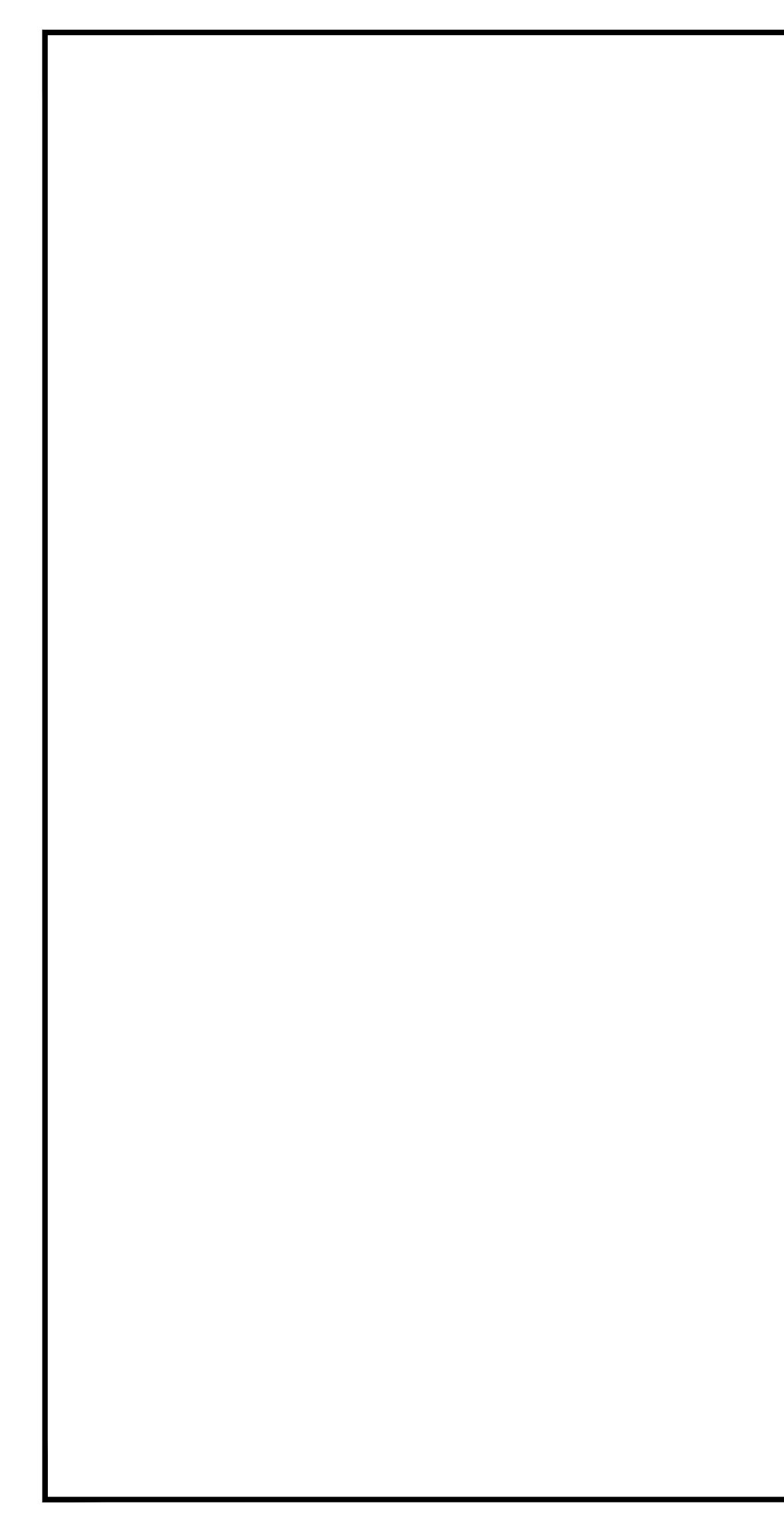
1405.4.1 EXTERIOR WALL POCKETS: IN EXTERIOR WALLS OF BUILDINGS OR STRUCTURES, WALL POCKETS OR CREVICES IN WHICH MOISTURE CAN ACCUMULATE SHALL BE AVOIDED OR PROTECTED WITH CAPS OR DRIPS, OR OTHER APPROVED MEANS SHALL BE PROVIDED TO PREVENT WATER DAMAGE. 1405.4.2 MASONRY: FLASHING AND WEEP HOLES IN ANCHORED VENEER SHALL BE LOCATED IN THE FIRST COURSE OF MASONRY ABOVE FINISHED GROUND LEVEL ABOVE THE FOUNDATION WALL OR SLAB. AND OTHER POINTS OF SUPPORT, INCLUDING STRUCTURAL FLOORS, SHELF ANGLES AND LINTELS WHERE ANCHORED VENEERS ARE DESIGNED IN ACCORDANCE WITH SECTION 1405.6.

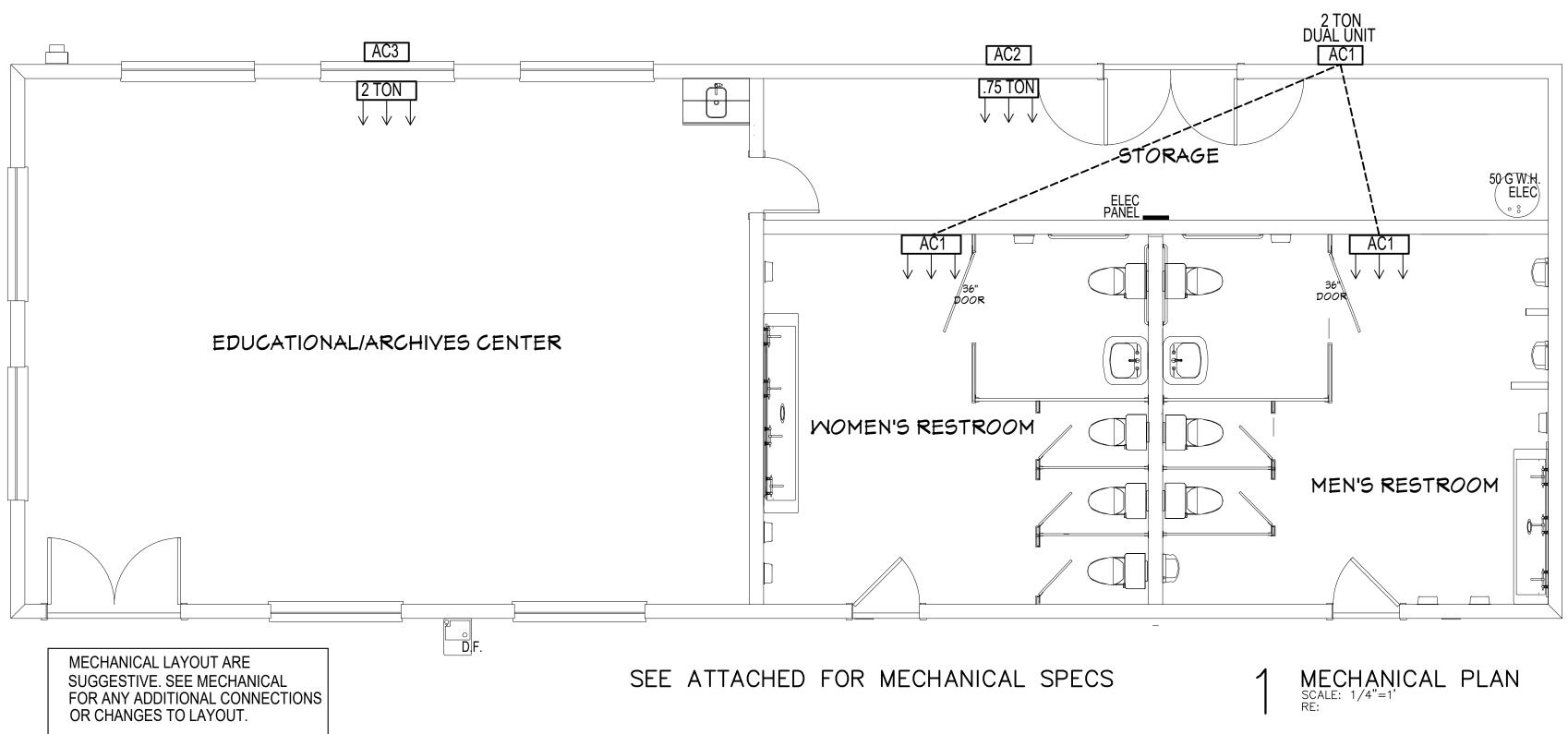
DRAFTING ONLY UNDER THE SUPERVISION of KEYSTONE DESIGN LLC
DESIGN DESIGN MANAGEMENT GROUP 6763 MARGARET ST. MILTON, FLORIDA 32570 PHONE: (850)-983-2500 CELL: (850)-983-2500 CELL: (850)-816-9041 email: eddiedpotts@gmail.com RESIDENTIAL DESIGN PLANNING PROJECT MANAGEMENT
VETERANS      VETERANS      MEMORIAL PARK      200 S 10th AVE      200 S 10th AVE      200 S 10th AVE      200 S 10th AVE      SECAMBIA, COUNTY
AR98510
Keystone Design LLC 5804 Gulf Rd Milton, FL 32583 (404)-488-3564 tmark2000@gmail.com FL Arch # 98510, Arch Auth # 26003637
NO. DATE REVISIONS NO. DATE REVISIONS 1 RE











RESIDENTIAL DESIGN PLANNING PROJECT MANAGEMENT NS PARK 200 S 10th AVE PENSACOLA, FLORIDA 32502 ESCAMBIA, COUNTY  $\mathbf{h}$ MEMORI ш 

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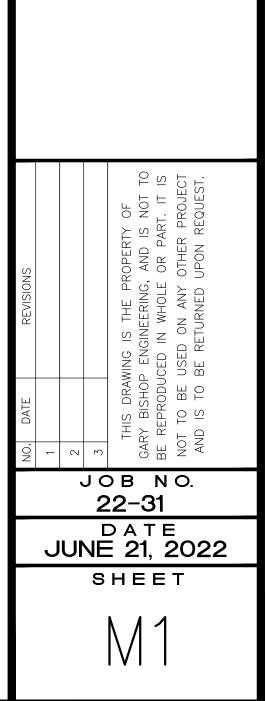
of KEYSTONE DESIGN LLC

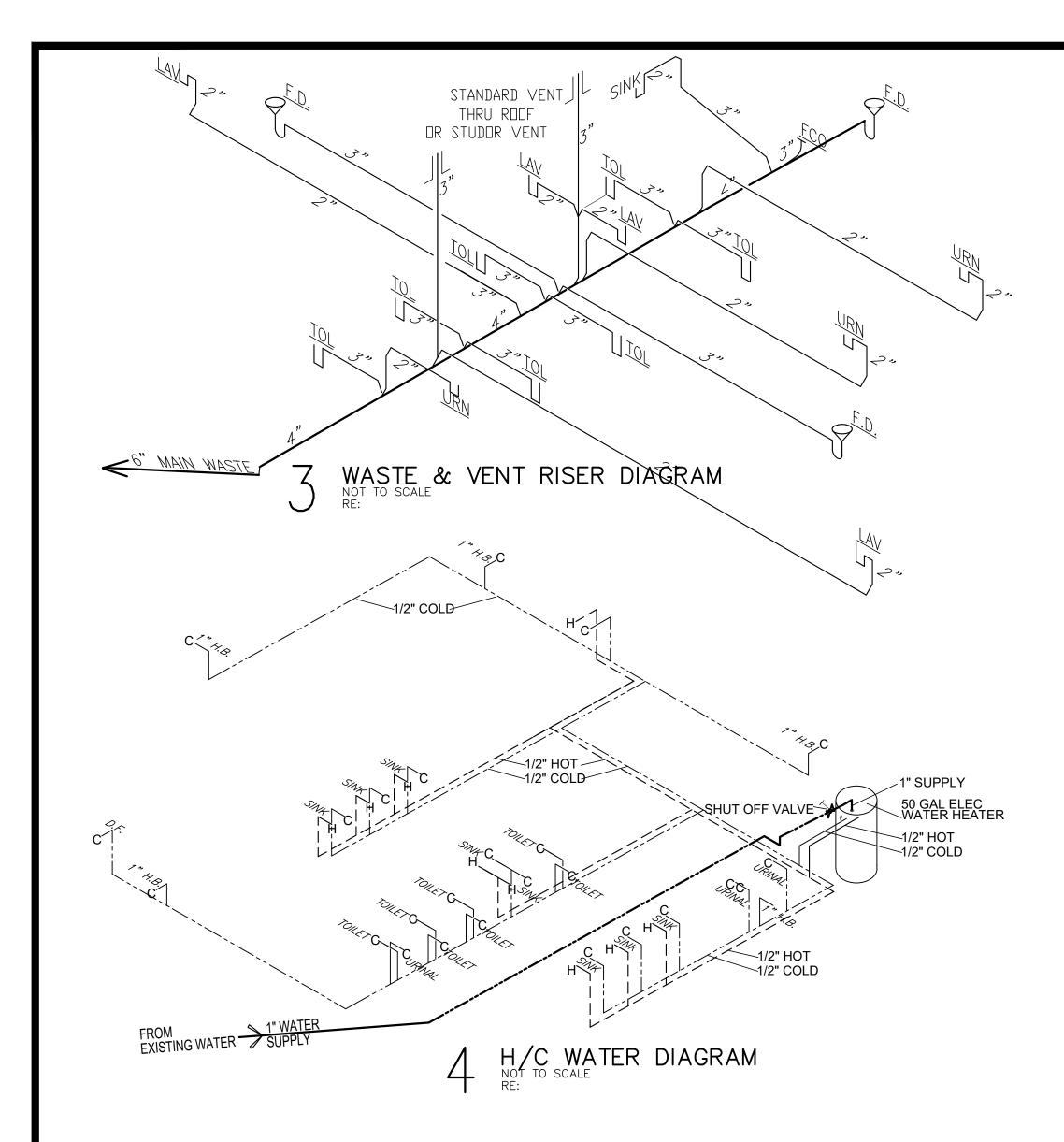
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MANAGEMENT

6763 MARGARET ST. MILTON, FLORIDA 32570 PHONE: (850)-983-2500 CELL: (850)-816-9041 email: eddiedpotts@gmail.com

Design

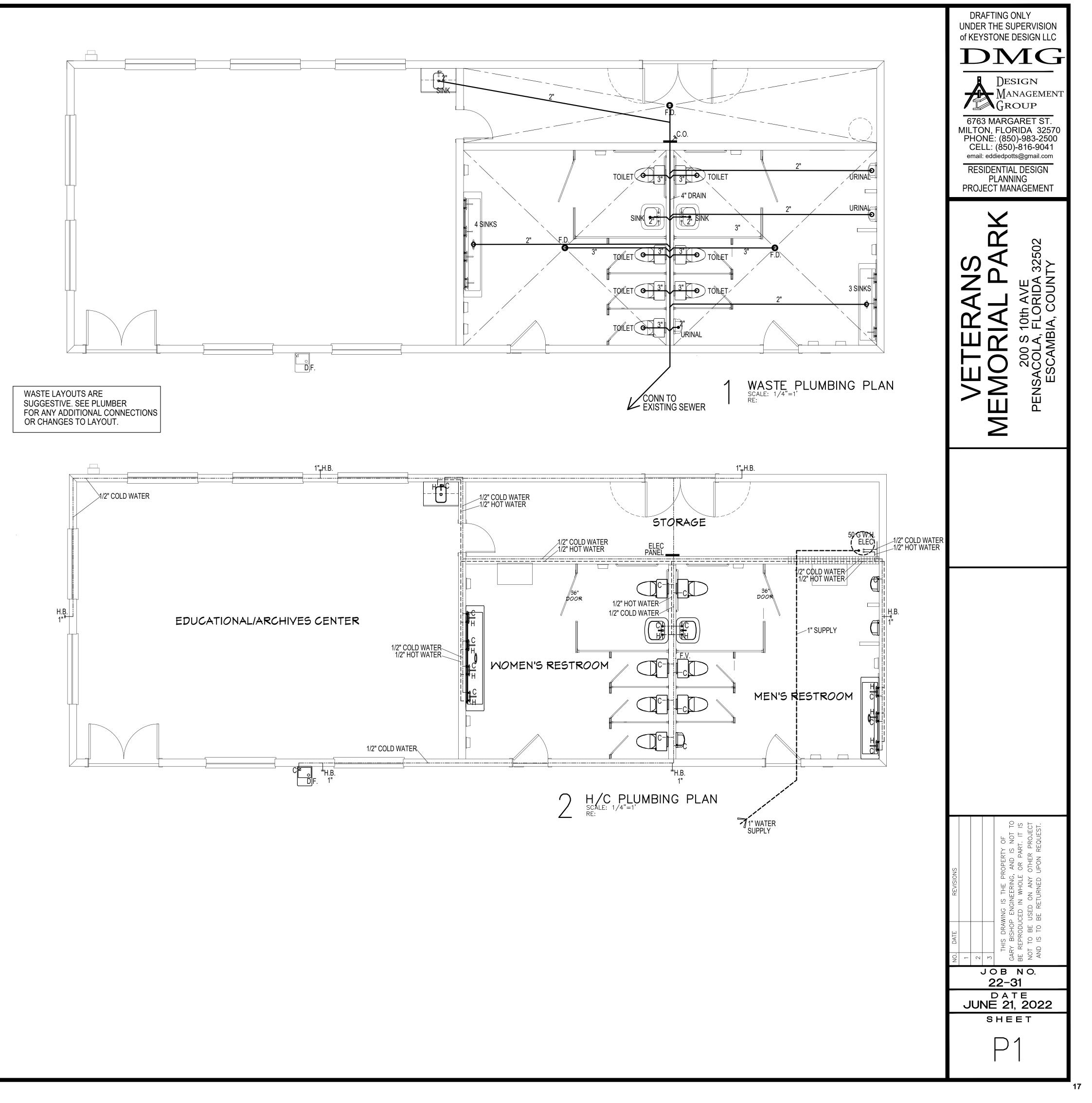


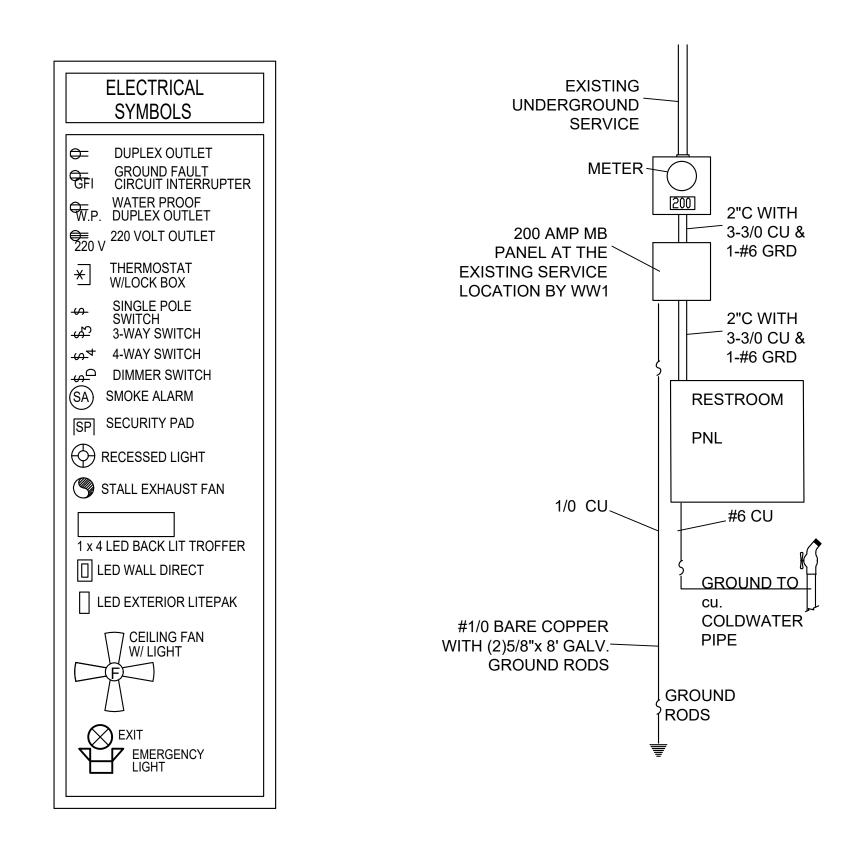


# GENERAL PLUMBING NOTES

I. I. ALL BLUMBING WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD PLUMBING CODE WHICH HAS JURISDICTION AT THIS JOB SITE.

- 2. ALL SANITARY SOIL, WASTE, AND VENT PIPING SHALL BE SCHEDULE 40 PVC PIPE WITH SOLVENT WELD PVC DRAINAGE FITTINGS. GRADE ALL 4" PIPE @ 1/8" PER FOOT AND ALL 2" & 3" PIPE @ 1/4" PER FOOT
- 3. ALL WATER PIPING FROM A POINT 5'-O" OUTSIDE OF BUILDING TO ALL PLUMBING FIXTURES AND EQUIPMENT SHALL BE TYPE 'L' HARD DRAWN COPPER WITH 'LEAD FREE' SOLDER JOINTS. OUTSIDE PIPING BELOW GRADE WILL BE SCHEDULE 40 PVC PRESSURE PIPE AND FITTINGS
- 4. INSULATE ALL WATER PIPING LOCATED ABOVE GRADE WITH I 1/2" SECTIONAL FIBERGLASS PIPE COVERING WITH AN ASJ JACKET PROTECT ALL HANGER POINTS WITH METAL SHIELDS
- 5. WORK SHALL INCLUDE ALL APPURTENANCES ASSOCIATED WITH THE PLUMBING SYSTEM AS SHOWN ON THE PLANS. THIS SHALL INCLUDE ALL PIPE, FITTINGS, HANGERS, TRENCHING, BACKFILLING, ETC AS REQUIRED FOR A COMPLETE AND OPERABLE SANITARY PLUMBING SYSTEM.
- 6. TEST ALL WATER AND WASTE SYSTEMS IN ACCORDANCE WITH THE STANDARD PLUMBING CODE. FILE TEST REPORTS WITH OWNER AT COMPLETION OF PROJECT
- ENTIRE NEW WATER SYSTEM SHALL BE FLUSHED AND STERILIZED BEFORE OCCUPANCY BY OWNER. STERILIZATION SHALL BE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT'S INSTRUCTION.





# SUBMITTAL NOTE TO GC AND SUB-CONTRACTORS:

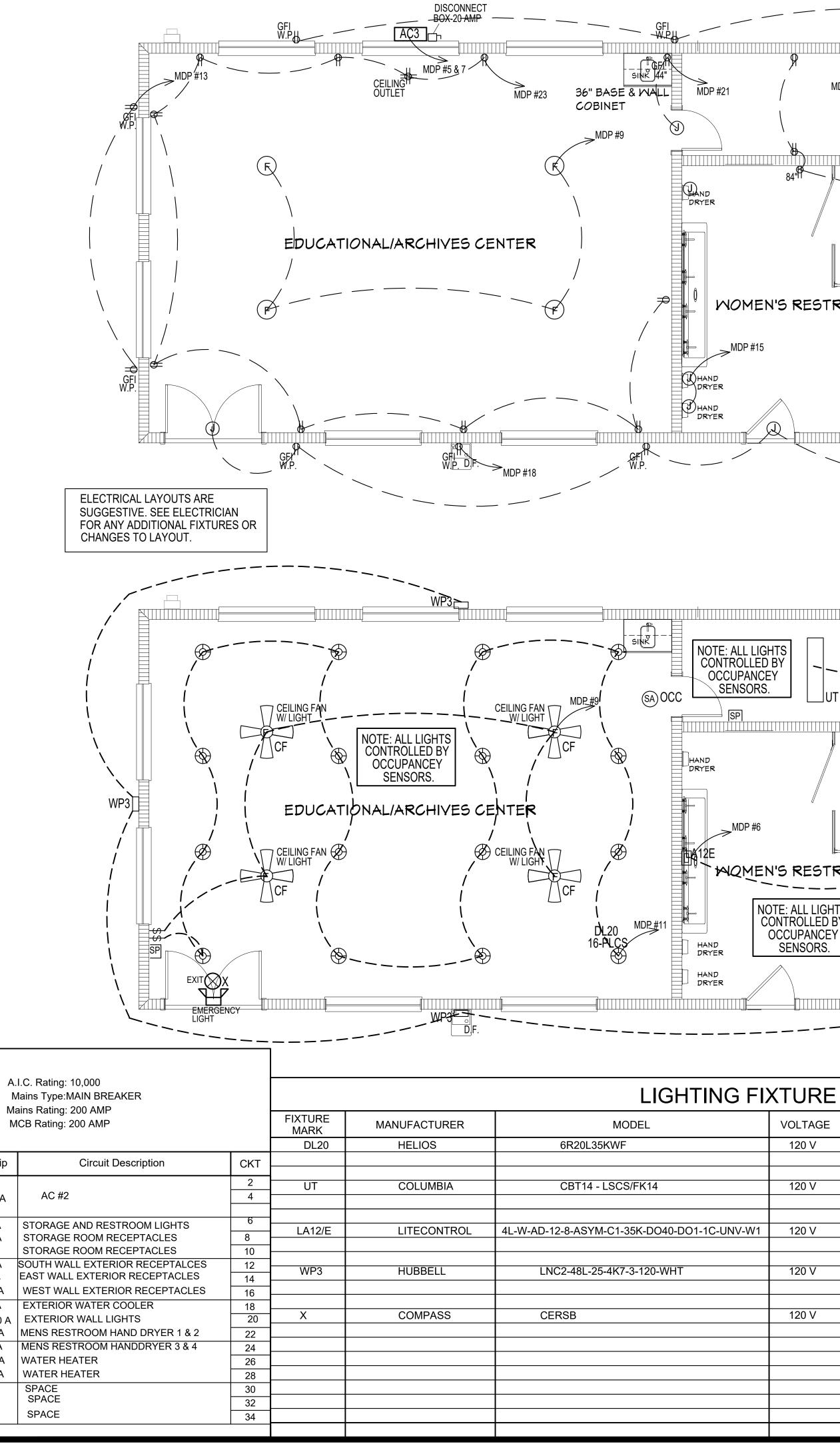
COORDINATE ALL MECHANICAL, ELECTRICAL, FIRE ALARM, SPRINKLER AND PLUMBING DEVICES/EQUIPMENT SUBMITTALS WITH ESSENTIAL PARTIES INCLUDING BUT NOT LIMITED TO: ELECTRICAL, MECHANICAL, PLUMBING, FIRE ALARM, SPRINKLER, AND MILLWORK CONTRACTORS. PRIOR TO SENDING SUBMITTALS FOR APPROVAL, ALL AFFECTED DISCIPLINES MUST INCLUDE A SIGNATURE OF APPROVAL ENSURING THAT ALL NECESSARY PARTIES HAVE HAD AN OPPORTUNITY TO REVIEW SAID SUBMITTAL AND RAISE ANY CONCERNS ABOUT EQUIPMENT BEING USED AND THE MEANS AND METHODS TO INSTALL SUCH EQUIPMENT. UPON RECEIVING A SUBMITTAL WITHOUT THE NECESSARY PARTY SIGNATURES, THE SUBMITTAL WILL IMMEDIATELY BE REJECTED WITHOUT REVIEW UNTIL THE SIGNATURES HAVE BEEN PROVIDED.

# Panel:MDP-RESTROOM

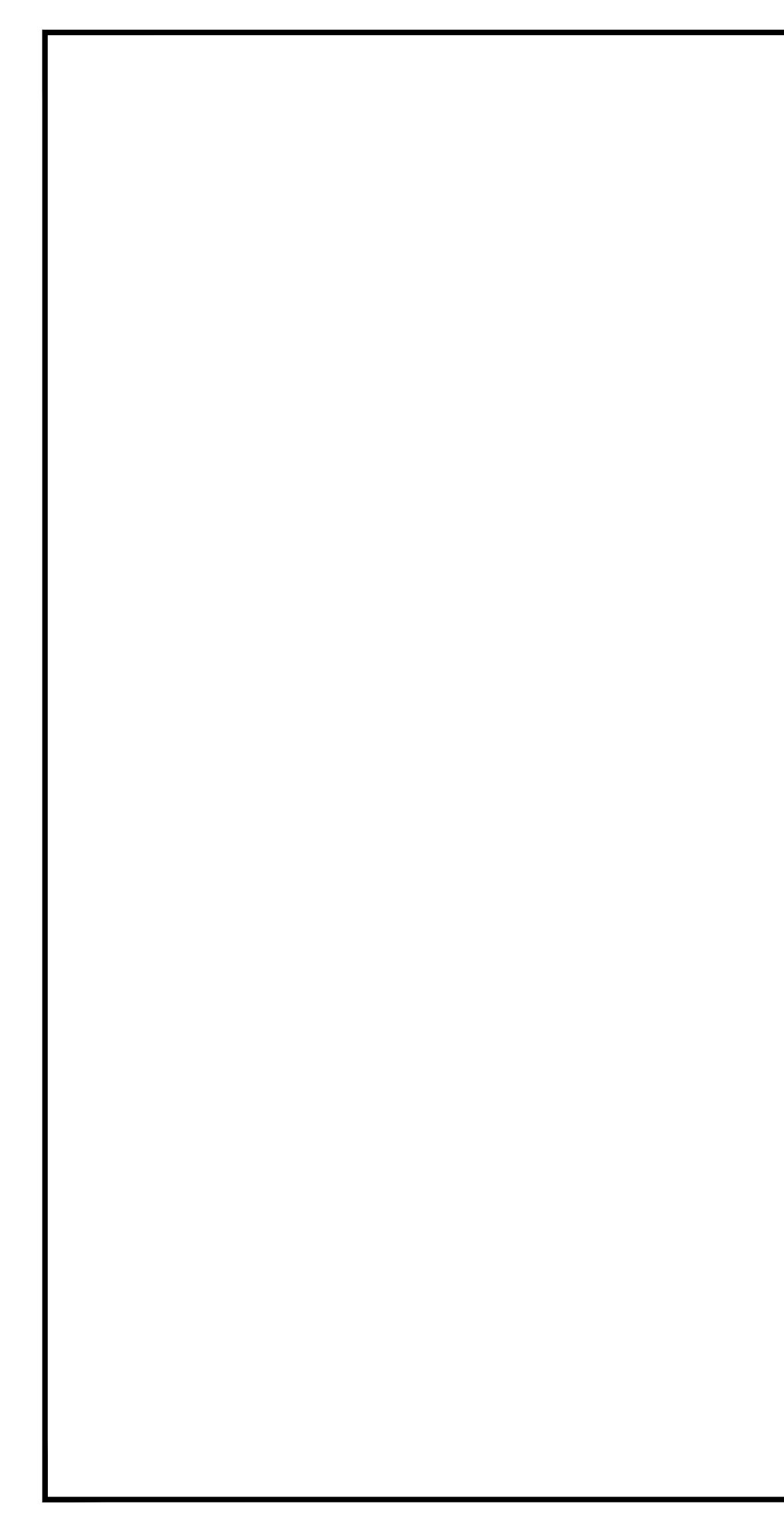
Location: RESTROOM STORAGE ROOM Supply From:200 AMP SERVICE BY WWI MONUMENT Mounting:Surface Enclosure:NEMA 1 Indoor

Volts: 120/208 Wye Phases: SINGLE Wires: 3

СКТ	CKT Circuit Description		Poles	A	В	С	Poles	Trip	
1									
3	AC #1	20 A	2				2	15 A	A
5									
- 5 - 7	AC #3	20.4						20A	STOR
/		20 A	2					20 A 20A	STOR
0		20A	1				1	20A 20 A	SOUTH
9	EDUCATIONAL CENTER FANS							20 A 20A	EAST
11		20 A						20 A	WEST
13	NORTH WALL OUTSIDE RECEPTACLES	20 A							
15	WOMENS RESTROM HANDDRYERS 1 & 2	20 A					1	20A	EXTE
17	WOMENS RESTROOM HANDDRYER 3 & 4	20 A	1					200 A	EXTE
19	SPARE	20 A	1				1	20 A	MENS
21	EDUCATION CENTER AV CABINET	20 A	1				1	20 A	MENS
23	EDUCATION CENTER RECEPTACLES	20 A	1				1	30 A	WATE
25	SPARE	20 A	1				1	30 A	WATE
27	SPACE								SPAC
29	SPACE								SPA
31	SPACE						7		SPAG
	•	Tota	Load:		•			•	•



MDP #2 & 4 MDP #2 & 4 MDP #2 & 4 STORAG MDP #17 PANEL-MDP HAND DRYER	DISCONNECT BOX-20 AMP WPH ACT MDP #14 MDP #14 MDP #14 MDP #12 MDP #24 MDP #24	DRAFTING ONLY UNDER THE SUPERVISION of KEYSTONE DESIGN LLC DDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDD
ROOM	MEN'S RESTROOM MDP #16 MDP #22 DPRYERS CTRICAL POWER PLAN	NETERANS    VETERANS      MEMORIAL PARK    Dark      200 S 10th AL    Dark      200 S 10th AL    2502      PENSACIA, FLORIDA 32502    ESCAMBIA, COUNTY
JT OCC JUT PANEL-MDP DRYER DRYER LA12ED TTS BY Y	TORAGE MDP#6 UT HAND PRYER MEN'S RESTROOM NOTE: ALL LIGHTS OCCUPANCEY SENSORS. () HAND PRYER () HAND PRYER () HAND PRYER () HAND PRYER () HAND PRYER	
E SCHEDULE LAMP 60W LED LED 38W LED LED LED	DESCRIPTION EDUCATIONAL CENTER - RECESSED CANS RESTROOM WALL MNTD 4D LIGHT WITH EMERGENCY BALLAST STORAGE ROOM LIGHTS EXTERIOR WALL PACK LIGHTS INTERIOR EXIST LIGHTS	NO. DATE REVISIONS NO. DATE REVISIONS NO. DATE PROPERTY OF THIS DRAWING IS THE PROPERTY OF CARY BISHOP ENGINEERING, AND IS NOT TO BE REPRODUCED IN WHOLE OR PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.



# SPECIFICATIONS

# GENERAL

ALL ELECTRICAL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE 2014 EDITION OF THE NATIONAL ELECTRICAL CODE WITH LOCAL AMENDMENTS, INCLUDING STATE, COUNTY AND CITY ELECTRICAL CODES, AND AUTHORITIES HAVING JURISDICTION.

ALL EQUIPMENT SHALL BE NEW AND U.L. APPROVED, UNLESS SPECIFICALLY NOTED OTHERWISE

ELECTRICAL DRAWINGS ARE DIAGRAMMATIC. IT IS NOT WITHIN THE SCOPE OF DRAWINGS TO SHOW ALL THE NECESSARY BENDS, OFFSETS, PULLBOXES AND OBSTRUCTIONS. SIZE AND LOCATION OF EQUIPMENT AND WIRING ARE SHOWN TO SCALE WHERE POSSIBLE. BUT MAY BE DISTORTED FOR CLARITY ON THE DRAWINGS. FINAL LOCATIONS OF OUTLETS AND EQUIPMENT SHALL BE SHOWN IN ENLARGED DETAILS OR AS APPROVED BY THE ARCHITECT. INSTALL NEW WORK TO CONFORM TO THE STRUCTURE, MAINTAIN HEADROOM AND KEEP OPENINGS AND PASSAGEWAYS CLEAR. REFER TO THE ARCHITECTURAL DRAWINGS FOR DIMENSIONS.

PRIOR TO SUBMITTING A BID, CAREFULLY EXAMINE THE SITE TO BECOME FAMILIAR WITH ALL EXISTING CONDITIONS WITHIN THE SCOPE OF WORK. BY THE ACT OF SUBMITTING A BID, IT SHALL BE UNDERSTOOD THAT SUCH AN EXAMINATION HAS BEEN COMPLETED, AND THAT ALLOWANCES FOR THE EXISTING CONDITIONS HAVE BEEN MADE.

VERIFY LOCATIONS OF ALL ELECTRICAL EQUIPMENT WITH ARCHITECTURAL DRAWINGS, ALLOW FOR OVERHEAD PIPES, DUCTS, AND MECHANICAL EQUIPMENT, VARIATIONS IN FIREPROOFING AND PLASTERING, WINDOW AND DOOR TRIM, PANELING, HUNG CEILINGS AND THE LIKE. WHEN LOCATING BOXES AND OUTLETS, CORRECT ANY INACCURACY RESULTING FROM FAILURE TO DO SO WITHOUT EXPENSE TO THE OWNER.

COORDINATE WITH ALL TRADES, INCLUDING ELECTRICAL REFERENCES ON THE ARCHITECTURAL DRAWINGS. FURNISH AND INSTALL WIRING FOR EQUIPMENT PROVIDED BY OTHERS. "WIRING" INCLUDES FURNISHING AND INSTALLING CONDUIT, CONDUCTORS, BOXES, AND DISCONNECTS (AS SPECIFIED) AND MAKING FINAL CONNECTIONS.

ALL PERMITS AND FEES NECESSARY FOR EXECUTION AND COMPLETION OF ELECTRICAL WORK ARE SECURED AND PAID BY CITY OF PENSACOLA.

CUT AND PATCH EXISTING CONSTRUCTION WORK REQUIRED FOR THE PROPER INSTALLATION OF THE ELECTRICAL WORK. ALL PATCHING SHALL BE OF THE SAME MATERIALS, WORKMANSHIP, AND FINISH AND SHALL MATCH ALL SURROUNDING WORK.

AFTER COMPLETION OF WORK UNDER THIS SECTION, CLEAN UP RESULTANT DEBRIS FROM THIS WORK AND REMOVE FROM SITE. CONDITIONS MUST BE "BROOM-CLEAN".

# LIGHTING FIXTURES

FURNISH AND INSTALL LIGHTING FIXTURES AS SHOWN ON THE ELECTRICAL AND ARCHITECTURAL DRAWINGS. ARCHITECTURAL DRAWINGS TAKE PRECEDENCE FOR FIXTURE LOCATION. ELECTRICAL DRAWINGS TAKE PRECEDENCE FOR FIXTURE TYPE AND VOLTAGE. COORDINATE FIXTURE HOUSINGS AND TRIMS WITH CEILING TYPE. PROVIDE REQUIRED ACCESSORIES FOR CEILING TYPES.

FIXTURES WITH EMERGENCY BATTERY PACK SHALL BE SIMILAR TO BODINE #B50. COORDINATE WITH FIXTURE MANUFACTURER FOR BATTERY PACK MOUNTING. PROVIDE UNSWITCHED SOURCE OF POWER TO EMERGENCY BALLAST OF SWITCHABLE EMERGENCY LIGHTS.

# DISTRIBUTION EQUIPMENT

ALL PANELBOARDS SHALL BE ENCLOSED TYPE, FLUSH OR SURFACE MOUNTED AS INDICATED, IN STEEL CABINETS CODE GAUGE, WITH STEEL TRIM CONCEALED HINGES, DOOR-IN-DOOR AND FLUSH TYPE LOCKS, ALL KEYED ALIKE, MANUFACTURED BY SQUARE D, ABB-GENERAL ELECTRIC, OR EATON.

ALL BUSSES, INCLUDING NEUTRAL AND GROUND BUS, SHALL BE MINIMUM 98% CONDUCTIVITY, HARD DRAWN COPPER. SILVER OR TIN-PLATED JOINTS AND SIZED ON THE BASIS OF 100 AMPERES PER INCH CROSS-SECTIONAL AREA. BUSSES SHALL BE ARRANGED FOR SEQUENCING PHASING.

PANELBOARDS SHALL BE EQUIPPED WITH BOLT-ON MOLDED CASE CIRCUIT BREAKERS OF THE TYPE. NUMBER OF POLES, TRIP SIZES, AS SHOWN IN DRAWINGS AND INTERRUPTING CAPACITY AS PER BUILDING REQUIREMENTS.

CABINETS SHALL BE OF SUFFICIENT SIZE TO ALLOW A GUTTER SPACE OF AT LEAST 6" ON SIDES, TOP AND BOTTOM.

BACK BOXES SHALL BE CONSTRUCTED OF CODE GAUGE SHEET STEEL. GALVANIZED TRIMS SHALL BE PRIMED FOR FINISH PAINTING BY OTHERS.

DOORS AND TRIM SHALL EACH BE IN ONE PIECE SO DESIGNATED THAT DOORS WILL OPEN 180 DEGREES. DOORS SHALL BE FASTENED TO TRIMS WITH SEMI-CONCEALED, 5 KNUCKLE STEEL WITH NONFERROUS PINS. TRIMS SHALL BE FASTENED TO BACK BOXES BY SCREWS.

A CIRCUIT DIRECTORY WITH METAL FRAME AND GLASSINE PAGE SHALL BE PROVIDED ON THE INSIDE OF THE DOOR. UPON COMPLETION OF THE PROJECT, THE DIRECTORY SHALL BE TYPEWRITTEN, INDICATING THE SERVICE CONTROLLED BY EACH CIRCUIT FOR NEW AND EXISTING PANELBOARDS.

GROUP ALL CONDUCTORS WITHIN PANEL ENCLOSURE. DO NOT SPLICE CONDUCTORS WITHIN PANEL ENCLOSURE.

CLEAN, VACUUM, AND TIGHTEN ALL CONNECTORS AND CONNECTIONS IN EXISTING ELECTRICAL EQUIPMENT REUSED.

DISCONNECT SWITCHES SHALL BE QMQB FUSED OR NON-FUSED (AS NOTED OR REQUIRED) NEMA HEAVY DUTY EXTERNALLY OPERATED WHERE NOT FURNISHED WITH STARTING EQUIPMENT AND AT ALL OTHER POINTS REQUIRED BY CODE. FUSES SHALL BE BUSSMAN OR GOULD CURRENT LIMITING TYPE, MINIMUM 100,000 AIC. CIRCUIT BREAKER MINIMUM 10,000 AIC FOR 120/208V SYSTEM AND MINIMUM 14,000 AIC FOR 277/480V SYSTEM, UNO.

PROVIDE NAMEPLATES FOR ALL ELECTRICAL EQUIPMENT. NAMEPLATES TO BE ENGRAVED THREE LAYER LAMINATED PLASTIC, WHITE LETTERS ON A BLACK BACKGROUND FOR EQUIPMENT 250 VOLTS AND UNDER. AND WHITE LETTERS ON A RED BACKGROUND FOR EQUIPMENT OVER 250 VOLTS.

# DEVICES

DUPLEX RECEPTACLES FOR WALL AND FLOOR CONVENIENCE OUTLETS SHALL BE 2 POLE, 3 WIRE, GROUNDED, 20 AMPERE, NEMA CONFIGURATION 5-20R. COLOR SHALL BE BASE BUILDING STANDARD.

FLUSH FIRE-RATED POKE THROUGH DEVICE SHALL HAVE A DUPLEX RECEPTACLE RATED FOR 20 AMPERES WITH TWO (2) FLUSH CATEGORY 5e JACKS WITH A 3" CORE HOLE SIZE, AND A SOLID BRASS FACEPLATE.

SINGLE POLE SWITCHES SHALL BE 20 AMPERE BASE BUILDING STANDARD AS APPROVED BY ARCHITECT

DEVICE SHALL BE MOUNTED UNDER COMMON COVERPLATE WHERE MULTIPLE DEVICES ARE INDICATED.

TOGGLE SWITCH WITH OVERLOAD PROTECTION AND INDICATOR LIGHT FOR EXHAUST FANS, SIMILAR TO ALLEN BRADLEY CATALOG #600-TAX4 HEATER ELEMENT

# RACEWAY

ALL WIRE AND CABLE SHALL BE INSTALLED IN CONDUIT. CONCEAL CONDUIT IN FINISHED AREAS AND PROTECTED IN UNFINISHED AREAS.

ELECTRICAL METALLIC TUBING (EMT) WITH SET-SCREW COUPLINGS AND FITTINGS, MAY BE USED IN FINISHED AREAS. EMT CAN ALSO BE USED IN UNFINISHED AREAS WHERE IT IS PROTECTED BY A COLUMN WEB OR JOIST SPACE.

DAMAGE.

SCHEDULE 40 PVC CONDUIT SHALL BE INSTALLED BELOW GRADE.

CUT CONDUIT END SQUARE, REAM SMOOTH. PAINT MALE THREADED RACEWAYS WITH GRAPHITE BASE PIPE COMPOUND. DRAW UP TIGHT TO RACEWAY COUPLINGS.

PASS RACEWAYS OVER WATER, STEAM OR OTHER PIPING WHEN PULL BOXES ARE NOT REQUIRED. NO RACEWAY SHALL BE INSTALLED WITHIN 3" OF STEAM OR HOT WATER PIPES, OR APPLIANCES, EXCEPT CROSSINGS WHERE RACEWAY SHALL BE AT LEAST 1" FROM PIPE COVER

RUN ALL RACEWAYS PARALLEL AND/OR PERPENDICULAR TO BUILDING WALLS.

SEPARATE RACEWAYS FOR CONDUCTORS OF NORMAL AND EMERGENCY CIRCUITS.

MAKE FINAL CONNECTIONS TO MOTORS. VIBRATING EQUIPMENT AND WATER HEATERS WITH LIQUID-TIGHT FMC (FLEXIBLE METALLIC CONDUIT) AND CONNECTORS. DO NOT TERMINATE IN OR FASTEN RACEWAYS TO MOTOR FOUNDATION.

MAIN TELEPHONE CONDUIT FROM EQUIPMENT ROOM TO BASE BUILDING TELEPHONE CLOSET SHALL HAVE WIDE SWEEP BENDS.

CONDUITS ROUTED TO ROOF SHALL BE ROUTED ALONG MECHANICAL PIPING RUNS AND SHALL BE AS APPROVED BY BUILDING OWNER.

INDICATE, USING MARKING PEN, PANELBOARD AND CIRCUIT DESIGNATIONS ON ALL CONDUIT HOMERUNS AND JUNCTION BOXES.

CONDUCTORS ALL WIRE AND CABLE SHALL BE COPPER, SIZES AS INDICATED ON THE DRAWINGS. MINIMUM CONDUCTOR SIZE SHALL BE #12 FOR POWER AND LIGHTING CIRCUITS AND #14 FOR SIGNAL AND CONTROL CIRCUITS. ALL #8 AWG WIRE AND LARGER SHALL BE STRANDED. ALL #10 AWG WIRE AND SMALLER SHALL BE SOLID. INSULATION SHALL BE TYPE THWN/THHN, 600 VOLTS. TYPE THWN/THHN INSULATION SHALL BE USED FOR ALL BRANCH CIRCUIT WIRING. BRANCH AND FEEDER ABOVE GROUND SHALL BE THHN (90°F). BRANCH AND FEEDER BELOW GROUND SHALL BE THWN (75°F).

RECESSED LIGHTING FIXTURES IN HUNG CEILING SHALL BE SUPPLIED WITH FLEXIBLE METALLIC CONDUIT, IN LENGTHS NOT EXCEEDING 6 FEET FROM ADJACENT JUNCTION BOXES

FACTORY COLOR CODING FOR WIRE AND CABLE SHALL BE AS FOLLOWS: 120/208V -BLACK, RED, BLUE, WHITE FOR PHASES A, B, C AND NEUTRAL, RESPECTIVELY. 277/480V -BROWN, ORANGE, YELLOW, WHITE FOR PHASES A, B, C AND NEUTRAL, RESPECTIVELY.

PROVIDE GREEN INSULATED GROUNDING CONDUCTORS IN ALL CONDUIT AND RACEWAY SYSTEMS.

LEAVE WIRE SUFFICIENTLY LONG TO PERMIT MAKING FINAL CONNECTIONS. IN RACEWAY OVER 10 FEET IN WHICH WIRING IS NOT INSTALLED. FURNISH FISH WIRE.

PULL NO THERMOPLASTIC WIRES AT TEMPERATURES LOWER THAN 32°F (0°C). PROVIDE CABLE SUPPORTS FOR WIRE IN RISER CONDUIT AS REQUIRED BY CODE.

LIGHTING AND POWER WIRING FOR CIRCUITS LESS THAN 100 FEET SHALL BE #12 AWG, UNO. WIRE SIZES SHALL BE #10 FOR CIRCUITS GREATER THAN 100 FEET. NOT MORE THAN THREE LIGHTING OR CONVENIENCE OUTLET CIRCUITS IN ONE CONDUIT UNO.

ALL WIRES SHALL BE IDENTIFIED BY CIRCUIT NUMBERS IN ALL CABINETS, BOXES, WIRING TROUGH, OTHER ENCLOSURES, AT ALL SPLICES, TERMINATIONS POINTS, ETC.

OUTLET BOXES FOR RECEPTACLES AND SWITCHES IN DRY WALL PARTITION SHALL BE 4" SQUARE, 1-1/2" MINIMUM DEPTH AND SHALL BE FITTED WITH SQUARE CORNERED DEVICES COVERS AND DEPTH EQUAL TO THE DRY WALL THICKNESS. SECTIONAL BOXES ARE NOT ACCEPTABLE.

JUNCTION AND PULL BOXES SHALL NOT BE EXPOSED IN FINISHED SPACE. WHERE NECESSARY, REROUTE RACEWAY OR MAKE OTHER ARRANGEMENTS FOR CONCEALMENT. PROVIDE PULL BOXES AS INDICATED AND WHEREVER NECESSARY TO FACILITATE PULLING OF WIRE AND COORDINATE LOCATIONS WITH OTHER TRADES. COVERS OF JUNCTION AND PULL BOXES SHALL BE ACCESSIBLE. FOR EMPTY RACEWAY RUNS PROVIDE PULL BOXES EVERY 100 FEET AND AS INDICATED. COORDINATE LOCATIONS WITH OTHER TRADES.

SET BOXES SQUARE AND TRUE WITH BUILDING FINISH. ERECT WALL AND SWITCH OUTLETS IN ADVANCE OF FURRING AND FIREPROOFING. SECURE TO BUILDING STRUCTURE BY ADJUSTABLE STRAP IRONS.

LOCATIONS INDICATED FOR LOCAL WALL SWITCHES ARE SUBJECT TO MODIFICATIONS. AT OR NEAR DOORS INSTALL SWITCH, INSIDE OPPOSITE HINGE. VERIFY FINAL DOOR HINGE LOCATION IN FIELD PRIOR TO SWITCH OUTLET INSTALLATION.

OUTLET AND JUNCTION BOXES SHALL NOT BE MOUNTED BACK-TO-BACK. ASSURE 6" MINIMUM SEPARATION IN NON-RATED WALLS. IN RATED WALLS. INSTALL BOXES IN SEPARATE STUD BAYS WITH A 24" MINIMUM SEPARATION.

GROUNDING GROUND ALL CONDUITS, CABINETS, MOTORS, PANELS, AND OTHER EXPOSED NON-CURRENT CARRYING METAL PARTS OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ALL PROVISIONS OF THE NATIONAL ELECTRICAL CODE, OR CODES THAT MAY APPLY.

PROVIDE GROUND WIRE FOR ALL BRANCH CIRCUITING, MINIMUM #12, FOR EACH CIRCUIT. THIS DOES NOT RELIEVE THE REQUIREMENT FOR GROUNDING THE RACEWAY SYSTEM AND OUTLET BOXES OF I.G. TYPE RECEPTACLES.

PROVIDE INSULATED GROUNDING CONDUCTORS IN ALL CONDUITS. GROUND WIRE TO BE SIZED IN ACCORDANCE WITH NEC ARTICLE 250,122.

HVAC CONTROLS

MECHANICAL CONTRACTOR SHALL FURNISH AND INSTALL CONTROL WIRING INCLUDING CONDUITS. RELAYS, TIME CLOCK, CONTROL TRANSFORMERS, ETC., FOR ALL HVAC EQUIPMENT, UNLESS SPECIFIED OTHERWISE.

ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ONLY POWER WIRING WITH DISCONNECTS, AS SHOWN IN ELECTRICAL DRAWINGS.

FURNISHED.

SUBMITTALS INSTALLED.

PROVIDE SCHEDULE 40 PVC CONDUIT IN AREAS WHERE CONDUIT IS SUSCEPTIBLE TO PHYSICAL

# OUTLET. JUNCTION AND PULL BOXES

ALL OUTLET BOXES SHALL BE CODE GAUGE, HOT DIPPED GALVANIZED STAMPED STEEL

# TEST AND GUARANTEES

UPON COMPLETION OF ELECTRICAL WORK, TEST FOR GROUNDS AND SHORTS, TO INSURE PROPER OPERATION OF ELECTRICAL EQUIPMENT. REPAIR OR REPLACE FAULTY EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER.

GUARANTEE FOR ONE YEAR AFTER FINAL ACCEPTANCE BY OWNER OF ALL WORKMANSHIP AND MATERIALS

MANUFACTURER'S CUT SHEETS AND SHOP DRAWINGS OF THE FOLLOWING APPARATUS, GIVING FULL DESCRIPTION AND OTHER PERTINENT FACTS SHALL BE SUBMITTED TO THE ARCHITECT AND ENGINEER. THEIR APPROVAL SHALL BE SECURED BEFORE APPARATUS IN QUESTION IS ORDERED, BUILT OR

UNDER THE SUPERVISION of KEYSTONE DESIGN LLC DDDDDC DESIGN MANAGEMENT GROUP 6763 MARGARET ST. MILTON, FLORIDA 32570 PHONE: (850)-983-2500 CELL: (850)-983-2500 CELL: (850)-983-2500 CELL: (850)-983-2500 CELL: (850)-983-2500 CELL: (850)-983-2500 CELL: (850)-983-2500 CELL: (850)-983-2500 CELL: (850)-816-9041 email: eddiedpotts@gmail.com
VETERANS      VETERANS      MEMORIAL PARK      200 S 10th AL      200 S 10th AL      200 S 10th AL      PENSACOLA, FLORIDA 32502      ESCAMBIA, COUNTY
NO.DATEREVISIONS11122233THIS DRAWING IS THE PROPERTY OF GARY BISHOP ENGINEERING, AND IS NOT TO BE REPRODUCED IN WHOLE OR PART. IT ISONOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.
22-31 DATE JUNE 21, 2022 SHEET
E2

DRAFTING ONLY

# GENERAL NOTES

1. CONTRACTOR IS REQUIRED TO VISIT SITE AND FAMILIARIZE HIM/HERSELF WITH THE PROJECT PRIOR TO BIDDING.

2. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE REGULATIONS CONCERNING NOTIFICATION TO THE REGULATORY AUTHORITIES OF ANY AND ALL BUILDING RENOVATIONS AND/OR DEMOLITION.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION MONITORING AND NOTIFYING THE ENGINEER OF RECORD AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND CONCLUSION OF CONSTRUCTION, AS WELL AS SUPPLYING CLEAR AND LEGIBLE REVISIONS TO THE CONSTRUCTION PLANS FOR USE DURING AS-BUILT CERTIFICATION.

4. ALL DISTURBED AREAS WHICH ARE NOT PAVED ARE TO BE STABILIZED WITH SEEDING, FERTILIZER & MULCH, HYDROSEED AND/OR SOD (RECOMMEND CENTIPEDE, PENSACOLA BAHIA OR BERMUDA SOD). POND AND SWALE TOPS AND SIDES SHALL BE SODDED AND PINNED. ALL SOD PLACED ON SIDE SLOPES 4 TO 1 OR GREATER SHALL BE PINNED.

5. WHERE SOD IS BEING INSTALLED, TOPSOIL SHALL BE USED AS A BASE AT LEAST 3" DEEP.

6. AFTER THE SITE HAS BEEN BROUGHT TO PROPER GRADE FOR PLACEMENT OF TOPSOIL AND IMMEDIATELY PRIOR TO DUMPING AND SPREADING THE TOPSOIL, THE SUBGRADE SHALL BE LOOSENED BY DISKING OR SCARIFYING TO A DEPTH OF 2" TO INSURE BONDING OF THE TOPSOIL AND SODDING. 7. TOPSOIL SHALL NOT BE PLACED IN A MUDDY CONDITION, WHEN THE SUBGRADE IS EXCESSIVELY WET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO

PROPER GRADING AND PROPOSED SODDING. 8. THE TOPSOIL SHALL BE UNIFORMLY DISTRIBUTED TO A MINIMUM COMPACTED DEPTH OF 3".

9. ANY IRREGULARITIES IN THE SURFACE RESULTING FROM TOPSOILING OR OTHER OPERATIONS SHALL BE CORRECTED IN ORDER TO PREVENT THE FORMATION OF DEPRESSIONS OR WATER POCKETS

10. COMPACT THE TOPSOIL ENOUGH TO ENSURE GOOD CONTACT WITH THE UNDERLYING SOIL AND TO OBTAIN A LEVEL SEED BED FOR THE ESTABLISHMENT OF HIGH MAINTENANCE TURF. AVOID UNDUE COMPACTION.

11. CONTRACTOR IS TO MAINTAIN SODDING AND GRASSING BY WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING AND OTHER OPERATIONS SUCH AS ROLLING, RE-GRADING AND REPLANTING AS REQUIRED TO ESTABLISH GRASSED/SODDED AREAS FREE OF ERODED OR BARE AREAS AND REPLACE ANY REJECTED MATERIALS PROMPTLY FROM THE SITE. CONTRACTOR IS TO INCLUDE COST OF MAINTAINING SODDING AND GRASSING IN THE BID.

12. CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN A CODE ENFORCEMENT VIOLATION. 13. DEVELOPER/CONTRACTOR SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE ANY DISTURBED AREAS FOUND IN RETENTION POND AT END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND PRIOR TO REQUEST FOR INSPECTION.

14. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION AND PROVIDE A TOPOGRAPHICAL SURVEY (CERTIFIED BY A STATE OF FLORIDA LICENSED SURVEYOR) OF THE PROJECT AREA WHICH ILLUSTRATES AS-BUILT CONDITIONS OF ALL WORK AND SITE IMPROVEMENTS, INCLUSIVE OF PIPING, DRAINAGE STRUCTURES, STORMWATER POND TOPOGRAPHY, SITE ELEVATIONS AND GRADING, OUTLET STRUCTURES, DIMENSIONS, ETC. THESE RECORD DRAWINGS ARE TO BE PROVIDED TO THE PROJECT ENGINEER PRIOR TO REQUESTING FINAL INSPECTION.

15. THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE CITY INSPECTIONS OFFICE (850-436-5600) AN INSPECTION OF THE EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO CONSTRUCTION, UNDERGROUND DRAINAGE STRUCTURES PRIOR TO BURIAL, ALL INTERMEDIATE INSPECTIONS AND THE FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.

16. EROSION SHALL BE CONTROLLED BY THE USE OF A HAY BALE BARRIER/SILT FENCE AS SHOWN ON PLANS AND SHALL BE SETUP PRIOR TO COMMENCING CONSTRUCTION. THE EROSION CONTROL BARRIER SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION BY THE CONTRACTOR. UPON COMPLETION OF THE PROJECT, THE DETENTION AREA SHALL BE CLEANED OF SILT & STABILIZATION OF ALL DISTURBED AREAS SHALL BE ACCOMPLISHED.

17. CONTRACTOR SHALL NOTIFY SUNSHINE ONE UTILITIES (1–800–432–4770) TWO FULL BUSINESS DAYS IN ADVANCE PRIOR TO DIGGING WITHIN R/W. 18. ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO REQUESTING A FINAL INSPECTION AND ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY.

19. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND THE CITY OF PENSACOLA. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY.

20. RIGHT-OF-WAY SHOULDER STABILIZATION SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).

21. ALL EXCESS MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER BY THE CONTRACTOR. IF THERE WILL BE TEMPORARY STOCKPILING OF MATERIALS ON THE SITE, THESE AREAS SHOULD CONTAIN EROSION CONTROL BMP'S (e.g. SILT FENCE, HAY BALES, ETC) AS NECESSARY. 22. ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN OFF FROM THE CITY.

23. ALL BUILDING ROOF DRAINS, DOWN SPOUTS OR GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER RUNOFF TO ON-SITE RETENTION BASIN. 24. CONTRACTOR TO COORDINATE WITH LOCAL UTILITY COMPANIES FOR REMOVAL AND RELOCATION OF EXISTING UTILITY POLES, AERIAL LINES, WATER LINES, GAS LINES

AND OTHER UTILITIES AS NECESSARY. 25. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.

26. UTILITY LOCATIONS ARE APPROXIMATE BASED ON LOCATION OF ABOVE GROUND APPURTENANCES, AND AS TAKEN FROM THE SURVEY. UNDERGROUND UTILITIES NOT SHOWN HEREIN MAY EXIST.

27. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

28. CONTRACTOR SHALL COMPLY WITH ANY TESTING REQUIRED BY STATE AND LOCAL GOVERNING AGENCIES SUCH AS ASPHALT CORES AND SUB-BASE/BASE COMPACTION TESTING. 29. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY CONFLICTS BETWEEN VENDOR DRAWINGS, EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS.

30. CONTRACTOR TO PROVIDE TEMPORARY PROTECTION TO TREES THAT ARE TO REMAIN (IF APPLICABLE).

31. TRENCHING OR GRADING AROUND TREES TO REMAIN SHALL BE AWAY FROM THE TREE IN A MANNER TO CAUSE NO DAMAGE TO THE TREE.

32. CONTRACTOR SHALL CONSTRUCT TEMPORARY MEASURES AND SUPPORT TO ACCESS THE SITE AND SHALL INCLUDE THE COST FOR SAME IN THE BID. CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE SATISFACTION OF THE OWNER AND/OR GOVERNING AGENCY.

# SIGNAGE:

NO NEW SIGNAGE PROPOSED WITH THIS DEVELOPMENT.

# JURISDICTIONAL CONTACTS:

CITY OF PENSACOLA DEVELOPMENT SERVICES 222 WEST MAIN STREET PENSACOLA, FL 32502 PHONE NO.: (850)-435-1603 FAX NO.: (850)-435-1611

EMERALD COAST UTILITIES AUTHORITY 9255 STURDEVANT STREET PENSACOLA, FL 32514 PHONE NO.: (850)-476-5110 FAX NO.: 850-494-7346

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT 700 US HIGHWAY 331 SOUTH DEFUNIAK SPRINGS, FL 32435 PHONE NO.: (850)-951-4660 FAX NO.: (850)-892-8007

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION 160 W. GOVERNMENT STREET PENSACOLA, FL 32502 PHONE NO.: (850)-595-0581 FAX NO.: (850)-595-8311

# PROJECT DIRECTORY:

CIVIL ENGINEER HAMMOND ENGINEERING, INC. 3802 NORTH 'S' ST. PENSACOLA, FL 32505 PHONE NO.: (850)-434-2603 FAX NO.: (850)-434-2650

SURVEYOR 360 SURVEYING SERVICES 14 LIVE OAK STREET SUITE: E GULF BREEZE, FL 32561 PHONE NO.: (850)-857-4400

NO.	DATE	REVISIONS

# SITE DEVELOPMENT PLANS FOR VETERANS MEMORIAL PARK **RESTROOMS AND** EDUCATIONAL/ARCHIVE CENTER

SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST CITY OF PENSACOLA, FLORIDA

1124 EAST YONGE STREET PENSACOLA, FL 32503

MR. PETER W. McKANNA VETERANS MEMORIAL PARK FOUNDATION OF PENSACOLA, INC 2775 MUIRFIELD DR. NAVARRE, FL 32566

PROPERTY I.D NO.: 46-2S-30-9100-001-161 ZONING DESIGNATION: GRD ADJACENT ZONING: GRD FLU DESIGNATION: R ADJACENT FLU: R

# INDEX OF DRAWINGS:

- $\sim$  COVER C1
- $\sim$  EXISTING CONDITIONS C2
- DEMOLITION & EROSION CONTROL PLAN
- SITE & GRADING PLAN
- UTILITY PLAN C5 $\sim$ C6
- $\sim$  LANDSCAPING PLAN C7CONSTRUCTION DETAILS  $\sim$
- С8  $\sim$  UTILITY DETAILS
- $\sim$  LIFT STATION DETAILS С9



HAMMOND ENGINEERING, INC. FLORIDA AUTHORIZATION NO. 9130 ALABAMA AUTHORIZATION NO. 3277 3802 NORTH "S" STREET PENSACOLA, FLORIDA 32505 850-434-2603 FAX 850-434-2650 Tom@selanddesign.com

> JUNE 23, 2022 HEI PROJECT #: 22-050

38. THE CONTRACTOR SHALL FLUSH AND CLEAN ALL STORMWATER PIPES AND STRUCTURES AT END OF CONSTRUCTION AFTER ALL DISTURBED AREAS HAVE BEEN STABILIZED. 39. PLACEMENT OF UNDERGROUND SYSTEMS, IRRIGATION, SEWER, WATER, DRAINAGE, ELECTRICAL, GAS, ETC. SHALL BE COMPLETED PRIOR TO LANDSCAPE

INSTALLATION. 40. PROPERTY OBSTRUCTIONS WHICH ARE TO REMAIN IN PLACE SUCH AS BUILDINGS, SEWERS, DRAINS, WATER OR GAS PIPES, ELECTRICAL, CONDUITS, POLES, WALLS, POSTS, ETC. ARE TO BE CAREFULLY PROTECTED AND ARE NOT TO BE DISPLACED UNLESS NOTED.

41. THE CONTRACTOR SHALL ADHERE TO ALL LOCAL, STATE AND FEDERAL AGENCIES RULES CONCERNING SAFETY. 42. CONTRACTOR SHALL PLACE AND MAINTAIN ADEQUATE BARRICADES, CONSTRUCTION SIGNS, FLASHING LIGHTS, TORCHES, RED LANTERNS, AND GUARDS DURING PROGRESS OF CONSTRUCTION WORK AND UNTIL IT IS SAFE FOR BOTH PEDESTRIAN AND VEHICULAR TRAFFIC. 43. CONTRACTOR SHALL INCLUDE IN HIS BID ANY COST ASSOCIATED WITH DE-WATERING AND DE-MUCKING FOR INSTALLATION OF REQUIRED INFRASTRUCTURE (IF

APPLICABLE).

44. THE CONTRACTORS MEANS AND METHODS OF GROUNDWATER DE-WATERING SHALL COMPLY WITH ALL REGULATORY REQUIREMENTS FOR THE TEMPORARY DIVERSION OF GROUNDWATER AND ITS DISCHARGE, INCLUDING FAC CHAPTER 62–621.300(2) "GENERIC PERMIT FOR THE DISCHARGE OF PRODUCED GROUNDWATER FROM ANY NON-CONTAMINATED SITE ACTIVITY" (IF APPLICABLE) 45. CONTRACTOR SHALL INCLUDE IN HIS BID ANY COST ASSOCIATED WITH SELECT BACKFILL FOR INSTALLATION OF ANY INFRASTRUCTURE.

46. CONTRACTOR SHALL CLEAN UP ENTIRE SITE INCLUDING STAGING AREAS AT LEAST TWO TIMES PER WEEK. THIS SHALL INCLUDE LOCATING TRASH/SCRAP RECEPTACLES AT APPROPRIATE LOCATIONS AROUND THE SITE. CONTRACTOR SHALL PICK UP ALL ROCKS, METAL, PIPE, NAILS, NUTS, BOLTS, BOARDS, PAPER, TRASH, ETC. AT LEAST TWICE A WEEK. CONTRACTOR SHALL INCLUDE COST OF SAME IN BID.

47. CONTRACTOR SHALL RESTORE ALL STAGING AREAS TO AS GOOD AS OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION. THIS INCLUDES IRRIGATION AND SOD REPLACEMENT OF NECESSARY. ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 20 DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW, OR EQUIVALENT MATERIAL, AT A RATE OF TWO (2) TONS PER ACRE. 48. IMMEDIATELY FOLLOWING INITIAL DISTURBANCE OR ROUGH GRADING, ALL CRITICAL AREAS SUBJECT TO EROSION (i.e. STEEP SLOPES AND ROADWAY

INCHES MIXED WITH THE TOP TWO (2) INCHES OF SOIL. 49. ANY SLOPES RECEIVING INFRASTRUCTURE INSTALLATION WILL BE BACKFILLED AND STABILIZED DAILY, AS THE INSTALLATION PROCEEDS (i.e. SLOPES GREATER THAN 3:1)

50. SHOULD THE CONTROL OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINKLED UNTIL THE SURFACE IS WET, TEMPORARY VEGETATION COVER SHALL BE ESTABLISHED OR MULCH SHALL BE APPLIED IN ACCORDANCE WITH STANDARDS FOR EROSION CONTROL. 51. ALL SOIL WASHED, DROPPED, SPILLED OR TRACKED OUTSIDE THE LIMITS OF DISTURBANCE OR ONTO PUBLIC RIGHT OF WAY WILL BE REMOVED IMMEDIATELY.

OF CONSTRUCTION OF THE PROJECT. FACILITIES.

CODE ENFORCEMENT ACTION.

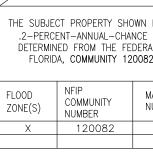
57. ANY AREAS USED FOR THE CONTRACTORS STAGING, INCLUDED BUT NOT LIMITED TO, TEMPORARY STORAGE OF STOCKPILED MATERIALS (i.e. CRUSHED STONE, QUARRY PROCESS STONE, SELECT FILL, EXCAVATED MATERIALS, ETC.) SHALL BE ENTIRELY PROTECTED BY A SILT FENCE ALONG THE LOW ELEVATION SIDE TO CONTROL SEDIMENT RUNOFF

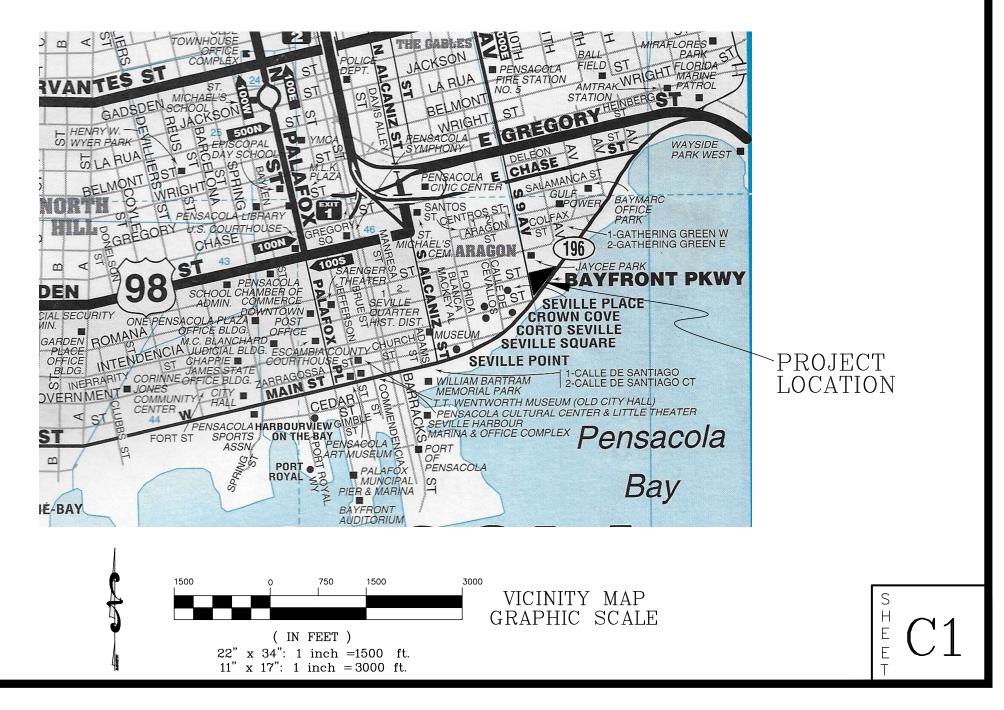
59. FOR SITES WITH DISTURBANCE EXCEEDING 1 ACRE...TO COMPLY WITH NPDES REQUIREMENTS, THE CONTRACTOR SHALL SUBMIT AN NPDES NOTICE OF INTENT TO FDEP A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ADDITIONALLY, ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/2 RAINFALL EVENT OR AT LEAST WEEKLY. A CERTIFIED STORMWATER MANAGEMENT INSPECTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL EFFORTS. INSPECTION RECORDS SHOULD BE ON HAND AT ALL TIMES AND PROVIDED TO ANY FDEP REPRESENTATIVE THAT MAY VISIT THE SITE DURING CONSTRUCTION.

60. THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO CITY OF PENSACOLA "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY, OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS. THE "AS-BUILT" CERTIFICATION OR "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.

61. RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS. 62. REFER TO BUILDING PLANS FOR ADDITIONAL INFORMATION.

# FLOOD ZONE DATA





# GENERAL NOTES CONTINUED.

33. CONTRACTOR SHALL COORDINATE HIS WORK AND COOPERATE WITH OTHER CONTRACTORS WORKING AROUND THE PROJECT AREA.

34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING SPILLS OF POTENTIALLY HAZARDOUS SUBSTANCES (i.e. GASOLINE, DIESEL FUEL, HYDRAULIC FLUID, ETC.) TO THE APPROPRIATE STATE (FDEP STATE WARNING POINT 1-800-320-0519) AND LOCAL (ESCAMBIA COUNTY HEALTH DEPT. 850-595-6700) AGENCIES. 35. SOLID WASTE SHALL BE KEPT IN AN APPROVED DUMPSTER THROUGHOUT CONSTRUCTION ACTIVITIES.

36. ALL VALVE BOXES SHALL BE SET FLUSH WITH GRADE (IF APPLICABLE).

37. ADEQUATE PROVISIONS SHALL BE MADE FOR FLOW OF SEWERS, DRAINS, AND WATER COURSES ENCOUNTERED DURING CONSTRUCTION.

EMBANKMENTS) WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AT A THICKNESS OF TWO (2) TO FOUR (4)

52. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION OR SEDIMENTATION THAT MAY OCCUR BELOW STORMWATER OUTFALLS OR OFFSITE AS A RESULT

53. ALL SOIL STOCKPILES ARE TO BE TEMPORARILY STABILIZED IN ACCORDANCE WITH SOIL EROSION AND SEDIMENT CONTROL NOTE #48 ABOVE. 54. THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORMWATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL

55. ALL SEDIMENTATION STRUCTURES SHALL BE INSPECTED AND MAINTAINED REGULARLY.

56. ANY DIRT THAT RUNS OFF OF THE PROJECT SITE ONTO PUBLIC STREETS SHALL BE REMOVED AND CLEANED IMMEDIATELY. FAILURE TO COMPLY CAN RESULT IN

58. ALL CONSTRUCTION METHODS AND MATERIALS MUST CONFORM TO CURRENT CITY OF PENSACOLA, FDEP, AND ECUA STANDARDS AND REQUIREMENTS.

N HEREON IS LOCATED IN FLOOD ZONE X, (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT AND E FLOODPLAINS. NO BFE'S OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS RAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF CITY OF PENSACOLA, 82, FIRM MAP PANEL NUMBER 12033C0390G, MAP REVISION DATED SEPTEMBER 29, 2006.				
MAP NUMBER	PANEL NUMBER(S)	SUFFIX	MAP REVISION DATE	
12033C	0390	G	SEPTEMBER 29, 2006	

GRAPHIC SCALE  $22^{"}x34^{"}$  SCALE 1 inch = 20 ft. 20 40 11"x17" SCALE 1 inch = 40 ft. <u>LEGEND:</u> 🕂 = TEMPORARY BENCHMARK 📩 = light pole  $\vec{N} = NORTHING$ E = EASTINGRCP = REINFORCED CONCRETE PIPE I.E. = INVERT ELEVATION -----6----- MINOR CONTOUR = CONCRETE BENCHMARK INFO: T.B.M. #1 NAIL & DISK IN SIDEWALK, ELEVATION: 7.01' T.B.M. #2 NAIL & DISK IN SIDEWALK, ELEVATION: 7.06' <u>SURVEYOR'S NOTES:</u> 1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 03-29-2022.

- 2. THIS IS A TOPOGRAPHIC DATA ONLY. NO BOUNDARY SURVEY PERFORMED AS PER CLIENT.
- 3. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED. 4. NORTH AND THIS SURVEY IS BASED ON THE STATE PLANE COORDINATE SYSTEM,
- FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (RE-ADJUSTED IN 2011). 5. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL
- DATUM OF 1988 (NAVD88) BASED ON NATIONAL GEODETIC SURVEY MARKER DESIGNATION: 872 9840 BASIC (PID: BG1730), HAVING A PUBLISHED ELEVATION OF 12.29 FEET.
- SURVEYOR'S REFERENCES:
- TOPOGRAPHIC SURVEY OF VETERAN MEMORIAL PARK BY FABRE ENGINEERING, INC. DATED 7-18-13, JOB NUMBER 130066.

# SITE SURVEY COMPLETED BY:





	NO. DATE REVISIONS			THIS DRAWING IS THE DRODERTY OF HAMMOND ENCINEERING INC AND IS NOT	TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.
ENOTES PROJECT SITE AREA NOT INCLUDING OFF-SITE UTILITIES)	IAMMOND ENGINEERING, INC.	AUTHORIZATION	3802 NORTH "S" STREET PENSACOLA, FLORIDA 32505	850 434-260 XX 850-434-26	Tom@selandesign.com
APPROXIMATE LOCATION OF BOUNDARY & RIGHT OF WAY.					
LIGHT POLE 10" OAK LOCATIONS SUPERIMPOSED PER PROPERTY APPRAISERS MAP. NO BOUNDARY INFO OBTAINED PER CLIENTS REQUEST. APPROXIMATE LOCATION OF JUNCTION BOX (JUNCTION BOX BURIED) LOCATION & ELEVATION INFO PER SURVEY REFERENCE #1 TOP: 9.58 LE 2.58	SITE DEVELOPMENT PLANS FOR	VETERANS MEMORIAL PARK RESTROOMS AND	EDUCATIONAL / ARCHIVE CENTER	EXISTING CONDITIONS	CITY OF PENSACOLA FLORIDA
TOP: 9.43 10° OK 10°	DRAWN BY: CJG Designed by: RLS	СНЕСКЕО ВУ: ТGH	DATE: 06/23/22 2 Scale: AS Shown	ASED CTION	
No legisel , //	SH	EE	Г: (	C2	

	GRAPHI	C SCALE
22	2"x34" SCALE	1 inch = 10 ft.
10 0	5 10	20
1 1	"x17" SCALE	1 inch = 20 ft.
MAGNET		
	LEGEND:	
		DENOTES EXISTING ASPHALT
		DENOTES EXISTING CONCRETE
		DENOTES EXISTING CONCRETE TO BE REMOVED
	=====	DENOTES EXISTING STORM PIPE
	######	DENOTES EXISTING STORM PIPE TO BE REMOVED
	— SF —	DENOTES PROPOSED SILT FENCE
		DENOTES PROPOSED HAY BALE EROSION CONTROL PROTECTION
		DENOTES EXISTING TREE
	X	DENOTES EXISTING TREE TO BE REMOVED



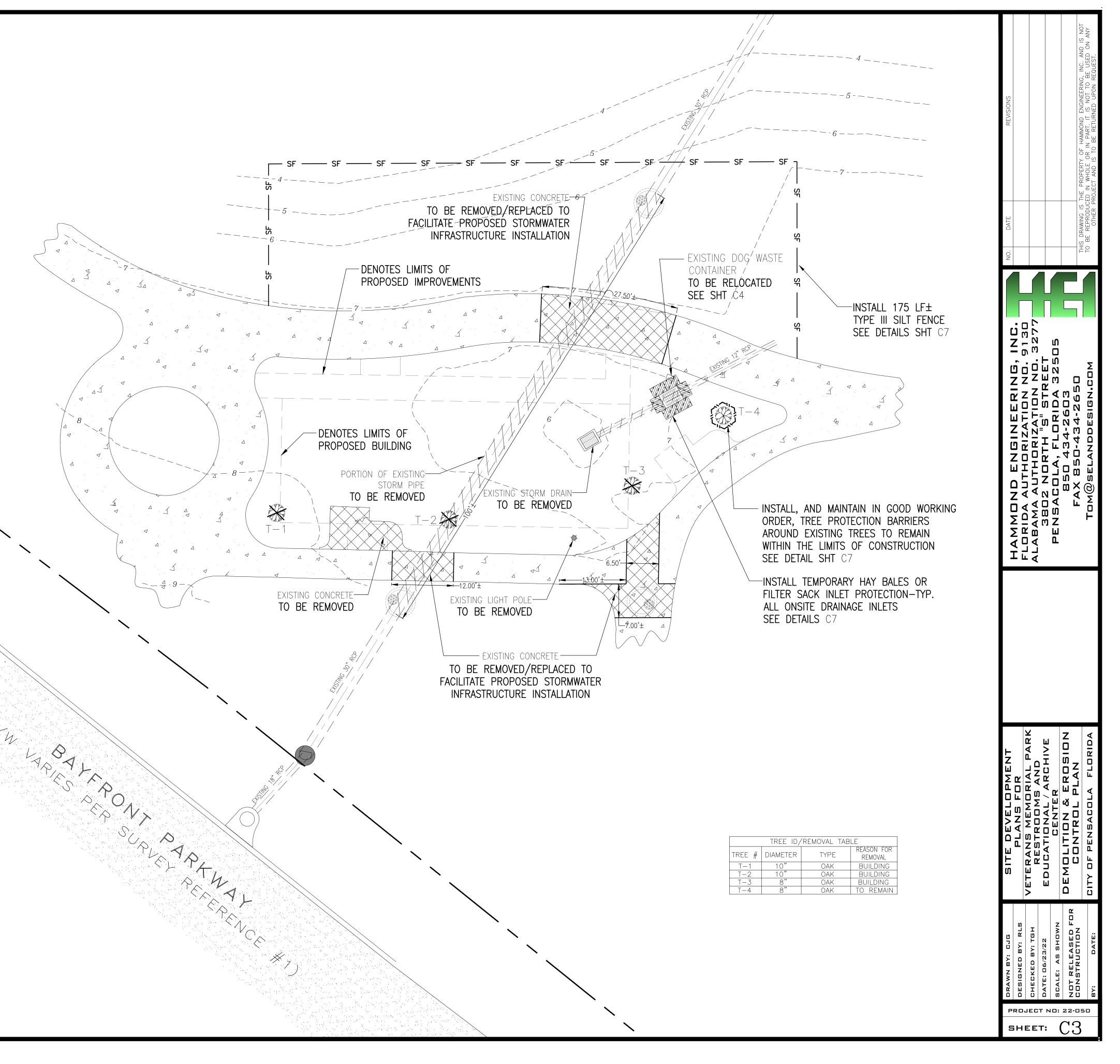
CONTRACTOR TO NOTIFY SUNSHINE 811 A MINIMUM 2 BUSINESS DAYS IN ADVANCE PRIOR TO DIGGING WITHIN THE RIGHT OF WAY; 1-800-432-4770

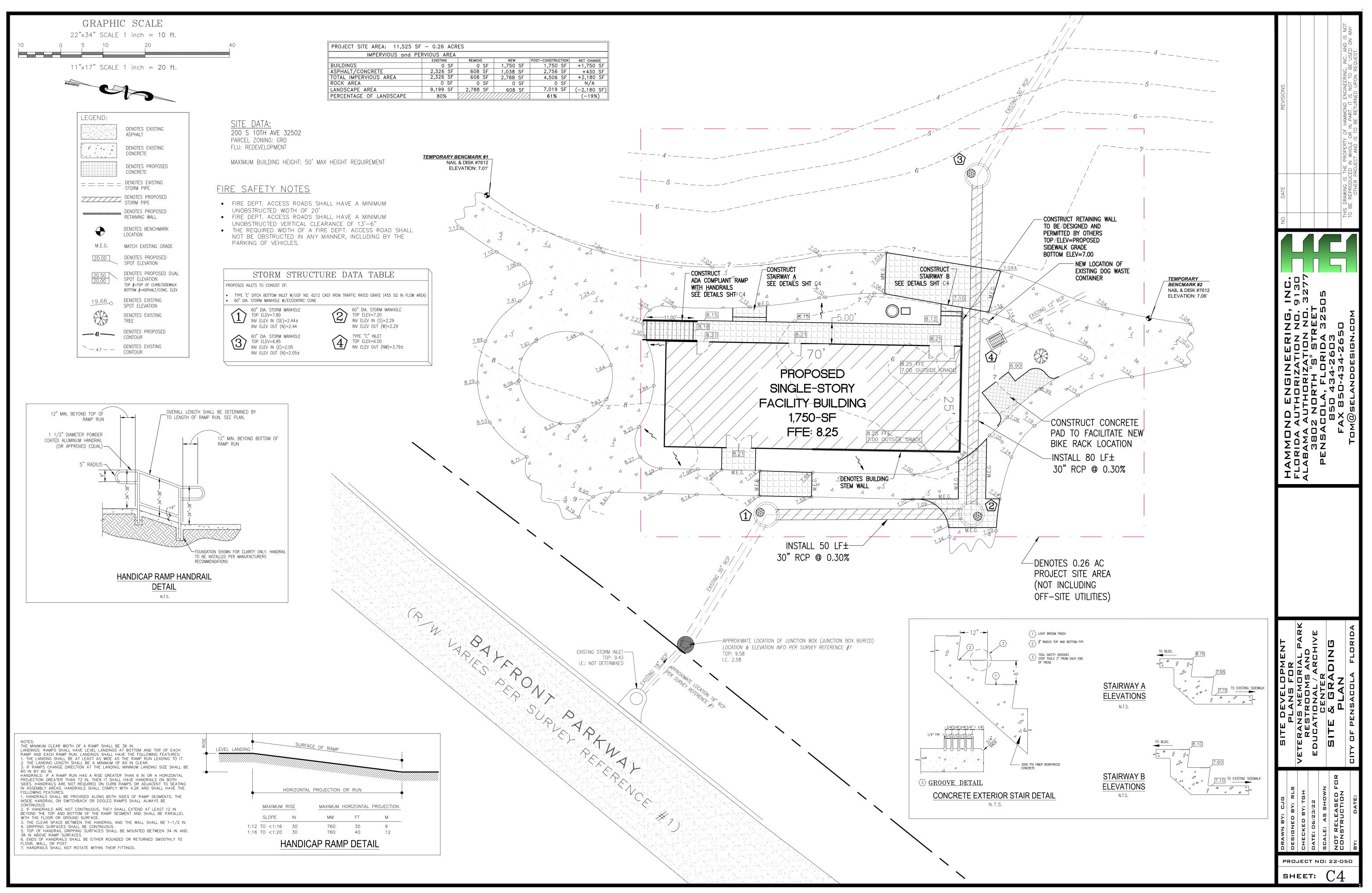
> (P U

Know what's **below** Call before you dig

DEMOLITION/EROSION CONTROL NOTES

- 1. WHERE ASPHALT/CONCRETE TO BE REMOVED EXTENDS PAST PROPERTY LINE, CONTRACTOR TO COORDINATE PROPOSED REMOVAL WITH ADJACENT PROPERTY OWNER TO ASSURE HE/SHE DESIRES MISCELLANEOUS IMPERVIOUS SURFACE TO BE REMOVED.
- 2. WHERE EXISTING ASPHALT/CONCRETE IS BEING REMOVED ON PROPERTY LINE, REMOVAL SHALL BEGIN AT THE PROPERTY LINE AND WORK TOWARDS THE INTERIOR OF THE PROPERTY. INITIALLY, A 3'± STRIP OF EXISTING ASPHALT/CONC. SHALL BE REMOVED NEXT TO THE PROPERTY LINE TO ALLOW FOR INSTALLATION OF PROPOSED EROSION CONTROL BMP'S.
- 3. IT IS UNDERSTOOD THAT WHERE SILT FENCING IS ILLUSTRATED ON EXISTING ASPHALT/CONC. THAT THE EXISTING ASPHALT/CONC. SHALL BE REMOVED IN THAT IMMEDIATE AREA PRIOR TO INSTALLATION OF BMP.
- 4. THE EROSION AND SEDIMENT CONTROL RULES ARE PERFORMANCE ORIENTED. THAT IS, THE MEASURES USED AT A CONSTRUCTION SITE MUST BE EFFECTIVE IN CONTROLLING EROSION AND PREVENTING OFF-SITE SEDIMENTATION FOR THE SITE TO BE IN COMPLIANCE. FOLLOWING AN APPROVED PLAN AND INSTALLING THE CONTROL MEASURES MAY NOT BE ENOUGH FOR A SITE TO BE IN COMPLIANCE WITH THE RULES. IF EROSION AND OFF-SITE SEDIMENTATION OCCUR, THE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING ADDITIONAL MEASURES TO CORRECT ANY PROBLEM ASSOCIATED WITH COMPLIANCE OF THE NPDES PERMIT OR ANY OTHER PERMIT REQUIRED FOR THE SITE CONSTRUCTION. THE CONTRACTOR WILL ALSO BE COMPLETELY RESPONSIBLE FOR ANY FINES LEVIED BY ANY GOVERNING AGENCY ON THE PROJECT DURING CONSTRUCTION.
- 5. EROSION CONTROL MEASURES SHOWN ARE MINIMUM REQUIREMENTS ONLY. CONTRACTOR SHALL REINFORCE AND/OR ADD ADDITIONAL MEASURES AS CONDITIONS WARRANT AND/OR AS DIRECTED BY THE PROPER REGULATORY AUTHORITIES.
- 6. ON SITES > 1 ACRE, IF > 1 CONTIGUOUS ACRE IS DECLARED, A GROUND COVER SUFFICIENT TO PREVENT EROSION SHOULD BE PLANTED OR OTHERWISE STABILIZED WITHIN 10 WORKING DAYS ON THE PORTION OF THE SITE UPON WHICH FURTHER ACTIVE CONSTRUCTION WILL NOT BE UNDERTAKEN WITHIN 90 DAYS.
- 7. TO COMPLY WITH NPDES REQUIRMENTS, EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/2" RAINFALL EVENT OR AT LEAST WEEKLY. THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS; INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP.
- 8. TREE PROTECTION BARRICADES SHALL BE INSTALLED PRIOR TO ANY SITE DISTURBANCE AND EARTH MOVING IMPACTS (i.e. ROOT RAKING, TRENCHING, GRADING, ETC.) SHOULD TAKE PLACE OUTSIDE OF THE PROTECTION BARRICADE.
- 9. SHOULD OFF-SITE TRACKING OF DIRT AND SEDIMENT OCCUR, A ROCK CONSTRUCTION ENTRANCE WILL BE REQUIRED.
   10. NO. CITE WORK, ACTIVITIES, CLUME, TAKE DIAGE, WELLOUT, CLTE DEVIEW (ADDROVAL).
- 10. NO SITE WORK ACTIVITIES SHALL TAKE PLACE WITHOUT CITY SITE REVIEW/APPROVAL OF PROPOSED EROSION CONTROL MEASURES AND ADVANCED NOTIFICATION OF THE REQUESTED INSPECTION IS REQUIRED.





# GRAPHIC SCALE $22^{\circ}x34^{\circ}$ SCALE 1 inch = 20 ft. 0 10 20 40 11"x17" SCALE 1 inch = 40 ft.

LEGEND:	
	DENOTES EXISTING ASPHALT
	DENOTES EXISTING CONCRETE
	DENOTES PROPOSED CONCRETE
====	DENOTES EXISTING STORM PIPE
ессинницинный	DENOTES PROPOSED RETAINING WALL
W	DENOTES EXISTING WATER LINE
W	DENOTES PROPOSED WATER LINE
SS	DENOTES PROPOSED SANITARY SEWER LINE
FM	DENOTES EXISTING FORCE MAIN
FM	DENOTES PROPOSED FORCE MAIN
A THE A	DENOTES EXISTING TREE
	DENOTES EXISTING LIFT STATION
BFP	DENOTES EXISTING BACKFLOW PREVENTER

# GENERAL UTILITY NOTES

1. All potable water and sanitary sewer work shall be done in accordance with ECUA'S engineering manual.

Contractor shall notify ECUA and the County Engineer 48 hours prior to the commencement of this project.
 Contractor shall make sewer service connections and potable water connections with an ECUA

inspector present. 4. All work shall comply with applicable standards and codes established by ECUA and the Florida Department of Environmental Protection and written specifications.

Department of Environmental Protection and written specifications. 5. Contractor shall notify Sunshine One Utilities two business days in advance prior to digging within R/W; 1-800-432-4770.

6. The Contractor shall notify the superintendents of the water, gas, sewer, telephone and power companies 10 days in advance, that he intends to start work in a specific area. The Owner disclaims any responsibility for the support and protection of sewers, drains, water pipes, gas pipes, conduits of any kind, utilities or other structures owned by the City, County, State or by private or public utilities legally occupying any street, alley, public place or right—of—way.

7. Florida State Statute 553.851 requires that all excavators notify gas companies of their intention to perform any excavation at least two business days (excluding Sat., Sun. & holidays) prior to beginning work.

8. Locations of existing utilities shown on plans are approximate only and it shall be the responsibility of the Contractor to verify the location and sizes before construction. Failure of the plans to show the existence of any underground utilities, structures, etc., shall not relieve the Contractor from the responsibility of locating, preserving and protecting said utility or structures.

9. Property obstructions which are to remain in place, such as buildings, sewer, storm drains, water or gas pipes, electrical conduits, poles, walls, posts, etc., are to be carefully protected and are not to be displaced, unless noted.

10. Relocation of the obstructions owned by private property Owner, such as mailboxes, shall be the responsibility of the Contractor who must coordinate with the property Owner.

11. Control of sedimentation and erosion shall be the Contractor's responsibility.

12. Contractor shall dispose of by hauling away all excess material.

13. The Utility Contractor shall make connections to the sanitary sewer as shown and shall verify locations and elevations of all utility lines prior to beginning work. The Utility Contractor shall include the cost of protection and/or relocation of other utilities in his bid and shall coordinate his work with other utility sub-contractors to prevent conflicts with other utility lines.

14. Contractor shall be responsible for and comply with any testing required by the local governing agency in addition to the testing requirements outlined in the specifications.

15. Proposed water line shall have a minimum cover of 30" and a maximum cover of 36" below finished grade unless otherwise noted.

16. "As-built" drawings showing all service lines, laterals, mains and valve locations measured from permanent reference points shall be furnished to the Engineer prior to acceptance.

17. Grading around trees which are to remain shall be away from the tree in a manner to cause no damage to the tree.

18. Contractor shall be responsible for the seeding and mulching and/or sodding of street and road shoulder areas in accordance with FDOT and applicable county requirements and standards.

19. Water supply facilities, including mains, shall be installed, cleaned, disinfected and bacteriologically cleared for service in accordance with the latest applicable AWWA Standards and coordinated with the designated ECUA Inspector and Quality Control Supervisor.

All onsite water and sewer facilities shall be privately owned, operated and maintained.
 Contractor is responsible for adjustment of existing utilities if proposed improvements impact existing utilities.

22. All work to take place within the right of way or to be owned and maintained by ECUA post-construction shall be performed by a certified underground utility contractor.

23. Contractor must locate existing water main and sanitary sewer force main line to be tied into and verify configuration to establish the best location for connection.

24. Contractor shall obtain an Escambia County right of way permit prior to working within the county R/W.25. Contractor to video/document all right of way areas to be impacted prior to construction.

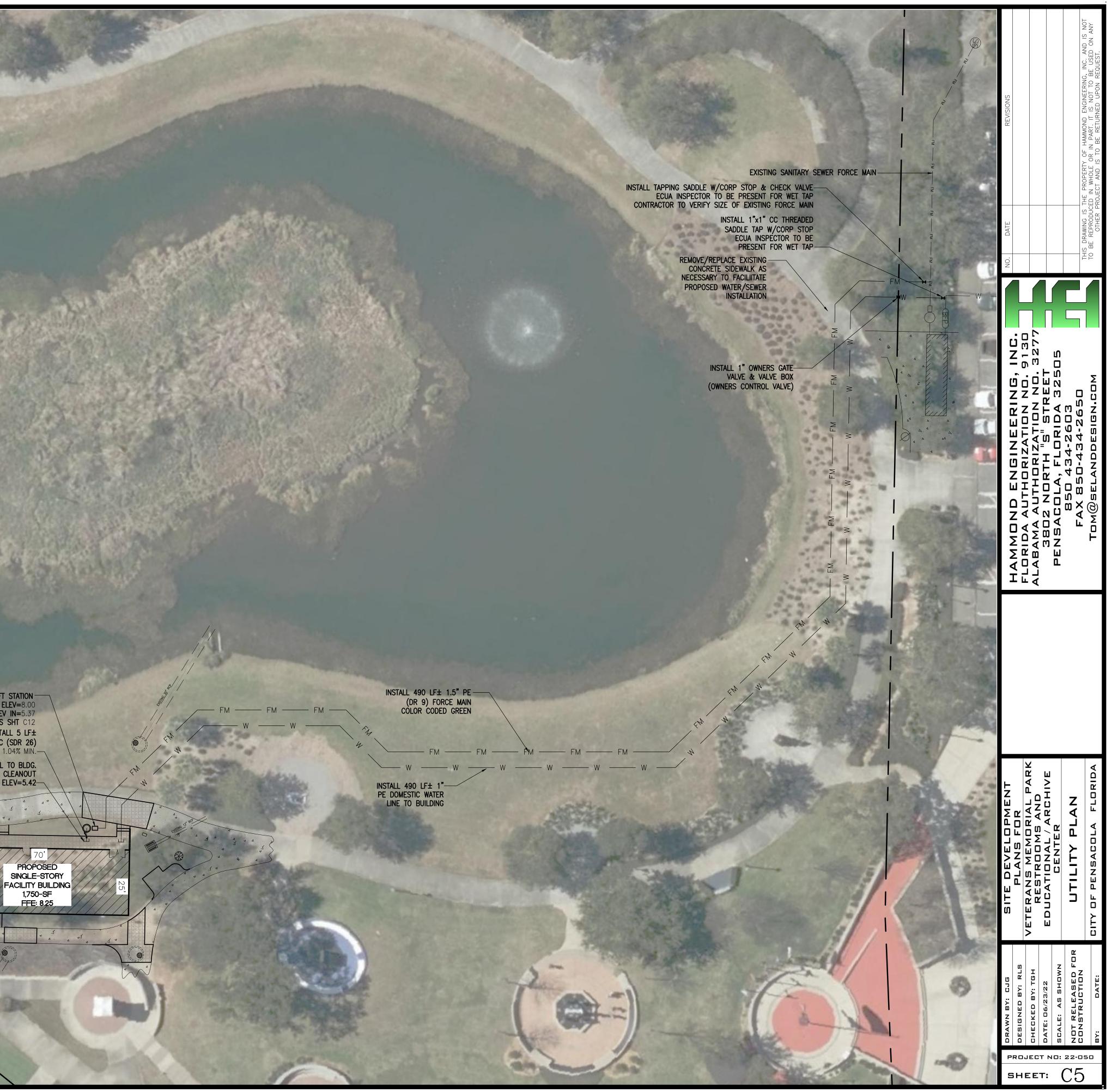
26. Reference utility details provided on sheet C8 & C9.

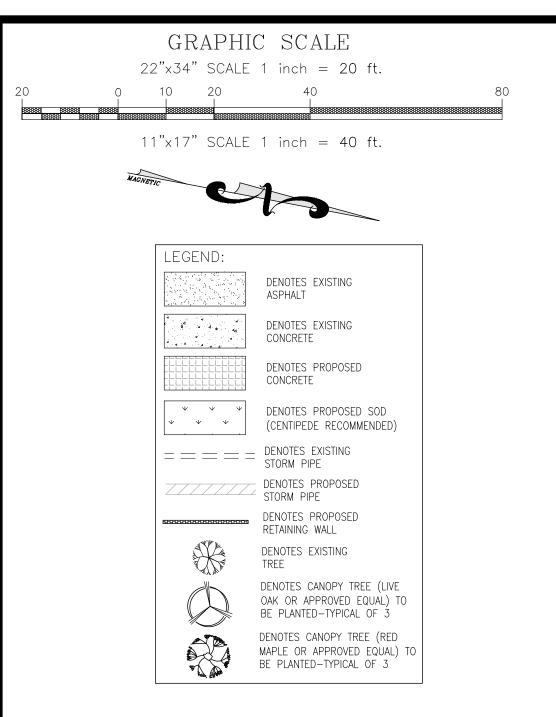
27. Contractor to coordinate power supply to building with Gulf Power...850-429-2861

28. Contractor to coordinate proposed natural gas service with Energy Services of Pensacola...850-983-5434.

# INSTALL 36"Ø LIFT STATION -----**TOP ELEV=**8.00 INV ELEV IN=5.37 SEE DETAILS SHT C12 INSTALL 5 LF± 4" PVC (SDR 26) **◎** 1.04% MIN.— SEWER LATERAL TO BLDG. INSTALL CLEANOUT INV ELEV=5.42

152.00





# REQUIRED LANDSCAPE PLANTING DATA

EAST BOUNDARY LINE: NO BUFFER REQUIRED, BAYFRONT PARKWAY RIGHT OF WAY.

WEST BOUNDARY LINE: NO BUFFER REQUIRED, S 9TH AVENUE RIGHT OF WAY.

**REQUIRED MITIGATION:** SIX (6) THREE-INCH (3") DBH TREES TO BE PLANTE. AS PER SEC 12-6-6(E) CITY OF PENSACOLA LDC, \$400 SHALL BE PAID TO THE TREE PLANTING TRUST FUND FOR EVERY ONE (1) MITIGATION TREE NOT PLANTED ONSITE DUE TO THE LACK OF ADEQUATE SPACE.

NORTH BOUNDARY LINE: NO BUFFER REQUIRED, E ROMANA STREET RIGHT OF WAY.

SOUTH BOUNDARY LINE: NO BUFFER REQUIRED, S 9TH AVENUE/BAYFRONT PARKWAY RIGHT OF WAY.

# LANDSCAPING NOTES:

THE CONTRACTOR IS TO BE AWARE OF UNDERGROUND UTILITIES THROUGHOUT LANDSCAPED AREAS THAT MAY NOT BE ILLUSTRATED ON THIS PLAN. CONTRACTOR SHALL VERIFY LOCATION AND PROTECT ALL UTILITIES DURING EXCAVATION AND/OR FINISH GRADING ACTIVITIES.

THE CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGE TO EXISTING UTILITIES, WALKWAYS, PAVING OR OTHER ELEMENTS IN PLACE AT THE COMMENCEMENT OF HIS WORK, AT NO ADDITIONAL COST TO THE OWNER.

ANY ADJUSTMENT TO THIS PLAN DUE TO EXISTING CONDITIONS NOT REFLECTED ON THIS PLAN WILL BE RESOLVED AT THE TIME OF INSTALLATION.

4. FINISH GRADES FOR ALL PLANTING, SOD AND SEED AREAS SHALL BE ESTABLISHED AND APPROVED BY THE OWNER/DEVELOPER PRIOR TO PLANTING, SODDING OR SEEDING. 5. ALL TRASH AND CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE SITE

PRIOR TO ESTABLISHMENT OF FINISH GRADES.

6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH ACCEPTED HORTICULTURE PRACTICES. THIS SHALL INCLUDE PROPER PLANTING SOIL MIX, PLANT BED AND TREE PIT PREPARATION, PRUNING, STAKING OR GUYING, FERTILIZATION AND ADEQUATE MAINTENANCE UNTIL ACCEPTANCE BY OWNER/DEVELOPER.

7. ALL PLANT MATERIALS USED SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS", CURRENT EDITION, STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY, TALLAHASSEE, FLORIDA. IN ADDITION, ALL PLANT MATERIAL SHALL BE FREE FROM INSECT AND DISEASE.

8. PLANT CONTAINERS SHALL BE REMOVED PRIOR TO PLANTING. IF PLANTS ARE NOT CONTAINER GROWN, REMOVE A MINIMUM OF THE TOP 1/3 OF BURLAP, FABRIC OR WIRE MESH.

9. ROOTBALLS SHALL BE SET 1"-2" ABOVE FINISHED GRADE AND SET PLUMB TO THE HORIZON.

10. BACKFILL SHALL BE LOOSENED EXISTING SOIL. REMOVE ROCKS, STICKS OR OTHER DELETERIOUS MATERIAL GREATER THAN 1" IN ANY DIRECTION PRIOR TO BACKFILLING. WATER AND TAMP TO REMOVE AIR POCKETS. IF EXISTING SOILS CONTAIN EXCESSIVE SAND, CLAY OR OTHER EXTRANEOUS MATERIAL NOT CONDUCIVE TO PROPER PLANT GROWTH CONTACT LANDSCAPE ARCHITECT PRIOR TO PLANTING.

11. SOIL RINGS SHALL BE CONSTRUCTED OF EXISTING SOIL AT THE OUTER EDGE OF THE TREE PLANTING PIT WITH A HEIGHT AND WIDTH OF 4".

12. MULCH SHALL BE A 3" DEEP LAYER PLACED TO THE EDGE OF THE TRUNK FLARE.

13. STRAPPING SHALL BE MINIMUM 1" WIDE NYLON OR POLYPROPYLENE. GUYING MATERIAL IN CONTACT WITH TREE SHALL BE SOFT, PLIABLE, FLEXIBLE RUBBER.

14. SABAL PALMS (IF PLANTED) MAY BE HURRICANE CUT. ALL OTHERS MUST HAVE FRONDS TIED WITH BIODEGRADABLE STRAP. TRUNKS SHALL HAVE NO SCARS OR SANDING.

15. NO PROPOSED IRRIGATION AT THIS TIME. OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE AND HEALTHY GROWTH OF ALL PLANTED MATERIAL.

16. ALL GREEN AREAS FOUND WITHIN THE PROJECT BOUNDARIES ARE TO BE FULLY STABILIZED PRIOR TO REQUESTING FINAL INSPECTION. AREAS NOT ILLUSTRATED AS SODDED OR CONTAINING CYPRESS MULCH MUST BE SEEDED/MULCHED.

**REQUIRED MITIGATION** 1. TOTAL PROTECTED CALIPER INCHES REMOVED = 28"

\*\*AS PER SEC. 12-6-6(B)(5) CITY OF PENSACOLA LDC: ANY REPLACEMENT TREES THAT CANNOT BE PLANTED ON SITE BECAUSE OF

(P W

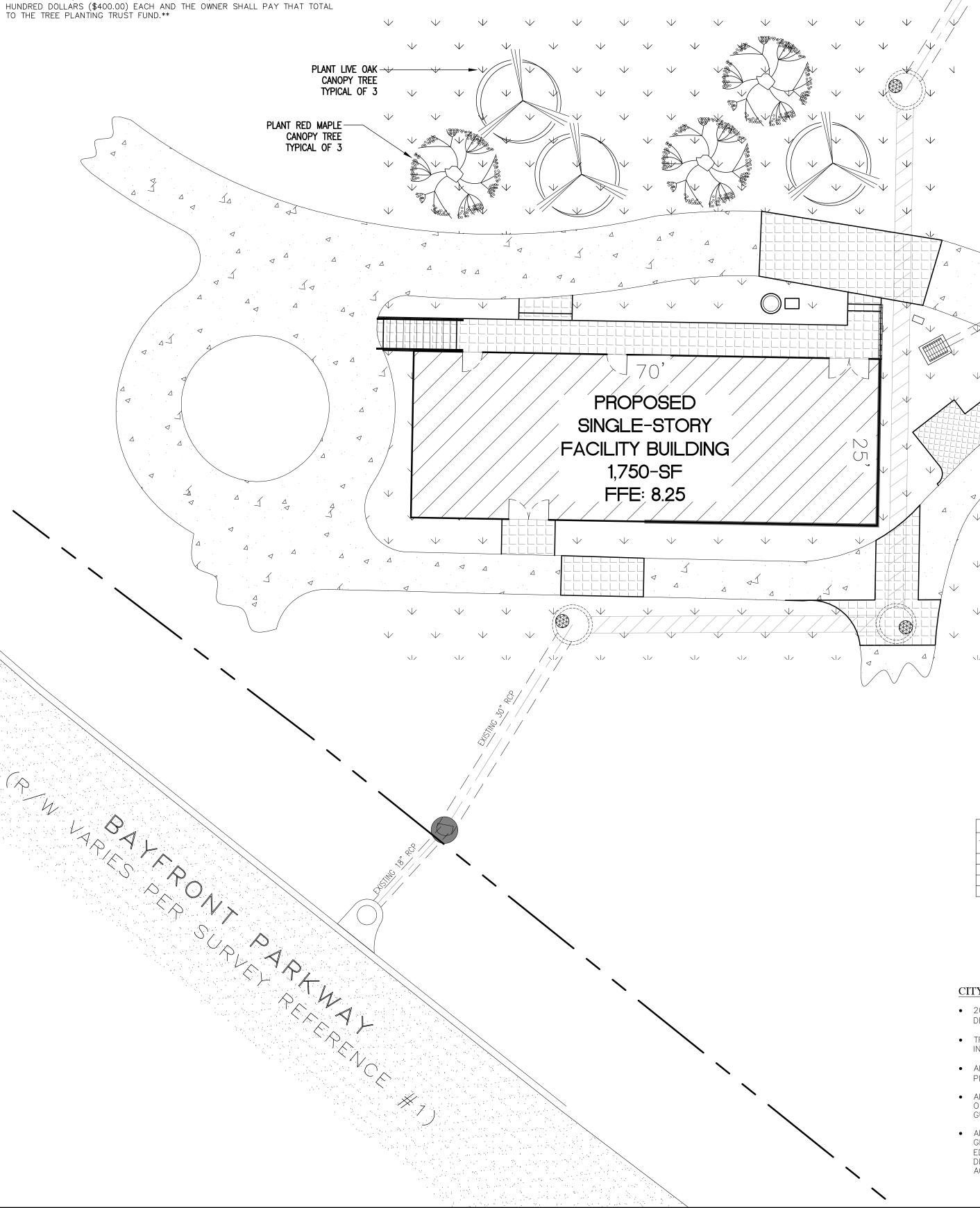
LACK OF SPACE, ONCE AGREED TO BY THE CITY, SHALL BE VALUED AT FOUR

2. AS PER SEC. 12-6-6(D)(1) CITY OF PENSACOLA LDC: TWO (2) THREE-INCH (3") DBH TREES TO BE PLANTED FOR EVERY TREE REMOVED WITH A TRUNK DIAMETER BETWEEN 4" TO 11". THREE (3) TREES TO BE REMOVED WITHIN THIS DBH RANGE ... 3 \* 2 = SIX (6) THREE-INCH (3") DBH TREES TO BE PLANTED

3. A TOTAL OF SIX (6) THREE-INCH (3") DBH TREES TO BE PLANTED TO MEET MITIGATION REQUIREMENTS

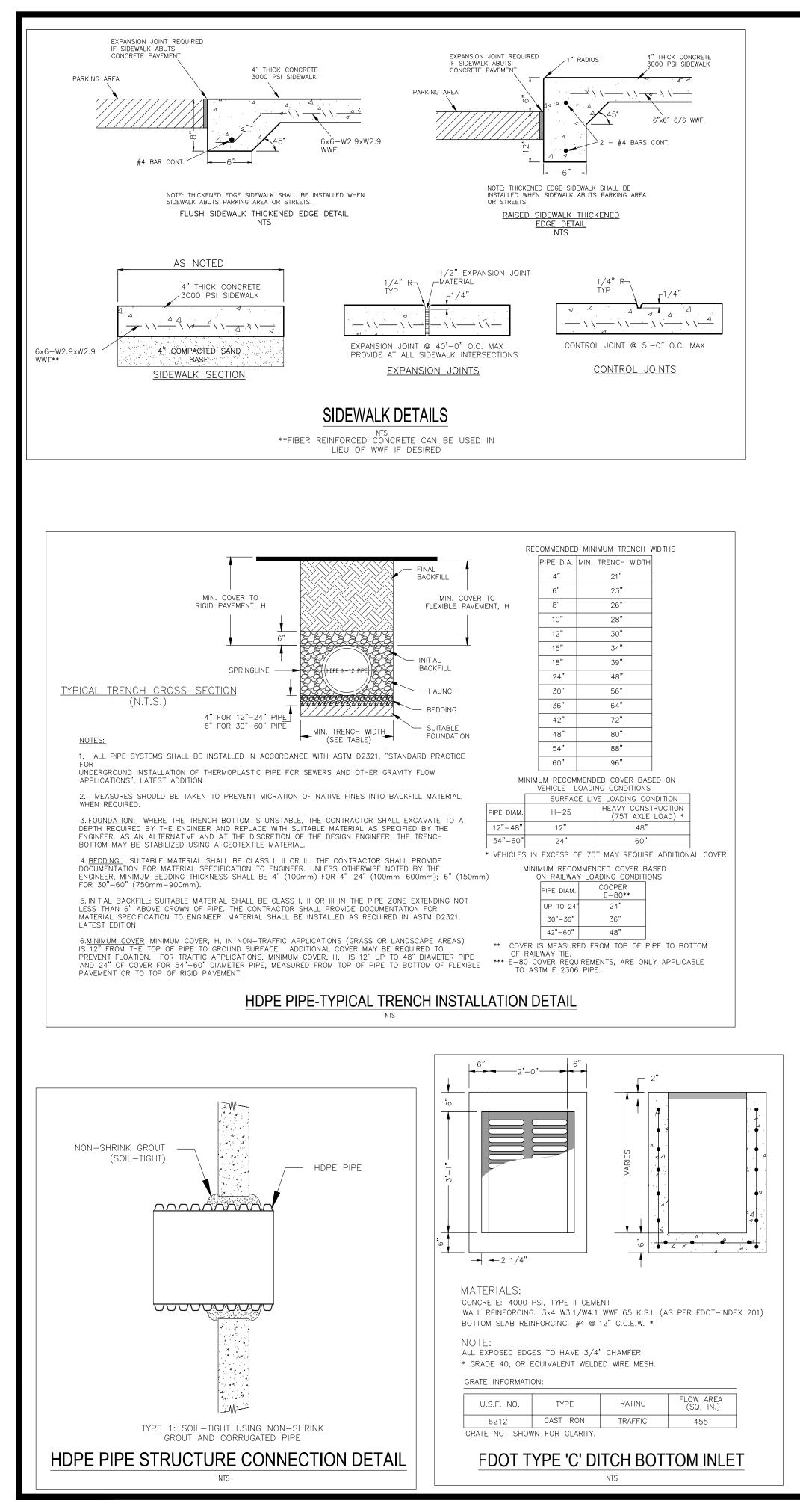
# SODDING:

SOD SHALL BE WELL ROOT MATTED CENTIPEDE OR BAHIA GRASS COMMERCIALLY CUT TO A MINIMUM DIMENSION OF 12"x24" A MAXIMUM OF 72 HOURS BEFORE PLACEMENT. SOD SHALL BE LIVE, FRESH AND UNINJURED, REASONABLY FREE OF WEEDS AND OTHER GRASSES, WITH A HEAVY SOIL MAT ADHERING TO THE ROOT SYSTEM. SOD SHALL BE GROWN, CUT, AND SUPPLIED BY A STATE CERTIFIED GROWER.

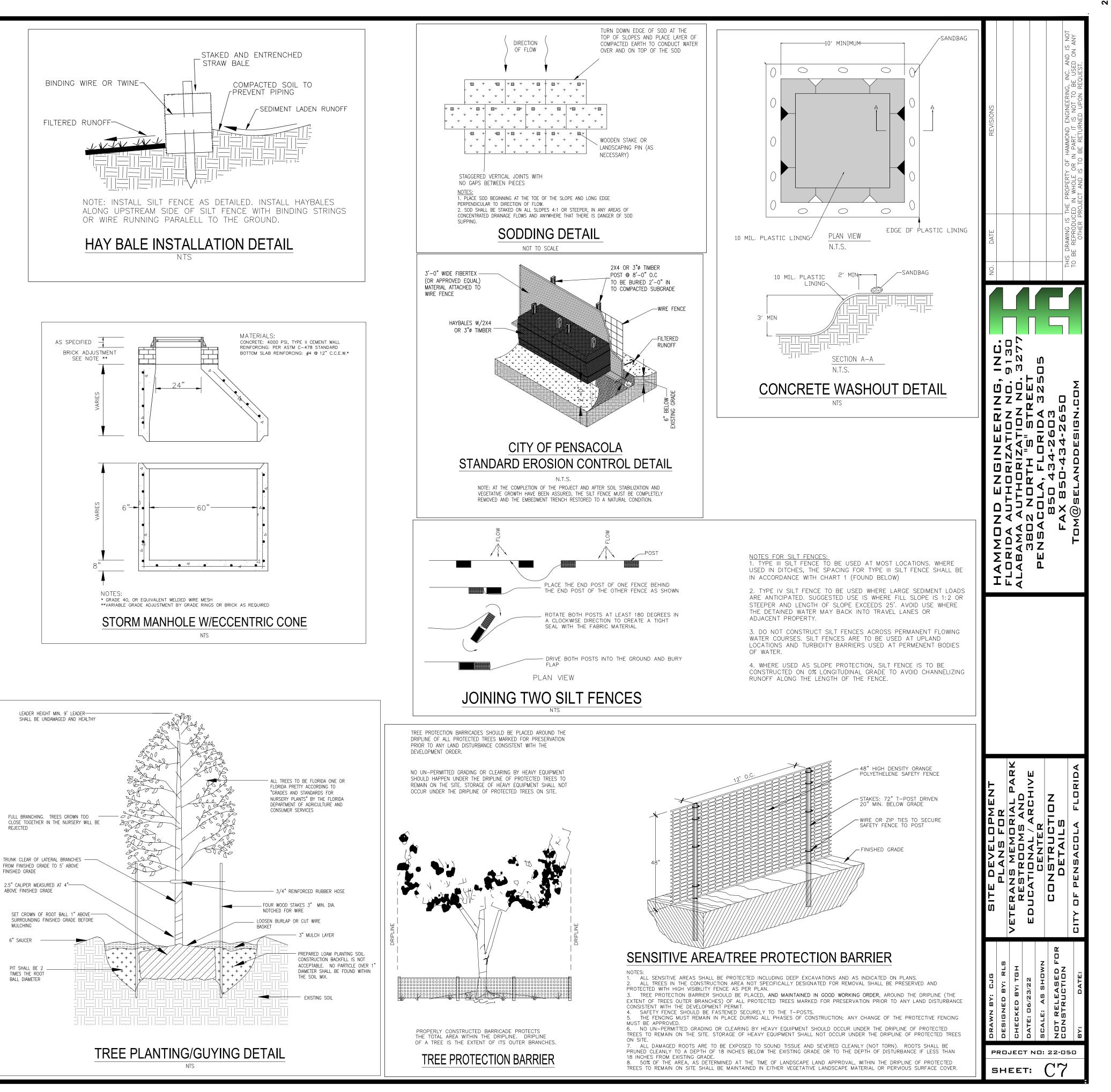


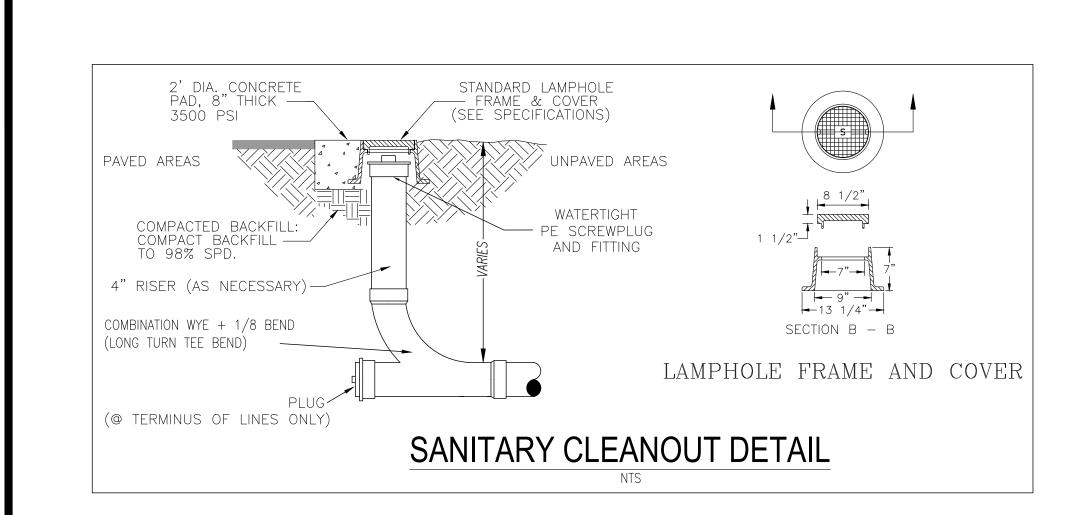
			IS NOT V ANY
		REVISIONS	PROPERTY OF HAMMOND ENGINEERING, INC. AND I WHOLE OR IN PART. IT IS NOT TO BE USED OI CT AND IS TO BE RETURNED UPON REQUEST.
			THIS DRAWING IS THE TO BE REPRODUCED IN OTHER PROJE
DEVELOPMENT  A    A  A    B  A    B  A    CINALL  A    B  A    CINALL  A    B  A    CINAL  A    B  A    CINAL  A    B  A    A  A	$\frac{1}{2} \frac{1}{2} \frac{1}$	INEERING, IN ZATION NO. 91 IZATION NO. 91 IS" STREET	
Image: Second			
TREE ID/REMOVAL TABLE TREE # DIAMETER TYPE REASON FOR T-1 10" OAK BUILDING T-2 10" OAK BUILDING T-3 8" OAK BUILDING T-4 8" OAK TO REMAIN LENDER AS WOLD AND AND AND AND AND AND AND AND AND AN	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	HA FLO ALA	
TREE #DIAMETERTYPEREASON FOR REMOVALT-110"OAKBUILDINGT-210"OAKBUILDINGT-38"OAKBUILDINGT-48"OAKTO REMAIN			
	TREE #DIAMETERTYPEREASON FOR REMOVALT-110"OAKBUILDINGT-210"OAKBUILDINGT-38"OAKBUILDING	ITE DEVELOPMEN PLANS FOR RANS MEMORIAL RESTROOMS AND JCATIONAL / ARCH CENTER	DSCAPING F PENSACOLA
	DEVOTED TO LANDSCAPING/GREEN SPACE. (ZONE C-3) TREES PLANTED SHALL MEASURE A MINIMUM OF THREE (3) INCHES DBH. ALL SHRUBS SHALL BE AT LEAST TWO (2) FEET TALL WHEN		

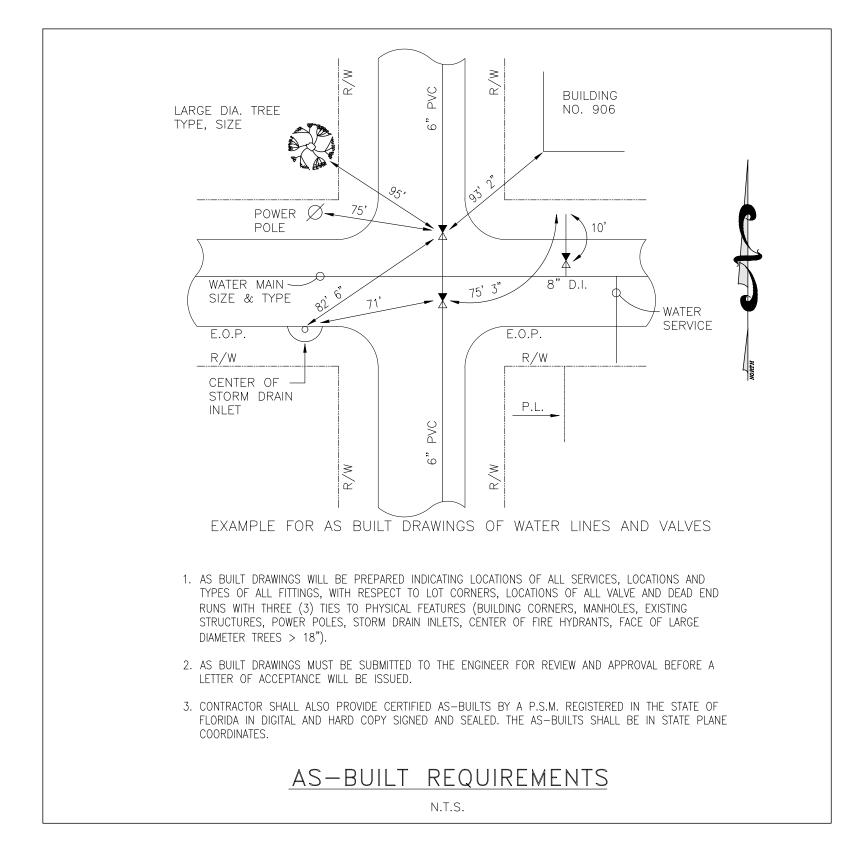
- PLANTED AND NO FURTHER APART THAN FIVE (5) FEET.
- ALL LANDSCAPING PLANTED SHALL BE NATIVE PLANT SPECIES
  OR THOSE LISTED IN THE FLORIDA-FRIENDLY LANDSCAPING GUIDE TO PLANT SELECTION AND LANDSCAPE DESIGN.
- ALL PLANTS SHALL CONFORM TO THE STANDARDS OF FLORIDA GRADE NO. 1, OR BETTER, AS PROVIDED IN THE LATEST EDITION OF "GRADES AND STANDARDS OF NURSERY PLANTS", DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- Ľю PROJECT NO: 22-050 SHEET: C6

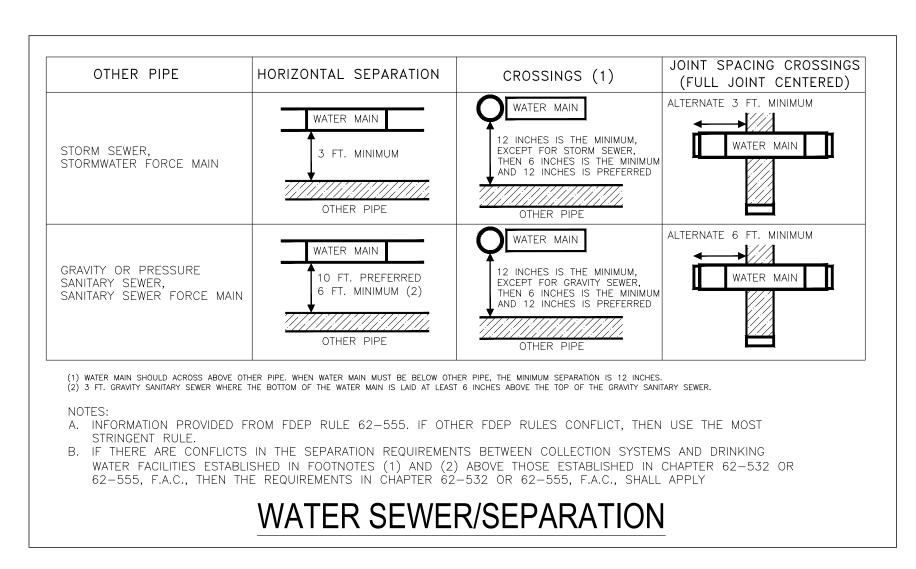


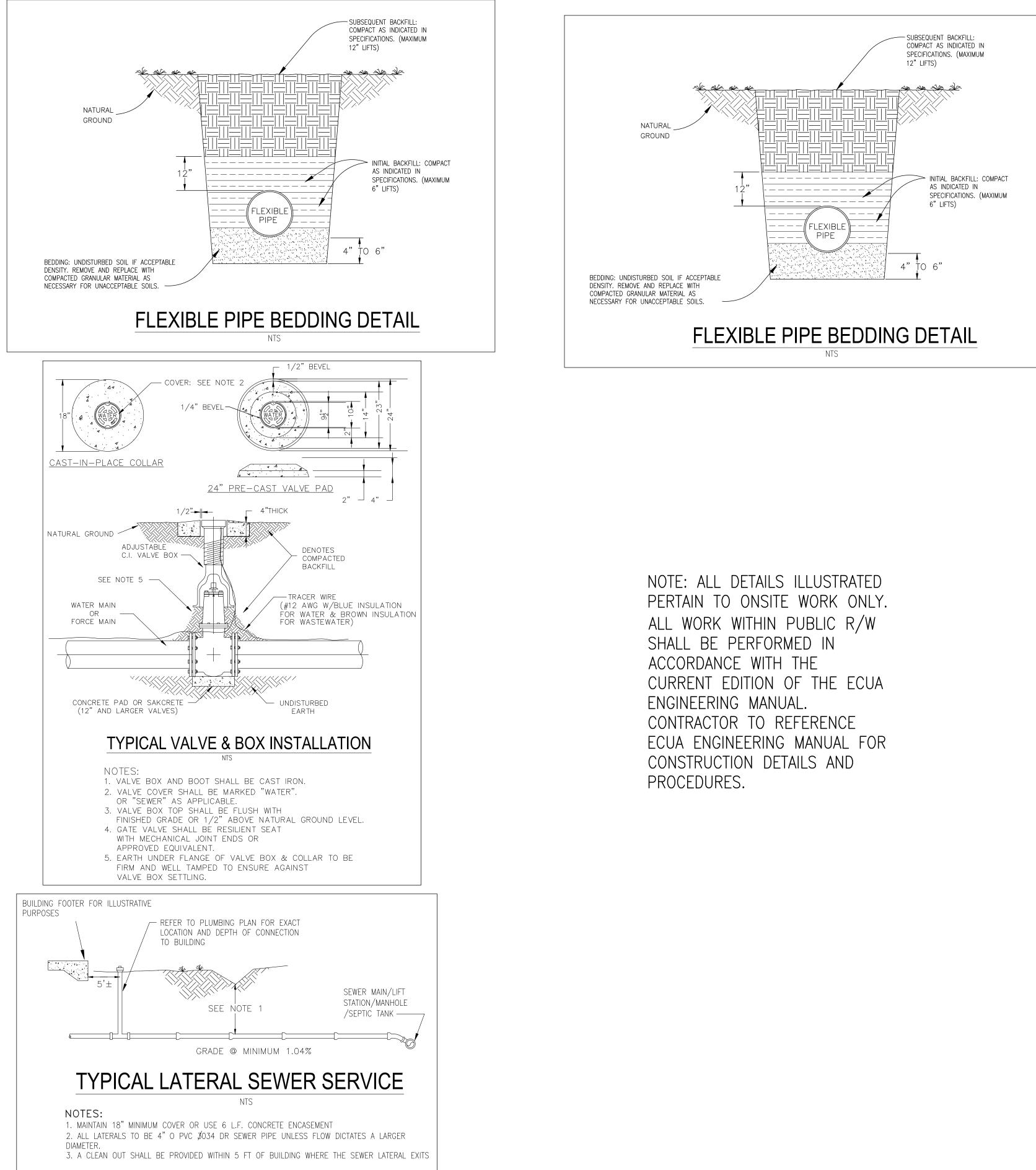
FINISHED GRADE 6" SAUCER



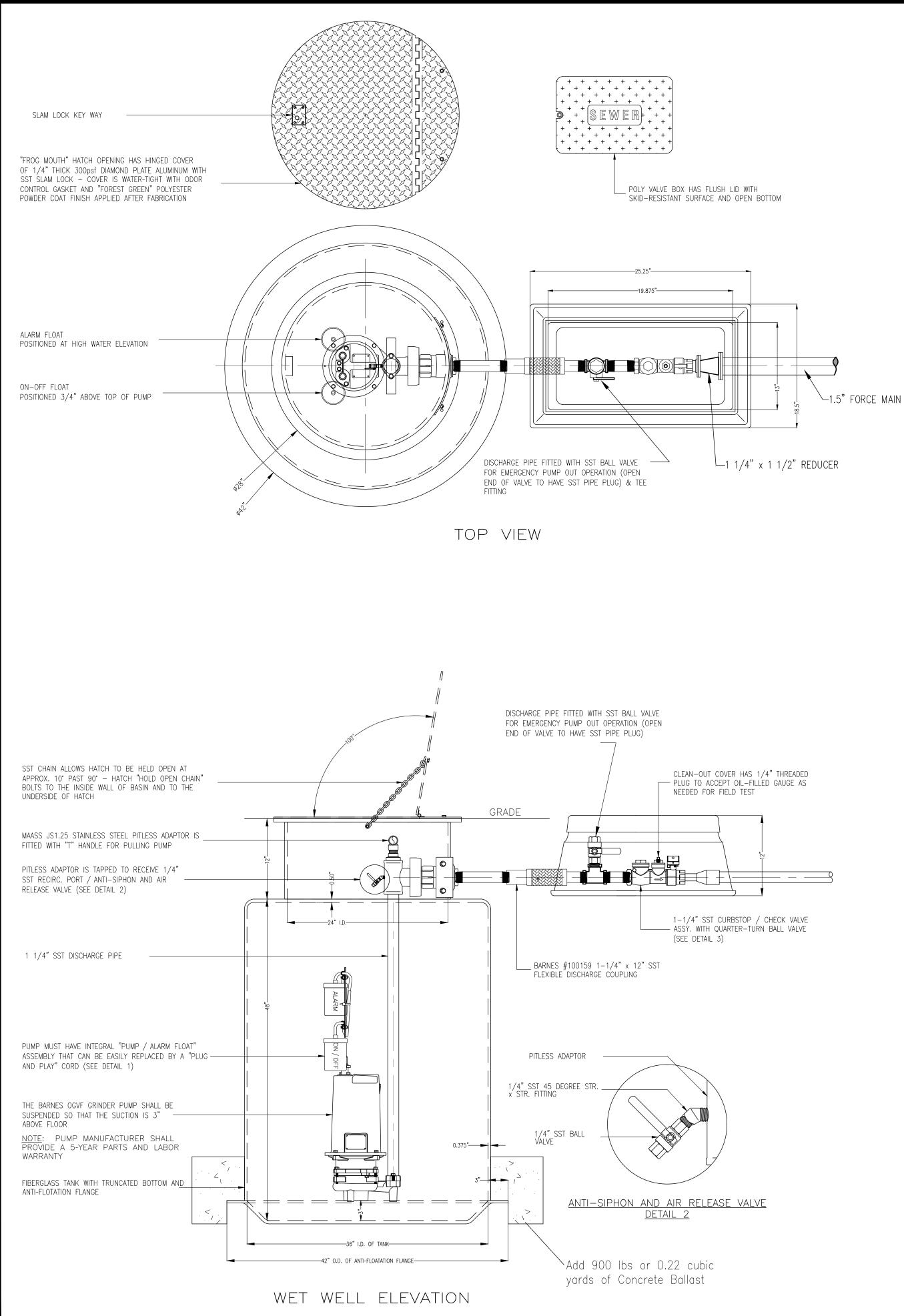


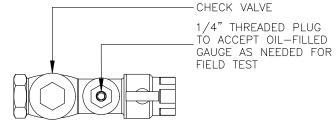


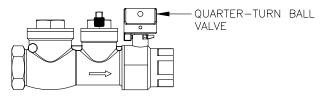




NO. DATE REVISIONS					TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.
HAMMOND ENGINEERING. INC.	FLORIDA AUTHORIZATION NO. 9130	ALABAMA AUTHORIZATION NO. 3277 3802 NORTH "S" STRFFT	PENSAGOLA, FLORIDA 32505	850 434-2603 FAX 850-434-2650	Tom@selandesign.com
SITE DEVELOPMENT	VETERANS MEMORIAL PARK	RESTROOMS AND FDIITATIONAL ADDUVE		UTILITY DETAILS	CITY OF PENSACOLA FLORIDA
	LS 1	C		ED FOR	.Е.
DRAWN BY: CJG	DESIGNED BY: RLS		SCALE: AS SHOWN	ZOT RELEASED CONSTRUCTION	DATE:







BARNES #140774 1-1/4" SST CURBSTOP/CHECK VALVE ASSEMBLY

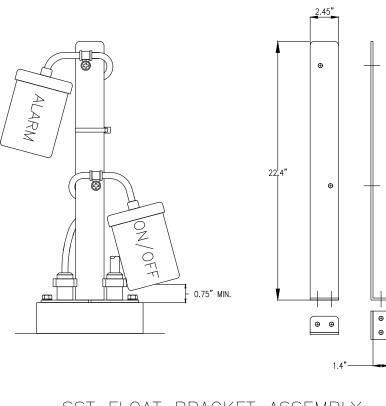


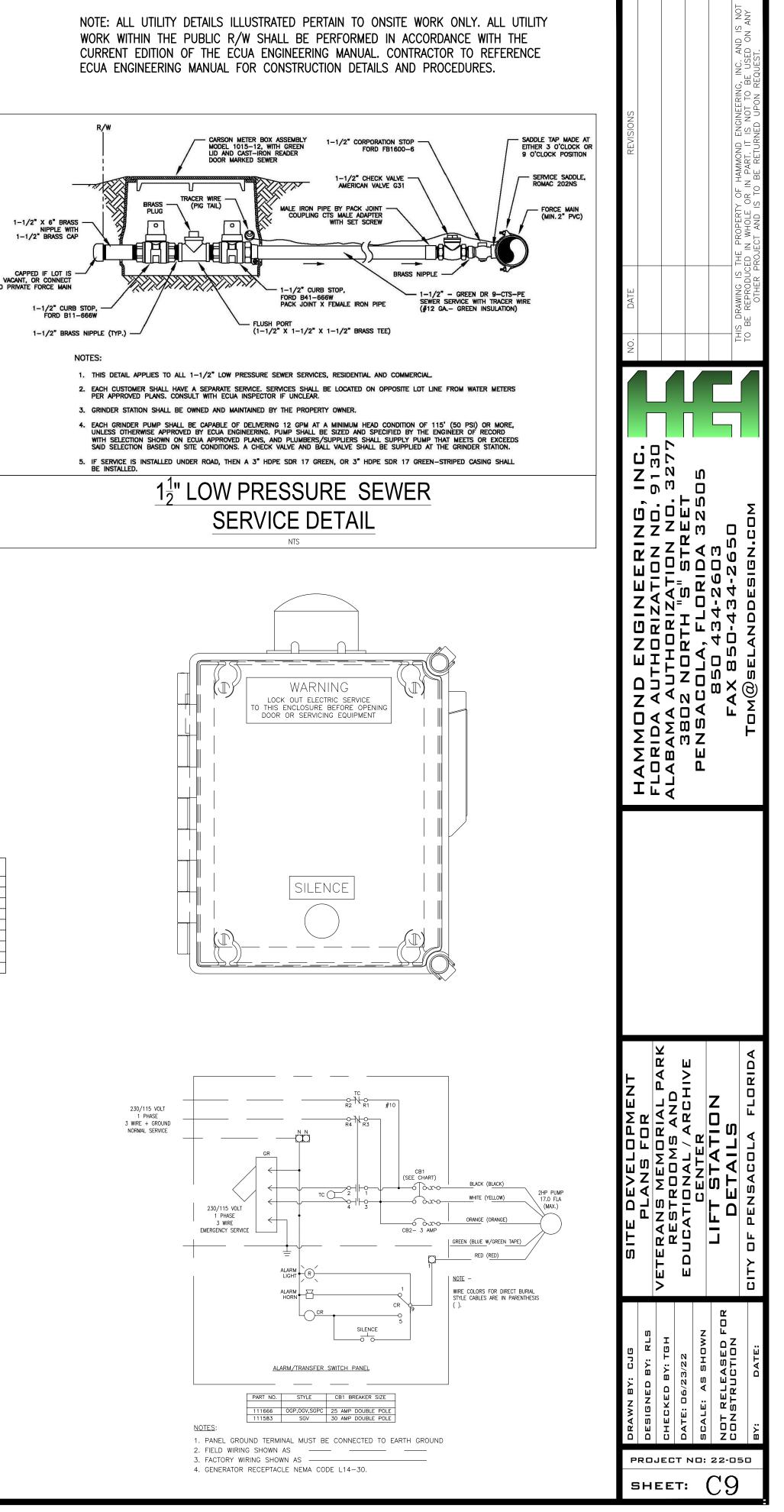






<u>DETAIL 3</u>





SST	FLOAT	BRACKET	ASSEMBLY
		DETAIL 1	

SST	FLOAT	BRACKET	ASSEMBLY
		DETAIL 1	

WET WELL DATA	
WET WELL DIAMETER	
WET WELL DEPTH	
INFLUENT ELEV.	
FORCE MAIN DIAMETER	
BOTTOM ELEV.	
PUMP OFF ELEV.	
PUMP ON ELEV.	
HIGH LEVEL ALARM ELEV.	
TOP ELEV.	

PUMP DATA TABLE

MANUFACTURER

PUMP AND WET WELL REQUIREMENTS:

28



Memorandum

File #: 2022 -04 CRA

Community Redevelopment Agency 8/15/2022

## ACTION ITEM

**SPONSOR:** Teniade Broughton, Chairperson

## SUBJECT:

BUDGET RESOLUTION NO. 2022-04 CRA - ADOPTING A BUDGET FOR THE TAX INCREMENT FINANCING DISTRICTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022.

## **RECOMMENDATION:**

That the Community Redevelopment Agency adopt Budget Resolution No. 2022-04 CRA adopting a budget for Fiscal Year 2023 for the Urban Core Tax Increment Financing District, the Eastside Tax Increment Financing District and the Westside Tax Increment Financing District. Further that the Community Redevelopment Agency formally recommend to City Council to take action to approve the budgets for the tax increment financing districts.

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE URBAN CORE TAX INCREMENT FINANCING DISTRICT, THE EASTSIDE TAX INCREMENT FINANCING DISTRICT AND THE WESTSIDE TAX INCREMENT FINANCING DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; PROVIDING AN EFFECTIVE DATE.

## SUMMARY:

There are three Tax Increment Financing (TIF) Districts contained within the City of Pensacola's Fiscal Year 2023 Proposed Budget; the Urban Core TIF, the Eastside TIF, and the Westside TIF. The concept of a Community Redevelopment Agency (CRA) using the Tax Increment Financing (TIF) funds relates to the growth, redevelopment and subsequent property value increase in the Redevelopment Area/TIF to the continued improvement of the Area or neighborhood. TIF funds can only be used to undertake planning and construction of improvements and/or specific projects within the Redevelopment Area or neighborhood included within the respective plans.

As part of the Fiscal Year 2023 budget process, the CRA is asked to approve the budgets for these three TIF districts and also make a formal recommendation that the City Council take action to approve the budgets.

## PRIOR ACTION:

July 18, 2022 - The Fiscal Year 2023 Proposed Budget was presented to the CRA.

# FUNDING:

N/A

# FINANCIAL IMPACT:

Adoption of the budget resolution maintains compliance with the Florida Statutes pertaining to tax increment financing districts.

# LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/4/2022

# STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development Sherry Morris, Development Services Director M. Helen Gibson, AICP, CRA Manager Victoria D'Angelo, CRA Assistant Manager Amy Lovoy, Finance Director

# ATTACHMENTS:

1) Budget Resolution No. 2022-04 CRA

PRESENTATION: No

# **CRA RESOLUTION NO: 2022-04 CRA**

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE URBAN CORE TAX INCREMENT FINANCING DISTRICT, THE EASTSIDE TAX INCREMENT FINANCING DISTRICT AND THE WESTSIDE TAX INCREMENT FINANCING DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GOVERNING BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

**SECTION 1.** That the budgets of the Urban Core Tax Increment Financing District, the Eastside Tax Increment Financing District and the Westside Tax Increment Financing District, summarized as to estimated revenues, appropriations and transfers by fund is set forth herein;

to-wit:

#### CITY OF PENSACOLA, FLORIDA COMMUNITY REDEVELOPMENT AGENCY FUND APPROVED REVENUE BY SOURCE, TYPE AND DETAIL FISCAL YEAR ENDING SEPTEMBER 30, 2023 with comparative amounts for 2020 through 2022

	ACTUAL FY 2020	ACTUAL FY 2021	BEGIN BGT FY 2022	PROPOSED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025
BEGINNING FUND BALANCE	\$ 4,455,118	5,297,899	0	0	0	0
REVENUES:						
TAXES						
Escambia County	0	0	0	5,215,500	5,528,400	5,860,100
Downtown Improvement Board	0	0	0	504,700	535,000	567,100
SUB-TOTAL	0	0	0	5,720,200	6,063,400	6,427,200
CHARGES FOR SERVICES						
PSA Reserved Parking	5,940	5,940	6,000	6,000	6,000	6,000
Berth Harbor Revenue	655	989	1,000	1,000	1,000	1,000
Plaza DeLuna Concession	5,955	2,333	9,000	9,000	9,000	9,000
SUB-TOTAL	12,550	9,262	16,000	16,000	16,000	16,000
INTEREST	134,426	42,124	0	0	0	0
SUB-TOTAL OPERATING REVENUES	146,976	51,386	16,000	5,736,200	6,079,400	6,443,200
SUB-TOTAL OPERATING REVENUES AND						
FUND BALANCE	4,602,094	5,349,285	16,000	5,736,200	6,079,400	6,443,200
TRANSFERS IN						
Urban Core Redevelopment Trust Fund	3,627,907	3,383,530	3,984,300	0	0	0
General Fund (Agency Funding - City Portion)	0	0	0	3,381,300	3,584,200	3,799,300
SUB-TOTAL TRANSFERS IN	3,627,907	3,383,530	3,984,300	3,381,300	3,584,200	3,799,300
TOTAL REVENUES AND FUND BALANCE	\$ 8,230,001	8,732,815	4,000,300	9,117,500	9,663,600	10,242,500

#### CITY OF PENSACOLA, FLORIDA COMMUNITY REDEVELOPMENT AGENCY FUND APPROVED EXPENDITURES FISCAL YEAR ENDING SEPTEMBER 30, 2023 with comparative amounts for 2020 through 2022

	ACTUAL FY 2020	ACTUAL FY 2021	BEGIN BGT FY 2022	PROPOSED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025
TAX INCREMENT						
Personnel Services	\$ 218,355	295,844	465,700	551,400	630,200	630,200
Operating Expenses	339,541	322,987	553,900	1,028,500	761,500	761,500
Capital Outlay	0	88,434	0	0	0	0
Allocated Overhead/(Cost Recovery)	 142,000	232,500	142,000	232,500	232,500	232,500
SUB-TOTAL	 699,896	939,765	1,161,600	1,812,400	1,624,200	1,624,200
PROJECTS/PROGRAMS						
Affordable Housing & Redevelopment	0	21,403	391,100	861,700	1,031,500	1,556,100
Parks and Public Spaces	0	880	50,000	50,000	50,000	50,000
Complete Streets	32,804	81,999	150,000	0	0	0
Sidewalk Repairs	291,889	126,155	300,000	300,000	300,000	300,000
Community Policing	95,777	77,850	100,000	100,000	100,000	100,000
Downtown Initiatives (DIB Interlocal Agreement)	 380,551	326,479	357,600	404,700	435,000	467,100
SUB-TOTAL	 801,021	634,766	1,348,700	1,716,400	1,916,500	2,473,200
GRANTS AND AIDS						
Façade Improvement Program	0	0	50,000	50,000	50,000	50,000
Affordable Housing - Residential Property Improvement	125,999	38,868	140,000	140,000	140,000	140,000
Residential Resiliency Program	 0	0	0	45,000	45,000	45,000
SUB-TOTAL	 125,999	38,868	190,000	235,000	235,000	235,000
2009 ECUA/WWTP RELOCATION						
Principal	 1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
SUB-TOTAL	 1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
TRANSFERS OUT						
CRA Debt Service Fund	 0	0	0	4,053,700	4,587,900	4,610,100
TOTAL EXPENDITURES	\$ 2,926,916	2,913,399	4,000,300	9,117,500	9,663,600	10,242,500

# CITY OF PENSACOLA, FLORIDA COMMUNITY REDEVELOPMENT AGENCY FUND BALANCE CARRYOVER FISCAL YEAR ENDING SEPTEMBER 30, 2023

		APPROVED
		FY 2022
TRANSFERS IN		
FUND BALANCE CARRYOVER		\$ 2,948,100
PROJECTS		
Affordable Housing	\$ 162,000	
Commercial Façade Grant Program	297,500	
Complete Streets	130,800	
Garden St Streetscape	56,600	
Parks and Public Spaces	342,900	
Property Acquisition Management & Redevelopment	1,087,000	
Residential Resiliency Program	150,000	
Sidewalk Repairs	481,200	
Urban Core TIF Plans & Studies	240,100	
		\$ 2,948,100

#### CITY OF PENSACOLA URBAN CORE REDEVELOPMENT TRUST FUND APPROVED REVENUE BY SOURCE, TYPE AND DETAIL FISCAL YEAR ENDING SEPTEMBER 30, 2023 with comparative amounts for 2020 through 2022

	ACTUAL FY 2020	ACTUAL FY 2021	BEGIN BGT FY 2022	PROPOSED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025
BEGINNING FUND BALANCE	\$ 0	0	0	0	0	0
REVENUES:						
TAXES						
Escambia County	3,917,152	4,296,752	4,626,700	0	0	0
Downtown Improvement Board	380,551	426,479	457,600	0	0	0
SUB-TOTAL	4,297,703	4,723,231	5,084,300	0	0	0
TRANSFERS IN						
General Fund (Agency Funding - City Portion)	2,539,504	2,785,599	2,999,500	0	0	0
SUB-TOTAL OPERATING REVENUES	6,837,207	7,508,830	8,083,800	0	0	0
TOTAL REVENUES AND FUND BALANCE	\$ 6,837,207	7,508,830	8,083,800	0	0	0

#### CITY OF PENSACOLA URBAN CORE REDEVELOPMENT TRUST FUND APPROVED EXPENDITURES FISCAL YEAR ENDING SEPTEMBER 30, 2023 with comparative amounts for 2020 through 2022

	ACTUAL	ACTUAL	<b>BEGIN BGT</b>	PROPOSED	PROJECTED	PROJECTED
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
TRANSFERS OUT						
Community Redevelopment Agency	\$ 3,627,907	3,383,530	3,984,300	0	0	0
CRA Debt Service Fund	3,209,300	4,125,300	4,099,500	0	0	0
TOTAL EXPENDITURES	\$ 6,837,207	7,508,830	8,083,800	0	0	0

#### CITY OF PENSACOLA EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND APPROVED REVENUE BY SOURCE, TYPE AND DETAIL FISCAL YEAR ENDING SEPTEMBER 30, 2023 with comparative amounts for 2020 through 2022

BEGINNING FUND BALANCE	ACTUAL FY 2020 \$ 620,206	ACTUAL FY 2021 674,504	BEGIN BGT FY 2022 0	PROPOSED FY 2023 0	PROJECTED FY 2024	PROJECTED FY 2025 0
REVENUES: TAXES	<u>+</u>					
Escambia County	126,188	145,897	178,800	228,800	240,200	252,200
SUB-TOTAL	126,188	145,897	178,800	228,800	240,200	252,200
INTEREST	12,045	3,365	0	0	0	0
TRANSFERS IN General Fund (Agency Funding - City Portion)	81,808	92,207	115,900	148,300	170,500	196,100
SUB-TOTAL	81,808	92,207	115,900	148,300	170,500	196,100
SUB-TOTAL OPERATING REVENUES	220,041	241,469	294,700	377,100	410,700	448,300
TOTAL REVENUES AND FUND BALANCE	\$ 840,247	915,973	294,700	377,100	410,700	448,300

#### CITY OF PENSACOLA EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND APPROVED EXPENDITURES FISCAL YEAR ENDING SEPTEMBER 30, 2023 with comparative amounts for 2020 through 2022

	ACTUAL	ACTUAL	<b>BEGIN BGT</b>	PROPOSED	PROJECTED	PROJECTED
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
EASTSIDE TIF PROJECTS						
Personnel Services	\$ 31,998	33,728	44,300	55,900	58,700	61,600
Operating Expenses	16,733	17,457	37,500	37,500	38,500	43,800
SUB-TOTAL	48,731	51,185	81,800	93,400	97,200	105,400
PROJECTS						
Affordable Housing & Redevelopment	0	0	78,900	155,700	185,400	215,600
Complete Streets	0	0	15,000	15,000	15,000	15,000
SUB-TOTAL	0	0	93,900	170,700	200,400	230,600
GRANTS & AIDS						
Affordable Housing - Residential Property Improvement	10	0	0	0	0	0
SUB-TOTAL	10	0	0	0	0	0
TRANSFERS OUT						
CRA Debt Service Fund	87,503	89,318	89,500	89,800	89,900	89,100
SUB-TOTAL	87,503	89,318	89,500	89,800	89,900	89,100
INTEREST EXPENSE	15,000	15,000	15,000	15,000	15,000	15,000
ALLOCATED OVERHEAD/(COST RECOVERY)	14,500	8,200	14,500	8,200	8,200	8,200
TOTAL EXPENDITURES	\$ 165,744	163,703	294,700	377,100	410,700	448,300

# CITY OF PENSACOLA, FLORIDA EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND FUND BALANCE CARRYOVER FISCAL YEAR ENDING SEPTEMBER 30, 2023

			PPROVED FY 2022
FUND BALANCE CARRYOVER		\$	792,300
CAPITAL PROJECTS			
Affordable Housing Rehabilitation	\$ 280,600		
Complete Streets	28,000		
Eastside Maintenance (Interlocal)	5,800		
Eastside TIF Plans & Studies	54,100		
Parks & Public Spaces	18,600		
Property Acquisition Management & Redevelopment	289,300		
Residential Resiliency Program	100,000		
Sidewalk Repairs	 15,900	\$	792,300

#### CITY OF PENSACOLA WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND APPROVED REVENUE BY SOURCE, TYPE AND DETAIL FISCAL YEAR ENDING SEPTEMBER 30, 2023 with comparative amounts for 2020 through 2022

	ACTUAL FY 2020	ACTUAL FY 2021	BEGIN BGT FY 2022	PROPOSED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025
BEGINNING FUND BALANCE	\$ 89,774	422,582	0	0	0	0
REVENUES: TAXES						
Escambia County	386,166	493,592	729,400	972,000	1,166,400	1,399,700
SUB-TOTAL	386,166	493,592	729,400	972,000	1,166,400	1,399,700
INTEREST	10,948	4,695	0	0	0	0
TRANSFERS IN General Fund (Agency Funding - City Portion)	250,353	319,998	472,900	630,200	756,200	907,400
SUB-TOTAL OPERATING REVENUES	647,467	818,285	1,202,300	1,602,200	1,922,600	2,307,100
TOTAL REVENUES AND FUND BALANCE	\$ 737,241	1,240,867	1,202,300	1,602,200	1,922,600	2,307,100

#### CITY OF PENSACOLA WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND APPROVED EXPENDITURES FISCAL YEAR ENDING SEPTEMBER 30, 2023 with comparative amounts for 2020 through 2022

	ACTUAL	ACTUAL	<b>BEGIN BGT</b>	PROPOSED	PROJECTED	PROJECTED
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
WESTSIDE TIF PROJECTS						
Personnel Services	\$ 31,963	32,835	71,000	99,600	101,600	103,600
Operating Expenses	495	3,844	34,600	45,100	51,000	56,900
Allocated Overhead/(Cost Recovery)	8,300	4,800	8,300	4,800	4,800	4,800
SUB-TOTAL	40,758	41,479	113,900	149,500	157,400	165,300
PROJECTS						
Affordable Housing & Redevelopment	0	2,279	399,400	613,200	960,400	1,336,800
Complete Streets	0	11,632	300,000	335,000	300,000	300,000
Sidewalk Repairs	0	2,423	0	0	0	0
SUB-TOTAL	0	16,334	699,400	948,200	1,260,400	1,636,800
GRANTS & AIDS						
Façade Improvement Program	(150)	20,000	40,000	40,000	40,000	40,000
Affordable Housing - Residential Property Improvement	0	0	70,000	140,000	140,000	140,000
Residential Resiliency Program	0	0	0	45,000	45,000	45,000
SUB-TOTAL	(150)	20,000	110,000	225,000	225,000	225,000
TRANSFERS OUT						
CRA Debt Service Fund	274,051	278,425	279,000	279,500	279,800	280,000
SUB-TOTAL	274,051	278,425	279,000	279,500	279,800	280,000
TOTAL EXPENDITURES	\$ 314,659	356,238	1,202,300	1,602,200	1,922,600	2,307,100

# CITY OF PENSACOLA, FLORIDA WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND FUND BALANCE CARRYOVER FISCAL YEAR ENDING SEPTEMBER 30, 2023

		APPROVED FY 2022
FUND BALANCE CARRYOVER		\$ 2,493,700
CAPITAL PROJECTS		
Affordable Housing	\$ 105,000	
Affordable Housing Rehab	886,300	
Commercial Façade Grant Program	153,700	
Complete Streets	250,000	
Property Acquisition Management & Redevelopment	490,100	
Residential Resiliency Program	100,000	
Sidewalk Repairs	464,000	
Westside TIF Plans & Studies	 44,600	\$ 2,493,700

#### CITY OF PENSACOLA CRA DEBT SERVICE FUND APPROVED REVENUE BY SOURCE, TYPE AND DETAIL FISCAL YEAR ENDING SEPTEMBER 30, 2023 with comparative amounts for 2020 through 2022

	ACTUAL FY 2020	ACTUAL FY 2021	BEGIN BGT FY 2022	PROPOSED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025
BEGINNING FUND BALANCE	\$ 2,894,782	3,126,600	0	0	0	0
REVENUES:						
INTEREST INCOME	10,025	5,044	0	0	0	0
TRANSFERS IN						
Urban Core Redevelopment Trust Fund	3,209,300	4,125,300	4,099,500	0	0	0
Community Redevelopment Agency Fund	0	0	0	4,053,700	4,587,900	4,610,100
Eastside Tax Increment Financing District Fund	87,503	89,318	89,500	89,800	89,900	89,100
Westside Tax Increment Financing District Fund	274,051	278,425	279,000	279,500	279,800	280,000
SUB-TOTAL	3,570,854	4,493,043	4,468,000	4,423,000	4,957,600	4,979,200
TOTAL REVENUES	3,580,879	4,498,087	4,468,000	4,423,000	4,957,600	4,979,200
TOTAL REVENUES AND FUND BALANCE	\$ 6,475,661	7,624,687	4,468,000	4,423,000	4,957,600	4,979,200

#### CITY OF PENSACOLA CRA DEBT SERVICE FUND APPROVED EXPENDITURES FISCAL YEAR ENDING SEPTEMBER 30, 2023 with comparative amounts for 2020 through 2022

	ACTUAL FY 2020	ACTUAL FY 2021	BEGIN BGT FY 2022	PROPOSED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025
2009 REDEVELOPMENT REVENUE BONDS, SERIES A						
Interest	\$ 49,938	0	0	0	0	0
Principal	1,175,000	0	0	0	0	0
SUB-TOTAL	1,224,938	0	0	0	0	0
2017 WESTSIDE REDEVELOPMENT REVENUE BOND						
Interest	124,475	119,314	114,000	108,500	102,800	97,000
Principal	155,000	160,000	165,000	171,000	177,000	183,000
SUB-TOTAL	279,475	279,314	279,000	279,500	279,800	280,000
2017 EASTSIDE REDEVELOPMENT REVENUE BOND						
Interest	39,860	38,195	36,500	34,800	32,900	31,100
Principal	50,000	51,000	53,000	55,000	57,000	58,000
SUB-TOTAL	89,860	89,195	89,500	89,800	89,900	89,100
2017 URBAN CORE REDEVELOPMENT REVENUE BONI	)					
Interest	279,000	163,175	159,800	156,500	153,200	149,800
Principal	125,000	160,000	155,000	155,000	155,000	155,000
SUB-TOTAL	404,000	323,175	314,800	311,500	308,200	304,800
2019 URBAN CORE REDEVELOPMENT REVENUE BONI	)					
Interest	1,350,786	1,976,760	1,926,800	1,875,100	1,821,800	1,766,800
Principal	0	1,471,181	1,519,600	1,567,100	1,618,700	1,667,000
Principal Reserve	0	0	338,300	300,000	839,200	871,500
SUB-TOTAL	1,350,786	3,447,941	3,784,700	3,742,200	4,279,700	4,305,300
TOTAL EXPENDITURES	\$ 3,349,059	4,139,625	4,468,000	4,423,000	4,957,600	4,979,200

are hereby adopted and approved as the final budget for the Urban Core Tax Increment Financing District, the Eastside Tax Increment Financing District and the Westside Tax Increment Financing District for the fiscal year beginning October 1, 2022.

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 take effect October 1, 2022.

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

Approved: \_\_\_\_\_ Chairman, CRA

Attest:

City Clerk



Memorandum

File #: 22-00335

Community Redevelopment Agency 8/15/2022

# DISCUSSION ITEM

**FROM:** Teniade Broughton, Chairperson

# SUBJECT:

# 2017 AND 2019 REDEVELOPMENT BOND PRIORITIES

# SUMMARY:

In 2017, the Community Redevelopment Agency (CRA) and City Council authorized the issuance of redevelopment bonds to carry out projects within the Urban Core, Eastside and Westside Redevelopment districts. In 2019, an additional bond issue was approved for the Urban Core district.

Changes in project priorities and market conditions warrant a review of priorities for the use of the remaining 2017 and 2019 bonds. In establishing priorities for both bond issues, the CRA should consider projects that can be completed expeditiously due to financial and legal requirements associated with redevelopment bonds. Also, the use of bond funds are limited to eligible types of expenses.

The 2017 and 2019 bonds are currently allocated towards the following projects:

# 2017 Series Urban Core Bonds

- Property Acquisition and Redevelopment
- A Street Revitalization (split with Westside)

A nominal amount of funding remains from DeVilliers Street Phase 1 and 2, Reus Street Phase 1, and the Jefferson Street Complete Streets sidewalk project. Funding is also allocated towards Belmont and DeVilliers Streetscape Improvements, however, it is requested that these be earmarked for construction of a restroom and educational center at Veterans Memorial Park and the funds reimbursed within the Urban Core Trust Fund in Fiscal Year 2023.

# 2019 Series Urban Core Bonds

- Hashtag Phase 1
- Hashtag Phase 2
- Bruce Beach Phase 2
- Community Maritime Park Day Use Marina

# 2017 Series Eastside Bonds

- 1700 Dr. Martin Luther King, Jr. Drive Property Redevelopment for Affordable Housing
- Chappie James Museum and Flight Academy Phase II

# 2017 Series Westside Bonds

- A Street Revitalization (split with Urban Core)
- West Moreno Stormwater Park Acquisition
- West Moreno Stormwater Park Redevelopment
- Property Acquisition and Redevelopment

An Invitation to Bid for the construction of phase 1 of the A Street Revitalization project, from Cervantes Street to Main Street, was advertised on June 23, 2022. One (1) responsive bid was received which, together with the required 10% contingency, exceeds the engineer's construction estimate by approximately \$1.1 million. Since the bid substantially exceeded the estimate, it has been rejected.

The following projects are scheduled for improvement or have been identified for potential funding:

# <u>Westside</u>

- 2300 West Jackson Street A Affordable Housing Redevelopment
- 901 W Blount Street Affordable Housing Redevelopment
- 900 Block W Blount Street Affordable Housing Redevelopment
- Community Center Expansion / New Site
- Allice Williams Rehabilitation
- A Street Traffic Calming (if the full A Street project does not proceed)
- Government Street Traffic Calming

# <u>Eastside</u>

- 2700 Dr. Martin Luther King, Jr. Drive Affordable Housing Redevelopment
- 1700 Dr. Martin Luther King, Jr. Drive- Affordable Housing Redevelopment

# <u>Urban Core</u>

• Urban Core Affordable Housing/Mixed Income Redevelopment

It is requested that the CRA discuss project priorities to allow staff to review them and bring back a recommendation at a future meeting to re-allocate the funding.

# PRIOR ACTION:

August 7, 2017 - The CRA adopted Supplemental Budget Resolution No. 2017-9 and Supplemental Budget Resolution No. 2017-11, appropriating funding in connection with the Westside and Eastside Redevelopment Revenue Bonds.

August 10, 2017 - City Council adopted Supplemental Budget Resolution No. 17-39 and Supplemental Budget Resolution No. 17-44, appropriating funding in connection with the Westside and Eastside Redevelopment Revenue Bonds.

November 6, 2017 - The CRA adopted Supplemental Budget Resolution No. 2017-19 CRA, appropriating funding in connection with the Urban Core Redevelopment Revenue Bonds, Series 2017.

November 9, 2017 - City Council adopted Supplemental Budget Resolution No. 17-79, appropriating funding in connection with the Urban Core Redevelopment Bonds, Series 2017.

July 15, 2019 - The CRA adopted Supplemental Budget Resolution No. 2019-05 CRA, appropriating funding in connection with the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.

July 18, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-32, appropriating funding in connection with the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.

February 3, 2010 - The CRA held a workshop for the purpose of reviewing projects for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

February 10, 2020 - The CRA approved the "Hashtag" Waterfront Connector improvements, Bruce Beach improvements, Community Maritime Park Day Marina and the Jefferson Road Diet/sidewalk repair improvements (aka "East Garden District") projects in accordance with the 2010 Urban Core Community Redevelopment Plan for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

# STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development Sherry Morris, Development Services Director Victoria D'Angelo, CRA Assistant Manager Amy Lovoy, Chief Financial Officer

# ATTACHMENTS:

- 1) Eastside Bonds Expenditures & Balances 08.04.2022
- 2) Westside Bonds Expenditures & Balances 08.04.2022
- 3) 2017 Urban Core Bonds Expenditures & Balances 08.04.2022
- 4) 2019 Urban Core Bonds Expenditures & Balances 08.04.2022

# PRESENTATION: No

# City of Pensacola, Florida Eastside Redevelopment Revenue Bond, Series 2017 \$1,307,000

(Issued August 15, 2017; 3.3295% Arbitrage Yield)

			FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022	LTD	
		Budget	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Encumbrances	EXP/ENC	Balance
011001	BOND ISSUANCE COST	11,832.73	11,832.73	-	-	-	-	-	-	11,832.73	-
121320	CHAPPIE JAMES_SITE & STREETSCAPE	445,371.00	-	-	-	-	2,640.00	58,206.40	8,858.60	69,705.00	375,666.00
121321	REDEVELOPMENT - 1700 MLK DR	97,221.00	-	-	-	-	-	6,100.00	-	6,100.00	91,121.00
505016	CHAPPIE JAMES_OVERFLOW PARKING	6,007.13	12.13	21,700.00	(15,705.00)	-	-	-	-	6,007.13	-
505018	CHAPPIE JAMES_LAND	64,358.75	64,358.75	-	-	-	-	-	-	64,358.75	-
505019	CHAPPIE JAMES_BUILDING IMPROVEMENT	713,697.45	464,036.81	239,780.64	9,880.00	-	-	-	-	713,697.45	-
121319	PROJECT ACQ & REDEVELOPMENT		-	-	-	-	-	-	-	-	
		1,338,488.06	540,240.42	261,480.64	(5,825.00)	-	2,640.00	64,306.40	8,858.60	871,701.06	466,787.00
			FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022			
Account	Description	Budget	Revenues	Revenues	Revenues	Revenues	Revenues	Revenues			
384123	BOND PROCEEDS	1,307,000.00	1,307,000.00	-	-	-	-	-			
361165	INTEREST EARNINGS	31,487.88	4,995.10	6,164.68	9,834.30	8,402.37	2,091.43	-			
		1,338,487.88	1,311,995.10	6,164.68	9,834.30	8,402.37	2,091.43	-			

AVAILABLE TO BUDGET

(0.18)

# City of Pensacola, Florida Westside Redevelopment Revenue Bond, Series 2017

\$4,082,000

(Issued August 15, 2017; 3.3295% Arbitrage Yield)

FY 2017 FY 2018 FY 2019 FY 2020 FY 2021 FY 2022	FY 2022	LTD
Budget Expenditures Expenditures Expenditures Expenditures Expenditures Expenditures Expenditures Expenditures	es Encumbrances	EXP/ENC Balance
011001 BOND ISSUANCE COST 32,989.49 32,989.49		32,989.49 -
123314 MORENO STWTR PARK - 901 W. BLOUNT 200,140.65 - 200,140.65		200,140.65 -
123316 AF HOUSING-INFILL (WS)		
123317 ACQ LEE ST / W. MORENO STWTR PARK 600,000.00		- 600,000.00
123302 123322 "A" STREET REVITALIZATION 1,302,921.24 - 24,688.80 43,650.42 174,615.02 - 60,619.2	9 41,825.91	345,399.44 957,521.80
123315 LEE ST / W. MORENO STWTR PARK 1,514,227.21 - 1,203.29 20,435.44 2,825.48	173,631.10 <i>´</i>	198,095.31 1,316,131.90
123318 N. G STREET LAND 300.00 (300.00)		
123319 PROJECT ACQ & REDEVELOPMENT648,671.52 13,199.52 445.0	- 00	13,644.52 635,027.00
4,298,950.11 32,989.49 226,332.74 63,785.86 177,440.50 13,199.52 61,064.5	29 215,457.01	790,269.41 3,508,680.70
FY 2017 FY 2018 FY 2019 FY 2020 FY 2021 FY 2022		
Account Description Budget Revenues Revenues Revenues Revenues Revenues Revenues Revenues Revenues Revenue	<u>S</u>	
384123 BOND PROCEEDS 4,082,000.00		
361165 INTEREST EARNINGS 216,947.46 23,269.79 45,954.36 73,210.68 59,831.00 14,681.63 -		
4,298,947.46 4,105,269.79 45,954.36 73,210.68 59,831.00 14,681.63 -		

AVAILABLE TO BUDGET

(2.65)

# City of Pensacola, Florida Urban Core Redevelopment Revenue Bond, Series 2017 \$8,000,000

(Issued November 15, 2017; 3.6003% Arbitrage Yield)

			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022	LTD	
Account	Description	Budget	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Encumbrances	EXP/ENC	Balance
011001	BOND ISSUANCE COST	68,780.18	67,862.02	918.16	-	-	-	-	68,780.18	-
403155	FERRY DOCK	657,076.29	283,406.34	315,318.94	55,189.99	3,161.02	-	-	657,076.29	-
105304	CJ PARK (605 INTENDENCIA ST)	122,932.20	-	122,932.20	-	-	-	-	122,932.20	-
507010	JEFFERSON STREET	243,456.57	14,185.48	194,173.34	26,828.75	-	-	-	235,187.57	8,269.00
105303	REUS STREET REVITALIZATION	1,629,122.98	5,257.17	146,994.92	307,297.22	1,160,412.67	1,252.03	6,979.10	1,628,193.11	929.87
105301	DEVILLERS STREET REVITALIZATION	2,716,448.69	51,603.43	98,573.93	303,898.97	2,253,677.36	(5,679.09)	13,445.36	2,715,519.96	928.73
105320	DEVILLERS STREET CONSTRUCTION	66,095.00	-	-	-	-	-	-	-	66,095.00
105302 105322	"A" STREET REVITALIZATION	1,278,850.98	41,003.13	50,143.64	198,305.21	-	60,311.16	44,364.16	394,127.30	884,723.68
105319	PROJECT ACQ & REDEVELOPMENT	1,562,038.00							-	1,562,038.00
		8,344,800.89	463,317.57	929,055.13	891,520.14	3,417,251.05	55,884.10	64,788.62	5,821,816.61	2,522,984.28
			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022			
Account	Description	Budget	Revenues	Revenues	Revenues	Revenues	Revenues			
384106	BOND PROCEEDS	8,000,000.00	8,000,000.00				-			
361166	INTEREST EARNINGS	344,804.03	92,354.38	134,147.32	100,070.77	18,231.56	-			
		8,344,804.03	8,092,354.38	134,147.32	100,070.77	18,231.56	-	•		

AVAILABLE TO BUDGET 3.14

# City of Pensacola, Florida Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019

# \$17,888,845

(Issued July 25, 2019; 3.4003% Arbitrage Yield)

			FY 2019	FY 2020	FY 2021	FY 2022	FY 2022	LTD	
Account	Description	Budget	Expenditures	Expenditures	Expenditures	Expenditures	Encumbrances	EXP/ENC	Balance
000000	URBAN CORE SERIES 2019 FD 7/25/19	861.00	-	-	-	-	-	-	861.00
011001	BOND ISSUANCE COST	159,372.63	158,327.60	1,045.03	-	-	-	159,372.63	-
014974	SKATEBOARD PARK	380,446.00	-	-	-	-	380,446.00	380,446.00	-
315003	CMP DAY MARINA	1,544,998.80	-	38,392.80	351,699.00	9,211.57	14,007.50	413,310.87	1,131,687.93
315004	JEFFERSON EGD STREETSCAPE (a)	1,393,000.00	-	-	750,000.00	599,050.00	43,750.00	1,392,800.00	200.00
315001 3 <sup>,</sup>	18RUCE BEACH	8,656,998.95	-	68,423.85	291,121.10	377,369.55	6,330,183.86	7,067,098.36	1,589,900.59
315002 3 <sup>,</sup>	1: HASTAG	6,356,071.98	-	102,550.03	151,133.95	167,721.51	121,520.00	542,925.49	5,813,146.49
		18,491,749.36	158,327.60	210,411.71	1,543,954.05	1,153,352.63	6,889,907.36	9,955,953.35	8,535,796.01
	-								
			FY 2019	FY 2020	FY 2021	FY 2022			
Account	Description	Budget	Revenues	Revenues	Revenues	Revenues	_		
	BOND PROCEEDS	17,888,845.21	17,888,845.21	-	-	-	_		
	INTEREST EARNINGS	620,096.50	269,746.09	281,749.63	68,600.78	-	_		
		18,508,941.71	18,158,591.30	281,749.63	68,600.78	-	-		
	AVAILABLE TO BUDGET	17,192.35			15; payable but not udget of \$6,373,263		• • •	-	increased

(a) A transfer of \$18,000 from the holding acocunt into the Jefferson account was made in January 2022 to cover the cost of a MioVision unit for Jefferson St and Garden St. CRA anticipates these funds being reimbursed by a developer. Once the funds are reimbursed, they will go back into the Jefferson project and the budget transfer will be reversed.



Memorandum

File #: 22-00803

Community Redevelopment Agency 8/15/2022

#### ACTION ITEM

**SPONSOR:** Teniade Broughton, Chairperson

SUBJECT:

FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT

# **RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve an interlocal agreement with the City of Pensacola for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

# SUMMARY:

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

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

# PRIOR ACTION:

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

January 20, 2010 - City Council adopted Resolution No. 02-10, Urban Core Community Redevelopment Plan, 2010, including Community Policing Innovations for the Urban Core. September 20, 2010 - CRA approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

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

September 19, 2011 - CRA approved the Interlocal Service Agreement between the City and CRA for

File #: 22-00803

Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

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

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

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

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

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

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

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

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

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

September 7, 2021 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2022.

# FUNDING:

Budget: \$ 100,000

Actual: \$ 100,000

# FINANCIAL IMPACT:

Funding in the amount of \$100,000 has been included in the CRA Fiscal Year 2023 proposed budget for the Interlocal Agreement.

# LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/4/2022

# STAFF CONTACT:

Kerrith Fiddler, City Administrator David Forte, Deputy City Administrator - Community Development Sherry Morris, Development Services Director Victoria D'Angelo, Assistant CRA Manager

# ATTACHMENTS:

1) FY2023 Community Policing Interlocal Agreement

# **PRESENTATION:** Yes

# INTERLOCAL AGREEMENT FOR COMMUNITY POLICING INNOVATIONS FY 2023

between

# THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA

and

# THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the "Agreement"), is made and entered into as of this \_\_\_\_\_day of \_\_\_\_\_\_, 202\_ and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

# WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# ARTICLE 1: AUTHORITY

# 1.1. <u>Authority</u>.

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

# ARTICLE 2: DEFINITIONS

# 2.1. <u>Definitions</u>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(18) "Termination Date" means September 30, 2023, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

# 2.2. <u>Use of Words and Phrases</u>.

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

#### 2.3. Florida Statutes.

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

# ARTICLE 3: PURPOSE

# 3.1. <u>Purpose</u>.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency's Increment Revenues (as defined in the Act) on general government operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

# ARTICLE 4: THE PROJECT

#### 4.1. <u>Description</u>.

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

# 4.2. Project Administration.

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

# 4.3. <u>Agency Payments</u>.

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

# ARTICLE 5: FINANCING

# 5.1. <u>General</u>.

The parties mutually acknowledge and agree that the aggregate cost of undertaking Community Policing Innovations within the Community Redevelopment Area is not to exceed \$100,000 for Fiscal Year 2023. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. <u>Community Policing Innovations Account.</u>

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

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

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

# 5.3 <u>Available Increment Revenues</u>.

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

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

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

# 5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

# 5.5. <u>No General Obligation</u>.

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

# ARTICLE 6: REPRESENTATIONS AND WARRANTIES

# 6.1. <u>Representations and Warranties of the Agency</u>.

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

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

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

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

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

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

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

# 6.2. <u>Representations and Warranties of the City</u>.

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

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

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

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

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

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

# ARTICLE 7: DEFAULT; TERMINATION

# 7.1. Default by the Agency.

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

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

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

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

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

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

# 7.2. <u>Default by the City</u>.

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

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

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

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

# 7.3. Obligations, Rights and Remedies Not Exclusive.

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

#### 7.4. <u>Non-Action or Failure to Observe Provisions of this Agreement.</u>

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

#### 7.5. Effect of Termination.

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

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

# ARTICLE 8: MISCELLANEOUS

# 8.1. <u>Amendments</u>.

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

# 8.2. <u>This Agreement Constitutes a Contract</u>.

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

# 8.3. Assignment.

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

# 8.4. <u>Severability</u>.

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

# 8.5. <u>Controlling Law; Venue</u>.

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

# 8.6. <u>Members Not Liable</u>.

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

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

# 8.7. Expiration of Agreement.

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

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

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

#### 8.8. Third Party Beneficiaries.

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

# 8.9. <u>Notices</u>.

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

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

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

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

# 8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid an sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

# 8.11. Filing with County Clerk of the Court.

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

# 8.12. Effective Date.

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

8.13. City and Agency Not Liable.

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

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

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA Victoria D'Angelo, Assistant CRA Manager

Teniade Broughton, CRA Chairperson

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

CITY OF PENSACOLA, FLORIDA

Grover C. Robinson, IV, Mayor

Attest:

Ericka L. Burnett, City Clerk

Approved as to Form and Execution:

City Attorney



Memorandum

File #: 22-00804

Community Redevelopment Agency 8/15/2022

#### ACTION ITEM

**SPONSOR:** Teniade Broughton, Chairperson

SUBJECT:

INTERLOCAL AGREEMENT FOR CRA MAINTENANCE AND MANAGEMENT SERVICES

# **RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) terminate the Interlocal Agreement for Urban Core CRA Landscape, Park, Public Space Enhancement and Accessibility Improvement Maintenance Services and the Interlocal Agreement for Eastside CRA Landscape, Park, Property Management, Leasing, Public Space Enhancement, Accessibility Improvements and Facilities Maintenance Services. Further that the CRA approved an Interlocal Agreement for CRA Maintenance and Management Services with the City of Pensacola. Finally, that the CRA authorize the CRA Chairpersons to take all actions necessary to carry out the agreement.

# SUMMARY:

Over the years, the CRA has made, and is anticipated to make in the future, improvements to various public facilities and provisions for the purchase of property. Such improvements and purchase results in increased maintenance and management above the level of maintenance and management required of the City. As the CRA does not have its own maintenance and management staff, the CRA contracts with the City to provide these services.

Formally, the CRA entered into separate interlocal agreements for the Urban Core and Eastside community redevelopment areas, independently. To ensure consistency in services between redevelopment areas and provide services for new projects, the CRA is asked to terminate the Urban Core and Eastside Interlocal Agreements and approve a single Interlocal Agreement which applies to all of the redevelopment areas.

Budgets associated with these services will be appropriated annually by the CRA in its budget.

# PRIOR ACTION:

September 12, 2016 - The CRA approved the Fiscal Year 2017 Landscape Maintenance Interlocal Agreement between the City and the Community Redevelopment Agency.

September 15, 2016 - The City Council approved the Fiscal Year 2017 Landscape Maintenance Interlocal Agreement between the City and the Community Redevelopment Agency.

September 11, 2017 - The CRA approved an Interlocal Agreement for Landscape, Park, Public Space Enhancement and Accessibility Improvement Maintenance Services within the Urban Core Community Redevelopment Area through the later of December 31, 2043 or termination of the Urban Core Trust Fund as provided in Chapter 163 of the Florida Statutes.

September 14, 2017 - The City Council approved an Interlocal Agreement for Landscape, Park, Public Space Enhancement and Accessibility Improvement Maintenance Services within the Urban Core Community Redevelopment Area through the later of December 31, 2043 or termination of the Urban Core Trust Fund as provided in Chapter 163 of the Florida Statutes.

November 6, 2017 - The CRA approved an Interlocal Agreement for Landscape, Park, Property Management, Leasing, Public Space Enhancement, Accessibility Improvements and Facilities Maintenance Services within the Eastside Community Redevelopment Area through the later of December 31, 2045 or termination of the Eastside Trust Fund as provided in Chapter 163 of the Florida Statutes.

November 9, 2017 - The City Council approved an Interlocal Agreement for Landscape, Park, Property Management, Leasing, Public Space Enhancement, Accessibility Improvements and Facilities Maintenance Services within the Eastside Community Redevelopment Area through the later of December 31, 2045 or termination of the Eastside Trust Fund as provided in Chapter 163 of the Florida Statutes.

# FUNDING:

Budget:	\$	912,889	Urban Core Trust Fund
•	\$	121,122	Eastside Trust Fund
	<u>\$</u>	15,658	Westside Trust Fund
	\$2,083,680		

Actual: \$2,083,680

# FINANCIAL IMPACT:

Funding for maintenance and management services is available in the FY2022 Urban Core, Eastside and Westside funds. Funding is allocated annually.

# LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/11/2022

# STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development Sherry Morris, Development Services Director Victoria D'Angelo, CRA Assistant Manager

# ATTACHMENTS:

1) CRA Maintenance and Management Interlocal Agreement

PRESENTATION: No

## INTERLOCAL AGREEMENT CRA Maintenance and Management Services

between

# THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA

and

#### THE CITY OF PENSACOLA, FLORIDA

### WITNESSETH:

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

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

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

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

**WHEREAS,** on April 6, 1989, the City Council adopted Resolution No. 19-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

**WHEREAS,** on October 26, 2000, the City Council adopted Ordinance No. 46-00, which delineated of the boundaries of the Urban Infill and Redevelopment Area ("UIRA") by amending the comprehensive plan future land use map, and

**WHEREAS,** on October 26, 2000, the City Council adopted Ordinance No. 47-00, which adopted the Urban Infill and Redevelopment Plan ("UIRA Plan"), and

WHEREAS, on October 13, 2005, the City Council adopted Resolution No. 41-05 describing the Eastside Neighborhood Area ("Eastside Area" or "Eastside Urban Infill and Redevelopment Area") of the UIRA and finding such to be "blighted area" as defined in Section 163.340, Florida Statutes and to be in need of redevelopment, rehabilitation and improvement; and

**WHEREAS,** on October 27, 2005, pursuant to Section 163.2520, Florida Statutes, the City Council adopted Ordinance No. 16-05, which created and established the Redevelopment Trust Fund for the Urban Infill and Redevelopment Eastside Area ("Eastside Trust Fund"); and

**WHEREAS,** on September 14, 2006, the City Council adopted Resolution No. 24-06 which amended Resolution 19-89 by adding additional priority elements, including certain park and public space enhancements and accessibility improvements to the revised Community Redevelopment Plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on January 25, 2007, the City Council adopted Resolution No. 04-07 describing the Westside Neighborhoods Community Redevelopment Area ("Westside Area" or "Westside Community Redevelopment Area") and finding such to be a "blighted area" as defined in Section 163.340, Florida Statutes and to be in need of redevelopment, rehabilitation and improvement; and

**WHEREAS,** on May 24, 2007, the City Council adopted Resolution No. 13-07, which adopted the Westside Community Redevelopment Plan ("Westside Plan"), and

**WHEREAS,** on January 17, 2008, the City Council adopted Ordinance No. 01-08, which created and established the Redevelopment Trust Fund for the Westside Community Redevelopment Area ("Westside Trust Fund"); and

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

**WHEREAS,** on August 19, 2010, the City Council adopted Resolution 22-10, which became effective on January 10, 2011, amending Resolution No. 55-80 and providing for the continuation of the Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on August 28, 2014, the City Council adopted Ordinance No. 32-14, which amended and readopted the Eastside Plan element of the UIRA Plan adding priority elements; and

**WHEREAS,** on August 28, 2014, the City Council adopted Ordinance No. 31-14, which amended the Westside Plan by repealing and reestablishing the base year for appropriations to the Westside Trust Fund; and

WHEREAS, the Agency is responsible for the implementation of the Urban Core Plan, the Eastside Plan and the Westside Plan for the redevelopment, rehabilitation and improvement of the Urban Core Area, the Eastside Area and the Westside Area (the "CRA Areas"), respectively; and

**WHEREAS**, the City and the Agency are interested in removing blight, revitalizing and maintaining the Urban Core Area, the Eastside Area and the Westside Area (collectively referred to as the "CRA Areas") as a visibly attractive, economically viable, and socially desirable areas of the City; and

**WHEREAS,** in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to pursue jointly and collectively the administration and implementation of Agency's projects and activities; and

**WHEREAS,** pursuant to the Urban Core Plan, the Westside Plan and the Eastside Plan (collectively referred to as the "Plans"), the Agency has made, or will make in the future, certain improvements to various public facilities within the CRA Areas; and

**WHEREAS**, the City possesses expertise in various matters, including property maintenance and management, which can be efficiently utilized by the Agency in the planning and implementation of the Plans; and

WHEREAS, the City desires to make available to the Agency, in accordance with the terms and conditions set forth in this Agreement, any necessary materials, supplies, equipment, staffing or services necessary to maintain and manage the Project Areas in order to avoid duplication of efforts for blight removal and prevention and thereby maximize the resources available to the City and Agency for advancing the redevelopment, rehabilitation and improvement of the CRA Areas; and

WHEREAS, the City Council and the governing body of the Agency have determined that the provision of such maintenance and management support will result in efficient public administration, certainty for both parties with respect to short and long term planning, cost-effective advancement of the redevelopment objectives described in the Plans, and that compensation and payment to the City in exchange for the maintenance and management support provided to the Agency is an appropriate expenditure to accomplish such objectives.

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

# **ARTICLE 1: RECITALS AND AUTHORITY**

1.1. <u>Recitals</u>. The City and Agency agree that the foregoing recitals are correct, complete and not misleading and are hereby incorporated as if fully set forth herein.

1.2 <u>Authority</u>. This Agreement is entered into pursuant to and under the authority of the City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969, codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the "Act"); City Council Resolution No. 54-80; City Council Resolution No. 55-80; City Council Resolution No. 65-81; City Council Ordinance No. 13-84; City Council Resolution 15-84; City Council Resolution No. 19-89; City Council Ordinance No. 46-00; City Council Ordinance No. 47-00; City Council Resolution No. 41-05; City Council Ordinance No. 16-05; City Council Resolution No. 24-06; City Council Resolution No. 04-07; City Council Resolution 13-07; City Council Ordinance No. 31-14; and City Council Ordinance No. 32-14; as amended and supplemented.

1.3. <u>Purpose</u>. The purpose of this Agreement is to (i) express the desire of the parties to cooperate together to efficiently and effectively accomplish the community redevelopment objectives set forth in the Plans, (ii) provide for the continuing coordination and cooperation between the Agency and the City particularly regarding administration and implementation of the Plans and projects contemplated therein, (iii) define and delineate the responsibilities and obligations of the parties, and (iv) provide the terms and conditions by which the Agency will compensate the City for its provision of maintenance and management support in achieving the blight removal, blight prevention and redevelopment objectives of the Plans.

# **ARTICLE 2: SERVICES**

2.1. <u>Description</u>. In consideration of the payment provisions established in Article 3 herein, the City agrees to provide services on behalf of the Agency related to the maintenance and management functions as described hereinafter, in the discretion of the City, for the maintenance and management of projects implemented by the Agency in accordance with the Plans. The City expects to continue to perform the following functions and duties in accordance with established procedures or in the absence of same, as performed by the City in the conduct of the City's business operations.

2.2. <u>Maintenance and Management Services</u>. The Agency will be permitted to utilize the services of the City for the purpose of maintaining and/or managing areas or properties owned, constructed, improved, and/or developed by the Agency within the Project Areas defined

in Section 2.3 ("Project Areas"). Maintenance and/or management of the Project Areas may be modified from time to time, in accordance with Article 2.4 below.

2.3 <u>Project Areas</u>. Areas or properties owned, constructed, improved, and/or developed by the Agency within the CRA Areas by the CRA that may require maintenance and/or management services as of the date of this Agreement, or in the future, include:

- <u>"A" Streetscape Revitalization</u> –Main to Cervantes
- <u>Belmont-DeVilliers Streetscape</u> –Belmont from Coyle to Reus and DeVilliers from La Rua to Wright
- <u>Belmont-DeVilliers/Coyle Street Parking Facility</u> SE Intersection of Belmont and Coyle
   (Coyle & Belmont (Paved); 500 Blk W Belmont (Paved) (Acct# 131756000); 500 Blk
  W Belmont Street (Unpaved) (Acct# 131757000))
- <u>Henry Wyer Park</u> NE Intersection of Belmont and Reus
- <u>Spring Street Streetscape</u> Gadsden to Belmont
- Garden Street Landscape Median Alcaniz to A
- <u>North Palafox Street Streetscape</u> Wright to Garden
- <u>MLK Plaza</u> North Palafox Median from Wright to Garden
- North Palafox Parking Facility Corner of North Palafox and Gregory
- Palafox Place Streetscape, including flower bed irrigation Garden to Government
- South Palafox Street Streetscape Government to Main
- <u>Palafox Pier Promenade and Fountain</u> 800 Blk. S. Palafox St From fork at Palafox Street to Plaza de Luna Park entrance
- <u>Plaza de Luna Park, including Concession and Restroom Facilities</u> Southernmost terminus of South Palafox Street, along waterfront
- <u>Plaza de Luna Docks</u> Berth improvements at Plaza de Luna Park
- Jefferson Street Streetscape Garden to Plaza de Luna
- Jefferson Streetscape Revitalization Romana to Intendencia
- <u>"East Garden District" Streetscape Improvements / Jefferson Street Road Diet Extension</u> – Garden to Chase
- Zarragossa Street Streetscape Baylen to Tarragona
- Seville Square Park Block bound by Government, Zarragossa, Adams, and Alcaniz
- <u>Alcaniz/Romana Streetscape</u> Alcaniz from Intendencia to Garden; Romana from Alcaniz to S Florida Blanca
- <u>Chase/Gregory Streetscape</u> Chase from Florida Blanca to Bayfront and Gregory from I-110 to 14<sup>th</sup>
- Bayfront Parkway Streetscape Tarragona to 17th
- <u>Wayside Park East Improvements</u> Along waterfront Bayfront and 17<sup>th</sup> from Bayfront to Wright
- <u>101 West Main Street</u> (between Baylen and Spring)
- <u>Baylen Slip Promenade</u> Southernmost terminus of Baylen St
- <u>Plaza Ferdinand VII Park</u> 300 S Palafox St
- Bartram Park 211 Bayfront Pkwy
- <u>DeVilliers Streetscape Revitalization</u> Main to Cervantes (excluding Wright to LaRua)

- <u>Reus Streetscape Revitalization</u> Main to Cervantes
- <u>Community Maritime Park Day Marina</u> 300 Blk W Main St (CMP)
- <u>Bruce Beach Park Improvements</u> 601 W Main Street (Park at southernmost terminus of Clubbs Street)
- <u>"Hashtag" Streetscape Improvements</u> Main Street from Alcaniz to Baylen, Cedar Street from Alcaniz to Community Maritime Park
- General Daniel "Chappie" James, Jr. Memorial Park 1606 & 1608 Dr. MLK Jr. Drive
- <u>Redevelopment Site 1700 Dr. MLK, Jr. Boulevard</u>
- <u>Redevelopment Site 2300 W Jackson Street</u>
- <u>Redevelopment Site 901 W Blount Street</u>
- <u>Redevelopment Site 900 Blk W Blount Street</u>

2.4 <u>Additions/Removals.</u> The CRA Manager, or his or her designee, shall provide written notice to the City Administrator and the applicable City Department Director or Administrator regarding the addition of any new Project Areas for which maintenance and/or management is necessary. Notice shall be provided upon award of bid for construction, improvement or development of the Project Area, the date in which closing for acquisition of property is scheduled or as soon as otherwise practicable. The required funding for the maintenance and/or management services shall be appropriated in the Agency budget unless otherwise funded by the City, in the City's sole discretion.

To remove a Project Area, the CRA Manager or his or her designee shall provide written notice to the City Administrator and the applicable City Department Director or Administrator stating the Agency's intent to remove the Project Area within sixty (60) calendar days of expected removal or as soon as practicable.

A list of all active and removed Project Areas shall be maintained in the Office of the Agency.

2.5 <u>Other Agreements Prevail</u>. The terms of leases, development agreements, interlocal agreements or similar contracts applicable to the Project Areas shall prevail against the terms of this Agreement.

2.6 <u>Maintenance Specifications and Procedures.</u> Specifications and procedures for maintenance shall be established, and may be modified from time to time, by the City in coordination with the CRA. In the event that the Agency desires to modify a maintenance specification or procedure, the CRA Manager or his or her designee shall consult with the applicable City Department Director or Administrator regarding the desired change. Additional funding necessary to implement changes agreed upon by the Agency and City shall be appropriated in the Agency budget unless otherwise funded by the City, in the City's sole discretion.

2.7 <u>Management Procedures.</u> Management of park areas, including grounds and facilities, the public right-of-way and docking shall be performed by the City in coordination with the CRA. Management shall include regular monitoring, coordination, maintenance and up-

keep, as well as, management of applications for use of Project Area facilities or amenities and related contractual agreements. Any necessary amendments or changes to contractual agreements pertaining to the Project Areas shall be promptly reported to and coordinated with the CRA Manager or his or her designee. Any amendments or changes for which the Agency is a party must be approved by the Agency or the CRA Manager, as applicable. Management of all other contractual agreements pertaining to other properties, such as individual lots and redevelopment parcels shall be performed by the CRA.

2.8 <u>Personnel and Staffing.</u> The City shall assign personnel to provide the maintenance and management services described herein, as needed. Any additional staff who will be assigned to solely carry out the required maintenance and management services described herein, shall be employed and compensated, within the discretion of the City. Employment and compensation shall be pursuant to the Agency's budget for the fiscal year in which compensation is to commence. Hiring and termination shall be conducted by the applicable City department, with concurrence of the CRA Manager or his or designee. All such staff members shall work under the supervision and direction of the applicable City Department Director or Administrator, who shall coordinate with the CRA Manager, or his or her designee, as necessary. They shall be governed by all policies and procedures applicable to City employees and shall receive all benefits normally provided to comparable City employees, including compensation within the parameters of the City's pay plan, federal and state required withholdings and contributions, health insurance, life insurance, dental insurance and leave accrual.

2.9 <u>Financial Management.</u> Administrative functions necessary to manage accounts payable and receivables for maintenance services related to landscaping, grounds maintenance and utilities and docking management shall be performed by the City. All other financial management shall be performed by the Agency.

# **ARTICLE 3: FUNDING APPROPRIATIONS**

3.1 <u>Funding Appropriation</u>. In consideration of the services to be provided in Article 2 by the City, the Agency shall annually appropriate funding for such services in accordance with Section 163.387(6), Florida Statutes. Annual appropriations shall be based on the actual anticipated cost of the maintenance and management services to be provided during the subject fiscal year.

Payments provided under this Agreement shall be based on the cost of the actual services provided but not more than an amount appropriated in the Agency's budget for such services during the current fiscal year in which payment is to be made. In the event of urgent or emergency situations, where costs of the services exceed the amount appropriated in the Agency's budget during the current fiscal year, such payment may be advanced by the City. In such instance, the Agency may be required to reimburse the City for such payment in lump sum fashion or in such other fashion as the Chief Financial Officer of the City may determine in his or her sole discretion. The Agency's obligation to pay and/or reimburse the City hereunder shall be cumulative and shall continue until the City has been repaid in full for all amounts due and owing hereunder. The Agency's payment obligations under this Agreement shall constitute an obligation to pay an indebtedness in accordance with the Act.

3.2 <u>Subject to Superior Obligations.</u> The parties agree that the Agency's obligation to compensate the City pursuant to this Article shall be junior and inferior to any other debt obligations of the Agency with respect to payment priority. The Agency shall provide for the debt obligation arising hereunder in its annual budget.

# **ARTICLE 4: TERM, EVENTS OF DEFAULT**

4.1. <u>Term</u>. This Agreement shall become effective upon filing in the public records of Escambia County, Florida and continue until the later of (i) December 31, 2047, or (ii) termination of the Urban Core Trust Fund, the Westside Trust Fund or the Eastside Trust Fund as provided in Chapter 163 of the Florida Statutes.

4.2. <u>Events of Default</u>. An "event of default" under this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. Upon an event of default and written notice thereof by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured. If the event of default shall continue uncured for ninety (90) days, the non-breaching party may terminate this agreement and proceed at law or in equity to enforce their rights under this Agreement. No delay or omission of the non-breaching party to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein.

Upon termination of this agreement, the City shall transfer to the Agency copies of any documents, data, and information requested by the Agency relating to the services accomplished herein.

## **ARTICLE 5: MISCELLANEOUS**

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

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

5.3. <u>Severability</u>. The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement

shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

5.4. <u>Controlling Law; Venue</u>. Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

# 5.5. <u>Members Not Liable</u>.

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

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

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

5.7. <u>Notices</u>.

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

#### To the Agency

Community Redevelopment Agency of The City of Pensacola, Florida P.O. Box 12910 Pensacola, FL 32521 Attention: CRA Manager

## To the City

City of Pensacola P.O. Box 12910 Pensacola, FL 32521 Attention: Mayor (2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

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

5.8. <u>Execution of Agreement</u>. This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in this Article, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

5.9. <u>Filing with County Clerk of the Court</u>. The City is hereby authorized and directed after approval of this Agreement by the Agency and the City and the execution hereof to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County, Florida, as provided by Section 163.01(11), Florida Statutes.

5.10. <u>City and Agency Not Liable</u>. Nothing contained in this Agreement shall be construed or deemed, nor is intended, to impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

Remainder of this page intentionally left blank

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

COMMUNITY REDEVELOPMENT AGENCY CITY OF PENSACOLA, FLORIDA OF THE CITY OF PENSACOLA, FLORIDA

CRA Chairperson, Teniade Broughton

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

Victoria D'Angelo, Assistant CRA Manager

Legal in Form and Execution:

Charlie Peppler, City Attorney

Mayor, Grover C. Robinson, IV

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

Amy Lovoy, Chief Financial Officer



Memorandum

File #: 22-00805

Community Redevelopment Agency 8/15/2022

#### ACTION ITEM

**SPONSOR:** Teniade Broughton, Chairperson

SUBJECT:

BRUCE BEACH PARK PHASE 1 - CONSTRUCTION ADMINISTRATION

#### **RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) ratify issuance of Purchase Order #0081516, in the amount of \$130,635 for construction administration (CEI) services that was required for the Bruce Beach Phase 1 project on an immediate basis.

### SUMMARY:

The Bruce Beach Park improvement project carries out a key component of the 2010 Urban Core Redevelopment Plan, as further conceptualized in the Pensacola Waterfront Framework Plan. The Bruce Beach Park is located at 601 West Main Street, adjacent to South Clubbs Street and west of Maritime Park along Pensacola Bay. The Bruce Beach Park improvement project serves to improve public access to the waterfront and to celebrate the site's rich history as a former lumber planing mill, dry dock and, most notably, an African American recreation center and swimming pool during segregation.

On May 9, 2022, the Community Redevelopment Agency (CRA) awarded bid #22-031 to Biggs Construction Company, Inc. to construct Phase 1 of the project. The item approving award of bid #22-031 indicated an anticipated cost of \$186,330 for construction administration (CEI) services. Due to the loss of City construction inspections staff, outside services must be procured to meet the needs of the project. An additional \$130,635 is needed to provide for these services through Mott MacDonald.

Since construction of Phase 1 was already underway, procurement of these services was required immediately. Purchase Order (PO) #0081516 was issued to procure the services. The CRA is asked to ratify issuance of PO #0081516.

## PRIOR ACTION:

February 10, 20202 - The CRA approved the Bruce Beach Park improvement project for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

August 10, 2020 - The CRA approved the Fiscal Year 2021 CRA Work Plan which included the Bruce

Beach Park improvement project.

August 9, 2021 - The CRA approved the Fiscal Year 2022 CRA Work Plan which included the Bruce Beach Park improvement project.

May 9, 2022 - The CRA awarded bid #22-031 for construction of Bruce Beach Phase 1 to Biggs Construction Company, Inc.

### FUNDING:

Budget:	\$ 8,657,000.00	Series 2019 Urban Core Redevelopment Bonds
Actual:	\$ 6,342,411.00	Construction Contract
	634,241.00	Contingency (10%)
	662,311.00	Engineering Design
	316,965.00	CEI
	20,250.00	Geotechnical
	680,822.00	Phase 2 (Remaining Funds)
	\$ 8,657,000.00	

### FINANCIAL IMPACT:

An additional \$130,635 will be transferred from Bruce Beach Phase 2 to Bruce Beach Phase 1 to provide for outside CEI services.

### LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/2/2022

# STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development Sherry Morris, Development Services Director Victoria D'Angelo, CRA Assistant Manager Amy Tootle, Public Works Director

#### ATTACHMENTS:

None.

PRESENTATION: No