



City of Pensacola

Agenda Conference

Agenda

Monday, April 11, 2022, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

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

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

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. [22-00255](#) ESCAMBIA/PENSACOLA FY 2022-2024 STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY

Recommendation: That City Council approve the State Housing Initiatives Partnership (SHIP) program interlocal agreement with Escambia County providing for the joint implementation and administration of the Escambia/Pensacola SHIP program. Further, that City Council authorize the Mayor to take all actions necessary to execute all documents relating to the program's administration.

Sponsors: Grover C. Robinson, IV

Attachments: [Interlocal Agreement Between the Escambia County Board of Count](#)

2. [22-00264](#) AWARD OF BID # 22-026 NORTH "P" & "S" STREETS RECONSTRUCTION PROJECT
- Recommendation:* That City Council award to BID # 22-0026 North "P" & "S" Streets Reconstruction Project to C.W. Roberts Contracting, Inc. of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$489,511.60 plus additive alternate #1, in the amount of \$42,634.00, plus a 10% contingency in the amount of \$53,214.56 for a total amount of \$585,360.16. Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Bid Tabulation, Bid No. 22-026](#)
 [Final Vendor Reference List, Bid No. 22-026](#)
 [Supplemental Budget Resolution, File No. 2021-63](#)
3. [22-00268](#) AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO AIRPORT ECONOMY LOT 3
- Recommendation:* That City Council approve the easement agreement for underground electric service installed by Florida Power & Light Company for service to Airport Economy Lot 3. Further, that City Council authorize the Mayor to take all actions necessary to execute the easement agreement.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Florida Power & Light Company Easement for Airport Economy Lot 3](#)
4. [22-00314](#) AIRPORT - APPROVAL OF AMENDMENT NO. 3 - GROUND LEASE AND AGREEMENT WITH AERO PENSACOLA, LLC
- Recommendation:* That City Council authorize the Mayor to execute Amendment No. 3 to the Ground Lease and Agreement with Aero Pensacola, LLC. Further, that City Council authorize the Mayor to take all actions necessary to execute Amendment No. 3.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Aero Pensacola, LLC Ground Lease Amendment No. 3](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

5. [22-00297](#) QUASI-JUDICIAL HEARING - REQUEST FOR A CONDITIONAL USE PERMIT - MT. LILY BAPTIST CHURCH - 209 NORTH A STREET
- Recommendation:** That City Council conduct a Quasi-Judicial Hearing on April 14, 2022 to consider the request for a Conditional Use Permit to convert the existing structure at 209 North A Street into six (6) dwelling units of affordable renting housing.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Mt. Lily Baptist Church Conditional Use Application](#)
 [Planning Board Minutes March 8 2022 DRAFT minutes.pdf](#)
 [Petition to 209 N A. Street](#)
 [Sec. 12-3-107. Conditonal Use Permit](#)
6. [22-00341](#) APPOINTMENT - OPIOID ABATEMENT FUNDING ADVISORY BOARD
- Recommendation:** That City Council appoint one individual to the Opioid Abatement Funding Advisory Board for a term of two (2) years expiring May 1, 2024.
- Sponsors:** Ann Hill
- Attachments:** [Nomination Form - Jarah Jacquay](#)
 [Application of Interest - Jarah Jacquay](#)
 [Curriculum Vitae CV - Jarah Jacquay](#)
 [Nomination Form - Allyson Wade](#)
 [Application of Interest - Allyson Wade](#)
 [Nomination Form - Tommy White](#)
 [Application of Interest - Tommy White](#)
 [Ballot](#)
7. [22-00296](#) REQUEST FOR LICENSE TO USE RIGHT OF WAY - 178 NORTH PALAFOX STREET
- Recommendation:** That City Council approve the request for a License to Use Right of Way for improvements at 178 North Palafox Street.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [178 North Palafox Street License To Use Application](#)
 [Planning Board Minutes March 8 2022 DRAFT](#)
 [02-17-22 ARB minutes](#)

8. [22-00360](#) VETERANS MEMORIAL PARK FOUNDATION REQUEST FOR EXTENSION OF THE TEMPORARY RESTROOMS LOCATED AT ADMIRAL MASON PARK
- Recommendation:** That City Council approve an extension permitting the temporary restrooms at Admiral Mason Park to remain for a period not to exceed one (1) year. Further, that the restrooms be open to the public.
- Sponsors:** Ann Hill
- Attachments:** [Temporary Restrooms at Admiral Mason Park](#)
[Veterans-Memorial-Park-Permanent-Facilities--2022-04-01\(5\)](#)
[Sequence of Significant Events 20220310](#)
9. [22-00365](#) HIRING OF YVETTE MCLELLAN AS COUNCIL STAFF WITH THE TITLE OF SPECIAL ASSISTANT TO THE COUNCIL EXECUTIVE
- Recommendation:** That City Council approve the hiring of Yvette McLellan as Council Staff with the title of Special Assistant to the Council Executive.
- Sponsors:** Ann Hill
- Attachments:** [Yvette McLellan Resume](#)
[Special Assistant to the Council Executive - Job Description](#)
10. [22-00366](#) APPROPRIATION OF TREE MITIGATION FEES FOR CALIBER CARWASH DEVELOPMENT (2660 CREIGHTON ROAD) TO THE MARKET PLACE GREENWAY PROJECT
- Recommendation:** That City Council appropriate the \$10,000 within the Tree Planting Trust Fund from Caliber Carwash (2660 Creighton Road) development to the Market Place Greenway project. Further that City Council adopt a supplemental budget resolution appropriating these funds.
- Sponsors:** Sherri Myers
11. [2022-044](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-044 - APPROPRIATION OF TREE MITIGATION FEES FOR CALIBER CARWASH DEVELOPMENT (2660 CREIGHTON ROAD) TO THE MARKET PLACE GREENWAY PROJECT
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-044:
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE
- Sponsors:** Sherri Myers
- Attachments:** [Supplemental Budget Resolution No. 2022-044](#)
[Supplemental Budget Explanation No. 2022-044](#)

12. [22-00367](#) SCHOOL SAFETY IMPROVEMENTS ON COLLEGE PARKWAY
- Recommendation:** That City Council allocate up to \$150,000 for school safety improvements on College Parkway. Further, that City Council approve a supplemental budget resolution regarding this allocation.
- Sponsors:** Sherri Myers
- Attachments:** [College Parkway Option Summary](#)
[Exhibit 1 - College Parkway Aerial](#)
[Exhibit 2 - OPTION 2 Crosswalk with red flashing beacons forced stop](#)
[Exhibit 3 -Option 3 Crosswalk with beacons](#)
13. [2022-045](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-045 - SCHOOL SAFETY IMPROVEMENTS ON COLLEGE PARKWAY
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-45:
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Sherri Myers
- Attachments:** [Supplemental Budget Resolution No. 2022-045](#)
[Supplemental Budget Explanation No. 2022-045](#)
14. [22-00205](#) PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM NO. 445548-1-94-04 - RAILROAD MODERNIZATION INITIATIVE
- Recommendation:** That City Council authorize the mayor to execute Florida Seaport Grant and Seaport Investment Program, Grant No. 445548-1-94-04, for railroad modernization initiative in the amount of \$850,353. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [PTGA Grant - Rail Systems Funds 44554819404](#)
[Supplemental Budget Resolution No. 2022-030](#)
[Supplemental Budget Explanation No. 2022-030](#)

15. [2022-030](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-030 - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-04 - RAILROAD MODERNIZATION INITIATIVE

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-030:

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

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2022-030](#)
 [Supplemental Budget Explanation No. 2022-030 3 29 2022](#)
 [Grant Agreement No. 445548-1-94-04](#)

16. [2022-032](#) RESOLUTION NO. 2022-032 - APPROVING THE ESCAMBIA/PENSACOLA 2022-2024 STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM LOCAL HOUSING ASSISTANCE PLAN

Recommendation: That City Council adopt Resolution No. 2022-032.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution No. 2022-032](#)
 [Escambia County/City of Pensacola 2022-2025 SHIP Local Housing](#)

17. [22-00304](#) PENSACOLA ENERGY - AWARD OF CONTRACT FOR ITB #22-025 PALAFOX STREET CNG FUELING STATION EXPANSION
- Recommendation:** That City Council award a contract for ITB #22-025 Palafox Street CNG Fueling Station Expansion to Zeit Energy, LLC of Irving, TX, the lowest and most responsible bidder, with a base bid of \$472,777 plus a 10% contingency of \$47,278 for a total of \$520,055. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [ITB-22-025 Tabulation of Bids](#)
[ITB-22-025 Final Vendor Reference List](#)
18. [2022-039](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-039 - PENSACOLA ENERGY - FUNDING FOR CONSTRUCTION OF PALAFOX CNG FUELING STATION EXPANSION ASSOCIATED WITH AWARD OF BID #22-025
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-039.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-039](#)
[Supplemental Budget Explanation No. 2022-039](#)
19. [2022-040](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-040 - PENSACOLA ENERGY - ACQUISITION OF NATURAL GAS UTILITY METERS AND REMOTE TRANSMITTERS
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-040.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-040](#)
[Supplemental Budget Explanation No. 2022-040](#)

20. [2022-041](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-041 - PENSACOLA ENERGY - ADDITIONAL FUNDING FOR BUDGETED NATURAL GAS COST
- Recommendation:* That City Council adopt Supplemental Budget Resolution No. 2022-041.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2022-041](#)
 [Supplemental Budget Explanation No. 2022-041](#)
21. [16-22](#) PROPOSED ORDINANCE NO. 16-22 - CREATING CHAPTER 7-12 OF THE CITY CODE - REQUIREMENTS FOR BOOTING A VEHICLE
- Recommendation:* That City Council adopt Revised Proposed Ordinance No. 16-22 on second reading:
- AN ORDINANCE CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING DEFINITIONS; REQUIRING OCCUPATIONAL BUSINESS LICENSE; PROVIDING REQUIREMENTS FOR BOOTING; PROVIDING SIGN NOTICE REQUIREMENTS; ESTABLISHING BOOTING RATES; ENFORCEMENT AND PENALTIES OF BOOTING; PROVIDING A PROCESS FOR CITIZEN COMPLAINTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Casey Jones
- Attachments:* [Revised Proposed Ordinance No. 16-22](#)
 [Proposed Ordinance No. 16-22 \(as approved on first reading\)](#)

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

Recommendation: That City Council adopt Proposed Ordinance No. 13-22 on second reading:

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

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 13-22](#)
 [March 2022 Planning Board Minutes](#)
 [PROOF OF PUBLICATION ORDINANCES 2ND READING](#)

23. [09-22](#) PROPOSED ORDINANCE NO. 09-22 - AMENDMENT TO THE LAND DEVELOPMENT CODE - SECTION 12-6-6 PROTECTED TREES

Recommendation: That City Council adopt Proposed Ordinance No. 09-22 on second reading.

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

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 09-22](#)
 [Planning Board Minutes February 8, 2022 - DRAFT](#)
 [PROOF OF PUBLICATION ORDINANCES 2ND READING](#)

24. [10-22](#) PROPOSED ORDINANCE NO. 10-22 - REQUEST FOR VOLUNTARY ANNEXATION - BAPTIST HOSPITAL OWNED PROPERTIES
- Recommendation:** That City Council adopt Proposed Ordinance No.10-22 on second reading.
- AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 10-22](#)
[Exhibit A: Maps of Annexation Area](#)
[PROOF OF PUBLICATION ORDINANCES 2ND READING](#)
25. [11-22](#) PROPOSED ORDINANCE NO. 11-22 - REQUEST FOR VOLUNTARY ANNEXATION - 315 EAST SELINA STREET AND 4908 CHANEY STREET.
- Recommendation:** That City Council adopt Proposed Ordinance No. 11-22 on second reading.
- AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 11-22](#)
[Exhibit A: Maps of Annexation Area](#)
[PROOF OF PUBLICATION ORDINANCES 2ND READING](#)

26. [12-22](#) PROPOSED ORDINANCE NO. 12-22 - REQUEST FOR VOLUNTARY
ANNEXATION - RICHARDS MEMORIAL UNITED METHODIST
CHURCH PROPERTY

Recommendation: That City Council adopt Proposed Ordinance No. 12-22 on second
reading.

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

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 12-22](#)
[Exhibit A: Maps of Annexation Area](#)
[PROOF OF PUBLICATION ORDINANCES 2ND READING](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00255

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

ESCAMBIA/PENSACOLA FY 2022-2024 STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY

RECOMMENDATION:

That City Council approve the State Housing Initiatives Partnership (SHIP) program interlocal agreement with Escambia County providing for the joint implementation and administration of the Escambia/Pensacola SHIP program. Further, that City Council authorize the Mayor to take all actions necessary to execute all documents relating to the program's administration.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Sadowski Affordable Housing Act, as approved by the Legislature in 1992, was designed to provide a continuous funding source for the construction, rehabilitation, and/or preservation of affordable housing in Florida. The funds have been made available to each of the 67 counties and most municipalities in the State through the Florida Housing Finance Corporation (FHFC). With approval of the City Council and Board of County Commissioners, the City of Pensacola and Escambia County have jointly received funding and successfully administered the SHIP Program since 1993.

The funds are used to support housing strategies identified in the Local Housing Assistance Plan which is mutually adopted by both jurisdictions. The terms of the agreement shall run concurrent with the distribution of SHIP program funds which are allocated jointly to both jurisdictions and shall continue for the duration of the 2022-2025 Local Housing Assistance Plan.

The SHIP program activities shall be cooperatively implemented by the City through its, Housing Department, and by the County, through its Neighborhood Enterprise Division. Both jurisdictions cooperatively develop program strategies, policies, and procedures required to implement the program.

PRIOR ACTION:

April 11, 2019 - City Council approved Escambia/Pensacola State Housing Initiatives Partnership

(SHIP) Program Interlocal Agreement

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/7/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola Relating to the State Housing Initiatives Partnership Program

PRESENTATION: No

**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA
RELATING TO THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM**

THIS INTERLOCAL AGREEMENT is made and entered into by and between **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County"), and the **CITY OF PENSACOLA**, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council (the "City").

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general government services within their respective jurisdiction; and

WHEREAS, the County and the City are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the William E. Sadowski Affordable Housing Act (Chapter 92-317, Laws of Florida, incorporated herein by reference) created §§420.907-420.9079 Florida Statutes, the "State Housing Initiatives Partnership ("SHIP") Program" (CSFA #40.901), which authorizes funds in the Local Government Housing Trust Fund (the "Fund") to be distributed to approved counties and eligible municipalities within the county pursuant to an Interlocal Agreement; and

WHEREAS, Escambia County is an approved County and the City of Pensacola is an eligible municipality within the County; and

WHEREAS, the County and the City desire to jointly utilize SHIP allocations pursuant to this Agreement; and

WHEREAS, the County and the City have determined that SHIP Program funds can be more effectively and efficiently utilized and managed through an Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated in this Agreement.
2. The County and the City do hereby agree that the SHIP Program funds which are to be distributed to the County and City as provided in §420.9073, Florida Statutes, shall be allocated jointly to the County and City for purposes identified in the mutually approved Escambia/Pensacola Local Housing Assistance Plan (LHAP). The implementation of SHIP Program activities shall be undertaken cooperatively by the County, through its Neighborhood Enterprise Division, and the City, through its Housing Department, in accordance with the Terms and Conditions provided in **Exhibit I**, attached hereto and incorporated herein.
3. Unless earlier terminated pursuant to other provisions of this Agreement, the term of this Agreement shall run concurrent with the distribution of SHIP Program funds which are allocated jointly to the County and the City and shall continue for the duration of the 2022-2025 LHAP.
4. The County and the City direct the Florida Housing Finance Corporation (the "Corporation") to distribute and allocate the SHIP Program funds in accordance with this Interlocal Agreement and authorize

the Corporation to rely on the County's and the City's stated intent and their authority to execute this Agreement.

5. The SHIP Program funds so distributed will be deposited in a single depository trust fund account created and managed by Escambia County, which shall be administered by the Finance Division of the Office of the Clerk of the Circuit Court. This account shall be known as the Escambia-Pensacola Local Government Housing Trust Fund (hereinafter referred to as "Local Fund"), to which SHIP funds are distributed by the Corporation. The Corporation will be notified of any change in the Local Fund status and the parties agree to have such Local Fund audited annually as required by Chapter 420, Florida Statutes, and Rule 67-37, Florida Administrative Code. Since all distributions from the Local Fund shall be processed by Escambia County, the parties hereto agree that the Comprehensive Single Entity Audit of the accounts and records of the County with respect to SHIP revenues and expenditures shall constitute the audit for the Interlocal Entity as described in the SHIP Regulations. The parties hereto agree that the Local Fund may be allocated a pro-rata charge by the County based upon the cost of the independent audit.

6. During the term of this Agreement, neither party shall jeopardize the other party's right to receive its allocation from the Local Fund.

7. The parties to this Agreement have both adopted an Affordable Housing Incentive Plan and mutually understand that the relevant law requires the continuing monitoring and implementation of said Plan for the purpose of enhancing and providing affordable housing. Both parties agree to cooperate in ensuring that the requirements and spirit of applicable law are satisfied.

8. Neither party shall use any revenues distributed and allocated for purposes other than those authorized by §420.9072(7), Florida Statutes, or as stipulated in Florida Administrative Rule 67-37, Florida Administrative Code.

9. If at any time during the term of this Agreement, the County or the City believe that the intent of the parties as set forth herein is not being accomplished or that the terms of this Agreement are not fair, such entity may, upon providing ninety (90) days written notice, renegotiate the terms and provisions of this Agreement to be effective on the first day of the next fiscal year. If the parties are unable to renegotiate the terms and provisions of this Agreement prior to the commencement of the next fiscal year, this Agreement shall terminate and be of no further force or effect as to either party and the funds shall be allocated as provided by law.

10. If either party shall cease to be eligible for allocation and distribution of Local Government Housing Trust Fund monies, such party's allocation of the funds shall remain in the Local Fund to be used by the Corporation.

11. The parties to this Agreement shall cooperatively prepare and submit a single consolidated annual report incorporating all activities undertaken with SHIP funds in compliance with reporting provisions of Rule 67-37, Florida Administrative Code.

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

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

14. This Agreement shall become effective, after being properly executed by the parties, when filed with the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

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

Attest: Pam Childers
Clerk of the Circuit Court

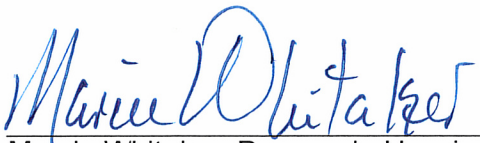
By: _____
Deputy Clerk

S E A L

ATTEST:

SEAL

APPROVED AS TO CONTENT:



Marcie Whitaker, Pensacola Housing

ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

Date: _____

BCC Approved: _____

Escambia County Legal Department Approval:

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 02-04-2022

City of Pensacola, a municipality chartered in the State of Florida

By: _____
Grover C. Robinson, IV, Mayor

LEGAL IN FORM AND VALID
AS DRAWN:

City Attorney

EXHIBIT I
TERMS AND CONDITIONS
SHIP PROGRAM IMPLEMENTATION

1. **AFFORDABLE HOUSING ADVISORY COMMITTEE:** The County and the City agree to jointly establish and staff the Affordable Housing Advisory Committee (AHAC) in accordance with the provisions of §420.907-9079, Florida Statutes. Each local government will appoint an elected official to serve on the AHAC. The City also shall solicit and appoint a representative from the City of Pensacola Planning Board and a citizen who resides in the City of Pensacola. All other appointees to the AHAC shall be solicited by the County. The City Council may nominate appointees for the remaining representative positions through the County's solicitation process. All appointments will be jointly approved by the Board of County Commissioners and the City Council.
2. **MORTGAGE/LIEN RELEASES:** Requests for payoffs and mortgage/lien cancellations should be directed to the County if the property is located within the unincorporated areas of the County or to the City if the property is located within the City limits. The preparation of mortgage/lien cancellations shall be prepared by the local jurisdiction in which the property is located and signed by the chief elected official. Any funds to be returned to the SHIP program shall be deposited into the Local Fund. All program income shall be used in accordance with SHIP program guidelines.
3. **MONITORING:** The City will provide files to the County as requested and required for monitoring of the SHIP Program by County auditors and/or the Florida Housing Finance Corporation or its agents.
4. **ANNUAL REPORTS:** The County will serve as the primary agent for preparation and submission of online annual report to Florida Housing Finance Corporation. The City will provide supporting information as required for the County to complete the annual report.
5. **PROJECT SELECTION:** County and City staff will jointly identify projects for funding in accordance with the strategies presented in the Local Housing Assistance Plan. Projects will be solicited and awarded in accordance with and through the County's Purchasing Department procedures with City representation on selection committees as appropriate. Agreements will be presented to the County for approval.
6. **LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION:** If approved by Board action, the County Administrator will sign the Local Government Verification of Contribution forms certifying the commitment of local SHIP funds for applicants responding to Request for Applications through the Florida Housing Finance Corporation for housing development project financing.
7. **HOUSING STRATEGY ADMINISTRATION:**
 - a. The County and the City will administer the replacement housing and housing repair strategies for their respective jurisdictions. The City may choose to have the County reimburse for eligible SHIP expenses within the City limits or may directly pay the contractor provided that all County/LHAP requirements have been met.
 - b. The City will serve as primary administrator for the homebuyer program county-wide. Applications will be submitted to the City Housing Department and complete application packets will be submitted to the County for review and processing of checks for closing.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00264

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF BID # 22-026 NORTH "P" & "S" STREETS RECONSTRUCTION PROJECT

RECOMMENDATION:

That City Council award to BID # 22-0026 North "P" & "S" Streets Reconstruction Project to C.W. Roberts Contracting, Inc. of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$489,511.60 plus additive alternate #1, in the amount of \$42,634.00, plus a 10% contingency in the amount of \$53,214.56 for a total amount of \$585,360.16. Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

North "P" Street from W. Jackson Street to W. Cervantes Street and North "S" Street from W. Jackson Street to W. Cervantes Street have been identified as substandard and in need of reconstruction. Specifically, these 4 blocks have failing asphalt and base material and lack the City standard curb and gutter. The general work will include installation of new stabilized subgrade, new lime rock base material, a final SP12.5 asphalt surface course with associated curb and gutter, replacement of driveways, and installation of new ADA-compliant sidewalks.

PRIOR ACTION:

September 23, 2021 - City Council approved the Supplemental Budget Resolution No. 2021-63 - Appropriating funding for the Street Reconstruction Project for South "S" Street and South "P" Street.

FUNDING:

Budget:	\$ 639,461.00	LOST IV Street Reconstruction
Actual:	\$ 489,511.60	Construction Contract- Base Bid
	42,634.00	Construction Contract- Bid Alternative # 1
	<u>\$ 532,145.60</u>	Sub-Total
	53,214.56	Required 10% Contingency
	<u>45,000.00</u>	Engineering Management/Inspection (Estimate)

9,100.00	Construction Testing/Misc. (Estimate)
<u>\$ 639,460.16</u>	Total Needed to Award Project

FINANCIAL IMPACT:

The total budget for this project is \$639,461.00. On September 23, 2021 City Council approved \$516,000 from the Local Option Sales Tax Series IV funds for the West Cervantes Street Corridor Improvements Project as well as \$123,461.00 from within the Local Option Sales Tax Fund, Street Reconstruction line item to fund this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/14/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator- Community Development
Amy Tootle, Director of Public Works & Facilities
Brad Hinote, City Engineer

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 22-026
- 2) Final Vendor Reference List, Bid No. 22-026
- 3) Supplemental Budget Resolution, File No. 2021-63

PRESENTATION: No

TABULATION OF BIDS

BID NO: 22-026

TITLE: NORTH "P" AND NORTH "S" STREETS RECONSTRUCTION

Submittals Due: March 1, 2022, 2:30 P.M. Department: Engineering	CW ROBERTS CONTRACTING, INC. Pensacola, FL	CHAVERS CONSTRUCTION, INC. Cantonment, FL	ROADS, INC. OF NWF Cantonment, FL
Base Bid	\$489,511.60	\$505,260.40	\$819,222.00
Bid Alternate	\$42,634.00	\$50,901.00	\$68,840.00
Base Bid + Alternate	\$532,145.60	\$556,161.40	\$888,062.00

Submittal Due Date: 03/01/22

Bid No.: 22-026

**FINAL VENDOR REFERENCE LIST
NORTH "P" AND NORTH "S" STREETS RECONSTRUCTION
DEPT**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NWFL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
003350	ASPHALT SEALCOATING & STRIPE CO INC	3358 PURSELL LANE	PENSACOLA	FL	32526	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
081043	BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
023742	BROOKS, SEAN RONALD DBA PRO-LI SEAL AND STRIPE	4162 MADURA RD	GULF BREEZE	FL	32561	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045	CHIVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	Y
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y

Submittal Due Date: 03/01/22

Bid No.: 22-026

FINAL VENDOR REFERENCE LIST
NORTH "P" AND NORTH "S" STREETS RECONSTRUCTION
DEPT

Vendor	Name	Address	City	St	Zip Code	SMWBE
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
001597	HEATON BROTHERS CONSTR CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
055564	L & L BACKFLOW INC DBA L & L UTILITIES INC	115 MCLAUGHLIN ROAD	MILTON	FL	32570	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
070661	MCDELT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
073522	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
022368	MOTES, MIKE DBA MIKE MOTES CONSTRUCTION INC	4164 HUCKLEBERRY FINN ROAD	MILTON	FL	32583	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
058953	PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	Y
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	
021834	R & L PRODUCTS INC	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
071623	REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD STE 198	PENSACOLA	FL	32534	Y

Submittal Due Date: 03/01/22

Bid No.: 22-026

**FINAL VENDOR REFERENCE LIST
NORTH "P" AND NORTH "S" STREETS RECONSTRUCTION
DEPT**

Vendor	Name	Address	City	St	Zip Code	SMWBE
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	9790 ROBERSON WAY	MILTON	FL	32570	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939	THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
069066	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 87



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 2021-63

File ID: 2021-63	*Type: Resolution	Status: Passed
Version: 1	Attorney Review::	*Meeting Body: City Council
Subject:		File Created: 08/13/2021
		Final Action: 09/23/2021
Title: SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-63 - APPROPRIATING FUNDING FOR THE STREET RECONSTRUCTION PROJECT FOR SOUTH "S" STREET AND SOUTH "P" STREET		
Sponsors: Grover C. Robinson, IV		Enactment Date: 09/30/2021
Attachments: Supplemental Budget Resolution No. 2021-63, Supplemental Budget Explanation No. 2021-63		Enactment Number: 2021-63
Recommendation:		Hearing Date:
Entered by: scarlton@cityofpensacola.com		Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	09/20/2021	Placed on Regular Agenda				Pass
	Action Text:	This Resolution was Placed on Regular Agenda.					
1	City Council	09/23/2021	Adopted				Pass
	Action Text:	A motion was made by Council Member Brahier, seconded by Council President Moore, that this Resolution be Adopted. The motion carried by the following vote: Yes: 7 Council Member Moore, Council President Hill, Council Member Jones, Council Vice President Wiggins, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 2021-63

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-63 - APPROPRIATING FUNDING FOR THE STREET RECONSTRUCTION PROJECT FOR SOUTH "S" STREET AND SOUTH "P" STREET

June 14, 2018 - City Council authorized the use of funds dedicated to West Cervantes Street Corridor for short-term improvements.

September 20, 2017 - City Council appropriated \$1,516,000 of Local Option Sales Tax Series IV funding in Fiscal Year 2018 for West Cervantes Street Corridor Improvements.

FUNDING:

Budget: \$516,000

Actual: \$516,000

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will shift funds from the West Cervantes Street Corridor Improvements Project to the Street Reconstruction Project for South "S" Street and South "P" Street. Any funding shortage will be covered by the LOST funds for sidewalk improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

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

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

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

Brad Hinote, PE - City Engineer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-63
- 2) Supplemental Budget Explanation No. 2021-63

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00268

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO AIRPORT ECONOMY LOT 3

RECOMMENDATION:

That City Council approve the easement agreement for underground electric service installed by Florida Power & Light Company for service to Airport Economy Lot 3. Further, that City Council authorize the Mayor to take all actions necessary to execute the easement agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Florida Power & Light Company requires an easement covering the location of the underground utility lines installed from the existing electric switch can on College Boulevard to a new electric transformer at the entrance to Economy Lot 3, a distance of approximately fifteen (15) feet, and from the existing electric switch can on Airport Lane to a new electric transformer at the exit from Economy Lot 3, a distance of approximately fifty (50) feet. The lines are being installed as a necessary part of service upgrades to this area. Utility company will maintain the lines.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/23/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Florida Power & Light Company Easement for Airport Economy Lot 3

PRESENTATION: No

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: June 4, 2013

20____ **IN WITNESS WHEREOF**, the Grantor has executed this instrument this ____ day of _____,

**City of Pensacola, a municipal corporation
of the State of Florida,**

WITNESSES

Witness

(Print or type full name)

Witness

(Print or type full name)

By: _____

(Print or type full name)

Title: _____

Attest: _____

(Print or type full name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as _____ of **City of Pensacola, a municipal corporation of the State of Florida**, on behalf of the corporation.

[NOTARIAL SEAL]

Notary: _____

Print Name: _____

Notary Public, State of _____

My commission expires: _____

☐ Personally Known **OR** ☐ Produced Identification

Type of Identification Produced _____

PARCEL DESCRIPTION FOR EXHIBIT A-1

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF PARCEL "A" DESCRIBED IN AN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 7407 AT PAGE 1501 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA, LOCATED IN SECTION 17, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL "A" DESCRIBED IN AN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 7407 AT PAGE 1501 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA;

THENCE, CONTIGUOUS WITH THE NORTH LINE OF SAID PARCEL "A", NORTH 60 DEGREES 41 MINUTES 23 SECONDS WEST A DISTANCE OF 40.7 FEET TO THE POINT OF BEGINNING;

THENCE, DEPARTING THE NORTH LINE OF SAID PARCEL "A", SOUTH 29 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT;

THENCE NORTH 60 DEGREES 41 MINUTES 23 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT;

THENCE NORTH 29 DEGREES 18 MINUTES 37 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT IN THE NORTH LINE OF SAID PARCEL "A";

THENCE, CONTIGUOUS WITH THE NORTH LINE OF SAID PARCEL "A", SOUTH 60 DEGREES 41 MINUTES 23 SECONDS EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 225 SQUARE FEET, MORE OR LESS.

EXHIBIT A

CITY OF
PENSACOLA

PENSACOLA
INTERNATIONAL
AIRPORT

FLORIDA POWER
& LIGHT

SKETCH OF
DESCRIPTION
FOR A ELECTRIC
SERVICE
EASEMENT

A PORTION OF SECTION 17,
TOWNSHIP 1 SOUTH, RANGE 29
WEST, ESCAMBIA COUNTY,
FLORIDA

CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

EXHIBIT A-1

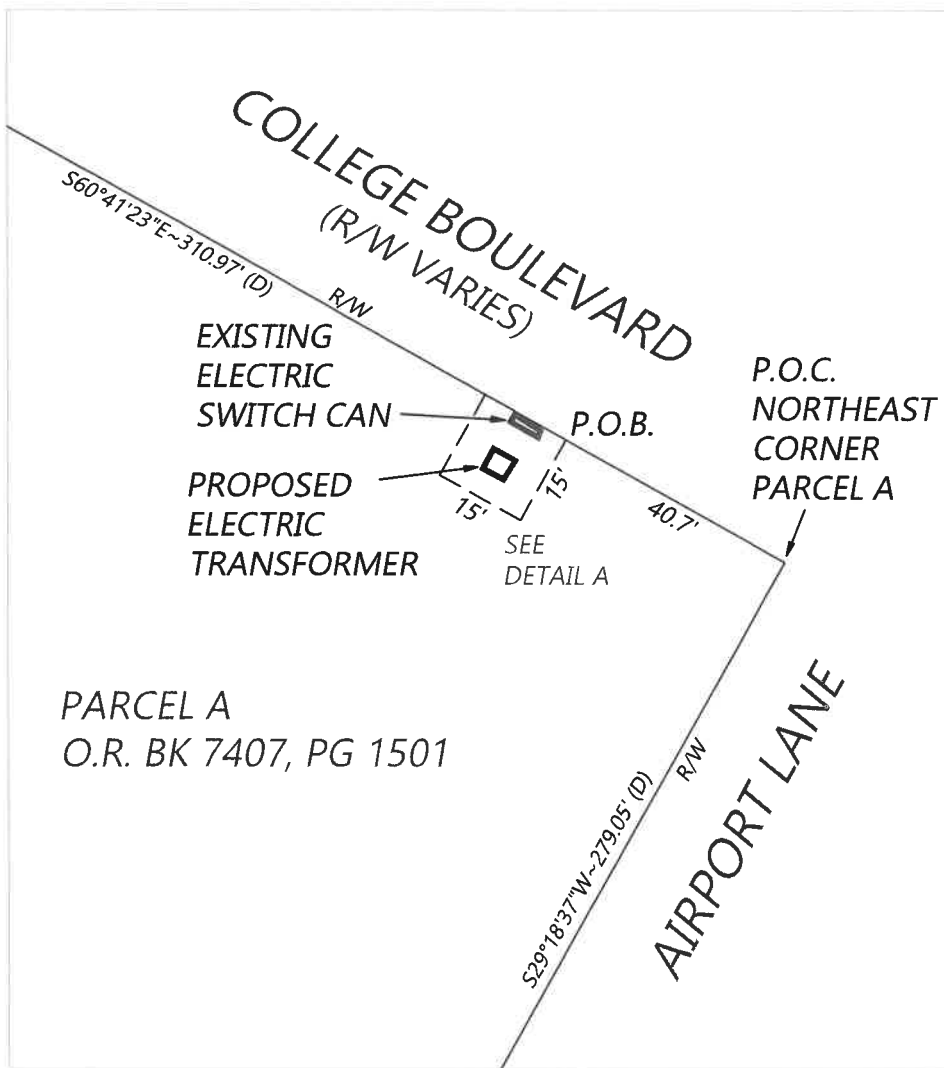
CITY OF
PENSACOLA

PENSACOLA
INTERNATIONAL
AIRPORT

FLORIDA POWER
& LIGHT

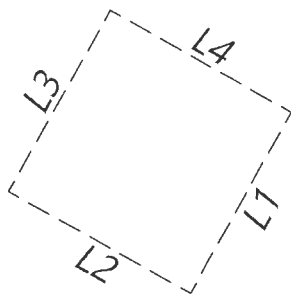
SKETCH OF DESCRIPTION FOR A ELECTRIC SERVICE EASEMENT

A PORTION OF SECTION 17,
TOWNSHIP 1 SOUTH, RANGE 29
WEST, ESCAMBIA COUNTY,
FLORIDA

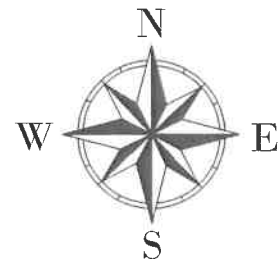


PARCEL A
O.R. BK 7407, PG 1501

DETAIL A



LINE	BEARING	DISTANCE
L1	S29°18'37"W	15.00'
L2	N60°41'23"W	15.00'
L3	N29°18'37"E	15.00'
L4	S60°41'23"E	15.00'



SCALE 1" = 30'

LEGEND

||| ELECTRIC
SERVICE EASEMENT

P.O.C.= POINT OF COMMENCEMENT
P.O.B.= POINT OF BEGINNING

CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

PARCEL DESCRIPTION FOR EXHIBIT A-3

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF PARCEL "B" DESCRIBED IN AN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 7407 AT PAGE 1501 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA, LOCATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF PARCEL "B" DESCRIBED IN AN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 7407 AT PAGE 1501 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA;

THENCE, CONTIGUOUS WITH THE SOUTH LINE OF SAID PARCEL "B", NORTH 60 DEGREES 39 MINUTES 32 SECONDS WEST A DISTANCE OF 16.04 FEET TO A POINT;

THENCE, DEPARTING THE SOUTH LINE OF SAID PARCEL "B", NORTH 42 DEGREES 29 MINUTES 51 SECONDS WEST A DISTANCE OF 20.79 FEET TO A POINT;

THENCE NORTH 60 DEGREES 39 MINUTES 32 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT;

THENCE NORTH 29 DEGREES 20 MINUTES 28 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT;

THENCE SOUTH 60 DEGREES 39 MINUTES 32 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT;

THENCE SOUTH 29 DEGREES 20 MINUTES 28 SECONDS WEST A DISTANCE OF 4.48 FEET TO A POINT;

THENCE SOUTH 42 DEGREES 29 MINUTES 51 SECONDS EAST A DISTANCE OF 37.67 FEET TO A POINT IN THE EAST LINE OF SAID PARCEL "B";

THENCE, CONTIGUOUS WITH THE EAST LINE OF SAID PARCEL "B", SOUTH 29 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 5.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 559 SQUARE FEET, MORE OR LESS.

EXHIBIT A-2

CITY OF
PENSACOLA

PENSACOLA
INTERNATIONAL
AIRPORT

FLORIDA POWER
& LIGHT

SKETCH OF
DESCRIPTION
FOR A ELECTRIC
SERVICE
EASEMENT

A PORTION OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 30
WEST, ESCAMBIA COUNTY,
FLORIDA

CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

EXHIBIT A-3

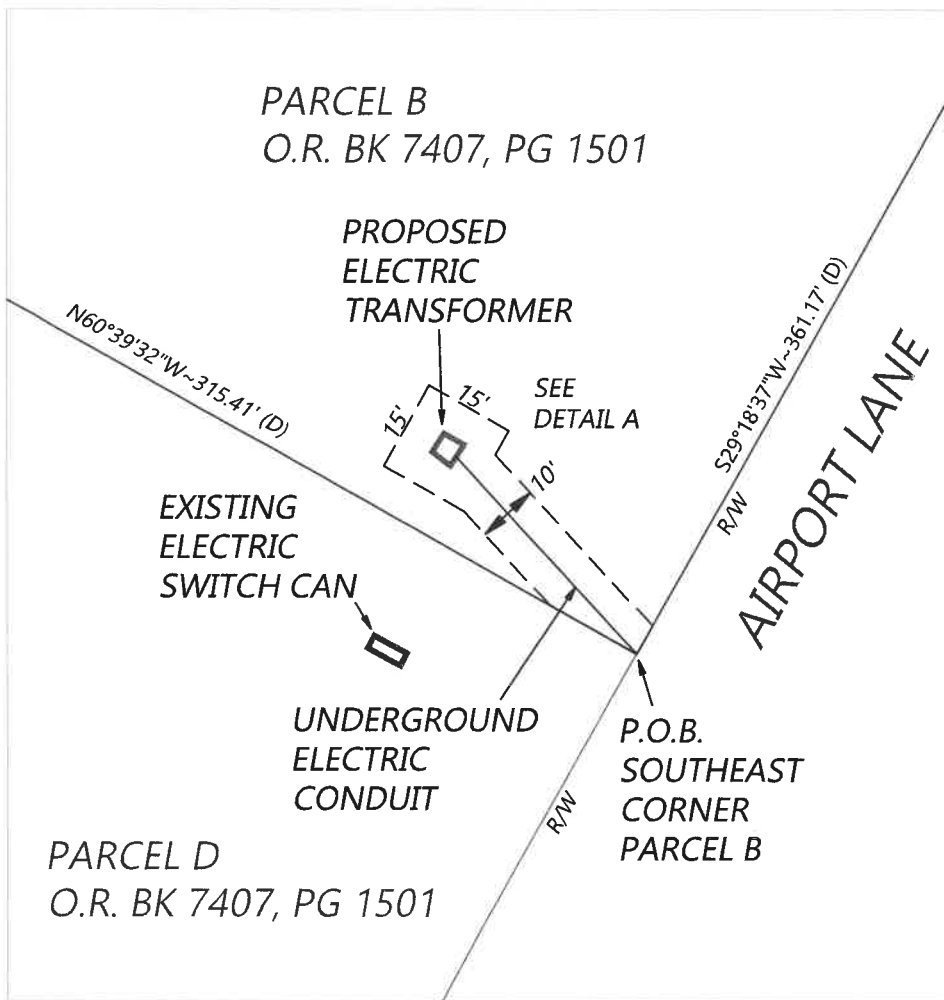
CITY OF
PENSACOLA

PENSACOLA
INTERNATIONAL
AIRPORT

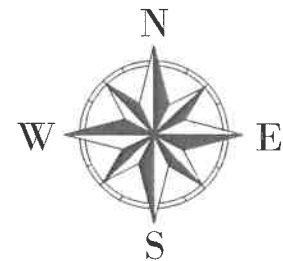
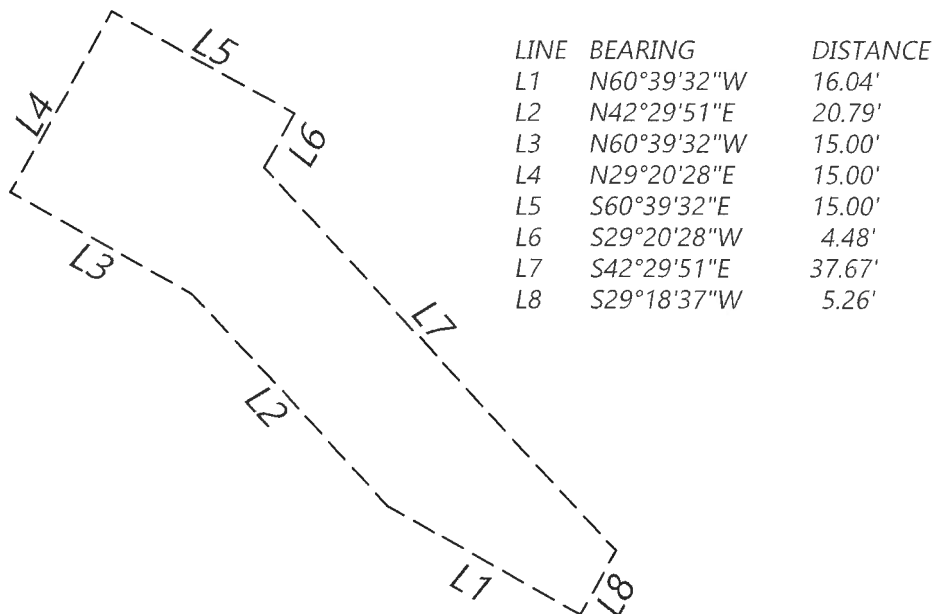
FLORIDA POWER
& LIGHT

SKETCH OF
DESCRIPTION
FOR A ELECTRIC
SERVICE
EASEMENT

A PORTION OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 30
WEST, ESCAMBIA COUNTY,
FLORIDA



DETAIL A



SCALE 1" = 30'

LEGEND

||| ELECTRIC
SERVICE EASEMENT

P.O.B. = POINT OF BEGINNING

CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

THIS SKETCH IS NOT A SURVEY

MARCH 2, 2022



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00314

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - APPROVAL OF AMENDMENT NO. 3 - GROUND LEASE AND AGREEMENT WITH AERO PENSACOLA, LLC

RECOMMENDATION:

That City Council authorize the Mayor to execute Amendment No. 3 to the Ground Lease and Agreement with Aero Pensacola, LLC. Further, that City Council authorize the Mayor to take all actions necessary to execute Amendment No. 3.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Aero Pensacola, LLC f/k/a MLR Properties, L.P. f/k/a The King Interests Development, Inc. entered into a Ground Lease and Agreement with the City on July 25, 1988 to construct an Air Cargo building. The term of the Ground Lease runs through December 31, 2025.

Aero Pensacola, LLC desires to increase its leasehold to include an additional 975 square feet of apron. The additional space will be leased under the same terms and conditions as the original lease as amended.

PRIOR ACTION:

July 25, 1988 - City and The King Interests Development, Inc. entered into a Ground Lease and Agreement.

October 6, 1988 - City and The King Interests executed Amendment No. 1 to the Ground Lease and Agreement.

October 30, 1992 - City and MLR Properties, L.P. executed a Confirmation of Lease Agreement.

October 10, 2001 - City and The Cargo Acquisition Company, LLC executed a Landlord's Consent and Estoppel.

February 16, 2005 - City and Aero Pensacola, LLC executed Amendment No. 2 to the Ground Lease

and Agreement.

FUNDING:

N/A

FINANCIAL IMPACT:

Aero Pensacola, LLC will pay an additional \$337.35 per year for the increase to their leasehold.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/1/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Aero Pensacola, LLC Ground Lease Amendment No. 3

PRESENTATION: No

GROUND LEASE AMENDMENT

AMENDMENT NO. 3

THIS AMENDMENT NO. 3 TO THE GROUND LEASE AND AGREEMENT, made and entered into this ____ day of _____, 20____) (the "Effective Date"), by and between the City of Pensacola, hereinafter referred to as "City" and Aero Pensacola LLC, hereinafter referred to as "Lessee",

WITNESSETH:

THAT, WHEREAS, City entered into a Ground Lease and Agreement dated July 25, 1988 with The King Interests Development, Inc. ("Original Ground Lease") whereby The King Interests was leased property on Pensacola International Airport for the construction of an Air Cargo Building; and

WHEREAS, City and The King Interests executed Amendment No. 1 to said Ground Lease and Agreement dated October 6, 1988 whereby the legal description of the leasehold and the ground rental payments were modified; and

WHEREAS, City and MLR Properties, L.P. ("MLR") executed a Confirmation of Lease Agreement dated October 30, 1992 whereby MLR assumed the Ground Lease and Agreement; and

WHEREAS, City and the Cargo Acquisition Company, LLC executed a Landlord's Consent and Estoppel dated October 10, 2001 whereby the City consented to an assignment of the Ground Lease and Agreement from MLR to Lessee; and

WHEREAS, the City and Lessee executed Amendment No. 2 to the Ground Lease and Agreement dated February 16, 2005 whereby the definition of Ground Premises was amended to include an additional 4,290 sq. ft. and the term was extended until December 31, 2025; and

WHEREAS, the parties now desire to amend the Ground Lease and Agreement upon the terms and conditions hereinafter set forth; and

WHEREAS, Section 1307 of the Ground Lease and Agreement allows for amendments to the Ground Lease and Agreement by written agreement by both parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Ground Lease and Agreement shall be hereby amended as follows:

1. The definition of Ground Premises set forth in Section 201 of the Ground Lease and Agreement is amended to include an additional 975 sq. ft. as shown on Exhibit A hereto.
2. All terms and conditions of the Ground Lease and Agreement as amended hereby shall remain in full force and effect.
3. This Amendment No. 3 to the Ground Lease and Agreement shall be effective as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to the Ground Lease and Agreement on the date first above written.

LESSEE

CITY OF PENSACOLA, FLORIDA

Aero Pensacola, LLC
(Lessee's Name)

Mayor, Grover C. Robinson, IV

By _____
Member

Attest: _____
City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved as to Substance:

By: _____
Member

Department Director

(Printed Member's Name)

Legal in form and execution:

City Attorney

EXHIBIT A

65'

Amendment No. 3

15'

975 SF

Original Ground Lease

190'

1 STORY BLDG
10,570 SF

SITE 31,350 SF

Amendment No. 2

75'

4,290 SF

65'



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00297

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - REQUEST FOR A CONDITIONAL USE PERMIT - MT. LILY BAPTIST CHURCH - 209 NORTH A STREET

RECOMMENDATION:

That City Council conduct a Quasi-Judicial Hearing on April 14, 2022 to consider the request for a Conditional Use Permit to convert the existing structure at 209 North A Street into six (6) dwelling units of affordable renting housing.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

John David Ellis is requesting a Conditional Use Permit to allow for the adaptive reuse of the existing structure at 209 N. A Street, also known as the former Mt. Lily Baptist Church. The project will convert the existing structure into six (6) dwelling units of affordable rental housing.

The subject property is located in the R-1A, medium-density zoning district. The purpose of the district is to provide a mixture of one and two-family dwellings. Recognizing that for the most part these zoning districts are located in older areas of the city, the zoning regulations are intended to promote infill development which is in character with the density, intensity and scale of the existing neighborhood.

The following summarizes the allowed conditional uses and the standards for approval:

Sec. 12-3-107. Conditional use Permits:

(b) Applicability

(2) Vacant public, semi-public, institutional, **church** or historically significant structures within the R-1AA, **R-1A**, R-ZL, R-2A and R-2 zoning districts. To allow for adaptive reuse of vacant public, semi-public, institutional, church or historically significant structure...

(d) *Standards for approval.* A conditional use may be approved by the city council only upon determination that the application and evidence presented clearly indicate that all of the following standards have been met:

- (1) The proposed use shall be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map or regulation adopted by the city council.
- (2) The proposed use will not adversely affect the public health, safety or welfare.
- (3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses.
- (4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.
- (5) The proposed use will not create undue traffic congestion.
- (6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

On March 8, 2022, the Planning Board voted 5:0 to recommend approval of the Conditional Use Permit.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/8/2022

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Mt. Lily Baptist Church Conditional Use Application
- 2) Planning Board Minutes March 8 2022 DRAFT
- 3) Petition to 209 N. A Street
- 4) Sec. 12-3-107. Conditional Use Permit

PRESENTATION: No



APPLICATION FOR SITE PLAN APPROVAL

Please Check Application Type and Required Fees:

Site Plan "A"		
<input checked="" type="checkbox"/>	Conditional Use	
<input type="checkbox"/>	Special Planned Development	
<input type="checkbox"/>	Major Revisions to SSD's	
<input type="checkbox"/>	Exception to the 4,000 sq. ft. maximum area for a commercial use in an R-NC district	
Site Plan "A" Fees:		
<input type="checkbox"/>	Preliminary	Fee: \$1,500.00
<input type="checkbox"/>	Final	Fee: \$1,500.00
<input type="checkbox"/>	Preliminary & Final	Fee: \$2,000.00
<input type="checkbox"/>	Review Board Rehearing/Rescheduling	Fee: \$250.00
<input type="checkbox"/>	City Council Rehearing/Rescheduling	Fee: \$750.00

Site Plan "C"		
<input type="checkbox"/>	Non-residential Parking in a Residential Zone	
Site Plan "C" Fees:		
<input type="checkbox"/>	Application	Fee: \$1,500.00
<input type="checkbox"/>	Appeal to City Council	Fee: \$250.00

Site Plan "B"		
<input type="checkbox"/>	Conservation district (CO)	
<input type="checkbox"/>	Airport district – all private, non-aviation related development in the ARZ zone and all developments except single-family in an approved subdivision in the ATZ-1 and AZT-2 zones	
<input type="checkbox"/>	Waterfront Redevelopment district (WRD)	
<input type="checkbox"/>	South Palafox Business district (SPBD)	
<input type="checkbox"/>	Interstate Corridor district (IC)	
<input type="checkbox"/>	Multi-family developments over 35' high within the R-2A district	
<input type="checkbox"/>	Buildings over 45' high in the R-2, R-NC and C-1 districts	
Site Plan "B" Fees:		
<input type="checkbox"/>	Preliminary	Fee: \$1,500.00
<input type="checkbox"/>	Final	Fee: \$1,500.00
<input type="checkbox"/>	Preliminary & Final	Fee: \$2,000.00
<input type="checkbox"/>	Review Board Rehearing/Rescheduling	Fee: \$250.00
<input type="checkbox"/>	City Council Rehearing/Rescheduling	Fee: \$750.00

APPLICATION DEADLINE IS 30 CALENDAR DAYS PRIOR TO THE PLANNING BOARD MEETING

Applicant Information:

Name: John David Ellis Date: 02/04/2022

Address: 321 N deVilliers St. Ste. 101, Pensacola, FL 32501

Phone: 8503120012 Fax: _____ Email: johndavidellisjr@gmail.com

Property Information:

Owner Name: PLVS VLTRA LLC Phone: 8505053533

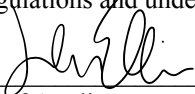
Location/Address: 209 N A St. Pensacola, FL 32502

Parcel ID: 00 - 0S - 00 - 9080 - 260 - 015 Square Feet/Acres: 8400SF/0.193 ac

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of site plan approval: To allow for the adaptive reuse of the existing structure into 6 dwelling units.

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this site plan and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning regulations and understand that I must be present on the date of the Planning Board and City Council meeting.



Signature of Applicant
(Owner of Property or Official Representative of Owner)

02/04/2022

Date

PLVS VLTRA

Conditional Use Approval - Mt. Lily

Mt. Lily aims to be a small step towards providing a private solution to the public problem of housing affordability in Pensacola. This problem is getting worse each day, so by transforming this former church into 6 units of affordable rental housing in the heart of downtown Pensacola, we can begin to improve the quality of life of area residents. We aim to make these units and our building both beautiful and affordable, with an intended goal of renting out each unit well below market rents.

For context, In 2021, median home prices in the U.S. rose by 16.9%. This was the highest increase on record and while this has done well to bolster the wealth and financial security of homeowners throughout the country, this has also put homeownership out of reach for many, and increased the cost of rentals for many more. In the city of Pensacola, the Affordable Housing Task Force identified these key findings in their report released in 2020:

- Median Renter Households make only 66% of the Area Median Income - we hope to deliver units far below this income level.
- Renters are far more likely to be cost-burdened than homeowners - our project addresses the greatest need right now.
- 70% of our housing stock is single-family detached - this project adds to the diversity of our current housing stock.

To put it in plain terms, the task force concluded that we do not have enough housing, and even worse, the housing we do have is out of reach for most.

By approving the conditional use you will:

1. Demonstrate a genuine desire to address one of the greatest threats to continued growth and vibrancy that our city faces.
2. Preserve the integrity of the community fabric by creating attainable housing for the Westside-Garden District.
3. Eliminate more than a decade of vacancy and underutilization of this building which was once a fixture of this historic neighborhood.

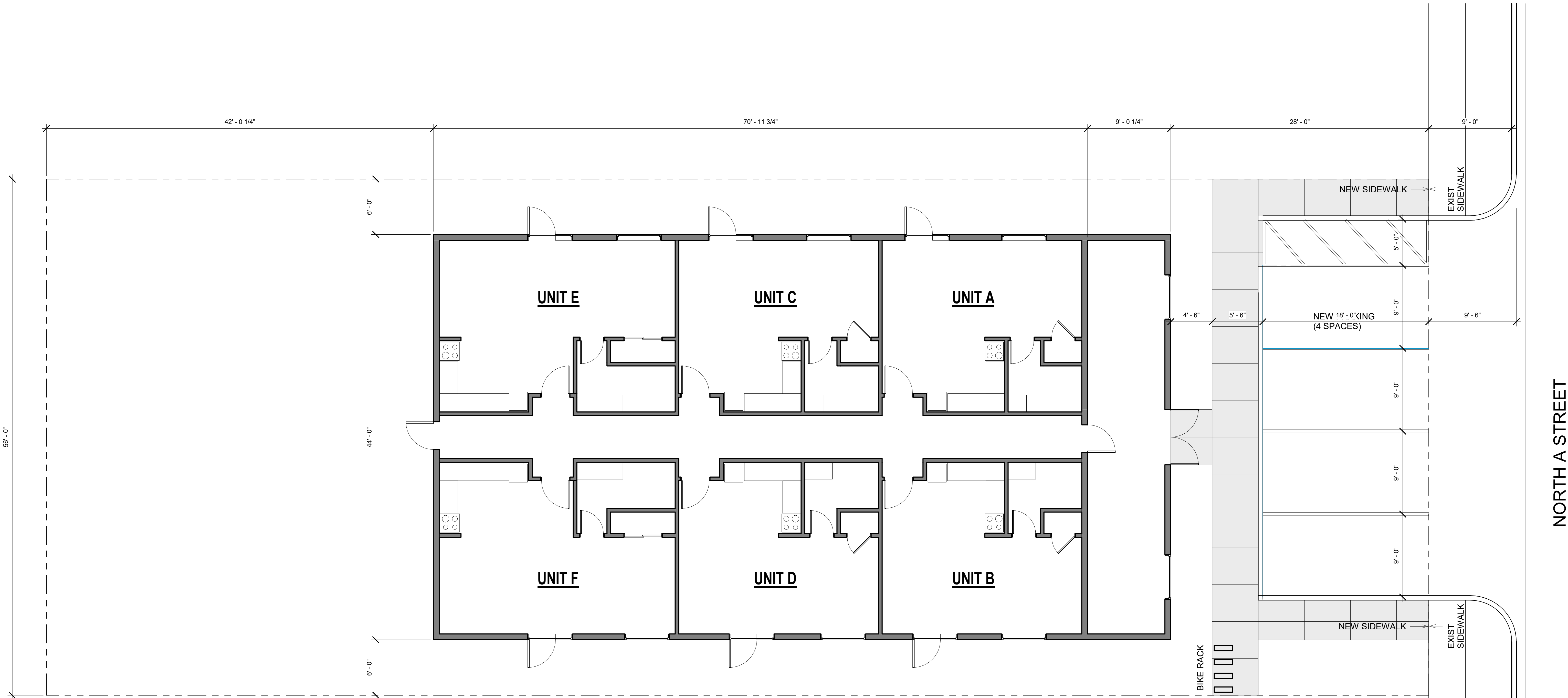
You have an opportunity before you to help us transform the lives of the working people of Pensacola by approving the conditional use being requested. We hope this is an easy decision for you to make. Thank you for your consideration, and for your contributions to the people of Pensacola.

Legal Description- 209 N A St. Pensacola, FL 32502

LTS 26 27 BLK 15 DB 542 P 337 MAXENT TRACT CA 104

Lots 26 and 27, Block 15, Maxent Tract, City of Pensacola, Escambia County, Florida, according to the map of said City, copyrighted by Thomas C Watson in 1903.

Parcel ID Number: 000S009080260015

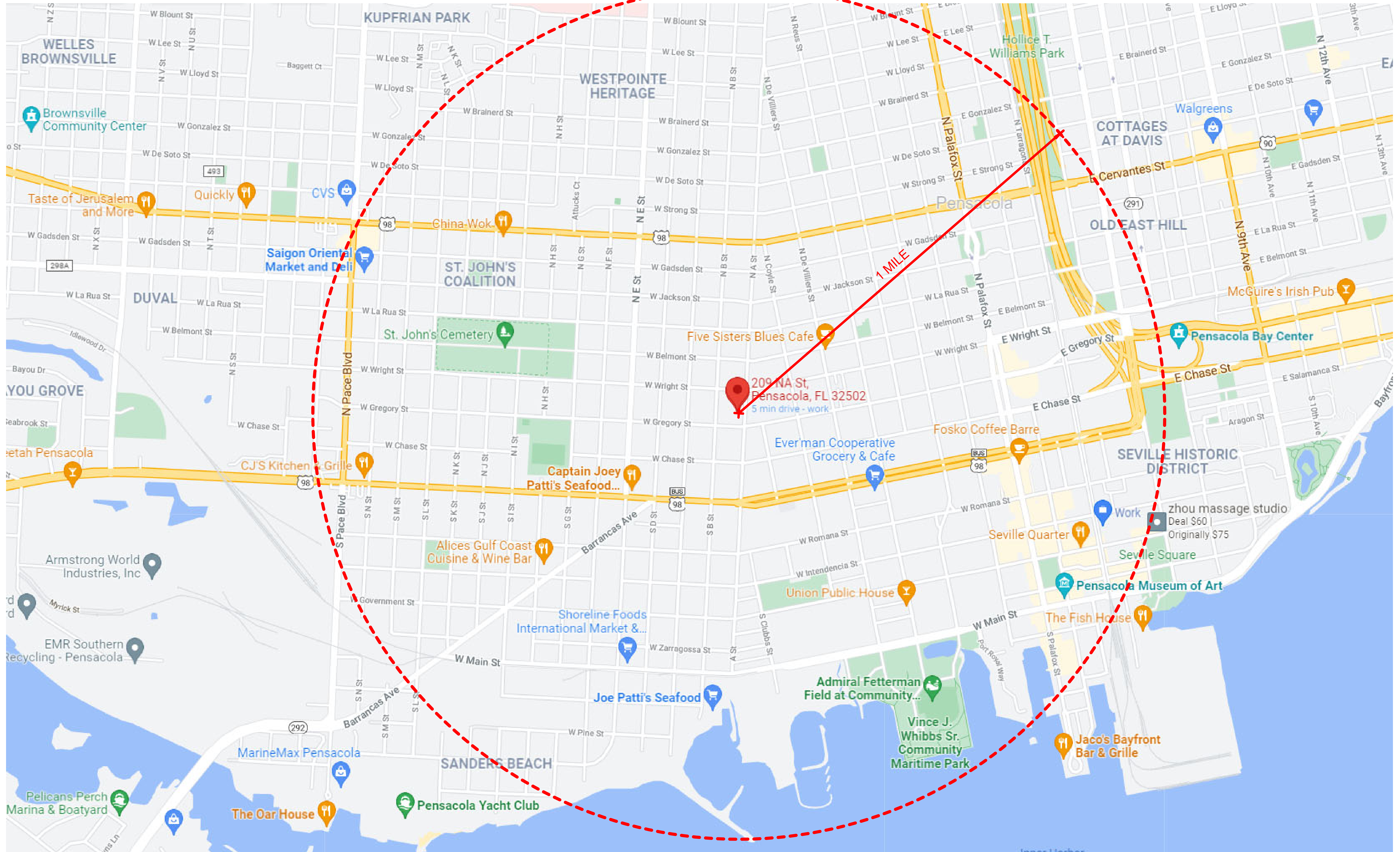


PARCEL DATA:

PARCEL AREA: 8,400 SF (0.193 ACRE)
EXISTING ZONING: R1-A
EXISTING USE: CHURCH
EXISTING BUILDING AREA: 3,502 SF
EXISTING PARKING: 2 SPACES
OVERLAYS: PENSACOLA INNER CITY CRA
WESTSIDE CRA
URBAN INFILL
URBAN DESIGN OVERLAY DISTRICT

PROPOSED ADAPTIVE RE-USE:

PROPOSED DWELLING UNITS: 6 (AVG DU SIZE = 465 SF)
DU/ACRE: 31.1 (35 MAX)
EXISTING BUILDING AREA: 3,502 SF (NO CHANGE TO EXISTING FOOTPRINT)
HEIGHT: 25 FT (NO CHANGE TO EXISTING HEIGHT, 45 FT MAX)
YARD & SPACING REQ.: ADAPTIVE RE-USE EXISTING CHURCH (NO CHANGE TO FOOTPRINT)
COMMON AREA: 3,862 SF
PARKING: 4 SPACES [6 REQ'D W/ CREDIT FOR 2 SPACES FOR BIKE RACK (1) & ADMINISTRATIVE REDUCTION (1)]
TREE COVER & VEGETATION: MINIMAL EXISTING VEGETATION TO REMAIN





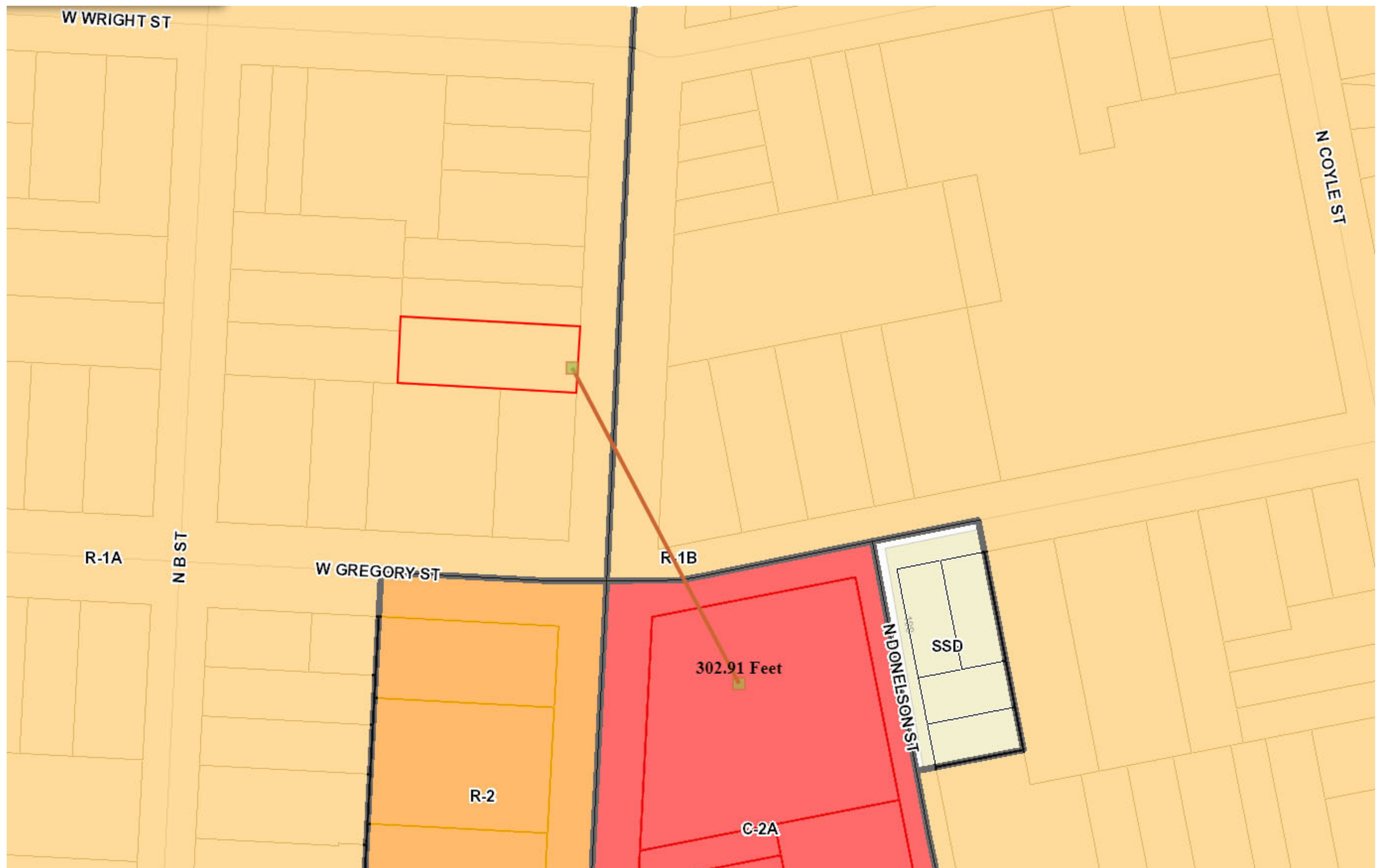
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PLAN LAYOUT

<p>SPECIAL FLOOD HAZARD AREAS</p>	<p>Without Base Flood Elevation (BFE) Zone X, 1, A55</p> <p>With BFE or Depth (Zone AE, AO, AH, VE, AR)</p> <p>Regulatory Floodway</p>
	<p>0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i></p> <p>Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i></p> <p>Area with Reduced Flood Risk due to Levee. See Notes, <i>Zone D</i></p> <p>Area with Flood Risk due to Levee <i>Zone D</i></p>
	<p>OTHER AREAS OF FLOOD HAZARD</p> <p>NO SCREEN</p> <p>Area of Minimal Flood Hazard <i>Zone X</i></p> <p>Effective LOMRIs</p> <p>Area of Undetermined Flood Hazard <i>Zone D</i></p>
<p>OTHER AREAS</p> <p>GENERAL STRUCTURES</p> <p>Channel, Culvert, or Storm Sewer</p> <p>Dike, Dike, or Floodwall</p>	<p>20.2</p> <p>17.5</p> <p>Water Surface Elevation</p> <p>Coastal Transsect</p> <p>Base Flood Elevation Line (BFE)</p> <p>Limit of Study</p> <p>Jurisdiction Boundary</p> <p>Coastal Transsect Baseline</p> <p>Profile Baseline</p> <p>Hydrographic Feature</p>
<p>OTHER FEATURES</p> <p>Digital Data Available</p> <p>No Digital Data Available</p> <p>Unmapped</p>	<p>MAP PANELS</p> <p>The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.</p>

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **2/4/2022 at 7:24 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

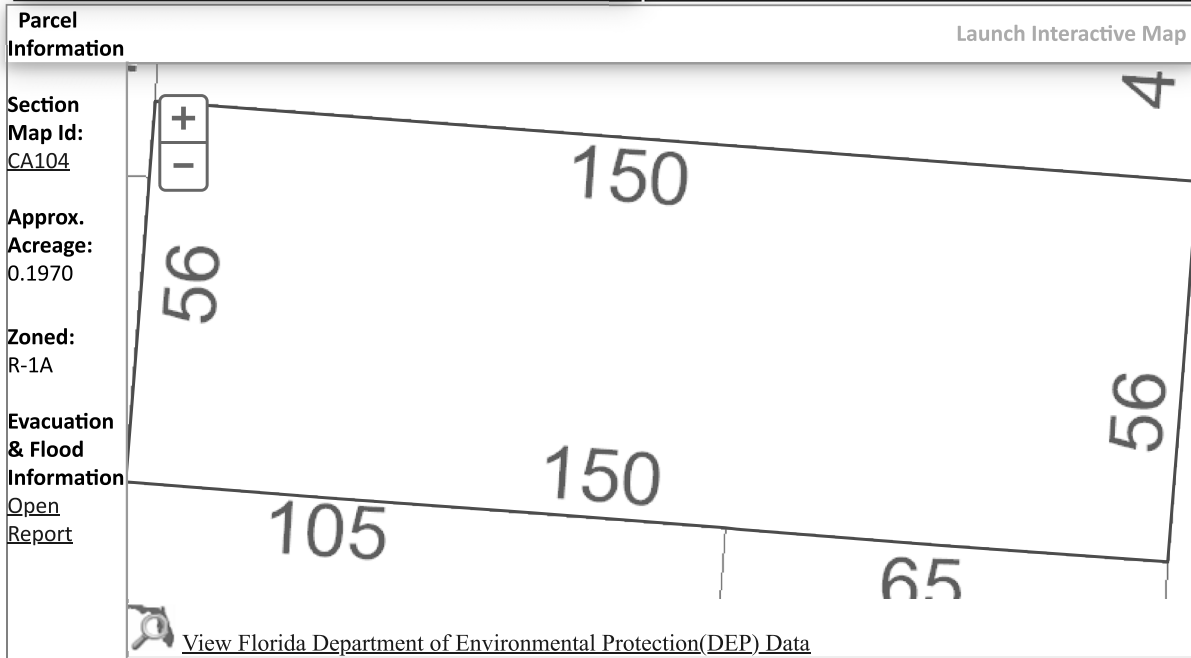
This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



[Restore Full Version](#)

General Information		Assessments				
Parcel ID:	000S009080260015	Year	Land	Imprv	Total	Cap Val
Account:	152451000	2021	\$41,940	\$92,989	\$134,929	\$134,929
Owners:	MOUNT LILLY BAPTIST OF THE CITY OF PENSACOLA FLORIDA	2020	\$41,940	\$93,177	\$135,117	\$135,117
Mail:	C/O PLVS VLTRA LLC 321 N DEVILLIERS ST STE 101 PENSACOLA, FL 32501	2019	\$41,940	\$90,244	\$132,184	\$125,081
Situs:	209 N A ST 32502	Disclaimer				
Use Code:	CHURCH	Market Value Breakdown Letter				
Taxing Authority:	PENSACOLA CITY LIMITS	Tax Estimator				
Tax Inquiry:	Open Tax Inquiry Window	File for New Homestead Exemption Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2021 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
11/12/2021	8667	355	\$55,000	WD		Legal Description	
11/12/2021	8667	354	\$100	WD		LTS 26 27 BLK 15 DB 542 P 337 MAXENT TRACT CA 104	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						None	



Buildings	
Address: 209 N A ST, Year Built: 1958, Effective Year: 1970, PA Building ID#: 26043	
<div>Structural Elements</div> <p> DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-BRICK-FACE/VENEER EXTERIOR WALL-CONCRETE BLOCK FLOOR COVER-VINYL/CORK FOUNDATION-SLAB ABOVE GRDE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-DRYWALL-PLASTER INTERIOR WALL-EXPOSED BLK/BRK NO. PLUMBING FIXTURES-6 NO. STORIES-2 ROOF COVER-COMPOSITION SHG ROOF FRAMING-GABLE STORY HEIGHT-10 STRUCTURAL FRAME-MASONRY PIL/STL </p>	<div> <div> <div>42</div> <div>9</div> <div>USF</div> <div>9</div> <div>42</div> </div> <div> <div>44</div> <div>71</div> <div>BAS</div> <div>71</div> <div>42</div> <div>9</div> <div>9</div> </div> </div>
<div>Areas - 3880 Total SF</div> <p> BASE AREA - 3502 UPPER STORY FIN - 378 </p>	

Images



2/2/2022 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County, FL - Address Search

209 N A ST




Warning: This is not a survey

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

Administrative Report

Parcel Site Address:	209 N A ST
Parcel Ref (link to Property Appraiser):	00-0S-00-9080-260-015
Tax Collector ID (link to Tax Collector):	152451000
Commission District:	3
Jurisdiction:	CITY OF PENSACOLA
Subdivision:	None
Zip Code of Site Address:	32502 (Note: Must be verified with USPS)
Water Franchise:	EMERALD COAST UTILITIES AUTHORITY
Elementary School Zone:	Global Learning Academy (Note: Must be verified with the ECSD)
Middle School Zone:	Workman (Note: Must be verified with the ECSD)
High School Zone:	Pensacola (Note: Must be verified with the ECSD)
Voting Precinct:	31
Polling Place:	Christ Church Pensacola (Note: Must be verified with the ECSOE)
Mosquito Spray Area::	14

Emergency Management Report

 Hurricane Evacuation Zone:	No
Special Flood Hazard Area:	X
DFIRM Panel:	12033C0390G
Base Flood Elevation:	Not Available
Wind Zone:	140
Fire District:	PENSACOLA - 10

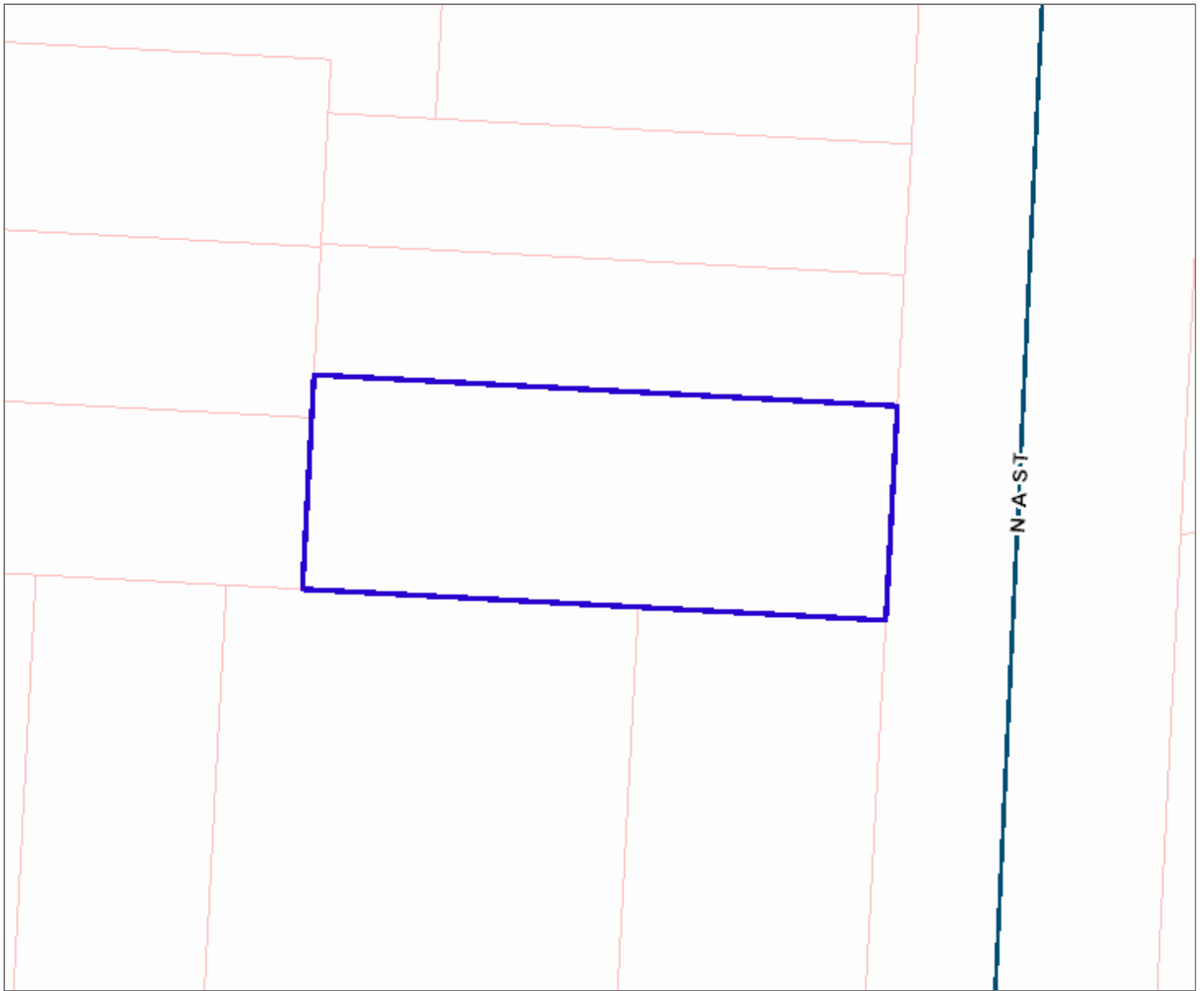
Topographical Report

Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	FOXWORTH SAND, 0 TO 3 PERCENT SLOPES
Drainage Basin:	PENSACOLA BAY
Drainage Basin Number:	VIII

Land Use Report

Land use report not available. Please check with the CITY OF PENSACOLA

Parcel Map Image





MINUTES OF THE PLANNING BOARD

March 8, 2022

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

MEMBERS ABSENT: Board Member Powell, Board Member Sampson

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

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

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

AGENDA:

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

New Business:

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

Call to Order / Quorum Present

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

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

to 0.

New Business –

178 N. Palafox Street – License to Use Application

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

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

Aesthetic Review – 636 E. Romana Street

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Ellis advised they had met with the neighbors, and their concerns were with parking and sanitation, and they would like to have a better solution than six trash receptacles and six recycling cans, but because of the site constraints, that might be their only option. Chairperson Ritz advised being in the landlord business, each tenant in the building does not get his own trash receptacle. Regarding the sidewalk, Board Member Grundhoefer

suggested they could pull in with the driveway and have two on one side and two on the other; that way you would not have 4 1/2 parking spaces since someone walking down the sidewalk would probably walk straight across in front of the cars; maybe they could minimize this. Mr. Ellis agreed with pulling it in toward the building allowing a walking path across the frontage.

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

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

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

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

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

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

Assistant CRA Manager D'Angelo pointed out the architects living in the city limits might not own the business. Chairperson Ritz gave the license requirements for an architect in Pensacola, and if the Board was looking for a residential requirement, it could be suggested. Board Member Villegas pointed out since it was specifically for the CRA, it already had its own nuances, and there should be specific things which address who serves on that board; when you live downtown, you are invested in it. Board Member Grundhoefer agreed. Chairperson Ritz suggested **"To qualify for appointment, an applicant shall be licensed as an architect by the State of Florida, licensed to**

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

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

Open Forum – None.

Discussion Section 12-6-6 Protected Trees

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

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

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

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

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

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

Respectfully Submitted,

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

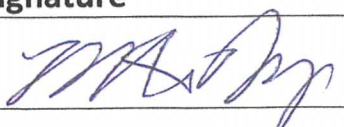
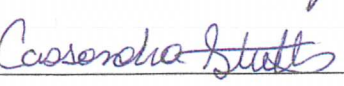
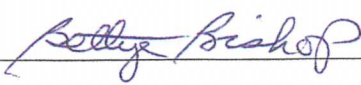
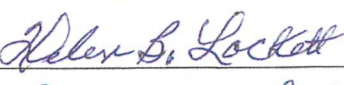
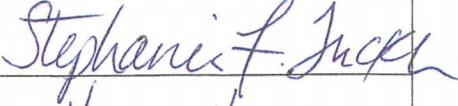
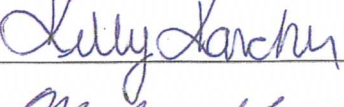
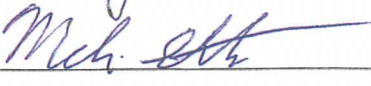
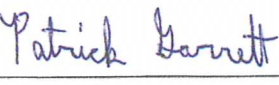
Petition to 209 N A Street Conditional Use Approval.

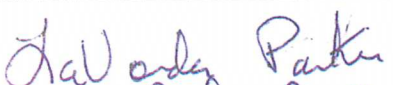
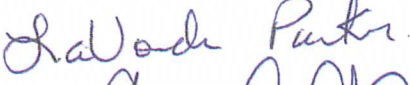
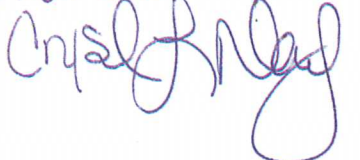

We, the undersigned, are opposed to the proposed Conditional Use Approval for the Mt. Lily Studio Project located at 209 N A St. Pensacola, FL 32502. A proposal presented by John Ellis and Jamaal Warren of PLVS VLTRA that seeks to turn a former Church into 6 Studio Apartments. We call on the Planning Board to:

1. Reject the proposed plan to convert the Church into 6 studio apartments.
2. Require that PLVS VLTRA fully consult with and seek approval of the undersigned on any future proposals.

While the undersigned have a genuine desire to preserve the integrity of the Westside Garden District, to bring life back to a property that met its demise in the wake of the Covid Pandemic, and provide affordable housing in the community, we collectively agree that the proposal is disadvantageous. Regardless of configuration, the property will not allow for adequate parking, waste removal, and will not conform with property usage of the immediate surrounding area.

Respectfully,

Name	Address	Signature
Robert Nary	219 N A ST. Pensacola, FL 32502	
Cassandra Stotts	221 NORTH "A" ST. Pensacola FL 32502	
Bettye Bishop	212 NORTH "A" ST. PENSACOLA, FL 32502	
Helen B. Lockett	212 NORTH "A" ST. PENSACOLA, FL 32502	
Stephanie Tucker	218 N 1st 32502	
Kelly Karcher	215 N A Street 32502	
Mich. Stott	221 N A Street	
Patrick Garrett	215 N A St. 32502	

 229 NA street 
 219 N A St
Pensacola FL 32502 

Sec. 12-3-107. Conditional use permit.

- (a) *Authorization and purpose.* The city council may, under the prescribed standards and procedures contained herein, authorize the construction of any use that is expressly permitted as a conditional use in a particular zoning district; however, the city reserves full authority to deny any request for a conditional use permit or to impose reasonable conditions on the use. Provisions for a conditional use permit are intended to establish a process for submitting a site plan for specific uses that require further review by the planning board and city council to assess the impacts of the proposed use on the surrounding neighborhood.
- (b) *Applicability.*
- (1) Conditional uses listed under zoning district regulations, or in this section for a specific land use type. Any proposed development or redevelopment of property within the R-1AAA, R-1AA, R-1A, R-ZL, R-2A, R-2, HR-1, HR-2, PR-1AAA, PR-2 and PC-1 zoning districts may apply for conditional uses listed under the zoning regulations for the district.
 - (2) Vacant public, semi-public, institutional, church or historically significant structures within the R-1AA, R-1A, R-ZL, R-2A and R-2 zoning districts. To allow for adaptive reuse of vacant public, semi-public, institutional, church or historically significant structure within the R-1AA, R-1A, R-ZL, R-2A and R-2 zoning districts which, by nature of its size, structural layout, site layout or other unique features, could not feasibly be redeveloped for adaptive reuse under existing zoning regulations, a conditional use permit may be granted. Redevelopment of an existing building may occur within its existing footprint or may be expanded subject to compliance with the lot coverage, intensity and height standards for the applicable zoning district. Existing buildings that exceed 45 feet may be redeveloped within the existing building envelope height; buildings that are less than 45 feet in height may not be expanded to exceed 45 feet in height. The following uses or combinations of uses shall be eligible to apply for a conditional use permit:
 - a. Any type of residential development at a maximum density of 35 units per gross acre, dormitories.
 - b. Child care facilities, nursing homes, rest homes, convalescent homes.
 - c. Studios, with no outside storage or work permitted.
 - d. Banks, office buildings.
 - e. Restaurants.
 - f. Retail food and drugstores; personal service shops; clothing and fabric stores; home furnishing stores, hardware and appliance stores; specialty shops; pastry shops; floral shops.
 - g. Fitness centers, martial arts studios.
 - h. Laundry and dry-cleaning pick-up stations.
 - (3) Mobile restaurant facilities may be permitted on private property having frontage on South Palafox Place in the area located between the southern right-of-way line of Main Street and Pensacola Bay. Mobile restaurant facilities shall only be permitted as an accessory use to an adjacent existing and operational restaurant subject to the following conditions:
 - a. Mobile restaurant units will be permanently fixed to the ground (the attachments can be removed in the event the mobile restaurant needs to be moved due to lease termination or declaration of emergency).
 - b. Storage areas and mechanical equipment shall be screened from view.
 - c. Mobile restaurant units shall be connected to the sewer system and utilize a grease trap.

-
- d. Mobile restaurant units shall have permanent restrooms provided for customers via the adjacent principal restaurant use.
 - e. Mobile restaurant development sites shall provide one customer seat per linear foot of mobile unit on site.
 - f. In addition to minimum landscaping requirements, mobile restaurant development sites shall provide both hardscape and landscape details with sufficient quality of design to create a formalized outdoor plaza environment. This shall be accomplished through the incorporation of grated tree wells for the planting of shade and canopy trees within outdoor seating areas. Outdoor seating areas shall be constructed with a minimum of 40 percent decorative architectural pavers comprising the overall seating area.
 - g. Each individual mobile restaurant unit shall have a water source located within 30 feet behind the structure.
 - h. Mobile restaurant units shall be allowed one menu attached to the facade not to exceed 16 square feet and one identifying sign not to exceed 25 square feet.
 - i. There will be a maximum of four mobile restaurant units per development site. If a mobile restaurant development site has more than one mobile restaurant unit on the parcel then all mobile restaurant units will be of a consistent design, size, and color. Mobile restaurant units and associated developments shall comply with the regulations and reflect the character of the district in which they are located. Accent features to distinguish unique culinary concepts are encouraged.
 - j. Mobile restaurant units shall not occupy more than 25 percent of the overall development site area.
 - k. Underground utilities shall be required for each mobile restaurant unit. Generators are not permitted with the exception of during the course of emergencies and power outages.
 - l. A designated screened dumpster area shall be located within 500 feet of a mobile restaurant unit.
- (c) *Requirements.* Applicants for a conditional use must submit development plans in accordance with section 12-3-120. The conditional use development plan shall meet all design standards as required by section 12-3-121 and is encouraged to meet all design guidelines established in the same section. A building permit shall not be issued for a conditional use until the city council has approved the final development plan.
- (d) *Standards for approval.* A conditional use may be approved by the city council only upon determination that the application and evidence presented clearly indicate that all of the following standards have been met:
- (1) The proposed use shall be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map or regulation adopted by the city council.
 - (2) The proposed use will not adversely affect the public health, safety or welfare.
 - (3) The proposed use shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses.
 - (4) The proposed use shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.
 - (5) The proposed use will not create undue traffic congestion.
 - (6) The proposed use shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

-
- (e) *Conditions.* The city council may prescribe appropriate conditions and restrictions upon the property benefitted by the conditional use approval as may be necessary to comply with the standards set out in subsection (d) of this section, to reduce or minimize any potentially injurious effect of such conditional use upon the property in the neighborhood, and to carry out the general purpose and intent of these regulations. Failure to comply with any such condition or restriction imposed by the city council shall constitute a violation of these regulations. Those conditional uses that the city council approves subject to conditions, shall have specified by the city council the time allotted to satisfy such conditions. In approving any conditional use, the city council may:
- (1) Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
 - (2) Establish special or more stringent buffer, yard or other open space requirements.
 - (3) Designate the size, number, location or nature of vehicle access points.
 - (4) Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
 - (5) Designate the size, height, location or materials for a fence or wall.
 - (6) Specify the period of time for which such approval is valid for the commencement of construction of the proposed conditional use. The city council may, upon written request, grant extensions to such time allotments not exceeding six months each without notice or hearing.

(Code 1986, § 12-2-78; Ord. No. 33-95, § 8, 8-10-1995; Ord. No. 6-02, §§ 1, 2, 1-24-2002; Ord. No. 05-12, § 1, 4-12-2012; Ord. No. 29-16, § 1, 10-13-2016)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00341

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

APPOINTMENT - OPIOID ABATEMENT FUNDING ADVISORY BOARD

RECOMMENDATION:

That City Council appoint one individual to the Opioid Abatement Funding Advisory Board for a term of two (2) years expiring May 1, 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts. The City of Pensacola and Escambia County deemed the opioid crisis significant enough to secure litigation counsel and individually elected to file suit against the defendants. These lawsuits were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number I:17-MD-2804.

The Attorney General for the State of Florida anticipates that settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement and has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. In order for Escambia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Escambia County and Municipalities.

The interlocal agreement provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Escambia County's abatement plan and funding considerations consistent with the abatement plan and State Memorandum of Understanding.

The Opioid Abatement Funding Advisory Board membership shall be comprised of the following members, who should have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience, appointed for two-year terms:

1. One member appointed by the Escambia County Board of County Commissioners;
2. One member appointed by the Escambia County Administrator;
3. **One member appointed by the Pensacola City Council;**
4. One member appointed by the Mayor of Pensacola;
5. One member appointed by the Opioid Task Force.

The following have been nominated:

Nominee:**Nominated by:**

Jarah Jacquay
Allyson Wade
Tommy White

Jones
Brahier
Wiggins

PRIOR ACTION:

None.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Nomination Form - Jarah Jacquay
- 2) Application of Interest - Jarah Jacquay
- 3) Curriculum Vitae (CV) - Jarah Jacquay
- 4) Nomination Form - Allyson Wade
- 5) Application of Interest - Allyson Wade
- 6) Nomination Form - Tommy White

- 7) Application of Interest - Tommy White
- 8) Ballot

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Casey Jones, do nominate Jarah Jacquay
(Nominee)
2325 Aegean Terrace, 32503 850-418-9089
(Home Address) (Phone)

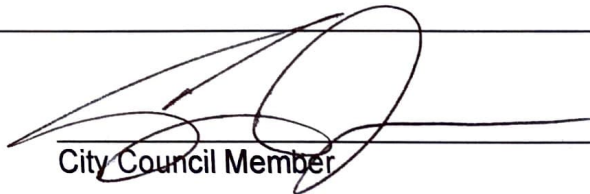
(Business Address) (Phone)
Jarah.Jacquay@gmail.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
OPIOID ABATEMENT FUNDING ADVISORY BOARD
(Two year term expiring 05/01/2024)

Provide a brief description of nominee's qualifications:

Mr. Jacquay is a Board Certified Pain Management
Nurse, with a Masters Degree in Nursing, and work
experience in Pain Management, which directly addressed
Opioid abuse.


City Council Member

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

Ericka L. Burnett, City Clerk

From: noreply@civicplus.com
Sent: Monday, March 28, 2022 9:12 AM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	Jarah Jacquay
------	---------------

Home Address	2325 Aegean Terrace Pensacola, FL 32503
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Business Address	Field not completed.
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To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	850-418-9089
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Email Address	jarah.jacquay@gmail.com
---------------	--

Upload Resume (optional)	CVJacquay_21MAR2022.pdf
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(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 3

If yes, how long have you
been a City resident? 6 Years

Do you own property
within the City limits? Yes

Are you a registered voter
in the city? Yes

Board(s) of interest: Opioid Abatement Funding Advisory Board

Please list the reasons for
your interest in this
position: I am a masters-prepared Pain Management Nurse (RN-BC)
with 13 years of experience in substance abuse, mental health,
pain management treatment and related health conditions.

Do you currently serve on
a board? Yes

If yes, which board(s)? Zoning Board of Adjustment

Do you currently hold a
public office? No

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

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

(Section Break)

Diversity

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

Gender *Field not completed.*

Race *Field not completed.*

Physically Disabled

Field not completed.

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

Jarah Jacquay, MSN, RN-BC, CNL

2325 Aegean Terrace

Pensacola, FL 32503

jarah.jacquay@gmail.com

850-418-9089

Licensure

Registered Nurse #9292708, May 2009 to Present
State of Florida

Civilian Employment

Nurse Specialist, Anesthesiology, 11 Dec 2017 to Present (4 Years, 4 Months)

Naval Hospital Pensacola, Pensacola, FL

- *Provide safe and effective perioperative nursing care to patients undergoing oral and maxillofacial and periodontal surgery.*
- *Duties include moderate sedation, leadership/education of junior enlisted service members, care coordination, and process improvement services for NBHC NAS Dental Clinic and Naval Hospital Pensacola.*
- *NBHC NASP Code Blue Officer and Member of Command Moderate Sedation Committee and Lean Six Sigma Green Belt Quality Improvement Team.*

Pain Management Nurse, 03 Jan 2017 to 08 Dec 2017 (12 Months)

Naval Hospital Pensacola, Pensacola, FL

- *Worked with an interdisciplinary team of physicians, physical therapists, psychologists, and CAM practitioners to improve the quality of life and mission readiness of active duty military personnel experiencing acute and chronic pain.*
- *Provided case, care, and disease management services, education, group psychotherapy, and moderate/procedural sedation to patients and project/program management assistance to departmental and command leadership.*
- *Cross-trained to provide staffing support to the OR, PACU, Oral/Maxillofacial Surgery, and Endoscopy Departments.*

Clinical Nurse Leader, 06 June 2016 to 26 Aug 2016 (3 Months)

Critical Care Services, Baptist Hospital, Pensacola, FL

- *Worked with staff nurses, nursing leadership, physicians, pharmacists, social workers, patients, and families to ensure that all patients admitted to Baptist Hospital's critical care areas (total of three units) received safe, compassionate, evidence-based, and cost-effective care.*

- *Partnered with Baptist Hospital's quality, infection control, and nursing education departments to reduce CLABSI, CAUTI, VAP, and HAPU rates by standardizing, disseminating, and monitoring adherence to best practices and by evaluating long-term patient outcome data.*
- *Served as a role model to critical care staff and provided support in the provision of direct patient care to medically complex patients.*

Sr. Professional Staff Nurse, 01 Oct 2014 to 03 June 2016 (21 Months)

Radiology Department, UPMC Presbyterian Hospital, Pittsburgh, PA

- *Provided attentive and professional nursing care to patients in locations that utilize x-ray, fluoroscopy, angiographic imaging, ultrasound, computed tomographic (CT), magnetic resonance imaging (MRI), and nuclear imaging technologies.*
- *Duties included pre, intra, and post-procedure patient assessment and monitoring, patient/family education, medication administration (including moderate sedation) as ordered by the radiologist, and rapid response duties for departmental patient care emergencies.*
- *Led a patient safety initiative to introduce waveform capnography as a standard of care for high-risk patients receiving moderate sedation in the MRI-suite by providing didactic instruction and hands-on skills training to radiology nursing staff.*
- *Promoted from Professional Staff Nurse to Sr. Professional Staff Nurse in January 2016*

Psychiatric Nurse, 06 Jan 2014 to 26 Sept 2014 (9 Months)

Mercy Behavioral Health Crisis Center, Pittsburgh Mercy Health System, Pittsburgh PA

- *Provided medication reconciliation and administration, psychotherapy, case and care management, first-aid, drug and alcohol detoxification, and emergency referral/triage services for clients in two inpatient psychiatric programs, a walk-in crisis center and a diversion and stabilization (DAS) unit.*
- *Chosen to attend a 24-hour Wellness Coach Training Program at Penn State University provided by Collaborative Support Programs of New Jersey and faculty in the Department of Psychiatric Rehabilitation and Counseling Professions at Rutgers University.*

Critical Care Nurse, 08 June 2009 to 29 April 2011 (23 Months)

Medical Intensive Care Unit, UF Health Shands Hospital, Gainesville, FL

- *Provided safe, individualized, and evidence-based nursing care in an American Association of Critical-Care Nurses (AACN) Beacon Award-winning 24-bed Medical Intensive Care Unit (MICU) housed in an 852-bed quaternary teaching hospital.*
- *Member of a unit-based "Stress Reduction Committee" and chosen to receive specialized training in hospice/palliative care and to serve as a unit "champion" and peer-resource on end of life issues.*

Civilian Education

Master of Science in Nursing, Clinical Nurse Leader (CNL)

University of Pittsburgh, Pittsburgh, PA

Graduated: April 2016

Bachelor of Science in Nursing

University of Florida, Gainesville, FL

Graduated: May 2009

Board Certifications and Special Skills

April 2019	Lean Six Sigma Greenbelt (LSSGB) BUMED, Department of the Navy (DON)
May 2016	Clinical Nurse Leader (CNL), Commission on Nurse Certification (CNC)
March 2016	Sigma Theta Tau Nursing Honor Society, Eta Chapter
November 2015	Pain Management Nurse, RN-BC, American Nurse Credentialing Center (ANCC)
April 2010	Pediatric Advanced Life Support (PALS), American Heart Association (AHA)
March 2010	Advanced Cardiac Life Support (ACLS), American Heart Association (AHA)
August 2007	Basic Life Support (BLS) for Healthcare Providers, American Heart Association (AHA)

Research Experience

The Pancreatic Adenocarcinoma Gene Environment Risk (PAGER) Study

- University of Pittsburgh Graduate Research Practicum, January to April 2013
- Principal Investigator: *Randall Brand, MD, Professor of Medicine, University of Pittsburgh*
- Institution: *University of Pittsburgh and Wayne Fusaro Pancreatic Cancer Research Fund*

- Responsibilities: *Data Collection and Analysis; Patient Recruitment and Follow-Up.*

Presentations

Jacquay, J.V. (2016) *CNLs and the Triple Aim*. Systemwide Quarterly Leadership Meeting, Baptist Healthcare System; Pensacola, FL

Jacquay, J.V., Pesanka, D. (2016), *Pink for Pain: A Lean-Inspired Experiment in Pain Management*. Staff Meeting. 5 West Orthopedics, University of Pittsburgh Medical Center (UPMC) Shadyside Hospital.

Jacquay, J.V., Saul, L. (2016), *My Daily Plan of Care: Staff and Patient Survey Results*, Advanced Practice Nurses' Meeting, University of Pittsburgh Medical Center (UPMC) Shadyside Hospital.

Jacquay, J.V. (2014), *Waveform Capnography for Patients Receiving Moderate Sedation in the MRI Suite*. Staff In-service. Department of Radiology, University of Pittsburgh Medical Center (UPMC) Presbyterian Hospital

Jacquay, J.V. (2014), *Arterial Blood Gas (ABG) Basics*, Progressive Care Nursing Course, Nursing Education Department, University of Pittsburgh Medical Center (UPMC) Presbyterian Hospital

Jacquay, J.V. (2014), *Radiology Safety for Nurses*. Advance Medical-Surgical Nursing Course. Nursing Education Department, University of Pittsburgh Medical Center (UPMC) Presbyterian Hospital

Jacquay, J.V. (2014), *Basic Arrhythmia Course*. New-Hire Nursing Orientation. Nursing Education Department, University of Pittsburgh Medical Center (UPMC) Presbyterian Hospital

Inoue, H., & Jacquay, J.V (2013). *Local Anesthetics and Regional Anesthesia*. Scholarly Presentation. Department of Nurse Anesthesia, School of Nursing. University of Pittsburgh.

Werner, C., Adcock, B, Balzer, D, & Jacquay, J.V. (2013). *Upper Lip Bite Test: A Useful Tool for Preoperative Airway Assessment*. Scholarly Presentation. Department of Nurse Anesthesia, School of Nursing. University of Pittsburgh.

Grost, E., Adcock, B, Balzer, D, & Jacquay, J.V. (2013). *Postoperative Shivering: Etiology,*

Prevention, and Treatment. Scholarly Presentation. Department of Nurse Anesthesia, School of Nursing. University of Pittsburgh.

Jacquay, J. V. (2012). *Craniofacial Defects: Anesthesia Implications*. Scholarly Presentation. Department of Nurse Anesthesia, School of Nursing. University of Pittsburgh.

Community Involvement

Member, Zoning Board of Adjustment, City of Pensacola (March 2022 to Present)

Volunteer, Adult Education, Cathedral of the Sacred Heart (June 2021 to Present)

Member, Districting Commission, City of Pensacola (June 2021 to January 2022)

Member, Parks and Recreation Board, City of Pensacola (May 2020 to March 2021)

Member, Steering Committee, CivicCon (August 2017 to January 2020)

Member, Bike Pensacola (May 2017 to Present)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate Allyson Wade
(Nominee)
4201 Obregon Drive (850) 292-6006
(Home Address) (Phone)
1000 W. Moreno St (850) 434-4011
(Business Address) (Phone)
ally.wade@bhcpns.org
(Email Address) City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
OPIOID ABATEMENT FUNDING ADVISORY BOARD
(Two year term expiring 05/01/2024)

Provide a brief description of nominee's qualifications:

Ally is uniquely qualified, through education, career, and life experiences to be on this board. She has a master in Public Health, has worked in the Crisis Stabilization unit at Lakewood, determining disability for Social Security, to currently working at Bapt. St. Not only does she have this experience, she also has the real world experience of her ex, a nurse, overdosing after becoming addicted through a medical procedure. She struggled through her brother's addiction until his death and has adopted a baby whose parents are opiate addicts and who was opiate positive at birth. Allyson has all the qualifications one could ask for!

Jeff McBrat
City Council Member

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

Ericka L. Burnett, City Clerk



From: noreply@civicplus.com
Sent: Thursday, March 31, 2022 10:45 AM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	Allyson Wade
------	--------------

Home Address	4201 Obregon Dr
--------------	-----------------

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

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

Preferred Contact Phone Number(s)	8502926006
-----------------------------------	------------

Email Address	miss.alcorey@gmail.com
---------------	--

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

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 1

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

Do you own property
within the City limits? Yes

Are you a registered voter
in the city? Yes

Board(s) of interest: Opioid Abatement Funding Advisory Board

Please list the reasons for
your interest in this
position: The opioid epidemic is a huge public health concern. As a
master of public health with a bachelors degree in social
sciences, I want to use my educational background to help
combat this crises. On a personal level, I have lost my brother
and my daughter's father to opioid addictions that resulted in
overdose deaths. When Struggling to find the help that they
needed, I had great difficulty accessing appropriate resources
for them. Also, my youngest child was born addicted to opiates
and suffered from neonatal abstinence syndrome. He was his
birth mother's fourth child that she gave birth to who was
addicted to opiates. I want to be a part of this Advisory Board to
advocate for funding of community resources for opiate
addiction treatment.

Do you currently serve on
a board? No

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

Do you currently hold a
public office? No

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

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

(Section Break)

Diversity

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

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

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

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

(Section Break)

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

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Delarian Wiggins, do nominate Tommy White
(Nominee)

1415 North 8th Ave 850-390-0300
(Home Address) (Phone)

(Business Address) (Phone)

tommylwj25@gmail.com
(Email Address)

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

for appointment by the City Council for the position of:

**MEMBER
OPIOID ABATEMENT FUNDING ADVISORY BOARD
(Two year term expiring 05/01/2024)**

Provide a brief description of nominee's qualifications:

Delarian Wiggins
City Council Member

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



Ericka L. Burnett, City Clerk

From: noreply@civicplus.com
Sent: Monday, April 4, 2022 3:29 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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(Section Break)

Personal Information

Name	Tommy L White
Home Address	1415 North 8th Ave
Business Address	1400 Nth Davis Hwy Pensacola, FL 32503

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

Preferred Contact Phone Number(s)	8503900300
-----------------------------------	------------

Email Address	tommylwj25@gmail.com
---------------	--

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

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? Over 22 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Opioid Abatement Funding Advisory Board

Please list the reasons for your interest in this position: Having been a person who has had family members affected by the use of opioids and have seen the devastating effect it has had in our community, it would be an honor to serve in a capacity in which we can hopefully make a difference in the lives of so many being affected by this epidemic of drug use.

Do you currently serve on a board? Yes

If yes, which board(s)? I'm on the CAC for the TPO

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race	African-American
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

Ballot – Opioid Abatement Funding Advisory Board

April 14, 2022

Two year term ending May 1, 2024

_____ Jarah Jacquay

_____ Allyson Wade

_____ Tommy White

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00296

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

REQUEST FOR LICENSE TO USE RIGHT OF WAY - 178 NORTH PALAFOX STREET

RECOMMENDATION:

That City Council approve the request for a License to Use Right of Way for improvements at 178 North Palafox Street.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Michael Carro is requesting approval for a License to Use for improvements within the Right of Way at 178 North Palafox Street. The purpose of this request is to extend an existing balcony overhang by 15' 8" to accommodate a 2nd floor residential unit.

On March 8, 2022, the Planning Board voted 5:0 to recommend approval of the request.

On February 17, 2022 the Architectural Review Board approved the aesthetic design of the project, including the balcony that is the subject of this LTU request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

3/8/2021

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Director

ATTACHMENTS:

- 1) 178 North Palafox Street License to Use Application
- 2) Planning Board Minutes March 8 2022 DRAFT
- 3) 2-17-22 ARB Minutes

PRESENTATION: No

License To Use City Right-Of-Way

Sec. 12-12-7. License to use right-of-way.

(A) Application.

- (1) An application for license to use right-of-way must be submitted to the Planning Department at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning Board.
- (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (3) No application shall be considered complete until all of the following has been submitted:
 - (a) The application shall be submitted on a form provided by the Board Secretary.
 - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 1. Accurate site plan drawn to scale;
 2. Reason for license to use request.
- (4) The applicant shall be required to pay an application fee according to the current schedule of fees established by the City Council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition.
- (5) Any party may appear in person, by agent, or by attorney.
- (6) Any application may be withdrawn prior to action of the Planning Board or City Council at the discretion of the applicant initiating the request upon written notice to the Board secretary.

(B) Planning Board review and recommendation. The community development department will distribute copies of the request for a license to use right-of-way to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the community development department. The Planning Board shall review the license to use right-of-way request and make a recommendation to the City Council.

- (1) Public Notice for license to use right-of-way.
 - (a) The community development department shall notify addresses within a three hundred-foot radius, as identified by the current Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Board meeting. The public notice shall state the date, time, and place of the Board meeting.

(C) City Council review and action. The Planning Board recommendation shall be forwarded to the City Council for review and action.

- (1) Notice and hearing. The community development department shall notify addresses within a three hundred-foot radius, as identified on the Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Council meeting. The public notice shall state the date, time, and place of the Council meeting.
- (2) Action. The City Council shall approve, approve with modifications, or deny the license to use right-of-way request. If the request is approved by City Council, a license to use agreement will be drawn, at which time the license becomes effective upon execution by the applicant and the City and payment by the applicant of any required fee.

Additional Information Required for Corporations and LLCs: If approved, this information will be used as part of the legal agreement. Must be licensed to do business within the State of Florida.

Corporation:

Full legal name of the Corporation: _____

Official Corporate Address: _____

President or Vice-President: _____

Name & Title – _____

Corporate Secretary: Name – _____

Limited Liability Company (LLC):

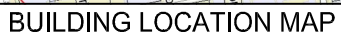
Full legal name of company: _____

Official Address: _____

Managing Member or member: _____

Name & Title – _____

Planning Services
222 W. Main Street * Pensacola, Florida 32502
(850) 435-1670
Mail to: P.O. Box 12910 * Pensacola, Florida 32521



SMP Architecture, P.A.
40 S. PALAFOX STREET • SUITE 202
PENSACOLA, FLORIDA 32502 | P 850.432.7772
www.smp-arch.com • AAC001828

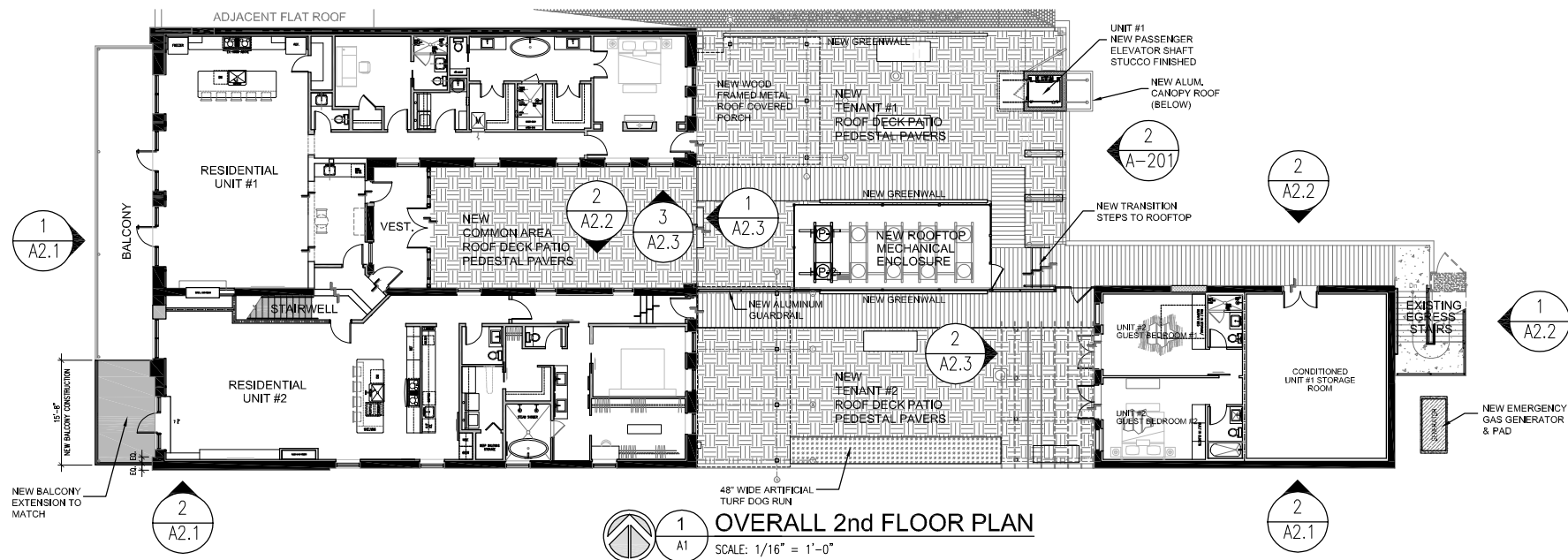
RENOVATION TO:

180 N. Palaxox St.
Pensacola, FL

EXISTING BUILDING PHOTOS

G1

FEBRUARY 2022



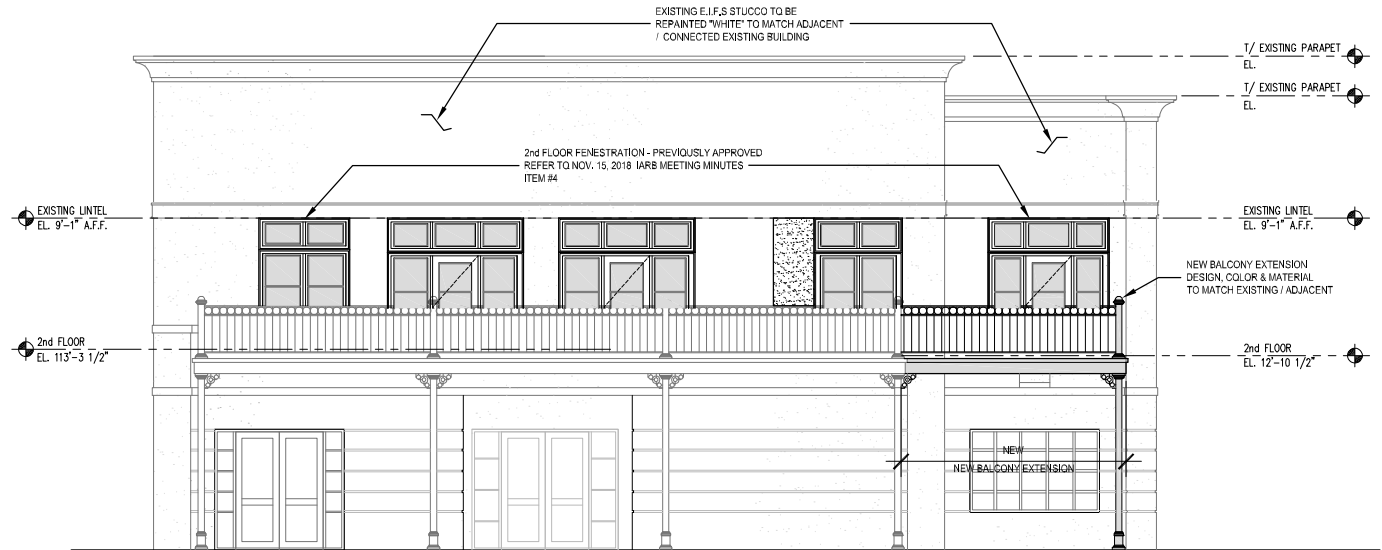
SMP Architecture, P.A.
 40 S. PALAFOX STREET • SUITE 202
 PENSACOLA, FLORIDA 32502 | P 850.432.7772
 www.smp-arch.com • AAC001828

RENOVATION TO:
180 N. Palaxox St.
 Pensacola, FL

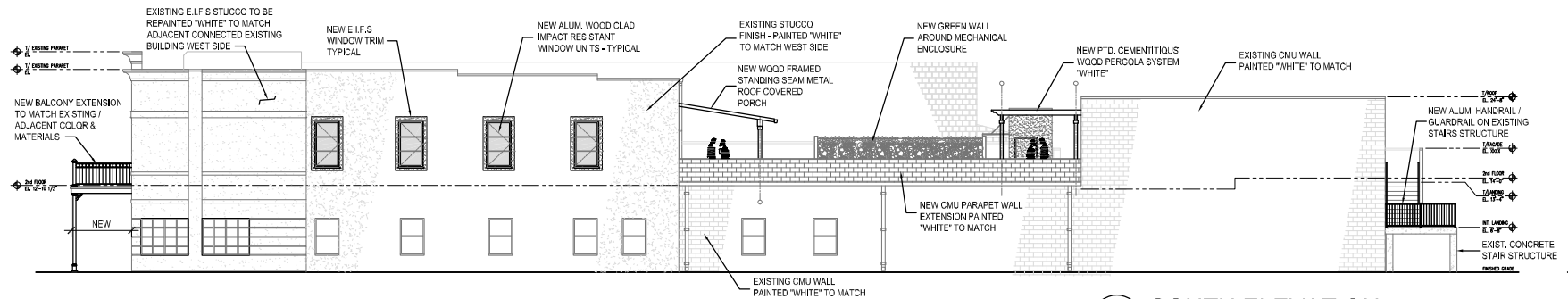
UNIT #1 / UNIT #2
 OVERALL FLOOR PLAN

A1.1

FEBRUARY 2022



1 WEST ELEVATION (FRONT)
A2.1 SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION
A2.1 SCALE: 1/16" = 1'-0"



SMP Architecture, P.A.
40 S. PALAFOX STREET • SUITE 202
PENSACOLA, FLORIDA 32502 • P 850.432.7772
www.smp-arch.com • AAC001828

RENOVATION TO:

180 N. Palaxox St.
Pensacola, FL

EXTERIOR ELEVATIONS

A2.1

FEBRUARY 2022



MINUTES OF THE PLANNING BOARD

March 8, 2022

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

MEMBERS ABSENT: Board Member Powell, Board Member Sampson

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

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

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

AGENDA:

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

New Business:

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

Call to Order / Quorum Present

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

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

to 0.

New Business –

178 N. Palafox Street – License to Use Application

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

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

Aesthetic Review – 636 E. Romana Street

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Ellis advised they had met with the neighbors, and their concerns were with parking and sanitation, and they would like to have a better solution than six trash receptacles and six recycling cans, but because of the site constraints, that might be their only option. Chairperson Ritz advised being in the landlord business, each tenant in the building does not get his own trash receptacle. Regarding the sidewalk, Board Member Grundhoefer

suggested they could pull in with the driveway and have two on one side and two on the other; that way you would not have 4 1/2 parking spaces since someone walking down the sidewalk would probably walk straight across in front of the cars; maybe they could minimize this. Mr. Ellis agreed with pulling it in toward the building allowing a walking path across the frontage.

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

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

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

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

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

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

Assistant CRA Manager D'Angelo pointed out the architects living in the city limits might not own the business. Chairperson Ritz gave the license requirements for an architect in Pensacola, and if the Board was looking for a residential requirement, it could be suggested. Board Member Villegas pointed out since it was specifically for the CRA, it already had its own nuances, and there should be specific things which address who serves on that board; when you live downtown, you are invested in it. Board Member Grundhoefer agreed. Chairperson Ritz suggested **"To qualify for appointment, an applicant shall be licensed as an architect by the State of Florida, licensed to**

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

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

Open Forum – None.

Discussion Section 12-6-6 Protected Trees

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

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

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

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

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

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

Respectfully Submitted,

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



MINUTES OF THE ARCHITECTURAL REVIEW BOARD

February 17, 2022

MEMBERS PRESENT: Chairperson Salter, Vice Chairperson Mead, Board Member Courtney, Board Member Fogarty, Board Member McCorvey, Board Member Ramos, Board Member Yee

MEMBERS ABSENT: None.

STAFF PRESENT: Historic Preservation Planner Harding, Senior Planner Statler, Advisor Pristera, Assistant City Attorney Lindsay, Help Desk Technician Russo

STAFF VIRTUAL: Urban Design Specialist Gray

OTHERS PRESENT: Brandy Strahan, Bill Winter, Christi Colabianchi, Michael Carrow, Jody Wells, Lalla T. Pierce, Walter Pierce, Michelle MacNeil, Dan Girardin, Tim Richardson (virtual)

CALL TO ORDER / QUORUM PRESENT

Chairperson Salter called the meeting to order at 2:00 p.m. with a quorum present.

APPROVAL OF MINUTES

Chairperson Salter proposed a correction to the January 20, 2022 ARB minutes on 117 W. Wright Street to read "Chairperson Salter stated the proposed addition to the house was consistent with the style, but recommended when the project returned, to not "use" a wood clad window." Board Member Mead made a motion to adopt the proposed change, seconded by Board Member Ramos, and it carried 6 to 0. Board Member Mead made a motion to approve the January 20, 2022 minutes, seconded by Board Member Ramos, and it carried 6 to 0.

Historic Preservation Planner Harding advised staff requested the Board to review a possible scrivener's error in the recorded and approved December 16, 2021 minutes. The proposed correction was to change the word "quarter" to "corridor" on page 4 for 43 S. Palafox Place. Revised minutes were furnished to the Board. Board Member Mead advised this was an adequate description of what he had stated. Board Member Mead made a motion to adopt the change, seconded by Board Member Fogarty, and it carried to 6 to 0.

OPEN FORUM - None

(Board Member Yee arrived for the meeting.)

NEW BUSINESS

Item 3 **1390 N. Spring Street** **NHPD**
Contributing Structure **PR-1AAA**

Action taken: Approved.

Jason Strahan is requesting approval to install a new 14' x 30' in-ground pool which will be completely hidden from view behind a privacy fence. The new pool will be at ground level, and will be surrounded with new granite paver decking, granite coping, and with "Key West Marina" tile and white plaster with blue quartz.

North Hill had no opposition to the request, and there were no other speakers on this item.

Board Member Mead made a motion for approval, seconded by Board Member Fogarty, and it carried unanimously.

Item 4 **314 E. Intendencia Street** **PHD**
Contributing Structure **HR-2**

Action taken: Approved.

Donna Fite is seeking approval to add decorative shutters to a contributing structure. The proposed shutters will be mahogany, and the hardware will be powder coated stainless steel. All shutters will be stained to match the front entry door.

Mr. Wells presented to the Board. Board Member Courtney asked if the shutters were inset, and Mr. Wells advised the windows would not allow that. It was an old house and windows were almost flush. They would be very close to flush. There will be an "L" hinge on the shutter and an offset panel on the wall. In the open position, they will probably be about $\frac{3}{4}$ " off the wall with "S" hooks and clips on the backside. They will be 100% functional shutters, and everything will be mounted on the trim.

Board Member Ramos made a motion to approve, seconded by Board Member Courtney, and it carried unanimously.

Item 5 **428 Bayfront Parkway** **PHD**
Contributing Structure **HC-1**

Action taken: Approved with Comments.

Mr. and Mrs. Pierce are requesting approval to replace windows on the west and east side of a contributing structure. The existing windows are irreparable, inoperable, and not original to the home. The proposed unit is an Anderson 400 Series 6/6 double-hung white wood-clad window.

Board Member Courtney indicated it was exciting to see this building saved and renovated since it was a very unique property which told a story of our past. She explained it was always a good idea to save the windows when rebuilding. Ms. Pierce indicated Oakleigh Custom Woodworks, their restoration company, had not been able to evaluate the property, but regardless of the final outcome, the front door would be custom built to match the time period, and the front window would definitely be rebuilt. She pointed out work was at a standstill while they figured out the window situation with Oakleigh Custom Woodworks in their evaluation. Advisor Pristera stated he had not looked at the windows up close and suggested maybe their firm could determine if they were original or not; the wood windows were more in keeping with the original and probably old enough to match what was there before. He stated the front window was definitely original, and the side windows get replaced over time, but if they had been replaced, they were solid wood. He pointed out it was cost effective to rebuild the wood windows, but what really drives it is if someone has worked on them before because the pieces and parts of them can be rebuilt. He asked if the windows were fire rated, and staff advised the building official stated that was not a requirement.

Advisor Pristera encouraged them to ask their restoration professional for other ideas for hurricane protection. Ms. Pierce explained they wanted to make sure the front window was preserved and looked as it should.

Board Member Ramos asked if their intent was to replace the existing windows with new windows, and Ms. Pierce indicated when they originally put the packet together, that was the intent since they had not found anyone to feasibly restore the windows. After the packet was submitted, they became aware of Hastings Reed. They were asking for 1) approval of a project where Hastings Reed restores the windows within 6 weeks or less, or 2) that they install the Andersen windows they have since the rebuilding would take longer and they would have to switch them out, or 3) if they find out it would either be too costly or too timely and the final product would not be structurally good, the Andersen windows would be installed. Board Member Ramos asked if those windows were the 400 series, and Ms. Pierce advised they found 6 Andersen windows with divided lites, and they chose them since they were Andersen's answer to historical renovations. Staff confirmed the Andersen 400 series had been approved in this area. Ms. Pierce advised they were rebuilding and keeping the front window since there would be protection from the porch, and Mr. Pierce noted they had found a hurricane-rated window glass for that front window.

Board Member Ramos asked if the Board was allowed to approve the options or would an abbreviated review be required to approve the wood-clad windows, and staff advised that would not be necessary if the Board deemed the steps were acceptable, and a board-for-board repair did not require ARB approval but would be reviewed through staff; the Board's determination could be approved with an abbreviated review for updates. Chairperson Salter asked if they had determined that the exterior applied mullion was available and could be installed on the windows, and Ms. Pierce advised if Mr. Reed determined they could not rebuild the windows, they would need to order and test the applications, and she felt that was highly possible. For reference, standard replacement windows for their house in Cantonment took 10 months to received even when paid in full, which was their concern with this project.

Board Member Yee made a motion to approve the application with the steps outlined by the homeowner and notifying Advisor Pristera and Historic Preservation Planner Harding of the intended plan once they determined the feasibility of restoring the originals. Chairperson Salter proposed an amendment that should the project result in the permanent installation of the windows, it was only acceptable if an applied mullion on the exterior was available and installed; the amendment was accepted. Board Member Ramos clarified that this would not apply to the storm window on the front which would return for an abbreviated review, and it was determined the front window was not included in the packet and would be reviewed internally. Ms. Pierce explained the 6/6 application would be muntins and not mullions. **Board Member Ramos then seconded the motion, and it carried unanimously.**

Item 6

624 E. Government Street

PHD

Noncontributing Structure

HC-1/Wood Cottages

Action taken: Approved with Comments.

Kelly Greene is requesting approval to replace all existing wood windows (21) with vinyl windows at a noncontributing structure. The replacement windows will be 1/1 single hung to match the existing style and will be PGT vinyl.

Staff explained since this structure was noncontributing, the standards were less restrictive. Historic Preservation Planner Harding stated he did not think this structure was designed to match the historic structure, and it was located in its own subdivision.

Ms. Colabianchi addressed the Board and advised the existing wood windows were beyond repair. They were dealing with termite damage, wood rot, and hurricane damage. Their intent for

renovation was to remove all siding and soffit fascia material and evaluate the building. She believed the home was constructed in 2001, and the majority of windows were rotted and caused damage to the framing of the window jams. Also 20% to 30% of the exterior framing would need repair or replacement; the Hardie lap siding would also be replaced. The quote was for a vinyl impact-rated window with no grids, but now they had a wood window with no grids. She stated the intent was not to change the look of the home. Staff advised if they were intending to go with like-to-like material, it would be a board-for-board which would be addressed during the permitting process. Board Member Ramos indicated they were replacing the wood windows with the PGT 5500 series and asked about the transom windows above the existing windows. Ms. Colabianchi advised they would be replaced with the PGT 5520 same brand window and same size. Staff explained if the Board wanted to approve the board-for-board work for the siding at this meeting, that would be acceptable.

Board Member Fogarty asked about the color of the frame, and Ms. Colabianchi explained the houses in that subdivision had black frames, but they intended to return to white PGT window. Board Member Ramos asked if the Board was approving the board-for-board siding replacement, would there be a color change on the siding. Ms. Colabianchi indicated they had not gone that far in the process but would bring that change back for approval; staff explained this would be considered in the abbreviated review process.

Board Member Fogarty made a motion to approve as submitted with the PGT white framed clear glass and the same style window and color for the transoms as well as approval for the board-for-board siding replacement; the motion was seconded by Board Member Courtney and carried unanimously.

Item 7

312 E. Intendencia Street

PHD

Variance

HC-1/Wood Cottages

Action taken: Approved.

Bill and Kathy Winter are requesting a variance to the side yard setback requirements in Sec. 12-3-10(1)h, Figure 12-3.1 and to the rear yard coverage requirements in Sec. 12-3-55(4). The variance requests are:

- 1) To increase the maximum allowable rear yard coverage from 25% (200 sf) to 37.5% (300 sf); and
- 2) To reduce the required west side yard setback from 5' to 3.1' (a reduction of 1' 11").

The variance request was to accommodate a future garage which will provide the property owners off-street parking in the historic commercial district.

A similar application under a separate project, but for this property, was granted in May 2018. That approved request was to increase the rear yard coverage from 25% (200 sf) to 36.25% (290 sf) for a detached garage. The 2018 approval also allowed the proposed accessory structure to be located 3' from the west property line although a minimum of 5' was required (a reduction of 2').

Staff explained conceptual review for what will be constructed would return to the Board. The Quasi-Judicial procedure was explained to the Board. Assistant City Attorney Lindsay advised what the Board was asked to decide was whether the application met the standards which set forth the variance criteria, and the decision would be based upon what was presented today and not on anything which had occurred outside of this setting.

Board Member Mead asked for the grounds on which the previous variance was granted in 2018. Historic Preservation Planner Harding explained that variance was not acted upon, and the minutes were sparse in indicating why it was approved. It was determined the lot was relatively narrow, and the buildable area in the rear yard was fairly small, and other accessory structures were in the relative location where the 2018 applicant wanted to place theirs. Board Member

Mead wanted to know how this application differed from the 2018 variance in regard to the minimum question in the prior grant. Staff advised the allowance by right would be no more than 25% of rear yard coverage; the 2018 variance was approved to occupy 36.25%, and this variance requested 37.5%. Also, the 2018 variance was approved to be located 3' away from the west property line; this variance was requesting 3.1' and if the any part of the accessory structure encroaches into the buildable area, the accessory structure must meet the building setbacks of the principal structure. Staff advised the 2018 request was for a different project and different applicant which required that it come before the Board. Board Member Mead explained in discussions with planning staff in other jurisdictions, the position was that a variance once granted, attached to the property. He wanted to know what was already decided and what the Board had to address in light of that. Staff explained the Board must address everything again since in our Code of Ordinances, variances were not attached to the land. Board Member Mead understood that if a development plan were approved and the property transferred, the variance attached to the development plan. It was determined this was a different development plan; Assistant City Attorney Lindsay agreed. Staff explained the 2018 development plan never progressed past this Board.

Board Member Mead asked for the necessity for the rear versus what was addressed before. Staff indicated the rear yard setback was larger, and based on discussions with the applicant, the variance was specifically for off-street parking. The property catty-corner to this had no parking so the patrons and construction workers parked on Intendencia Street, leaving no off-site parking spaces for this future development. Board Member Mead asked if there was a de minimis rule applicable in terms of differences between the variance once granted and a variance that comes to the Board on the same property. Staff was not aware of a de minimis rule but in his understanding of how the Board had treated past variances granted in the past, the Board had used that as justification to approve. It was the opinion of staff that there was not a major difference in what the last applicant was approved for.

Board Member Yee asked if the garage was 1' wider than the previous approved version, and Ms. Winder stated it was 1' wider and 2' shorter. Mr. Winter indicated there was commercial parking on the north and west sides and an approximately 7' privacy fence. Staff explained the plans indicated a 5" façade that would allow for brick when the project returned for conceptual review. Board Member Ramos clarified that the variance approval would be based on current information without prior decisions, and the variance previously approved did not apply to this applicant and wanted to know why the Board was considering the previous information. Assistant City Attorney Lindsay explained her information did not preclude the Board from looking at the prior variance since it was part of the package and part of the record; the record is of something relevant from the past, so the Board was allowed to consider that prior variance. She explained it was not desirable for the Board to make a decision based on something such as an ex parte conversation outside this room, and if that was relevant to the Board's decision, it would have to be disclosed in this meeting. Also, the adjacent properties and how that impacts how the Board looks at the variance criteria are relevant, but it would not be appropriate for the neighborhood to come and say what they wanted the Board to do and for the Board to decide based on popular opinion.

Board Member Mead moved that based upon the record of the prior decision and the facts submitted in that regard as regards the findings that justified a variance at that time, should be adopted for purposes of this decision because the project here is on the same property, it is sufficiently and substantially similar in scope and dimension, and the differences are de minimis and our findings should reflect that and therefore should be

granted on the same terms as the prior decision under those findings. The motion was seconded by Board Member Ramos and carried unanimously.

Item 8

1015 N. Reus Street

**NHPD
PR-1AAA**

Contributing-Conceptual

Action taken: Conceptual Approval with Comments.

Michelle MacNeil is requesting conceptual approval for renovations and additions at a contributing structure, and for a two-story accessory building with a garage on the ground floor and living space on the second. North Hill had no objections to this request for conceptual approval. They also wanted to commend the homeowners and architect for their attention to historic details, for their use of authentic clay roof tiles, and for working their addition to preserve the existing heritage oak tree.

Ms. MacNeil presented to the Board. Chairperson Salter indicated it looked like an addition, but it brought back some original elements which had been lost in previous renovations. He asked if the intent was to paint the existing brick house, and Ms. MacNeil advised the owners wanted to paint it or use a limewash, and it would be hard to match the brick. She pointed out the brick had also sustained water damage. They were planning to use stucco on the second story and the perimeter of the building if the Board was agreeable. They were likewise trying to make everything as narrow as possible to save the heritage tree. Chairperson Salter explained his only recommendation going forward was to try and find a brick similar to the existing since he was not in favor of painting brick on historic structures because he believed they were a part of the architectural character of the structure. It appeared that the existing two-story element was stucco and original to the house as well. He did believe there were bricks similar to the existing, and a slight variation would also be appropriate because of where they were adding the brick. He pointed out they would have to restore the brick before painting it anyway and recommended avoiding painting and all costs.

Advisor Pristera stated he had looked at the house, and the biggest hole was at the front gable. He wondered if in the back addition, how much of the original brick walls were being removed and could they salvage some of that brick to patch the gable end and perform other repairs without adding another brick to it. Ms. MacNeil stated in the rear façade, one half of it was brick, so that amount would be available to use for the top of the gables where they needed a match. She indicated they would do their best to see if something else was available. She also explained the windows and doors on the exterior where they proposed wood clad windows; they were adding windows and replacing some aluminum windows which were added later. They wondered if the outbuilding at the rear could have vinyl windows with simulated divided lites and if the exterior doors could be fiberglass with simulated divided lites on the outbuilding and existing building since the front door was not original and the side door was an aluminum sliding glass door – could they be fiberglass or something else. Chairperson Salter explained on the renovation of historic structures, a clad wood replacement window had been allowed in the past, and he believed fiberglass doors had also been allowed; as far as the freestanding structure in the rear, it would technically be considered new construction, and vinyl had been allowed in this district, and staff agreed.

Board Member Mead indicated he had toured the site, and he lives two houses away. He agreed this was a good job at trying to adapt what they've already got in the modifications to the original style. The parapets were ruined with the large gable, but they had rescued the stylistic elements effectively. He also preferred not affecting the brick, but the damage to the overall façade was pretty significant. If there was to be any coating to the brick, he preferred it be a limewash with a product that could leave as much as possible the surface of the brick as opposed to a paint which

would wipe out most of that detail.

Mr. Richardson, the owner, indicated Ms. MacNeil had done a great job in representing the owners and creating a vision for the house, and he appreciated the Board's consideration. Board Member Ramos agreed with the comment on the brick but thought for a Mediterranean Revival, the limewash would be appropriate as well, and he could go either way. Staff reminded the Board this was a conceptual approval, and the final product would return to the Board.

Advisor Pristera asked if they had consulted a mason regarding the bricks and how involved the repairs would be without using a coating, and Ms. MacNeil advised their contractor felt this was the easiest course with the amount of damage, but they would explore other possibilities. Mr. Pristera encouraged salvaging the brick and having someone look at the structure to see what could be done to perform the repairs correctly so they wouldn't look out of place. Board Member Mead explained having seen the structure and the interior structural issues, the old parapet walls had significant water intrusion problems probably because of deteriorated flashing or failed roof surfacing. As a result, the southeast corner on both walls was heavily infested with termites, saved only by the fact they had heart pine and had only gotten for the most part into the surface of the studs and not into the heart of them. There was some sagging of foundational girders or structures which contributed to a lot of cracking in the brick on those facades. There was also an area in the north façade interior where a lot of the water probably ponded and may have intruded into the structure; there was an area in the bathroom where there were penetrations in the roof which may have contributed to some partial collapse of those piers or underlying girding which also contributed to some cracking in the brick façade in that area as well. All of that was being repaired, but the damage to the façade from some of the structural portions was significant. Board Member Courtney agreed with reassessing once all of those areas were repaired and cleaned, and explained you honor the original judgement by saving it.

Board Member Mead made a motion for conceptual approval with requests that a report be provided in the final submission to address that both the quantity and extent of the brick damage and the availability of the material both in terms of salvage and reuse in the structure as well as any substitute material that may be used to make or not, or the unavailability of it if that's the case, before a determination is made to coat the existing brick, preferentially with limewash. For final review, the Board wants to see something to substantiate those concerns. The motion was seconded by Board Member Ramos and carried unanimously.

Item 9

180 N. Palafox Street

PHBD

Contributing

C2-A

Action taken: Approved with Comments.

Michael Carro is seeking approval for exterior modifications to the rear and sides of a contributing structure. The proposed changes being presented are in tandem to interior renovations which will convert the second floor into residential living quarters. Changes to the front, including the balcony extension, new windows and doors, and paint to match the adjacent building were approved in May and November 2018 and are not part of this review. This review includes all changes to the sides and rear of the building and to the second-floor exterior. These include (but are not limited to) the addition of metal-clad wood windows and doors, a new standing seam metal roof system, new guardrails and green wall screening, and a white stucco finish to match the existing.

Mr. Carro and Mr. Girardin presented to the Board. Board Member Fogarty disclosed that her employer had been involved with SMP Architects and the owner to consult on interior work, and she had worked on interior design. She did not feel there was a conflict of interest, and staff confirmed there was no conflict of interest.

Chairperson Salter explained the package stated the main west elevation along Palafox was not changing based on the previous approval, but he noticed a discrepancy and wanted to make sure or verify if part of this package was to include the change or if the change was not intentional. On the right side of the west elevation, the original proposed an approved elevation which indicated that the second-floor door and frame centered on the lower section of window – the only symmetrical portion of the building and was a much smaller window that was centered on the lower bank of windows. On the original approved elevation, that door opening was the same width as the window below; he wondered if the intent was to center the second-floor window and door on the ground-floor window or if the intent was to off-center it intentionally. Mr. Girardin explained the door could be moved slightly to be centered above that window opening. The previous plans were not to scale, but the current drawings were based on his measurements. Chairperson Salter explained if the door were centered on the opening, it would meet the intent of the original approval; if that was acceptable in the design, no more discussion would be needed, however, if they wanted to shift it, then it would be made a part of the discussion. He also indicated the east elevations on the rear noted the area between the first and second floor, the parapet guardrail, was noted as an existing EFIS (a metal panel). Mr. Girardin explained it would be a change in a metal panel to a new EFIS. It was also determined the new elevator would exist within the existing recess where the door openings were, and the canopy was the only element sticking out. Chairperson Salter stated this would be a nice addition to the building and had no concerns with it.

Board Member Ramos questioned the existing use, and Mr. Carrow indicated there would be offices on the first floor, but the second floor had been vacant for a long time. Board Member Ramos advised it was huge improvement to the front and rear facades. Staff advised this project would be going before the Planning Board in March for a License to Use for a balcony extension.

Board Member Yee made a motion to approve as submitted with the change to the fenestration to be realigned to the window below, and the applicant was agreeable. The motion was seconded by Board Member Courtney and carried unanimously.

ADJOURNMENT – With no further business, the meeting adjourned at 3:31 p.m.

Respectfully Submitted,

Historic Preservation Planner Harding
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00360

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

VETERANS MEMORIAL PARK FOUNDATION REQUEST FOR EXTENSION OF THE TEMPORARY RESTROOMS LOCATED AT ADMIRAL MASON PARK

RECOMMENDATION:

That City Council approve an extension permitting the temporary restrooms at Admiral Mason Park to remain for a period not to exceed one (1) year. Further, that the restrooms be open to the public.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 25, 2021, at the request of the Veterans Memorial Park Foundation, City Council approved the placement of portable restrooms at Admiral Mason Park for a period of one (1) year, with the caveat that the restrooms be open to the public.

At the time, it was anticipated that permanent restrooms would be built within that year's timeframe. However, that has not taken place. Currently, there are potential funding opportunities for the construction of restrooms within the park area awaiting the Governor's signature.

The Veterans Memorial Park Foundation is requesting an extension of time to allow for the restrooms to remain until a permanent facility is constructed and that this extension not exceed one (1) year without prior approval from the City Council.

Please note: Due to certain circumstances, the restroom has not been open to the public but for those times when there is a special event.

PRIOR ACTION:

March 25, 2021 - City Council approved the temporary placement of portable restrooms at Admiral Mason Park and required them to be open to the public.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Picture of sign in front of the restrooms
- 2) Sequence of Significant Events 20220310 (supplied by Veterans Memorial Foundation)
- 3) Veterans Memorial Park Permanent Facilities-2022-04-01 (supplied by Veterans Memorial Foundation)

PRESENTATION: No

M & O OF PENSACOLA, INC.
DAN CLARK CONCRETE - RENOVATIONS, LLC
LARRY DOWNS JR., PLUMBING, LLC
WARRINGTON UTILITY & EXCAVATING, INC.
TACEY PADEN, PROFESSIONAL PHOTOGRAPHER
GATOR BORING & TRENCHING, INC.

NOTICE
THIS RESTROOM FACILITY
IS ONLY OPEN DURING
EVENTS HELD AT
**VETERANS
MEMORIAL PARK**

Cleaning Services

Proposal

For: {{Veterans Memorial Park Foundation of Pensacola}}



Prepared By:

{{Chris Roberg}}

{{KC's Sunshine Cleaners LLC}}

Phone:850-288-3808

About Us



Experience

KC's Sunshine Cleaners a veteran owned company was established in 2018 in Pensacola. We have 20+ combined years of cleaning experience, We're a veteran owned company. Since day one, our knowledge and expertise in cleaning has been the lifeline of our business. When you work with {{KC's Sunshine Cleaners}}, you can rest assured that your project will be scrutinized by one of the industry's most experienced cleaning teams.

Integrity

Each project brings unique challenges and requires careful attention to detail. We work hand in hand with our clients to ensure their distinctive vision becomes a reality. Our ultimate goal: to deliver a top-notch cleaning experience we can proud of. Our team will provide the highest quality services at the best possible cost.

Relationships

At {{KC's Sunshine Cleaners LLC}}, our focus is on building a reputation for quality, customer-valued cleaning practices. Our past clients are the foundation for fostering a strong business in the future.

Our Customers

"Thorough And Great Customer Service.."

Mandy
Homeowner

"KC's Sunshine Cleaners did a great job with my move-out clean! Very happy with the work they did... thank you!."

Tara
Homeowner

"

We moved into a condo for 6 months. It had been kept up with surface cleaning, however needed a deep clean. Chris did a wonderful job and was super easy to work with. Definitely recommend!!."

T - Pensacola
Homeowner

"Wonderful, trustworthy company! Great cleaning job!"

Laura
Homeowner

"Just wanted to say that we have KC's Sunshine Cleaners clean our rental properties and they do a great job with every cleaning. We definitely recommend his company to anyone that asks! Thanks Chris for your time and for doing a great job with the houses! We appreciate it very much!"

Susan
Mark Downey & Associates

Our Services



{{KC's Sunshine Cleaners LLC}} was founded on the premise that our customers come first. Our philosophy is simple. We strive to treat you the way we want to be treated. Whether working with a small business or a homeowner, we work hand in hand with our clients to provide the best cleaning services in the area. We set up a tailored cleaning plan to meet the specific needs of each of our customers.

Cleaning Services Offered	Sectors we specialize in
<ul style="list-style-type: none">• Daily Cleaning Services• Weekly Cleaning Service• Janitorial Services• Interior Window washing• Move in/out Cleaning	Residential Commercial

Cleaning Estimate

Veterans Memorial Park Restroom Sanitation

Title/Description	Cost	Unit	Qty	Subtotal
Restroom Sanitation	\$19,000.00	Yearly	1	\$19,000.00

The sanitation of the Veterans Memorial Park permanent restroom facility would be cleaned daily by KC's Sunshine Cleaners LLC and would include the following:

Daily sanitation of all hard surfaces

Daily sanitation and cleaning of toilets, sinks, floors doors, mirrors

Daily trash disposal

Daily upkeep of the immediate outside of the facility

Fixed Total:	\$19,000.00
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Sequence of Significant Events

On February 25, 2021, the Veterans Memorial Park Foundation (VMPF) signed an agreement for the funding of a temporary restroom facility. A month later, on March 25, 2021, the City Council heard Brian Spencer's request to disallow the restroom facility. The City Council voted to allow for the placement of the restroom facility at the approved site at Admiral Mason Park for one year while a permanent restroom facility was developed. That was the second time that the City Council had voted to approve the temporary restroom facility.

During the City Council meeting in what was described as a "Hallelujah moment," Kevin Stephens, vice president of the Citizens for the Preservation of Admiral Mason Park (CPAMP) board, told the Council, "Mark it, record this that I will raise every dollar—every dime—that is required to build a suitable, respectful bathroom facility for our veterans and our downtown residents and it won't cost the city any money..." (This is a link to the video clip: <https://bit.ly/3xOY3vx>).

Two weeks later, on April 7, 2021, VMPF President Paul Entrekin learned that CPAMP attorney Ed Fleming informed the Mayor that if VMPF proceeds with the restroom project, he would file suit on behalf of his clients. Mr. Entrekin said that he was perplexed by that since Mr. Spencer had phoned him the day after the City Council decision to say that he was looking forward to collaborating on a permanent restroom structure.

On May 4, 2021, Mr. Entrekin and VMPF Operations Officer Pete McKanna met with Mr. Spencer at the park and agreed on a site for the permanent restroom facility at the south end of the park, not far from the World War I monument. The following day, Mr. Spencer contacted Mr. Entrekin and said that on advice of their counsel, the only way to see the lawsuit dropped would be for the attorneys to hammer out an agreement.

On May 18, 2021, VMPF Attorney Ed Holt received a draft settlement agreement written by Mr. Fleming from the City Attorney Heather Lindsay after learning about its existence by reading an email thread between Ms. Lindsay and Mr. Fleming in which he was a carbon recipient.

After receiving a response from VMPF counsel, Mr. Fleming sent a revised draft settlement agreement two days later that he said reflects the conversations and concerns communicated to him.

On May 22, 2021, Mr. Entrekin responded via counsel that included a clear statement of the VMPF position which had not been captured in Mr. Fleming's proposed agreement drafts. At the time, Mr. Fleming was vacationing in South America.

On June 3, 2021 Mr. Fleming told Mr. Holt that the settlement agreement had been "put off and put off" and that he had "devoted considerable time, at the expense of my client, to getting the matter amiably resolved. It is time to either settle, or go to court, and I need an answer one way or the other today."

In response that day, Mr. Holt told him that he had been unable to reach him by telephone but told him that VMPF has also incurred a lot of effort and time to work toward resolving the matters involving Mr. Fleming's clients. He reminded Mr. Fleming, "As you were on vacation for two weeks during this matter, it has also taken time for the VMPF to meet and discuss all aspects of the situation and the City Council action."

On July 20, 2021, VMPF representatives and their counsel met with CPAMP representatives and their counsel to discuss settlement. During the meeting, CPAMP vice president Kevin Stephens said he was not going to be able to raise all of the funds for the permanent restroom facility (as he had promised at the March 25, 2021 City Council meeting), but that he would participate in the fund-raising effort. He agreed to chair the effort. The meeting produced a verbal consensus regarding the transition to a permanent restroom facility, which included VMPF board members serving on the fund-raising board but not as officers and VMPF assisting with the drafting of articles of incorporation and by-laws for the fund-raising group. VMPF said it would also meet with the Mayor and ask him to write a memorandum of understanding (MOU) that would state his support for a permanent restroom facility in the park.

During the meeting, CPAMP said that once the Mayor puts his signature on an MOU expressing his support for the permanent restroom facility project, VMPF would be dropped from the lawsuit.

On July 26, 2021, Mr. Fleming sent Mr. Holt a draft MOU. In his email, Mr. Fleming wrote, "One change is that Kevin Stevens has said that while he will serve on the fund raising committee, and play a major role in fund raising, that his 'day jobs' (including being on the ECUA board, working full time as a developer, and running a portable toilet business) prevents him from undertaking the administrative duties of being chair. Kevin was going to give Paul a call to discuss this, and request that one of the retired veterans from the Foundation assuming that role."

Meanwhile, VMPF said that it had already begun work on by-laws for the fund-raising group as well as drafting articles of incorporation for the CPAMP to submit on the group's behalf.

However, that MOU was not representative of what had been agreed upon just a few days before. Among other things, the MOU that Mr. Fleming sent shuffled responsibility for leadership of the fundraising effort to VMPF which would essentially place the pace of fundraising progress at VMPF's feet, even after agreeing at the meeting to lead it. The proposed MOU also included new condition that not only were not agreed to at the July 20 meeting, they weren't in the settlement agreement that CPAMP drafted prior to the meeting.

On August 31, 2021, VMPF, through its attorney, proposed alternate language for an MOU that more accurately reflected the outcome of the July 20, 2021 settlement meeting.

With that proposed agreement submitted to CPAMP counsel, CPAMP ended discussions with VMPF and its counsel. Meanwhile, VMPF continues to seek funding for a permanent restroom facility. So, while others have reneged on their promises to raise funds for a permanent restroom facility, VMPF has submitted grant requests and a request for funds from the Florida Senate.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00365

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

HIRING OF YVETTE MCLELLAN AS COUNCIL STAFF WITH THE TITLE OF SPECIAL ASSISTANT TO THE COUNCIL EXECUTIVE

RECOMMENDATION:

That City Council approve the hiring of Yvette McLellan as Council Staff with the title of Special Assistant to the Council Executive.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 4.02(a)(6) of the City Charter states in part:

The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council:

(e) Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function.

Currently the City Council has, as their staff the following: a Council Executive (Don Kraher), Executive Assistant (Elaine Mager), Council Assistant (Sonja Gaines) and a part-time Strategic Budget Planner (Melanie Kruszona).

A prospect presented itself whereby the City Council has an opportunity to hire Yvette McLellan. Yvette has some 35 years of experience with the city, coming up through the ranks to her current position of Deputy Finance Director. Having worked on the Administration (Executive) side of the equation during our current form of government, she is seeking a change with a desire to work for City Council.

At City Council's direction, a process was conducted whereby an advertisement ran internally, resulting in just one (1) application being received; that application was from Yvette McLellan.

It is proposed that City Council hire Yvette under Section 4.02(a)(6)(e) - other - and title her as Special Assistant to the Council Executive. The intent is to have Yvette assist the Council Executive with the entering of Granicus Items, reviewing administration items for completeness to ensure that

City Council has the information necessary to make an informed decision, assist with research for Council Members, assisting in development of policies desired by Council as well as assisting Council's current staff. Further, that Yvette use her financial acumen to the benefit of the City Council. Yvette has a wealth of experience that will fit into any category and will allow her the freedom to assist where needed. This will allow the Council Executive more available time to research items for City Council, assist in the development of ordinances for legal review, take a more in depth and detailed review of current policies, many of which are antiquated and to help better assist in the overview of council activities and desires.

PRIOR ACTION:

March 21, 2022 - City Council conducted a discussion regarding the hiring of Ms. McLellan. The result being the request to conduct a hiring process.

March 7, 2022 - City Council pulled the original item with the intent to have a discussion at an upcoming meeting.

November 4, 2014 - Charter Amendment passed via referendum vote requiring City Council to establish the office of the City Council, thereby authorizing Council to hire their own staff.

FUNDING:

Budget:	\$ 30,000.00	Remaining Funds For Budget Analyst to City Council
	<u>91,900.00</u>	Remaining Funds For Legal Counsel for City Council
	<u>\$121,900.00</u>	

Actual: \$ 71,900.00 Estimated Salary & Benefits 5/2/22 - 9/30/22

FINANCIAL IMPACT:

Within the Fiscal Year 2022 Budget, there are sufficient funds to provide funding for Ms. McLellan's current salary and benefits beginning May 2, 2022 through September 30, 2022. Should City Council approve this hire, the Fiscal Year 2023 Budget will be requested to be adjusted accordingly.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Yvette McLellan Resume
- 2) Special Assistant to the Council Executive - Job Description

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00366

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

APPROPRIATION OF TREE MITIGATION FEES FOR CALIBER CARWASH DEVELOPMENT (2660 CREIGHTON ROAD) TO THE MARKET PLACE GREENWAY PROJECT

RECOMMENDATION:

That City Council appropriate the \$10,000 within the Tree Planting Trust Fund from Caliber Carwash (2660 Creighton Road) development to the Market Place Greenway project. Further that City Council adopt a supplemental budget resolution appropriating these funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with City code, a \$10,000 tree mitigation fee for tree removal at 2660 Creighton Road for the Caliber Carwash development was paid and was placed within the Tree Planting Trust Fund.

This item seeks to appropriate that \$10,000 for the Market Place Greenway project.

PRIOR ACTION:

January 20, 2022 - City Council held a discussion regarding tree removal on property located at 2660 Creighton Road pertaining to the Caliber Carwash development.

FUNDING:

Budget: \$ 100,000 - Market Place Greenway Project

Actual: \$ 110,000 - Market Place Greenway Project

FINANCIAL IMPACT:

The appropriation of the \$10,000 mitigation fees paid for this development will provide an additional \$10,000 for the Market Place Greenway Project resulting in a budgeted amount of \$110,000.

Adoption of the supplemental budget resolution will appropriate the funds for this project.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-044

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-044 - APPROPRIATION OF TREE MITIGATION FEES FOR CALIBER CARWASH DEVELOPMENT (2660 CREIGHTON ROAD) TO THE MARKET PLACE GREENWAY PROJECT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-044:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with City code, a \$10,000 tree mitigation fee for tree removal at 2660 Creighton Road for the Caliber Carwash development was paid and was placed within the Tree Planting Trust Fund.

This item seeks to appropriate that \$10,000 for the Market Place Greenway project.

PRIOR ACTION:

January 20, 2022 - City Council held a discussion regarding tree removal on property located at 2660 Creighton Road pertaining to the Caliber Carwash development.

FUNDING:

Budget: \$100,000 - Market Place Greenway Project

Actual: \$110,000 - Market Place Greenway Project

FINANCIAL IMPACT:

The appropriation of the \$10,000 mitigation fees paid for this development will provide an additional \$10,000 for the Market Place Greenway Project resulting in a budgeted amount of \$110,000. Adoption of the supplemental budget resolution will appropriate the funds for this project.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-044
- 2) Supplemental Budget Explanation No. 2022-044

PRESENTATION: No

**RESOLUTION
2022-044**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. TREE PLANTING TRUST FUND- GENERAL FUND

To:	Tree Planting Trust Fund	10,000
As Reads	Operating Expenses	574,546
Amended		
To Read:	Operating Expenses	584,546

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - CALIBER CARWASH - RES NO. 2022-044

FUND	AMOUNT	DESCRIPTION
TREE PLANTING TRUST FUND - GENERAL FUND		
Estimated Revenues		
Tree Planting Trust Fund	<u>10,000</u>	Appropriate estimated revenue for Tree Planting Trust Fund
Total Revenues	<u>10,000</u>	
Appropriations		
Operating Expenses	<u>10,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>10,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00367

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

SCHOOL SAFETY IMPROVEMENTS ON COLLEGE PARKWAY

RECOMMENDATION:

That City Council allocate up to \$150,000 for school safety improvements on College Parkway. Further, that City Council approve a supplemental budget resolution regarding this allocation.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This item seeks to address school safety concerns regarding pedestrians, particularly students from Washington High School, on College Parkway. There have been discussions at various times amongst City Council regarding these safety issues and the need for a protective solution.

City staff has reviewed the issue and has developed three (3) possible options. After discussion with staff, it was determined the most efficient and effective solution would be Option 3, however there are complicated issues involved in implementing any of the solutions.

The funding request for this item is \$150,000, to account for any unforeseen measures that need to be implemented to assure the project meets the needs of the students at Washington High School. It is anticipated that this total amount would not be needed, however through discussions it was suggested that a bit of funding leeway be included to account for any unforeseen issues that might occur.

PRIOR ACTION:

None

FUNDING:

Budget: \$211,463 - LOST IV - Reserves - Capital Equipment

Actual: \$150,000 - School Safety Improvements College Parkway (estimated)

FINANCIAL IMPACT:

There is currently \$211,463 available within the LOST IV Reserves - Capital Equipment. A reduction of \$150,000 for the School Safety Improvements on College Parkway will leave a remainder of \$61,463 within the LOST IV Reserves for Capital Equipment. Adoption of a Supplemental Budget Resolution will appropriate funding for this project.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) College Parkway Option Summary
- 2) Exhibit 1- College Parkway Aerial
- 3) Exhibit 2 - Option 2 - Crosswalk with red flashing beacons, forced stop
- 4) Exhibit 3 - Option 3 - Crosswalk with beacons

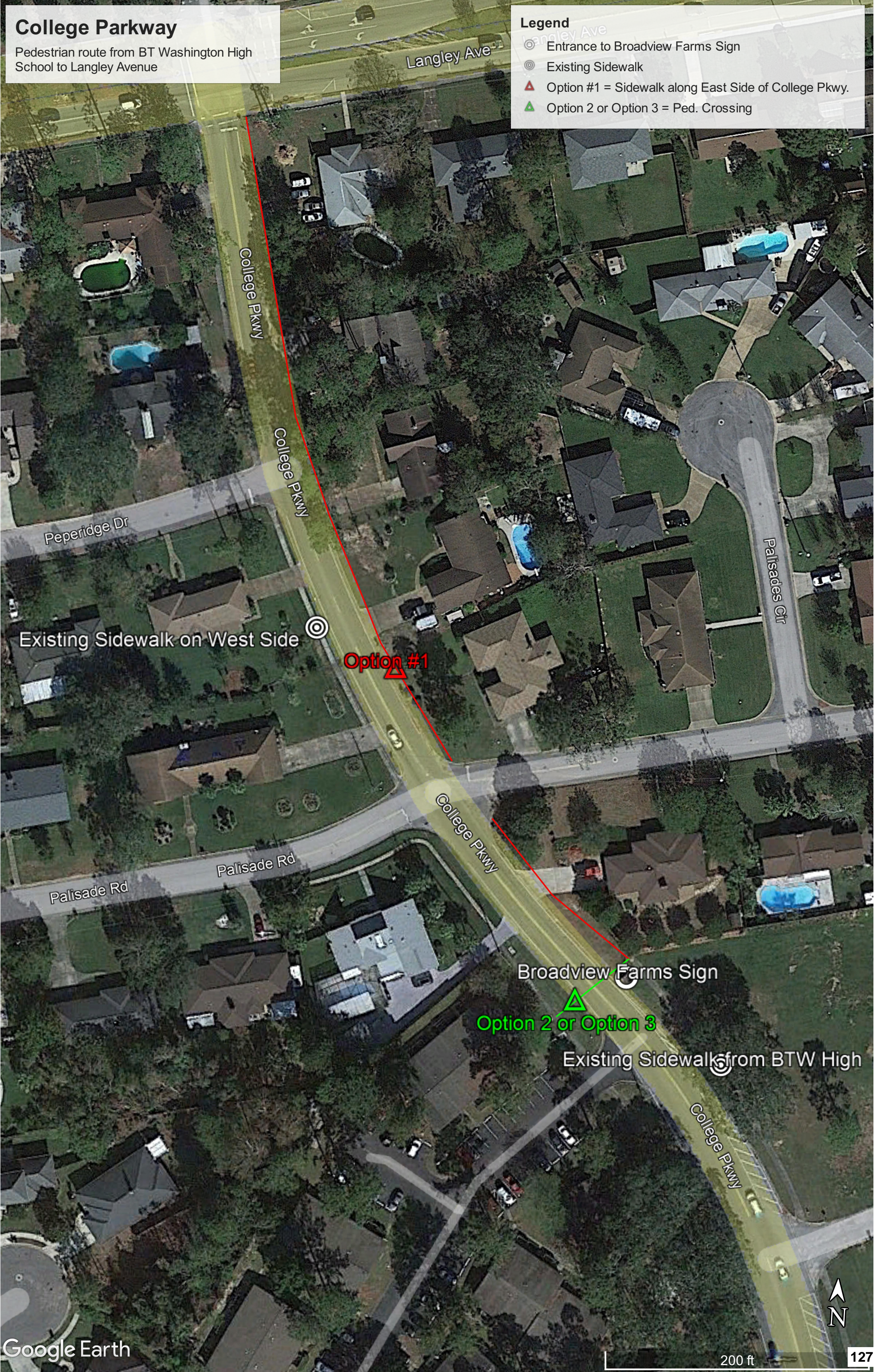
PRESENTATION: No

College Parkway

Pedestrian route from BT Washington High School to Langley Avenue

Legend

- Entrance to Broadview Farms Sign
- Existing Sidewalk
- Option #1 = Sidewalk along East Side of College Pkwy.
- Option 2 or Option 3 = Ped. Crossing



Existing Sidewalk on West Side

Option #1

Broadview Farms Sign

Option 2 or Option 3

Existing Sidewalk from BTW High







City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-045

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-045 - SCHOOL SAFETY IMPROVEMENTS ON COLLEGE PARKWAY

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-45:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This item seeks to address school safety concerns regarding pedestrians, particularly students from Washington High School, on College Parkway. There have been discussions at various times amongst City Council regarding these safety issues and the need for a protective solution.

City staff has reviewed the issue and has developed three (3) possible options. After discussion with staff, it was determined the most efficient and effective solution would be Option 3, however there are complicated issues involved in implementing any of the solutions.

The funding request for this item is \$150,000, to account for any unforeseen measures that need to be implemented to assure the project meets the needs of the students at Washington High School. It is anticipated that this total amount would not be needed, however through discussions, it was suggested that a bit of funding leeway be included to account for any unforeseen issues that might occur.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 211,463 - LOST IV - Reserves - Capital Equipment

Actual: \$150,000 - School Safety Improvements College Parkway (Estimated)

FINANCIAL IMPACT:

There is currently \$211,463 available within the LOST IV Reserves - Capital Equipment. A reduction of \$150,000 for the School Safety Improvements on College Parkway will leave a remainder of \$61,463 within the LOST IV Reserves for Capital Equipment. Adoption of a Supplemental Budget Resolution will appropriate funding for this project.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-45
- 2) Supplemental Budget Explanation No. 2022-45

PRESENTATION: No

**RESOLUTION
NO. 2022-045**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LOCAL OPTION SALES TAX FUND

As Reads	LOST IV- Reserves- Capital Equipment	211,463
Amended		
To Read:	LOST IV- Reserves- Capital Equipment	61,463
As Reads	Capitall Outlay	21,972,667
Amended		
To Read:	Capitall Outlay	22,122,667

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - REALLOCATION OF LOST IV PROJECTS EXPLANATION NO. 2022-045**

FUND	AMOUNT	DESCRIPTION
LOCAL OPTION SALES TAX FUND		
Appropriations		
LOST IV- Reserves- Capital Equipment	(150,000)	Decrease appropriation for LOST IV- Reserves- Capital Equipment
Capital Outlay - LOST IV- College Blvd School Safety	<u>150,000</u>	Increase appropriation for College Blvd School Safety
Total Appropriations	<u><u>0</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00205

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM NO. 445548-1-94-04 - RAILROAD MODERNIZATION INITIATIVE

RECOMMENDATION:

That City Council authorize the mayor to execute Florida Seaport Grant and Seaport Investment Program, Grant No. 445548-1-94-04, for railroad modernization initiative in the amount of \$850,353. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

This grant will assist with the port's railroad modernization initiative. Several of the port's railroad systems are approaching their design life and need to be rebuilt. In addition, Hurricane Sally impacted the port in September 2020, further decreasing the remaining life of structural supporting soils and ballast of railroad track. The project will focus on three primary components. Component 1 will modernize track from the northwest corner of Warehouse 1 to the west port gate. Component 2 will modernize three sets of track east of Warehouse 1. Component 3 will modernize tracks extending from cargo yards into the breezeway between Warehouse 6 and Warehouse 8.

PRIOR ACTION:

None

FUNDING:

Budget: \$850,353 FDOT Seaport Grant Program and
 Seaport Investment Program

Actual: \$850,353 Railroad Modernization Initiative

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of \$850,353. Any required grant match will be met with funds allocated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/24/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator-Administration & Enterprise

Clark Merritt, Port Director

ATTACHMENTS:

- 1) PTGA Grant - Rail Systems Funds 44554819404
- 2) Supplemental Budget Resolution No. 2022-030
- 3) Supplemental Budget Explanation No. 2022-030

PRESENTATION: No

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 445548-1-94-04	Fund(s): Work Activity Code/Function: 215	GMR	FLAIR Category: 088794
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only:		Org. Code: 55032020329
Contract Number:	Federal Award Date:		Vendor Number: F596000406008
CFDA Number: N/A	Agency DUNS/UEI Number: 80-939-7102		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Programs			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 335.141, 341.301 - 341.842, and 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Pensacola's railroad modernization initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

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

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

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

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

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

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

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$1,700,706. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$850,353 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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

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

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

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

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

State Funded:

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

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

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

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

And

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

18. Indemnification and Insurance:

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

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

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

This indemnification shall survive the termination of this Agreement."

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

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

19. Miscellaneous:

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

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

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

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in Port of Pensacola's railroad modernization initiative. Several of the seaport's railroad system components have approached their design life and need to be rebuilt. In addition, Hurricane Sally impacted the seaport in September 2020, further decreasing the remaining life of structural supporting soils and ballast of railroad track. The Project will focus on three primary components. Component 1 will modernize track from the northwest corner of Warehouse 1 to the west port gate. Component 2 will modernize three sets of track east of Warehouse 1. Component 3 will modernize tracks extending from cargo yards into the breezeway between Warehouse 6 and Warehouse 8.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the work required to complete the railroad and rail yard activities described in the Project Description, including: asphalt paving activities; backfilling; bolt installation; concrete; concrete-tub road crossings; construction; construction inspection services; compaction; construction management services; construction services; contractor stand-by; consulting services; cost estimates; delivery fees; demobilization; demolition; dewatering; disposal of old railroad materials; drainage system; earthwork; electrical components and systems; engineering services; environmental assessments; fasteners; fencing; fire protection systems; form work; geotechnical services; ground covering; joint bolts; lighting systems; line and cross leveling railroad tracks; mitigation assessments; mobilization; permitting; plan development (e.g., 30 / 60 / 90 / 100% and as-builts); precast concrete; preconstruction engineering and design; procurement cost; railroad spikes; railroad cross ties and ballast; rail crossing equipment; rails; rebar installation; signage and way finding; soil improvement work; steel; stormwater management; structural components; surveying; switch gear; temporary structures; tie box anchoring; tie plates; track operations planning; underlying subgrade; utilities; and, walkway systems.

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

Port of Pensacola Railroad Segments

Component 1

Track from NW corner
of Warehouse 1 to
west port gate

Legend

- 1 Track
- 2 Tracks
- 3 Tracks
- 4 Tracks

Component 2

3 tracks east of Warehouse 1

Component 3

3 tracks in the breezeway between
Warehouse 6 and Warehouse 8

*Note: Project components are approximate.

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445548-1-94-04	GMR	088794	2022	751000	55.005	Seaport Grants	\$850,353.00
445548-1-94-04	LF	088794	2022	-	-	Local Matching Funds	\$850,353.00
Total Financial Assistance							\$1,700,706.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$850,353.00	\$850,353.00	\$0.00	\$1,700,706.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$850,353.00	\$850,353.00	\$0.00	\$1,700,706.00			

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

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

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

Ray Corbitt

Department Grant Manager Name

Signature

Date

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

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

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

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

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

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GRANT AGREEMENT EXHIBITS**

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

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

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

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

Insert District PIO contact info:

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

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

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

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

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

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

C. Duration of Terms and Assurances.

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

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

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

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

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

F. Consistency with Local Government Plans.

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

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

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

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

H. Preserving Rights, Powers and Interest.

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

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

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

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

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K. Federal Navigation Projects

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

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Programs

CSFA Number: 55.005

***Award Amount:** \$850,353

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**RESOLUTION
2022-030**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. PORT FUND

As Reads	State Grants	2,863,702
Amended		
To Read:	State Grants	3,714,055
As Reads	Capital Outlay	1,343,741
Amended		
To Read:	Capital Outlay	2,194,094

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FL SEAPORT GRANT PROGRAM & SEAPORT INVESTMENT PROGRAM GRANT - RES NO. 2022-030**

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	850,353	Increase estimated revenue for State Grants
Total Revenues	<u>850,353</u>	
Appropriations		
Capital Outlay	850,353	Increase appropriation for Capital Outlay
Total Appropriations	<u>850,353</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-030

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-030 - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-04 - RAILROAD MODERNIZATION INITIATIVE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-030:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

This grant will assist with the port's railroad modernization initiative. Several of the port's railroad systems are approaching their design life and need to be rebuilt. In addition, Hurricane Sally impacted the port in September 2020, further decreasing the remaining life of structural supporting soils and ballast of railroad track. The project will focus on three primary components. Component 1 will modernize track from the northwest corner of Warehouse 1 to the west port gate. Component 2 will modernize three sets of track east of Warehouse 1. Component 3 will modernize tracks extending from cargo yards into the breezeway between Warehouse 6 and Warehouse 8.

PRIOR ACTION:

None

FUNDING:

Budget: \$850,353 FDOT Seaport Grant Program and
 Seaport Investment Program

Actual: \$850,353 Railroad Modernization Initiative

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of \$850,353 Any required grant match will be met with funds allocated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/23/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator-Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-030
- 2) Supplemental Budget Explanation No. 2022-030
- 3) Grant Agreement No . 445548-1-94-04

PRESENTATION: No

**RESOLUTION
2022-030**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. PORT FUND

As Reads	State Grants	2,863,702
Amended		
To Read:	State Grants	3,714,055
As Reads	Capital Outlay	1,343,741
Amended		
To Read:	Capital Outlay	2,194,094

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FL SEAPORT GRANT PROGRAM & SEAPORT INVESTMENT PROGRAM GRANT - RES NO. 2022-030**

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	850,353	Increase estimated revenue for State Grants
Total Revenues	<u>850,353</u>	
Appropriations		
Capital Outlay	850,353	Increase appropriation for Capital Outlay
Total Appropriations	<u>850,353</u>	

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Financial Project Number(s): (item-segment-phase-sequence) 445548-1-94-04	Fund(s): Work Activity Code/Function: 215	GMR	FLAIR Category: 088794
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only:		Org. Code: 55032020329
Contract Number:	Federal Award Date:		Vendor Number: F596000406008
CFDA Number: N/A	Agency DUNS/UEI Number: 80-939-7102		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Programs			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 335.141, 341.301 - 341.842, and 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Pensacola's railroad modernization initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

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

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

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

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

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

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

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

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

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$1,700,706. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$850,353 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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

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

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

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

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

State Funded:

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

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

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

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

And

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

18. Indemnification and Insurance:

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

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

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

This indemnification shall survive the termination of this Agreement."

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

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

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

19. Miscellaneous:

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

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

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

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in Port of Pensacola's railroad modernization initiative. Several of the seaport's railroad system components have approached their design life and need to be rebuilt. In addition, Hurricane Sally impacted the seaport in September 2020, further decreasing the remaining life of structural supporting soils and ballast of railroad track. The Project will focus on three primary components. Component 1 will modernize track from the northwest corner of Warehouse 1 to the west port gate. Component 2 will modernize three sets of track east of Warehouse 1. Component 3 will modernize tracks extending from cargo yards into the breezeway between Warehouse 6 and Warehouse 8.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the work required to complete the railroad and rail yard activities described in the Project Description, including: asphalt paving activities; backfilling; bolt installation; concrete; concrete-tub road crossings; construction; construction inspection services; compaction; construction management services; construction services; contractor stand-by; consulting services; cost estimates; delivery fees; demobilization; demolition; dewatering; disposal of old railroad materials; drainage system; earthwork; electrical components and systems; engineering services; environmental assessments; fasteners; fencing; fire protection systems; form work; geotechnical services; ground covering; joint bolts; lighting systems; line and cross leveling railroad tracks; mitigation assessments; mobilization; permitting; plan development (e.g., 30 / 60 / 90 / 100% and as-builts); precast concrete; preconstruction engineering and design; procurement cost; railroad spikes; railroad cross ties and ballast; rail crossing equipment; rails; rebar installation; signage and way finding; soil improvement work; steel; stormwater management; structural components; surveying; switch gear; temporary structures; tie box anchoring; tie plates; track operations planning; underlying subgrade; utilities; and, walkway systems.

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

Port of Pensacola Railroad Segments

Component 1

Track from NW corner
of Warehouse 1 to
west port gate

Legend

- 1 Track
- 2 Tracks
- 3 Tracks
- 4 Tracks

Component 2

3 tracks east of Warehouse 1

Component 3

3 tracks in the breezeway between
Warehouse 6 and Warehouse 8

*Note: Project components are approximate.

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445548-1-94-04	GMR	088794	2022	751000	55.005	Seaport Grants	\$850,353.00
445548-1-94-04	LF	088794	2022	-	-	Local Matching Funds	\$850,353.00
Total Financial Assistance							\$1,700,706.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$850,353.00	\$850,353.00	\$0.00	\$1,700,706.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$850,353.00	\$850,353.00	\$0.00	\$1,700,706.00			

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

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

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

Ray Corbitt

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

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

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

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

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

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

Insert District PIO contact info:

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

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

A. General.

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

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

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

C. Duration of Terms and Assurances.

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

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

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

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

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

F. Consistency with Local Government Plans.

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

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

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

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

H. Preserving Rights, Powers and Interest.

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

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

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

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

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K. Federal Navigation Projects

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

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Programs

CSFA Number: 55.005

***Award Amount:** \$850,353

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-032

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2022-032 - APPROVING THE ESCAMBIA/PENSACOLA 2022-2024 STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM LOCAL HOUSING ASSISTANCE PLAN

RECOMMENDATION:

That City Council adopt Resolution No. 2022-032.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola and Escambia County have jointly received funding and successfully administered the State Housing Initiatives Partnership (SHIP) program since 1993. In order to continue to receive SHIP funding for the upcoming three-year period (July 1, 2022 - June 30, 2025), the participating jurisdictions must adopt by resolution the 2022-2024 Local Housing Assistance Plan (LHAP) and related supporting documents based on the requirements stipulated in Chapter 420 Florida Statutes, and Florida Housing Finance Corporation Administrative Rule 67-37 prior to May 2, 2022. On Tuesday, April 5, 2022, the Affordable Housing Advisory Committee voted to recommend to City Council and the Board of County Commissioners, respectively, the approval of the SHIP Local Housing Assistance Plan.

All SHIP funds are used to support affordable homeownership, rental rehabilitation or assistance, or rental development strategies with a minimum of 65% of the funds targeting homeownership. At Least 30% of the funds must benefit very low-income families (at or below 50% of area median income), with an additional 30% benefiting low-income families (at or below 80% of area median income). The strategies presented in the LHAP are available to assist low- and moderate-income families throughout Escambia County. The program is also the sole funding source used to meet the local cash match required by the U.S. Department of Housing and Urban Development HOME

Investment Partnerships Act program, which finances homeownership assistance and the substantial reconstruction of substandard owner-occupied homes within the City.

PRIOR ACTION:

April 11, 2019 - City Council adopted Resolution 2019-17 approving the State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan

FUNDING:

N/A

FINANCIAL IMPACT:

The City Council's adoption of the LHAP by resolution is required for the City of Pensacola to be eligible to receive SHIP funds from the Florida Housing Finance Corporation.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/16/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) Resolution No. 2022-032
- 2) Escambia County/City of Pensacola 2022-2025 SHIP Local Housing Assistance Plan (LHAP)

PRESENTATION: No

**RESOLUTION
NO 2022-032**

**A RESOLUTION
TO BE ENTITLED:**

**A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA,
APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS
REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP
PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA
STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE
CODE; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three- year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act, and the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075 F.S.*, it is found that five percent (5%) of the local housing distribution plus five percent (5%) of program income is insufficient to adequately pay the necessary costs of administering the Local Housing Assistance Plan. The cost of administering the program may not exceed ten percent (10%) of the local housing distribution plus five percent (5%) of program income deposited into the trust fund; and

WHEREAS, City of Pensacola Housing Department and Escambia County Neighborhood and Human Services Department, Neighborhood Enterprise Division have jointly prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Pensacola to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds;

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

SECTION 1: The City Council of the City of Pensacola, Florida hereby approves the Escambia/Pensacola Local Housing Assistance Plan as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years: 2022/2023, 2023/2024, and 2024/2025.

SECTION 2: The Mayor of the City of Pensacola, or his designee, is hereby authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan and to do all things necessary and proper to carry out the terms and conditions of said program.

SECTION 3: This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

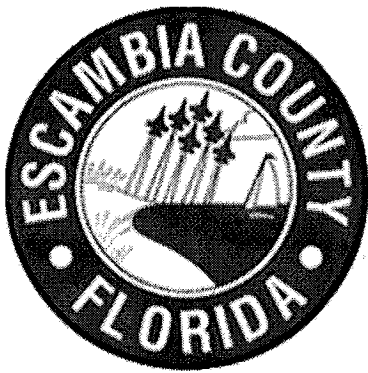
Approved: _____
President of City Council

Attest:

City Clerk



ESCAMBIA COUNTY / CITY OF PENSACOLA



SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2022-2023, 2023-2024, 2024-2025



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I. Program Details:

A. LG(s)

Name of Local Government	Escambia County
Does this LHAP contain an interlocal agreement?	Yes
If yes, name of other local government(s)	City of Pensacola

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2022-2023, 2023-2024, 2024-2025

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers, local lenders, and neighborhood associations. Public input was solicited through the local newspaper in an advertisement of the Local Housing Assistance Plan on March 18, 2022, publishing information for citizens to access the Plan through the Escambia County and/or City of Pensacola websites. A public comment period will be open for a minimum of 10 business days prior to the plan being submitted to either governmental entity for action. In addition, a Notice of Funding Availability will be published in the local newspaper once allocations for the respective fiscal year are confirmed by State government.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.



Not Applicable

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling, Legal Services and Transportation.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount



of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget:** A line-item budget is attached as Exhibit A. Escambia County and the City of Pensacola find that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Escambia County	Administrative Duties	10%
Third Party Entity/Sub-recipient		

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- S. Project Delivery Costs:** Project delivery costs include surveys, title work, appraisals, temporary relocation and storage (Substantial Rehab/Reconstruction activity only), septic tank pump-out, septic tank permit fees, engineering fees, housing market studies (Rental Preservation/Development), environmental reviews, and a service delivery fee for third party agencies administering an activity. A service delivery fee included in the loan amount will be negotiated with a subrecipient agency and include applicant intake, initial inspection, preparation of work specifications and cost estimates, work progress inspections, travel to job site, and



project oversight.

Project delivery costs are encountered in the Housing Repair Activity, Substantial Rehab/Reconstruction Activity, Rental Preservation/Development, Rental Assistance. Project delivery costs will be limited to no more than 5% of the project award.

T. Essential Service Personnel Definition (ESP): For purposes of this Plan, Escambia County and the City of Pensacola have determined that "essential service personnel" shall include persons in need of affordable housing who meet the following requirements:

1. are permanently employed by a company or organization located within Escambia County, the City of Pensacola, or the Town of Century, all lying within Escambia County, Florida; in one of the following categories:

- a. Local or State Law Enforcement, Fire, Rescue, and Emergency Services, Public Safety and Emergency Management
- b. Teachers, Educators, and School District personnel in the public, private and university systems
- c. Health Care Professionals and support personnel
- d. Tourism Industry professionals and employees (including hospitality and food service)
- e. Judicial/Court System management and support personnel
- f. Skilled building trades personnel

2. have maximum annual income at or below 120% of the Pensacola MSA median income as defined in the SHIP Rule 67-37.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: All improvements will meet Energy Conservation requirements as required by Florida Building Code for new construction or existing buildings, as applicable. The County and City shall, when economically feasible, encourage and support green building products and processes, including energy efficient features in each strategy. According to the type and extent of the repair or reconstruction and the needs of the recipient, the following green and energy products will be utilized when viable on Replacement Housing and Housing Repair activities:

1. Bath fixtures will carry the WaterSense label or the following specifications:

- a. Toilets: 1.6 gallons/flush or less
- b. Faucets: 1.5 gallons/minute or less
- c. Showerheads: 2.2 gallons/minute or less

2. Appliances

- a. Energy Star qualified refrigerator
- b. Energy Star qualified water heater
- c. Energy Star qualified range hood

3. Lighting

- a. Installation of Energy Star light fixtures and ceiling fans, and/or
- b. Installation of Compact Fluorescent light (CFL) bulbs or LED bulbs in newly installed lighting fixtures

4. Heating, Cooling, and Ventilation

- a. HVAC with minimum SEER rating of 14. One bedroom or smaller units may have a lower SEER rating as identified by energy sheets
- b. Energy Star qualified bath exhaust fans



5. Building Products

- a. Energy Star qualified windows
- b. Energy Star qualified doors
- c. No or Low-VOC paints (50 grams per liter or less or paints carrying GreenGuard certification)

- V. Describe efforts to meet the 20% Special Needs set-aside:** The Special Needs set aside will be met through all strategies, with particular attention given to the Repair and Replacement Housing strategies to provide the opportunity for owner occupants to remain independent in their homes and maintain homeownership. The County and City will perform outreach to, and partners with social service agencies, serving the designated special needs populations to achieve the special needs set-aside.

Persons with special needs, as defined in F.S. 420.0004 (13) means, "an adult requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under F.S. 409.1451(5); a survivor of domestic violence as defined in F.S. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the supplemental Security Income (SSI) program; or from veterans disability benefits.

- W. Describe efforts to reduce homelessness:** While Escambia County no longer is a direct entitlement community for HUD's Emergency Solutions Grant (ESG) Program, the County continues to provide limited CDBG funds for Emergency Shelter Operations and Services, and the Homeless Management Information System (HMIS) database with the local homeless Continuum of Care, lead, Opening Doors Northwest Florida, Inc. Additionally, funds are utilized for short-term rental assistance, security and utility deposits, and associated eligible activities for income eligible homeless households under the Rapid Re-housing and Homelessness Prevention strategies.

The City of Pensacola administers HUD Veterans Affairs Supportive Housing (VASH) vouchers County-wide to provide homeless veterans with housing choice vouchers as well as Department of Veterans Affairs supportive services. Additionally, the City of Pensacola administers Emergency Housing Vouchers in coordination with local Continuum of Care, lead, Opening Doors Northwest Florida, Inc. to provide vouchers to homeless families, victims of domestic violence, and families who are at risk of homelessness.

Under the Rental Development activity, the County will seek set-asides of units specifically for homeless households. Additionally, the Rental Assistance activity may be used in coordination with agencies serving homeless households to stabilize households for up to 12 months.



Section II. LHAP Strategies:

A. PURCHASE ASSISTANCE	Code: 2
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a. Summary: SHIP funds will be made available to support down payment and closing costs for the purchase of an existing or newly constructed home for first time homebuyers. Assistance shall be tailored to the individual affordability and financing needs of the participating homebuyer. Permanent first mortgage financing (exceeding the SHIP Purchase Assistance) will be provided through financial institutions, homebuyer programs and/or private developers/contractors without local guarantee, thereby leveraging a significant volume of private sector financing.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very Low, Low, and Moderate
- d. Maximum award: \$10,000 Moderate
\$15,000 Low
\$25,000 Very Low
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by Second Mortgage and Note
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Assistance up to \$19,999: 5 years; assistance \$20,000 and above: 10 years
 - 4. Forgiveness: 5 year term forgiven at 20% per year, 10 year forgiven at 10% per year, provided that the homebuyer is not in default of program terms
 - 5. Repayment: None required as long as the loan is in good standing
 - 6. Default: The sale, refinancing, transfer of ownership, foreclosure by the primary lender, or when the property is no longer the principal residence during the mortgage term shall be considered a default whereupon the SHIP investment shall be repaid. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
- f. Recipient/Tenant Selection Criteria: Assistance provided on a first qualified, first served basis following annual advertisement of the availability of SHIP resources. Priority given first to Very Low followed by Low income to applicants in accordance with program funding distribution percentage requirements.

Homebuyer must meet the following qualifications:

- 1. qualify for a first mortgage through a participating first mortgage lender;
- 2. complete a HUD certified homebuyer education class within the 12 months prior to closing;
- 3. contribute toward the purchase of the home, a minimum of \$1,000 for Moderate Income buyers, \$750 for Low Income buyers, and \$500 for Very Low Income buyers (this amount can include documented expenses paid outside of closing);
- 4. complete a foreclosure prevention class
- 5. hold less than \$25,000 in liquid assets; and



6. meet the criteria for a first time homebuyer

g. Sponsor Selection Criteria: Not Applicable

h. Additional Information:

1. The first-time homebuyer requirement will be waived in cases where the applicant meets the definition of "essential service personnel" as provided in Section I (T) of this plan.
2. Certified Home Inspection is required. Cost of home inspection will be applied to borrower's minimum contribution.
3. Maximum sales price of the home cannot exceed the FHFC published maximum sales price for Escambia County
4. Rehabilitation, if required, will be paid from non-SHIP funds.
5. Mobile/manufactured homes are not eligible.

B. DEMOLITION / RECONSTRUCTION

Code: 4

a. Summary: Funds under this strategy are provided for the rehabilitation or reconstruction of severely substandard (more than 50% of value of home to repair) owner-occupied single family units. These units are unable to be addressed through other Consortium repair programs and will be brought up to code through this strategy and will be referred through the housing inspection process or code enforcement.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very Low and Low

d. Maximum award: \$130,000

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by Mortgage and Note. Loan will be in a subordinate position to HOME program financing if present (or other associated County/City financing as available).
2. Interest Rate: 0%
3. Years in loan term: 15 years
4. Forgiveness: Loan forgiven at 10% per year beginning in year six, provided that the homeowner is not in default of program terms.
5. Repayment: None required as long as the loan is in good standing.
6. Default: The sale, rental, refinancing, or transfer of ownership during the mortgage term shall be a default whereupon the SHIP investment shall be repaid. In the event of the death of an owner, an income eligible heir (at or below 80% AMI) may assume the balance of the loan terms if certified income eligible by County or City staff.

f. Recipient/Tenant Selection Criteria: Assistance provided on a first qualified/first served basis following advertisement of the availability of SHIP resources and/or through the use of a waiting list with a priority



for special needs applicants, then Very Low Income applicants. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

Applicants must be owner occupants with homestead exemption, property taxes current, and with no outstanding liens or judgments owed to the County or City. Priority will be given to special needs households or applicants with open local government code enforcement citations, or survivors of a disaster as declared by state or federal officials.

- g. Sponsor Selection Criteria: Not Applicable
- h. Additional Information:
 1. The City of Pensacola and Escambia County formed a local Consortium for purposes of receiving Federal, State, and/or other funds that support the local mission of enhancing housing affordability. These programs often require a cash match or local leverage to receive funds, such as the U.S. Department of Housing and Urban Development (HUD) HOME Program.
 2. Applicant must have fee simple title and no other liens or mortgages may be present on the property.

C. OWNER OCCUPIED REHABILITATION	Code: 3, 6
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a. Summary: SHIP funds will be used to provide rehabilitation or emergency repair assistance for Very Low and Low Income owner occupied homes to address roofing, electrical, plumbing, sanitary disposal, life/safety conditions, structural code deficiencies, code citations, energy efficiency, accessibility needs, and other related repairs.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very Low and Low
- d. Maximum award: Very Low and Low: \$60,000
(\$5,000 grant - Very Low Income only)
- e. Terms:
 1. Repayment loan/deferred loan/grant: Deferred Loan or Grant, depending on the proposed project. Loan secured by Mortgage and Note. Loan will be in a subordinate position to HOME program financing (or other associated County/City financing as available). Grant only for exterior accessibility (ramp) program and limited to \$5,000 or less.
 2. Interest Rate: 0%
 3. Years in loan term: awards up to \$19,999: 5 years; awards \$20,000-\$50,000: 10 years; awards greater than \$50,000: 15 years
 4. Forgiveness: five year term loan forgiven at 20% per year, 10 year term loan forgiveness at 10% per year; 15 year term loan forgiveness, year 0 through 5, no forgiveness, 10% per year thereafter, provided that the home owner is not in default of program terms.
 5. Repayment: None required as long as the loan is in good standing.
 6. Default: The sale, rental, refinancing, or transfer of ownership during the mortgage term shall be a default whereupon the SHIP investment shall be repaid. In the event of the death of an owner, an



income eligible heir (at or below 80% AMI) may assume the balance of the loan terms if certified income eligible by County or City staff.

- f. Recipient/Tenant Selection Criteria: Assistance provided on a first qualified/first served basis following advertisement of the availability of SHIP resources and/or through the use of a waiting list. Applicants must be owner occupants with homestead exemption, property taxes current, and with no outstanding liens or judgments owed to the County or City. Priority may be given to special needs households or applicants with open local government code enforcement citations or survivors of a disaster as declared by local, state, or federal officials.
- g. Sponsor Selection Criteria: Not Applicable
- h. Additional Information: None

D. NEW CONSTRUCTION	Code: 10
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a. Summary: SHIP funds will be made available to non-profit or for-profit developers to partially underwrite the costs of constructing affordable homes for families. These funds will enhance affordability and enable the developer to increase the number of affordable housing units produced for SHIP eligible homebuyers within the local area. All of the SHIP funds invested into the unit during development will be converted to principal mortgage reduction assistance upon sale of the home to a SHIP eligible buyer.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very Low, Low, and Moderate
- d. Maximum award: \$20,000 (developer and buyer) for Moderate Income households; \$30,000 (developer and buyer) for Low and Very Low Income households.
- e. Terms: Developer
 - 1. Repayment loan/deferred loan/grant: Deferred Payment construction lien placed on the property during construction, which will be released upon sale of the home to an eligible buyer.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: not to exceed 2 years
 - 4. Forgiveness: Not Applicable
 - 5. Repayment: benefit of the loan is passed through to the eligible buyer
 - 6. Default: If the home is not sold to an eligible buyer within two years, the loan is due and payable.

Terms: Homebuyer

- 1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by Mortgage and Note.
- 2. Interest Rate: 0%
- 3. Years in loan term: 10 years
- 4. Forgiveness: Loan forgiven at 10% per year, provided that the homeowner is not in default of program terms.



5. Repayment: None required as long as the loan is in good standing
 6. Default: The sale, rental, refinancing, transfer of ownership, foreclosure of the primary lender, or when the property is no longer the principal residence during the mortgage term shall be a default whereupon the SHIP investment shall be repaid. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
- f. Recipient/Tenant Selection Criteria: Assistance provided on a first qualified/first served basis. Homebuyer must meet the following qualifications:
1. qualify for a first mortgage through a qualified first mortgage lender or approved not for profit sponsor providing first mortgage financing;
 2. complete a HUD certified homebuyer education class within the 12 months prior to closing;
 3. contribute toward the purchase of the home, a minimum of \$1,000 for Moderate Income buyers, \$750 for Low Income buyers, and \$500 for Very Low Income buyers (this amount can include documented expenses paid outside of closing); and
 4. hold less than \$25,000 in liquid assets
- g. Sponsor Selection Criteria: Selection of a developer and/or sponsor will be based upon responses to an advertised request for proposal. Selection criteria will include:
1. nonprofit or for profit locally based with expertise in affordable single family housing construction and marketing units to Very Low Income families;
 2. amount of non-SHIP funds or value of in kind services committed as SHIP leverage;
 3. unit production goals in relation to SHIP funding request;
 4. use of green building technologies, energy efficiency measures, and/or use of recycled building materials or components in the production or preservation of housing units;
 5. percentage of units targeted to Very Low Income families; and
 6. documentation of the agency's employment or planned employment of personnel from the Welfare Transition Program or other community training shall result in a priority for award of SHIP funds assuming the agency demonstrates capacity to implement the subject SHIP activity.
- Proposals meeting the RFP requirements will be evaluated by the County and/or City Housing staff, or a committee comprised of County and/or City representatives, to determine the agency or organization that will implement the strategy. Final selection and contract approval will be provided by the County Commission. The RFP may solicit participation for the full three-year LHAP period.
- h. Additional Information: Not Applicable

E. RENTAL PRESERVATION / DEVELOPMENT

Code: 14, 21

- | |
|--|
| <p>a. Summary: SHIP funds will be expended to support the preservation or development of affordable rental housing or special needs housing (as defined in 420.0004 (13)) for eligible persons through new construction, acquisition of property or existing rental units, and/or rehabilitation/redevelopment of existing rental units.</p> |
|--|



- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Extremely Low, Very Low, Low, and Moderate
- d. Maximum award: Up to \$80,000 per unit as determined by a subsidy layering review; \$500,000 maximum provided per development
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Deferred Payment Loan or Grant depending on proposed project secured by Mortgage and Note or Deed Restriction. Grants will only be provided to developments receiving \$10,000 or less.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 15 year minimum on all projects and 20 year minimum on any new construction project co-funded with local HOME funds. A longer term may be considered if specifically required by HUD, FHFC, RD or other primary lender as a condition for project financing.
 - 4. Forgiveness: As defined in the applicable mortgage and note. For deferred payment loans, a portion of the loan will be forgiven as follows provided the project is not in default of program requirements:

15 YEAR LOAN	20 YEAR LOAN
Years 0-4: No forgiveness	Years 0-4: No forgiveness
Years 5-9: 25%	Years 5-9: 25%
Years 10-14: 25%	Years 10-14: 25%
Year 15: 50%	Years 15-19: 25%
	Year 20: 25%

- 5. Repayment: Not required as long as the development is not in default of any program terms.
- 6. Default: As defined in the applicable mortgage and note or deed restriction, recapture of the outstanding loan balance of SHIP funds invested is required upon default. A default is the sale, transfer or conveyance of the property prior to term expiration; conversion to a non-approved use; failure to maintain standards for compliance as required by funding sources, including income eligibility of tenants and rents limits. The sale of properties assisted with SHIP funds shall require approval of the Board of County Commissioners and shall be acceptable (without repayment) only if the subsequent owner(s) agree to meet any remaining rental, occupancy and affordability obligations established in the development agreement, mortgage and note.
- f. Recipient/Tenant Selection Criteria: Tenants will be assisted on a first qualified, first served basis.
- g. Sponsor/Sub-recipient Selection Criteria: Funding under this strategy will be awarded through a competitive Request for Proposals (RFP) process. Priority may be given to developments that serve Very Low Income households and/or targeted populations such as homeless persons, veterans, elderly households, or special needs households as defined in Section I(U) of this Plan.

*CHDO sponsored "set-aside" rental project(s) co-funded with local HUD HOME funds will be undertaken in partnership with an eligible, locally designated CHDO. CHDO project selection criteria shall include the



following at a minimum, as applicable:

1. agency must be a locally designated CHDO and a 501(c)3 non-profit;
2. agency's previous rental development experience (agency staff);
3. conformity with Escambia Consortium Consolidated Plan goal(s) for rental housing;
4. total (aggregate) cost per unit all funding sources;
5. subsidy level per unit and SHIP cost per unit;
6. ratio of private funds to public funds;
7. ratio of other funds to SHIP funds;
8. compliance with preservation or new construction preference;
9. rental development bedroom size mix;
10. percentage of units targeted to families below 30% or 50% of Area Median Income;
11. commitment to use green building technologies, energy efficiency measures, and/or use of recycled building materials or components in the construction, repair, or preservation of housing units;
12. proposed development site located in a designated Community Redevelopment Area (CRA) or other targeted area;
13. target date for Project commitment and completion;
14. documentation of the agency's employment or planned employment of individuals through the Welfare Transition Program shall result in a priority for award of SHIP funds assuming the agency demonstrates the capacity to implement the subject SHIP activity.

*Non-CHDO (non-profit and/or for profit) projects will be accepted through an RFP process and will be evaluated at the time of submission to maximize the potential for integration of resources (FHFC, HUD, RD, etc.). Project selection criteria at a minimum will include:

1. experience in development of affordable rental housing;
2. proof of financial capacity for development of units and sufficient cash flow to maintain operation of the units for affordable housing;
3. site control (or contract for sale);
4. ability to proceed;
5. management capacity of affordable rental housing and targeted population if part of the RFP;
6. leveraging ability;
7. commitment to use green building technologies, energy efficiency measures, and/or use of recycled building materials or components in the construction, repair or preservation of housing units;
8. services/amenities to be offered at the units; and
9. percentage of units targeted to families below 30% or 50% of Area Median Income

As applicable, proposals from nonprofit sponsors or for-profit sponsors will be evaluated by the County and City Housing staff, or a committee comprised of County and City representatives, to determine the agency or organization that will implement the strategy. Final selection and contract approval will be provided by the County Commission.

h. Additional Information:

1. Funds may be used to support costs directly associated with project development, including architectural and engineering costs, appraisals, permitting fees as well as land acquisitions and construction expenses.
2. Funding is intended to be used as gap financing for the development. However, in cases where the



proposed development is 50 units or less, the County may decide to provide a larger amount of funding if the developer is providing units specifically for special needs, homeless, or Very Low Income households.

F. DISASTER MITIGATION ASSISTANCE	Code: 5, 16
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a. Summary: SHIP funds may be used in all areas of Escambia County and the City of Pensacola to provide assistance to families in the aftermath of a "disaster as declared by President or Governor issued Executive Order(s)". Generally, such needs shall include such items as: purchase of emergency supplies for eligible homeowners to weatherproof damaged homes; interim repairs to avoid further damage to the homes of eligible families; tree and debris removal required to make individual housing units habitable by the eligible family; payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies; security deposit for eligible recipients that have been displaced from their homes due to disaster; rental assistance for eligible recipients that have been displaced from their homes due to disaster; strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster; and other activities as proposed by the County/City and approved by Florida Housing Finance Corporation. This strategy will utilize funds not yet encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very Low, Low, and Moderate
- d. Maximum award: \$15,000 (insurance deductible not to exceed \$3,000 included within the maximum award)
- e. Terms :
 - 1. Repayment loan/deferred loan/grant: Grant
 - 2. Interest Rate: Not Applicable
 - 3. Years in loan term: Not Applicable
 - 4. Forgiveness: Not Applicable
 - 5. Repayment: Not Applicable
 - 6. Default: Not Applicable
- f. Recipient/Tenant Selection Criteria: Assistance provided on a first qualified, first served basis following the declaration of the disaster. Priority may be given to households with special needs, Low and Very Low Income households, and households that qualify as elderly as defined in 420.503, F.S.

 Owner occupant applicants must have homestead exemption, property taxes current, mortgage and property insurance (if present) current, and with no outstanding liens or judgments owed to the County or City. Rental applicants may not have outstanding liens or judgments owed to the County or City.
- g. Sponsor Selection Criteria: Given the emergency nature of this activity, a sponsor may be used for implementation of this strategy where assistance may not be carried out by County or City staff. Funding under this strategy will be awarded through a competitive Request for Proposals (RFP) process.



h. Additional Information:

1. This strategy may be leveraged with other federal, state, or local funding as well as volunteer labor.
2. In the event of a "presidentially or state declared disaster," up to 25% of the available Escambia/Pensacola SHIP Program funds may be immediately utilized to meet emergency housing repair and recovery needs of SHIP eligible families. In the event of such an occurrence, the County shall notify the Florida Housing Finance Corporation (FHFC) of such action by written letter, facsimile, or e-mail within 15 days of the date of the disaster declaration.
3. No duplication of benefits may be provided. Applicants must provide proof of assistance received from insurance, FEMA, or other resources. Insurance proceeds must be used before SHIP funds, except for payment of insurance deductible.
4. Assistance to owner occupants provided only on primary residences.
5. Rental assistance may be provided for up to twelve months after the disaster declaration made by Executive Order. SHIP funds may not be used to pay for rental arrears.
6. SHIP funds under this activity will generally be paid directly to contractors, landlords or their agents, insurance companies, etc. However, emergency funds may be provided directly to the applicant for some emergency disaster related expenses, such as the reimbursement of tarps, emergency tree and debris removal, and other temporary measures to avoid further damage to the property.

G. RENTAL ASSISTANCE

Code: 13, 23, 26

a. Summary: Funds will be awarded to renters that are in need of assistance with obtaining a lease on a rental unit. This may include utility deposits, security deposits, and eviction prevention up to three months' rent. For households that are Very Low Income and have one adult with special needs according to 420.0004 (13) or that are homeless as defined in 420.621 at time of application, rent equal to no more than twelve months' rent assistance is eligible.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very Low and Low
- d. Maximum award: \$7,500 (\$2,500 max for security/utility deposits and/or eviction prevention; \$5,000 max for rental assistance); \$14,500 for special needs homelessness prevention (\$2,500 max for security/utility deposits; \$12,000 max for rental assistance)
- e. Terms:
 1. Repayment loan/deferred loan/grant: Grant
 2. Interest Rate: Not Applicable
 3. Years in loan term: Not Applicable
 4. Forgiveness: Not Applicable
 5. Repayment: Not Applicable
 6. Default: Not Applicable
- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Very Low Income applicants, Special Needs Households, and Homeless Households. Rental Assistance is only available to Very Low Income special needs or homeless



households as defined in this plan. Security and utility deposits and eviction prevention is available to Low Income households.

- g. Sponsor Selection Criteria: Sponsors will be selected to administer the Rental Assistance Program. Criteria for sponsor organization selection will include:
 - 1. Past experience working with target population;
 - 2. Past experience administering rental assistance programs; and,
 - 3. Participation in Continuum of Care Coordinated Entry system (for homeless)
- h. Additional Information: Applicants may be referred to the County through supportive services or other community-based organizations. Funds to be paid directly to landlord or utility company.



III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

Escambia County: The County is continually reassessing the permitting function to improve permit processing efficiency and reduce the time required for issuing residential permits. The Building Services and Development Services Departments will take actions necessary to expedite and/or avoid delay of affordable housing developments which incorporate financing via Federal, State or designated local affordable housing programs or initiatives. Such developments will be given review priority in accordance with provisions of the Housing Element of the Escambia County Comprehensive Plan. The current permitting review process for single family homes or duplexes in established/platted, properly zoned subdivisions shall be generally retained as this process provides a permit turnaround time of less than four days. Permit applications inquire whether the development is receiving affordable housing funding.

City of Pensacola: Expedited processing of permits includes development orders and development permits including building permits, zoning permits, subdivision approval, rezoning, certification, special exception or variance approvals. The City's process is on online centralized process. The present system provides excellent expedited central "one-stop" process for affordable housing projects located within the City. The application provides an applicant the opportunity to note if the project is being supported with affordable housing funding. The City will provide for priority processing of affordable housing applications in the event a backlog is experienced.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

The Affordable Housing Advisory Committee as appointed by the Board of County Commissioners and the City Council is directed to review local government policies and procedures that may impact affordable housing costs negatively and provide reports annually. The AHAC is staffed by County and City Housing staff. Additionally, each local government also provides ongoing reviews as follows:



Escambia County: The County Comprehensive Plan Housing Element stipulates the County's commitment to review all policies, rules, procedures, regulations, ordinances, and similar provisions to ensure that potential impacts upon housing affordability are identified prior to adoption, and that the adopting entity is advised of the potential impacts upon housing affordability for consideration during the review and adoption process. Reviews are completed as required based upon ordinances and policies that are presented for consideration by the Board of County Commissioners. Such review and commentary are administratively handled through the Escambia County Neighborhood & Human Services Department and the Development Services Department, which incorporates input as needed by local housing and community development professionals.

City of Pensacola: The Land Development Code has been reviewed and revised in a manner that makes affordable housing development viable. Continued periodic reviews will examine eliminating excessive requirements that limit affordable housing development. Such review and commentary are administratively handled through the City's Planning Services with input as needed by local housing and community development professionals.

C. Other Incentive Strategies Adopted:

1. THE MODIFICATION OF IMPACT FEE REQUIREMENTS, INCLUDING REDUCTION OF WAIVER OF FEES AND ALTERNATIVE METHODS OF FEE PAYMENT FOR AFFORDABLE HOUSING.

Escambia County and the City of Pensacola do not have impact fee requirements.

City of Pensacola: The City's Lien Release Policy for Affordable Housing Infill Projects (1/10/11) provides for waiver of liens for affordable infill projects.

2. THE ALLOWANCE OF FLEXIBILITY IN DENSITIES FOR AFFORDABLE HOUSING

City of Pensacola: The City's Comprehensive Plan and Land Development Code allows for density flexibility generally through the Special Planned Development process.

A complete copy of both Escambia County and the City of Pensacola's Affordable Housing Incentive Strategies and the 2021 Report are on record with Florida Housing Finance Corporation and the Florida Housing Coalition, and are available on respective County and City websites or may be requested electronically from: ned@myescambia.com or mwhitaker@cityofpensacola.com.



IV. EXHIBITS:

Required

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.

Optional

- F. Ordinance: (If changed from the original creating ordinance).
- G. Interlocal Agreement (Required if applicable).
- H. Other Documents Incorporated by Reference.

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2022-2023												
Name of Local Government: Escambia County / City of Pensacola												
Estimated Funds (Anticipated allocation only):												
		\$	2,157,133									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Without Construction	Construction	Total	Units
	Homeownership											
2	Purchase Assistance	Yes	4	\$25,000	12	\$15,000	25	\$10,000	\$0.00	\$530,000.00	\$530,000.00	41
4	Demolition / Reconstruction	Yes	2	\$130,000		\$130,000			\$0.00	\$260,000.00	\$260,000.00	2
3, 6	Owner Occupied Rehabilitation (OOR)	Yes	5	\$60,000	5	\$60,000			\$0.00	\$600,000.00	\$600,000.00	10
3	OOR - Exterior Accessibility	Yes	9	\$5,000					\$0.00	\$45,000.00	\$45,000.00	9
10	New Construction	Yes	2	\$30,000	2	\$30,000	2	\$20,000	\$0.00	\$160,000.00	\$160,000.00	6
5	Disaster Mitigation Assistance	Yes		\$15,000		\$15,000		\$15,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
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									\$0.00			

Estimated Funds (Anticipated allocation only):												\$	2,152,133	
Code	Strategies		Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Construction	Without Construction	Total	Units		
	Homeownership													
2	Purchase Assistance		Yes	4	\$25,000	12	\$15,000	25	\$530,000.00	\$0.00	\$530,000.00	41		
4	Demolition / Reconstruction		Yes	2	\$130,000		\$130,000		\$260,000.00	\$0.00	\$260,000.00	2		
3, 6	Owner Occupied Rehabilitation (OOR)		Yes	5	\$60,000	5	\$60,000		\$600,000.00	\$0.00	\$600,000.00	10		
3	OOR - Exterior Accessibility		Yes	9	\$5,000				\$45,000.00	\$0.00	\$45,000.00	9		
10	New Construction		Yes	2	\$30,000	2	\$30,000	2	\$160,000.00	\$0.00	\$160,000.00	6		
5	Disaster Mitigation Assistance		Yes		\$15,000		\$15,000		\$0.00	\$0.00	\$0.00	0		
									\$0.00	\$0.00	\$0.00	0		
									\$0.00	\$0.00	\$0.00	0		
									\$0.00	\$0.00	\$0.00	0		
									\$0.00	\$0.00	\$0.00	0		
									\$0.00	\$0.00	\$0.00	0		
	Total Homeownership			22		19		27	\$1,595,000.00	\$0.00	\$1,595,000.00	68		
Purchase Price Limits:				New	\$	Existing	\$							

[illegible]

Percentage Construction/Rehab (75% requirement)	81.5%	OK
Homeownership % (65% requirement)	74.1%	OK
Rental Restriction (25%)	15.5%	OK
Very-Low Income (30% requirement)	\$ 990,000	OK
Low Income (30% requirement)	\$ 577,500	OK
Moderate Income	\$ 290,000	13.5%

FLORIDA HOUSING FINANCE CORPORATION													
HOUSING DELIVERY GOALS CHART													
2024-2025													
Name of Local Government:			Escambia County / City of Pensacola										
Estimated Funds (Anticipated allocation only):			\$	2,152,133									
Code	Strategies		Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
	Homeownership												
2	Purchase Assistance		Yes	4	\$25,000	12	\$15,000	25	\$10,000	\$530,000.00	\$0.00	\$530,000.00	41
4	Demolition / Reconstruction		Yes	2	\$130,000		\$130,000			\$260,000.00	\$0.00	\$260,000.00	2
3, 6	Owner Occupied Rehabilitation (OOR)		Yes	5	\$60,000	5	\$60,000			\$600,000.00	\$0.00	\$600,000.00	10
3	OOR - Exterior Accessibility		Yes	9	\$5,000					\$45,000.00	\$0.00	\$45,000.00	9
10	New Construction		Yes	2	\$30,000	2	\$30,000	2	\$20,000	\$160,000.00	\$0.00	\$160,000.00	6
5	Disaster Mitigation Assistance		Yes		\$15,000		\$15,000		\$15,000	\$0.00	\$0.00	\$0.00	0
										\$0.00	\$0.00	\$0.00	0
										\$0.00	\$0.00	\$0.00	0
										\$0.00	\$0.00	\$0.00	0
										\$0.00	\$0.00	\$0.00	0
Total Homeownership				22		19		27		\$1,595,000.00	\$0.00	\$1,595,000.00	68
Purchase Price Limits:				New	\$	311,980	Existing	\$	311,980				

[illegible]

Percentage Construction/Rehab (75% requirement)	81.5%	OK
Homeownership % (65% requirement)	74.1%	OK
Rental Restriction (25%)	15.9%	OK
Very-Low Income (30% requirement)	\$ 990,000	46.0%
Low Income (30% requirement)	\$ 577,500	26.8%
Moderate Income	\$ 290,000	13.5%



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00304

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PENSACOLA ENERGY - AWARD OF CONTRACT FOR ITB #22-025 PALAFOX STREET CNG FUELING STATION EXPANSION

RECOMMENDATION:

That City Council award a contract for ITB #22-025 Palafox Street CNG Fueling Station Expansion to Zeit Energy, LLC of Irving, TX, the lowest and most responsible bidder, with a base bid of \$472,777 plus a 10% contingency of \$47,278 for a total of \$520,055. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola Energy operates a CNG Fueling Station adjacent to the City Garage with 14 fueling spaces for the Sanitation CNG fleet. To accommodate growth in the CNG fleet, equipment was purchased to increase station compressor capacity. Pensacola Energy solicited for and received bids for the construction work associated with the new compressor installation plus the addition of 16 fueling spaces for Sanitation vehicle fueling.

PRIOR ACTION:

None.

FUNDING:

Funding provided through Supplemental Budget Resolution No. 2022-039.

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the funds for the purchases.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/25/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator, Administration & Enterprise

Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

1) ITB-22-025 Tabulation of Bids

2) ITB-22-025 Final Vendor Reference List.pdf

PRESENTATION: No

TABULATION OF BIDS

BID NO: 22-025

TITLE: PALAFOX STREET CNG FUELING STATION EXPANSION

SUBMITTALS DUE: February 23, 2022, 2:30 P.M. DEPARTMENT: Pensacola Energy	ZEIT ENERGY, LLC. Irving, TX	BIGGS CONSTRUCTION COMPANY, INC. Pensacola, FL
Base Bid	\$472,777.00	\$495,735.00
M/S/WBE	N/A	SBE

Submittal Due Date: 02/23/22

Bid No.: 22-025

**FINAL VENDOR REFERENCE LIST
PALAFOX STREET CNG FUELING STATION EXPANSION
PENSACOLA ENERGY**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
071244	ADSYNC TECHNOLOGIES, INC	201 SOUTH F STREET	PENSACOLA	FL	32502	Y
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
081043	BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	
038068	BIGGS CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
065158	BOSS LADY CONCRETE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
081890	CGRS, INC.	1301 ACADEMY COURT	FORT COLLINS	CO	80524	
042045	CHAUVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
066704	CYBER 1 SYSTEMS LLC	3245 W FAIRFIELD DRIVE	PENSACOLA	FL	32505	Y
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
075611	ELITE RETAIL	111 BEVERLY PARKWAY STE B	PENSACOLA	FL	32505	
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
083220	FASTECH	7050 VILLAGE DRIVE, STE D	BUENA PARK	CA	90621	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
062339	GQS ENTERPRISE LLC	833 HORSEMEN'S PATH	CANTONMENT	FL	32533	Y

Submittal Due Date: 02/23/22

Bid No.: 22-025

**FINAL VENDOR REFERENCE LIST
PALAFOX STREET CNG FUELING STATION EXPANSION
PENSACOLA ENERGY**

Vendor	Name	Address	City	St	Zip Code	SMWBE
074076	GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
079562	J GREEN CONSTRUCTION SVCS INC	1206 NORTH PALAFOX STREET	PENSACOLA	FL	32501	
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	
082548	JOHNSON ELECTRIC	5717 NORTH W STREET	PENSACOLA	FL	32505	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRLMANN ST	PENSACOLA	FL	32507	
061665	JOY GORDON CONSTRUCTION LLC	3178 GATEWAY LANE UNIT A	CANTONMENT	FL	32533	Y
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
039164	LOFTIS MARINE DIVISION INC	7150 CLEARWOOD ROAD	PENSACOLA	FL	32526	Y
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
062549	MCCORMICK, FRANK DBA MCCORMICK CONST & MGMT LLC	1153 LIONSGATE LANE	GULF BREEZE	FL	32563	
070661	MCDELT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
060078	MCGARVEY ENTERPRISES NWFL	7128 CHAPEL STREET	PENSACOLA	FL	32504	Y
057159	METROPOWER INC	1306 EAST CERVANTES ST	PENSACOLA	FL	32501	
073522	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
058953	PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	Y
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
057077	PAYNE,JEREMY JOEL DBA CUT-IN-UP	8917 BURNING TREE RD	PENSACOLA	FL	32514	
070765	PEN GULF INC	PO BOX 12916	PENSACOLA	FL	32591	Y

Submittal Due Date: 02/23/22

Bid No.: 22-025

**FINAL VENDOR REFERENCE LIST
PALAFOX STREET CNG FUELING STATION EXPANSION
PENSACOLA ENERGY**

Vendor	Name	Address	City	St	Zip Code	SMWBE
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	Y
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
068488	PRO CONSTRUCTION LLC DBA COMPLETE DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
032618	QUALITY CABLE & FIBER SERVICES MANAGEMENT GROUP INC	3326 NORTH W ST	PENSACOLA	FL	32505	
021834	R & L PRODUCTS INC	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
069116	RJH & ASSOCIATES INC	215 GRAND BLVD STE 102	MIRAMAR BCH	FL	32550	Y
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	9790 ROBERSON WAY	MILTON	FL	32570	Y
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
081668	SEAY SEAY AND LITCHFIELD PC	13 PALAFOX PLACE SUITE 200	PENSACOLA	FL	32502	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
083219	SNC LAVALIN	1141 JACKSON AVE	CHIPLEY	FL	32428	
024992	SNELGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
083218	SOUTHEASTERN CONSTRUCTION	1150 PEBBLEDAL ROAD	MULBERRY	FL	33860	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
057076	SUNRISE CONTRACTING SVCS INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y
055552	T R C LANDSCAPING	4737 KITTY HAWK CIRCLE	GULF BREEZE	FL	32563	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEES RD	MILTON	FL	32583	Y
081891	TRUSTAR ENERGY	ONE N. LEXINGTON AVE	WHITE PLAINS	NY	10601	
069066	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	Y
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y
057040	ZEIT ENERGY	1024 LUKE STREET	IRVING	TX	75061	

Vendors: 117



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-039

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-039 - PENSACOLA ENERGY - FUNDING FOR CONSTRUCTION OF PALAFOX CNG FUELING STATION EXPANSION ASSOCIATED WITH AWARD OF BID #22-025

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-039.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola Energy operates a CNG Fueling Station adjacent to the City Garage with 14 fueling spaces for the Sanitation CNG fleet. To accommodate growth in the CNG fleet, equipment was purchased to increase station compressor capacity. Pensacola Energy solicited for and received bids for the construction work associated with the new compressor installation plus the addition of 16 fueling spaces for Sanitation vehicle fueling. Pensacola Energy requests the appropriation of funds for the completion of this work.

Zeit Energy, LLC Proposal \$ 472,800

PRIOR ACTION:

Award of Bid #22-025 to Zeit Energy, LLC

FUNDING:

N/A

FINANCIAL IMPACT:

Construction funds were budgeted in Fiscal Year 2021 and due to delays in equipment and station design, work will occur in Fiscal Year 2022. Adoption of the supplemental budget resolution will appropriate the funds for the work.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/23/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator, Administration & Enterprise

Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-039
- 2) Supplemental Budget Explanation No. 2022-039

PRESENTATION: No

**RESOLUTION
NO. 2022-039**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GAS UTILITY FUND

Fund Balance		427,800
As Reads	Capital Outlay	1,775,040
Amended		
To Read:	Capital Outlay	2,202,840

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA ENERGY PALAFOX ST. CNG FUELING STATION - RES NO. 2022-039**

FUND	AMOUNT	DESCRIPTION
GAS UTILITY FUND		
Fund Balance	<u>427,800</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	427,800	Increase appropriation for Capital Outlay
Total Appropriations	<u>427,800</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-040

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-040 - PENSACOLA ENERGY - ACQUISITION OF NATURAL GAS UTILITY METERS AND REMOTE TRANSMITTERS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-040.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Due to supply chain impacts, Pensacola Energy requests authorization for the early purchase of natural gas meters and remote transmitters. These items are scheduled for purchase each year and, since there is a significant timeline delay in the industry, it is necessary to appropriate them now for delivery in Fiscal Year 2023. Below is a list of the meter and meter related purchases:

Residential Meters, quantity 5000	\$ 529,700
Sensus 100GM-A Smartpoints	\$ 473,250
	\$1,002,950

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

Due to the nature of ordering meters and meter parts and the timeline associated with receipt, it is

necessary to appropriate for these purchases now so that they will be received during Fiscal Year 2023. Adoption of the supplemental budget resolution will appropriate the funds for the purchases.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/23/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator, Administration & Enterprise

Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-040
- 2) Supplemental Budget Explanation No. 2022-040

PRESENTATION: No

**RESOLUTION
NO. 2022-040**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GAS UTILITY FUND

Fund Balance		1,002,950
As Reads	Operating Expenses	27,147,029
Amended		
To Read:	Operating Expenses	28,149,979

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA ENERGY GAS METERS & REMOTES - RES NO. 2022-040**

FUND	AMOUNT	DESCRIPTION
GAS UTILITY FUND		
Fund Balance	<u>1,002,950</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	1,002,950	Increase appropriation for Operating Expenses
Total Appropriations	<u>1,002,950</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-041

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-041 - PENSACOLA ENERGY - ADDITIONAL FUNDING FOR BUDGETED NATURAL GAS COST

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-041.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola Energy's budget for purchasing natural gas is being impacted by two trends. First, the federal Energy Information Administration (EIA) forecast that rising exports will continue to elevate natural gas prices this year. Second, PE is experiencing a positive trend in customer growth and increased sales, mainly due to the addition of a large industrial customer. PE and Finance have evaluated the associated impact and have determined the need for additional funding to cover natural gas costs for Fiscal Year 2022.

Estimated Gas Cost Increase \$16,800,600

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

The cost of natural gas is recouped through PE's rates and charges. Therefore, appropriations to the

Gas Utility Inventory of Stores for Resale in Pensacola Energy's budget resolution is offset by the same increase in revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2022.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/23/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator, Administration & Enterprise

Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-041
- 2) Supplemental Budget Explanation No. 2022-041

PRESENTATION: No

**RESOLUTION
NO. 2022-041**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GAS UTILITY FUND

As Reads	Residential User Fees	21,898,700
Amended		
To Read:	Residential User Fees	27,243,100
As Reads	Commercial User Fees	12,616,600
Amended		
To Read:	Commercial User Fees	15,653,800
As Reads	Industrial User Fees	2,993,400
Amended		
To Read:	Industrial User Fees	3,714,000
As Reads	Transportation Fees	5,505,591
Amended		
To Read:	Transportation Fees	13,203,991
As Reads	Operating Expenses	28,149,979
Amended		
To Read:	Operating Expenses	44,950,579

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA ENERGY GAS COST - RES NO. 2022-041**

FUND	AMOUNT	DESCRIPTION
GAS UTILITY FUND		
Estimated Revenues		
Residential User Fees	5,344,400	Increase estimated revenue from Residential User Fees
Commercial User Fees	3,037,200	Increase estimated revenue from Commercial User Fees
Industrial User Fees	720,600	Increase estimated revenue from Industrial User Fees
Transportation Fees	7,698,400	Increase estimated revenue from Transportation Fees
Total Revenues	<u>16,800,600</u>	
Appropriations		
Operating Expenses	16,800,600	Increase appropriation for Operating Expenses
Total Appropriations	<u>16,800,600</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-22

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Casey Jones

SUBJECT:

PROPOSED ORDINANCE NO. 16-22 - CREATING CHAPTER 7-12 OF THE CITY CODE - REQUIREMENTS FOR BOOTING A VEHICLE

RECOMMENDATION:

That City Council adopt Revised Proposed Ordinance No. 16-22 on second reading:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In an effort to enforce compliance with parking regulations, parking lot and garage owners will implement a "boot" for those vehicles in violation.

A boot is a lockable road wheel clamp or similar vehicle immobilization device that is designated to immobilize a parked vehicle and prevent its movement until the device is unlocked or removed.

This proposed ordinance clearly describes what is permissible regarding booting, to ensure that the general public is aware via pre-notice of parking exactly what the booting process is, where it can occur and demonstrating that there is a clear process with accountability to private parking lots if the ordinance is not followed.

The revised proposed ordinance eliminates the need to maintain a place of business.

The goal of the ordinance is to protect visitors who engage in the parking process that they are not taken advantage of or park unaware of possible consequences.

PRIOR ACTION:

March 24, 2022 - City Council approved Proposed Ordinance No. 16-22 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Revised Proposed Ordinance No. 16-22
- 2) Proposed Ordinance No. 16-22 (as approved on first reading)

PRESENTATION: No

PROPOSED
ORDINANCE NO. 16-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-12-1 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

_____ Sec. 7-12-1. – Definitions.

_____ *Boot* shall mean a lockable road wheel clamp or similar vehicle immobilization device that is designed to immobilize a parked vehicle and prevent its movement until the device is unlocked or removed.

_____ *City* shall mean the City of Pensacola.

_____ *Immobilize* shall mean to place a boot on a parked vehicle to prevent the operation of the vehicle until the boot is unlocked and removed. The term includes any installment, adjustment, or removal of a boot.

_____ *Motor vehicle* shall mean an automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power.

_____ *Parking facility authorized agent* shall mean an employee or agent of a parking facility owner with the authority to:

- (3) authorize the removal of a vehicle from the parking facility on behalf of the parking facility owner; and

(b) accept service on behalf of the parking facility owner of a notice of hearing requested under this chapter.

Parking facility owner shall mean an individual, corporation, partnership, limited partnership, limited liability company, association, trust, or other legal entity owning or operating a parking facility.

Parking lot shall mean private property that is used, wholly or in part, for restricted or paid motor vehicle parking.

Unauthorized vehicle shall mean a vehicle that is parked, stored, or located on a parking lot, in a restricted space on a parking lot, without having paid the parking fee required by the parking lot owner for parking on the parking lot, or without permission from the parking lot owner to use the restricted space on the parking lot.

Vehicle immobilization company shall mean any business that provides booting service as part of its operations, to include immobilizing an unauthorized vehicle on a parking lot.

Vehicle immobilization operator shall mean any individual who installs, affixes, places, adjusts, or removes a boot on or from a vehicle in a parking lot.

Vehicle owner shall mean the actual owner of the vehicle booted or any driver of the vehicle who reasonably appears to have authority to operate the vehicle.

SECTION 2. Section 7-12-2 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-2. – Occupational business license required.

Every vehicle immobilization company or vehicle immobilization operator must obtain an occupational business license pursuant to Chapter 7-2 Local Business Taxes, of the Code of Ordinances of the City of Pensacola.

SECTION 3. Section 7-12-3 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-3. – Vehicles parked on private property; booting.

Except as otherwise limited herein, a private property owner may cause any vehicle parked on his/her/its property without permission to be booted by a person or business licensed pursuant to the requirements of this chapter without the permission or authority from the vehicle owner or duly authorized driver of the vehicle and avoid liability for the costs of such booting, provided that the following requirements are satisfied:

- (a) The vehicle is unlawfully parked at a location where signage gives such notice, in the form specified herein ("Notice Sign"), which shall be prominently posted on the property on which the vehicle is booted on each side of each driveway access or curb cut allowing vehicle access to the property and of each entrance to a parking structure serving a property, if any. The notice sign shall be permanently installed, oriented for drivers, with the bottom of the sign not less than four (4) feet above ground level, the top of the sign not more than six (6) feet above ground level, and shall be continuously maintained on the property for not fewer than twenty-four (24) hours before the towing or removal of vehicles. Additional notice signs shall be posted in the corresponding parking lot and/or parking garage at regular intervals throughout said parking lot and/or parking garage with minimum separation between signs not to exceed fifty (50) feet.
- (b) The vehicle is not occupied by a person or animal;
- (c) The vehicle may not be a police, fire fighting, rescue squad, ambulance or other emergency vehicle marked as such;
- (d) Any property engaged in the booting of vehicles shall have a designated employee, representative, or security personnel on site and/or immediately available by phone at all times, with the location and/or telephone posted as specified above.
- (e) Immediately after a vehicle is booted, the person booting such vehicle, the owner of the property where such vehicle was booted, or an employee or agent of such person or owner, shall affix to the front windshield of the booted vehicle notice measuring eight and one-half by eleven inches containing a warning that any attempt to move the vehicle may result in damage to the vehicle and stating the name and business address of the person who booted such vehicles, as well as a business telephone number which will immediately facilitate the dispatch of personnel responsible for removing the boot.
- (f) No release or waiver of any kind purporting to limit or avoid liability for damages to a vehicle or reasonable attorney's fees incurred by the vehicle owner that has been booted shall be valid. In addition, any person who booted a vehicle, or other person authorized to accept payment of any charges for such booting, shall provide a signed receipt to the individual paying the booting charges at the time such charges are paid. Such receipt shall state the name, business address, and business telephone number of the person or company who has booted such vehicle, and such receipt shall include a telephone number of the office within the City of Pensacola 311 system "Pensacola 311" as the City Department responsible for receiving complaints with respect to booting.

- (g) No charge shall be imposed for the booting of a vehicle unless and until the requirements of this section have been met, and any such unlawful charge shall be reimbursed by any person found to have violated this section.
- (h) Any person who has booted a vehicle shall release such vehicle as soon as practical, but not to exceed thirty (30) minutes after receiving a request for such vehicle's release; provided, however, that payment of any charge for booting is made at or prior to the time of such vehicle's release. The owner or person in control of a vehicle which has been booted shall be permitted to pay any charge for booting at the location where such vehicle was booted and the person receiving payment for booting services shall accept payment for charges from the owner or duly authorized representative that must include but is not limited to cash, debit card, and credit card.
- (i) A booted vehicle shall not remain immobilized on private property for more than twenty-four (24) hours. After such period of time has expired, the vehicle shall be released from the boot and may be towed or removed pursuant to this article, and no fee shall be assessed for release of the booting device.
- (j) A person may not charge more than the maximum fee established by resolution by the City Council.
- (k) The receipt, rebate, or repayment of money or any other valuable consideration directly or indirectly from the individual or firm booting vehicles to the owners or operators of the premises from which the vehicles are booted, for the privilege of or the actual booting of those vehicles, is prohibited.
- (l) Each person who performs booting must enter into a written contract with every owner of private property that authorizes the person to boot vehicles on their property. Each contract that is in effect or that was terminated within the previous twelve (12) months must be kept on file by the parking facility authorized agent or owner, as well as the vehicle immobilization company or vehicle immobilization operator. Any code enforcement officer, law enforcement officer, and the owner of the vehicle that was booted may inspect and copy such contract during business hours.
- (m) Any person who improperly causes a vehicle to be booted shall be liable to the vehicle owner or his authorized representative for the cost of the services provided, any damages resulting from the booting, the booting release fee and reasonable attorney's fees made necessary to obtain the release of the vehicle, if any.

- (n) The business providing the booting service shall first obtain and maintain a current and valid license issued by the City pursuant to Chapter 7-2 of this Code.
- (o) The individual person who is employed to perform the booting service has first obtained and maintains a permit issued by the City in accordance with Chapter 7-2 of this code.
- (p) The business providing the booting service carries a minimum of at least twenty-five thousand (\$25,000.00) in liability insurance which will cover any damage to the vehicle.
- (q) Persons who provide services pursuant to this section shall maintain a place of business. The place of business shall have a sign that clearly and conspicuously identifies the business to the public.
- (r) Towing of any vehicle pursuant to this section must be done in accordance with existing Florida Statute laws and the Code of the City of Pensacola.

SECTION 4. Section 7-12-4 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-4. - Sign - Notice Requirement.

The text of the notice signs shall clearly display, in reflective letters on a contrasting background or lit by flood lighting, the following information:

- (1) In letters not less than four (4) inches high, the words "booting zone";
- (2) In letters at least two (2) inches high, notice that private property is being entered, providing the development name or property address, and advising that parking is private;
- (3) In letters at least two (2) inches high, notice that unauthorized vehicles will be booted or towed away at the owner's expense;
- (4) In letters at least two (2) inches high, the days of the week and hours of the day during which vehicles will be booted;
- (5) In letters at least one (1) inch high, the fee to unboot the vehicle;
- (6) In letters at least one (1) inch high, the name and address of the person performing the booting service;
- (7) In letters at least two (2) inches high, the 24-hour a day telephone number to call and the 24-hour on-site location (if applicable) where a person can go to request the immediate unbooting of the vehicle; and
- (8) In letters at least three-fourths of an inch high, PROPERTY REPRESENTATIVE: (insert on-property location or current telephone number).

The property owner shall provide access to the mayor or designee in order to inspect the required signs on premises where booting is used to enforce parking restrictions.

The notice sign shall read substantially as follows (with the designated information to be inserted at the indicated spaces):

BOOTING ZONE; ENTERING PRIVATE PROPERTY. PARKING PERMITTED FOR (insert name of property owner) CUSTOMERS ONLY. IF YOU PARK YOUR VEHICLE AND LEAVE THE PREMISES, YOUR VEHICLE WILL BE IMMEDIATELY BOOTED SUBJECT TO A \$75.00 FEE TO RELEASE VEHICLE OR TOWED AT YOUR EXPENSE. BOOTING PERFORMED BY: (insert name, address and telephone number to call to request removal of the immobilization device); and PROPERTY REPRESENTATIVE: (insert on-property location or current telephone number)

SECTION 5. Section 7-12-5 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-5. – Maximum booting rates.

- (a) The City Council resolution shall establish maximum rates for providing booting at the request of a police agency or a property owner or authorized representative, without the prior consent of a vehicle owner or other authorized person in control of the vehicle. The rates established shall be uniform throughout the City. The maximum rates established by the City Council may be altered, revised, increased or decreased from time to time.
- (b) Persons or businesses who provide booting services shall not charge in excess of the maximum allowable rates established by the City Council. No person providing services pursuant to this section shall charge any type of fee other than the fees for which the City Council has established specific rates.

SECTION 6. Section 7-12-6 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-6. – Enforcement; penalties.

- (a) If at any time a property owner or booting contractor shall fail or refuse to comply with, or otherwise violates, any of the provisions of this section, such property owner engaging the services of the booting contractor shall be subject to prosecution under the City's code enforcement system, in accordance with Chapter 13-2 and this section.

- (b) If a code enforcement officer finds a violation of this section, the code enforcement officer shall issue a notice of violation to the violator as provided in section 13-2-5. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ten days after service of the notice of violation, and that failure to do so shall constitute an admission of the violation and waiver of the right to a hearing.
- (c) Violations shall be issued as follows:
- (1) Fines:
- | | | |
|----|--------------------------------------|----------------------|
| a. | <u>First offense:</u> | <u>\$100.00;</u> |
| b. | <u>Second offense:</u> | <u>\$250.00; and</u> |
| c. | <u>Third and subsequent offense:</u> | <u>\$500.00.</u> |
- (d) As an additional means for enforcement/collection and supplemental to above, when a notice or record of any past due penalties which became due and payable to the City after the effective date of this section is recorded in the public records of Escambia County, said notice shall constitute a special assessment lien upon all real and personal property of the contractor owing such penalties, and shall remain a lien equal in rank and dignity with the lien of ad valorem taxes and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the property involved. Such liens may be foreclosed or levied upon in the manner provided by law.
- (e) Additionally, the City may seek injunctive relief and/or follow procedures to revoke and/or suspend the occupational license where there are repeated violations of this article.

The foregoing does not preclude or otherwise limit the City and/or other law enforcement agencies from any action as necessary to assure compliance with all applicable laws.

SECTION 7. Section 7-12-7 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-7. - Citizen complaints.

The vehicle immobilization operator, vehicle immobilization company, parking facility authorized agent and parking facility owner shall respond in writing to any complaints received by the Mayor or designee concerning misconduct on the part of the contractor or its employees or agents, such as excessive charges, poor business

practices, discourteous service, damage to vehicles, or failure to give notice as required by this ordinance. The Mayor or designee shall notify contractor of any complaints within five business days from receipt of the citizen complaint. The vehicle immobilization operator, vehicle immobilization company, parking facility authorized agent and parking facility owner shall provide any additional explanation or information with respect to the particular complaint within five days upon notification. A written disposition of the complaint will be forwarded to the contractor and the citizen complainant upon completion of the investigation.

SECTION 8. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 13-22

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 13-22 on second reading:

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

HEARING REQUIRED: Public

SUMMARY:

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

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

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

Pensacola.

PRIOR ACTION:

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

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

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

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

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

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

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

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

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

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

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

March 24, 2022 - City Council voted to approve Proposed Ordinance No. 13-22 on first reading.

FUNDING:

N /A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/14/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator, Community Development

Sherry Morris, AICP, Development Services Director

Helen Gibson, AICP, CRA Manager

ATTACHMENTS:

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

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

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

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

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

(2) *Variances.*

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

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

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

(b) *Hearing of applications.*

(1) *Application procedure.*

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

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

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

(3) *Public notice requirements.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

March 8, 2022

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

MEMBERS ABSENT: Board Member Powell, Board Member Sampson

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

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

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

AGENDA:

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

New Business:

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

Call to Order / Quorum Present

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

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

to 0.

New Business –

178 N. Palafox Street – License to Use Application

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

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

Aesthetic Review – 636 E. Romana Street

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Open Forum – None.

Discussion Section 12-6-6 Protected Trees

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

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

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

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

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

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

Respectfully Submitted,

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

DRAFT

CITY CLERKS OFFICE LEGAL ADS
222 WEST MAIN ST 3RD FLOOR
PENSACOLA, FL 32502
ATTN ROBYN TICE

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in said newspaper in the issue(s) of:

4/4/2022

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second-class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of April 2022, by legal clerk who is personally known to me.

Affiant


Notary Public State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$1,304.25
Ad No: GCI0858311
Customer No: 25615500
PO#: PUBLIC NOTICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

Please be advised that Proposed Ordinance Nos. 09-22, 10-22, 11-22, 12-22, 13-22 and 16-22 were presented to the City Council of the City of Pensacola for first reading on Thursday, March 24, 2022, and will be presented for final reading and adoption on Thursday, April 14, 2022 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

Members of the public may attend the meeting in person. 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 or via live stream and/or phone as follows:
To watch the meeting live visit: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

To provide input:

- For Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput/> beginning at 3:00 P.M. until 5:30 P.M. only to indicate they wish to speak during Leroy Boyd Forum and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone.
- For agenda items, proposed ordinance items: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput/> beginning at 3:00 P.M. until that agenda item has been voted upon to indicate they wish to speak to a specific item on the agenda and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone. Any form received after an agenda item has been voted upon will not be considered.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #09-22:

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

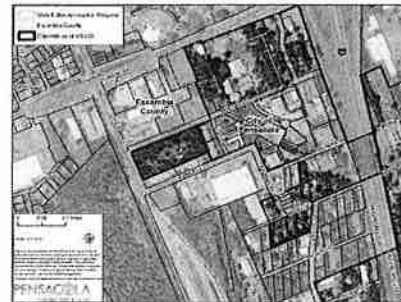
P.O. #10-22:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Baptist Hospital Owned Properties Located on Amber Street Near Sycamore Drive)



P.O. #11-22:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (315 E. Selina Street & 4908 Chaney Street)



P.O. #12-22:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Richards Memorial United Methodist Church Owned Property – Location Bounded by W. Strong Street, W. DeSoto Street, N. "U" Street, and N. "T" Street)



P.O. #13-22:

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

P.O. #16-22:

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

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy, or on-line with the agenda package on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may be physically present at the meeting to participate (as indicated above) or may attend and participate via live stream and/or phone as (as indicated above) and be heard with respect to the proposed ordinances.

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

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

CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

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ONE (1) TIME ONLY

4/4/22



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 09-22

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 09-22 on second reading.

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

HEARING REQUIRED: Public

SUMMARY:

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

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

PRIOR ACTION:

March 24, 2022 - City Council conducted a public hearing and approved Proposed Ordinance No. 09-22 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/8/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Director

ATTACHMENTS:

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

PRESENTATION: No

PROPOSED
ORDINANCE NO. 09 -22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

Sec. 12-6-6. Protected Trees.

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

(1) *Preservation incentives.*

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

REDUCTION SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

January 11, 2022

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

MEMBERS ABSENT: Board Member Van Hoose

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

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

OTHERS PRESENT: Charlie Krasnosky, Brad Carter

AGENDA:

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

Call to Order / Quorum Present

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

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

New Business –

Request for Final Plat Approval – The Landing at DeVilliers Subdivision

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

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

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

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

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

Open Forum – None.

Discussion – Tree Ordinance Discussion Item

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

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

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

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

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

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

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

to the circumstances of the adjacent area.

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

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

Respectfully Submitted,

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

CITY CLERKS OFFICE LEGAL ADS
222 WEST MAIN ST 3RD FLOOR
PENSACOLA, FL 32502
ATTN ROBYN TICE

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in said newspaper in the issue(s) of:

4/4/2022

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second-class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of April 2022, by legal clerk who is personally known to me.

Affiant


Notary Public State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$1,304.25
Ad No: GCI0858311
Customer No: 25615500
PO#: PUBLIC NOTICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

Please be advised that Proposed Ordinance Nos. 09-22, 10-22, 11-22, 12-22, 13-22 and 16-22 were presented to the City Council of the City of Pensacola for first reading on Thursday, March 24, 2022, and will be presented for final reading and adoption on Thursday, April 14, 2022 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

Members of the public may attend the meeting in person. 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 or via live stream and/or phone as follows:
To watch the meeting live visit: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

To provide input:

- For Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput/> beginning at 3:00 P.M. until 5:30 P.M. only to indicate they wish to speak during Leroy Boyd Forum and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone.
- For agenda items, proposed ordinance items: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput/> beginning at 3:00 P.M. until that agenda item has been voted upon to indicate they wish to speak to a specific item on the agenda and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone. Any form received after an agenda item has been voted upon will not be considered.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #09-22:

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

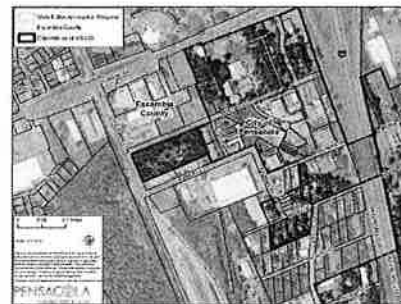
P.O. #10-22:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Baptist Hospital Owned Properties Located on Amber Street Near Sycamore Drive)



P.O. #11-22:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (315 E. Selina Street & 4908 Chaney Street)



P.O. #12-22:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Richards Memorial United Methodist Church Owned Property – Location Bounded by W. Strong Street, W. DeSoto Street, N. "U" Street, and N. "T" Street)



P.O. #13-22:

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

P.O. #16-22:

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

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy, or on-line with the agenda package on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may be physically present at the meeting to participate (as indicated above) or may attend and participate via live stream and/or phone as (as indicated above) and be heard with respect to the proposed ordinances.

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

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

CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

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ONE (1) TIME ONLY

4/4/22



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 10-22

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council adopt Proposed Ordinance No.10-22 on second reading.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

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

Florida Statute 171.044 provides that:

Voluntary annexation

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

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

PRIOR ACTION:

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

March 24, 2022 - City Council voted to approve Proposed Ordinance No. 10-22 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

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

CITY ATTORNEY REVIEW: Yes

2/24/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Department Director

ATTACHMENTS:

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

PRESENTATION: No

PROPOSED
ORDINANCE NO. 10-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

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

AND;

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

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

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

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

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




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

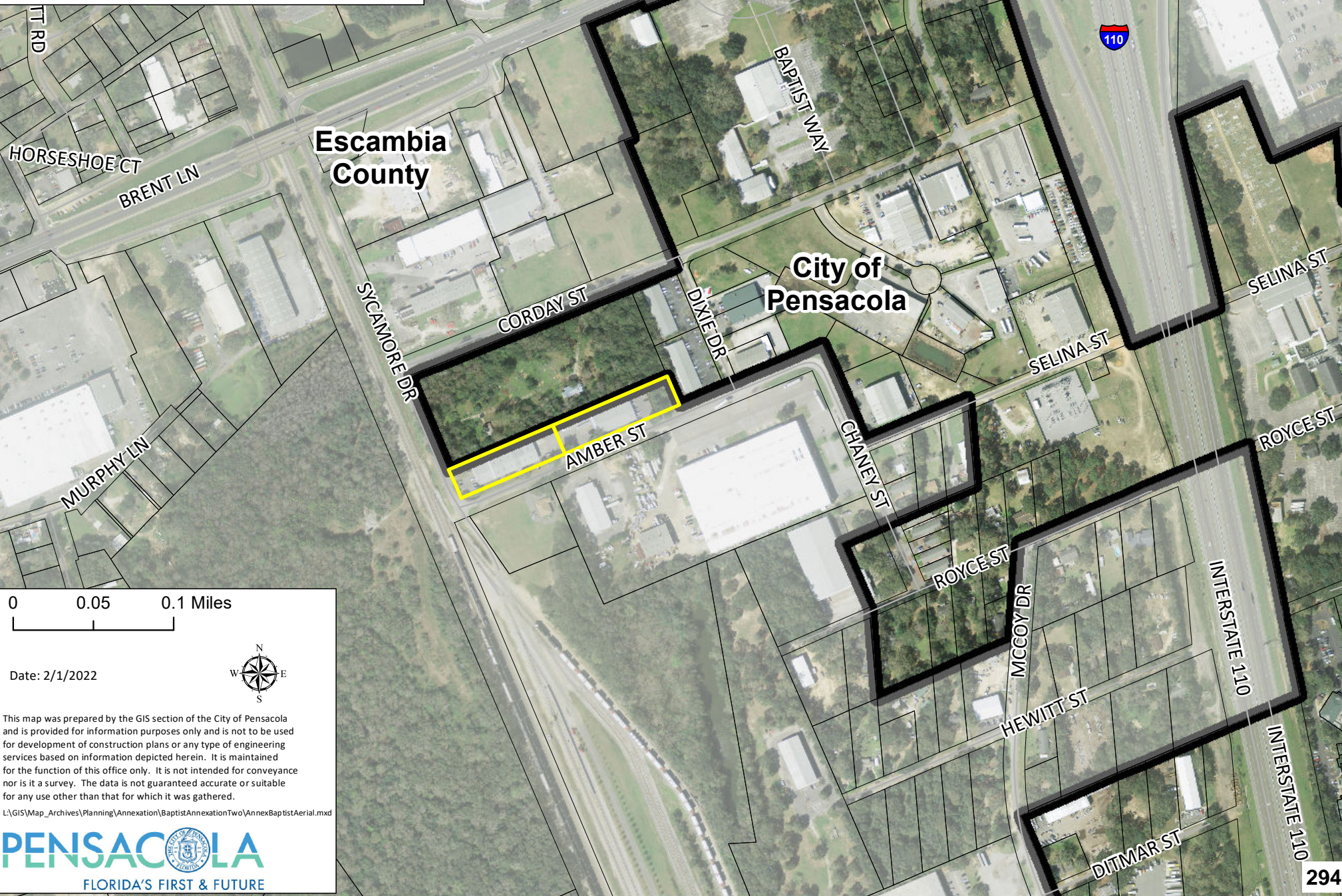
Adopted: _____

Approved: _____
President of City Council

Attest:






City Clerk

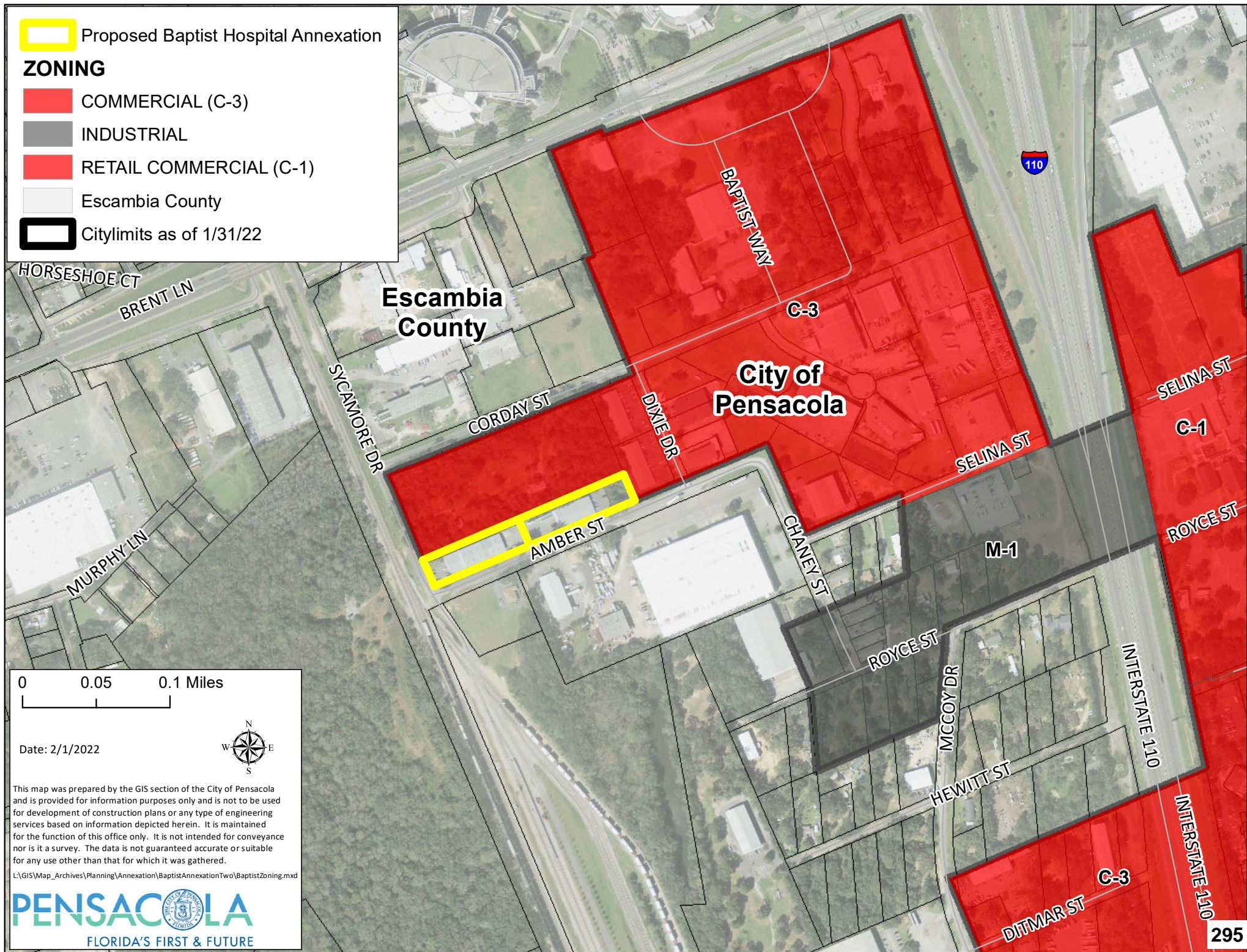
-  Proposed Baptist Hospital Annexation
-  Escambia County
-  Citylimits as of 1/31/22








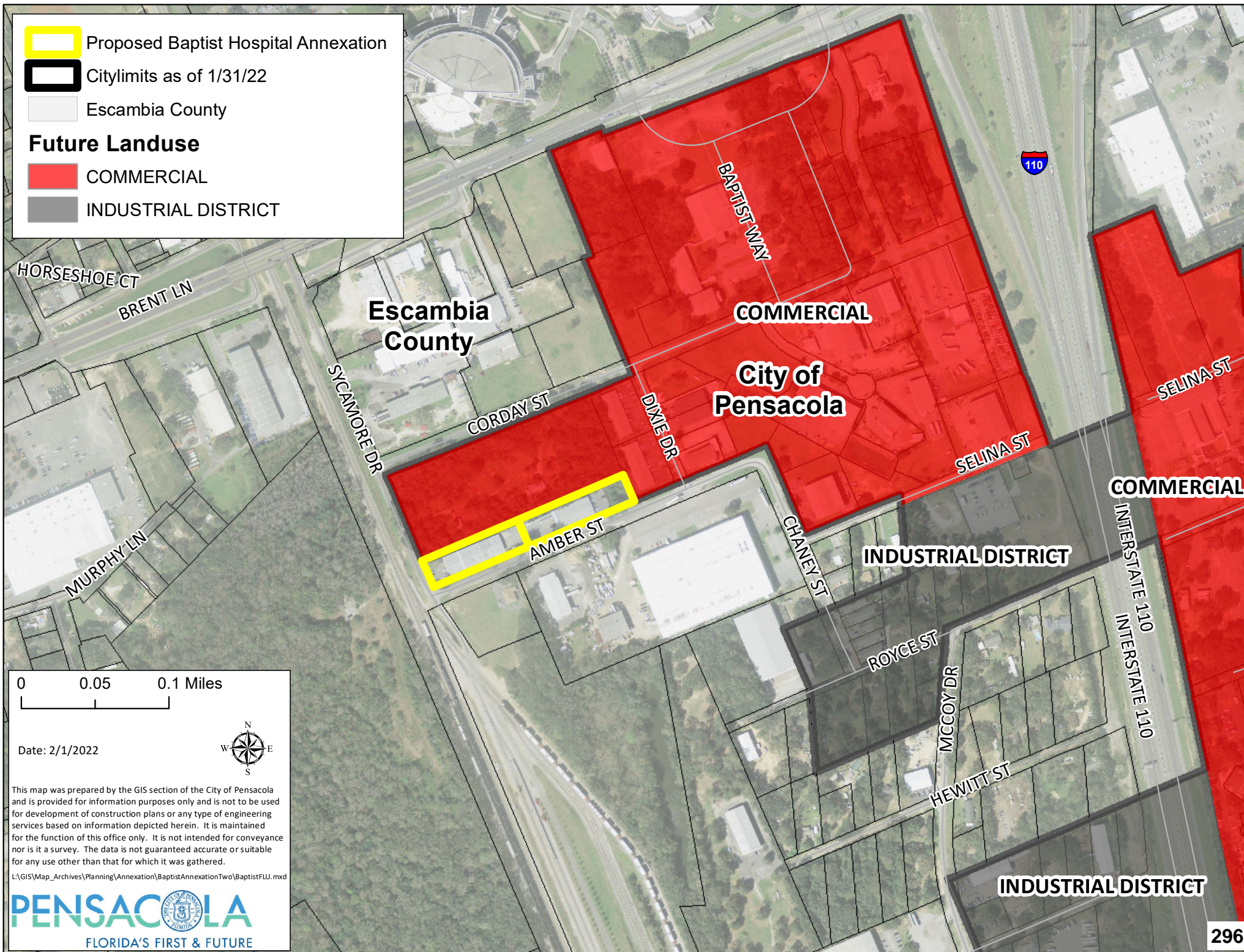
 Proposed Baptist Hospital Annexation

ZONING

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



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



CITY CLERKS OFFICE LEGAL ADS
222 WEST MAIN ST 3RD FLOOR
PENSACOLA, FL 32502
ATTN ROBYN TICE

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in said newspaper in the issue(s) of:

4/4/2022

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second-class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of April 2022, by legal clerk who is personally known to me.

Affiant


Notary Public State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$1,304.25
Ad No: GCI0858311
Customer No: 25615500
PO#: PUBLIC NOTICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

Please be advised that Proposed Ordinance Nos. 09-22, 10-22, 11-22, 12-22, 13-22 and 16-22 were presented to the City Council of the City of Pensacola for first reading on Thursday, March 24, 2022, and will be presented for final reading and adoption on Thursday, April 14, 2022 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

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

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

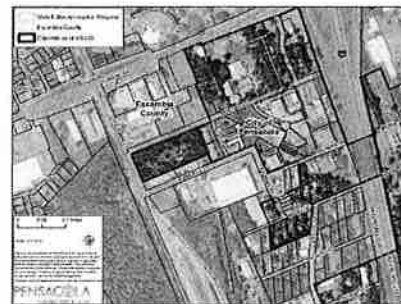
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P.O. #11-22:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (315 E. Selina Street & 4908 Chaney Street)



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P.O. #16-22:

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

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CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

ONE (1) TIME ONLY

4/4/22



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 11-22

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 11-22 on second reading.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

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

Florida Statute 171.044 provides that:

Voluntary annexation

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

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

PRIOR ACTION:

March 24, 2022 - City Council voted to approve Proposed Ordinance No. 11-22 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

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

CITY ATTORNEY REVIEW: Yes

2/24/2022

STAFF CONTACT:

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

ATTACHMENTS:

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

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

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

AND;

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

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



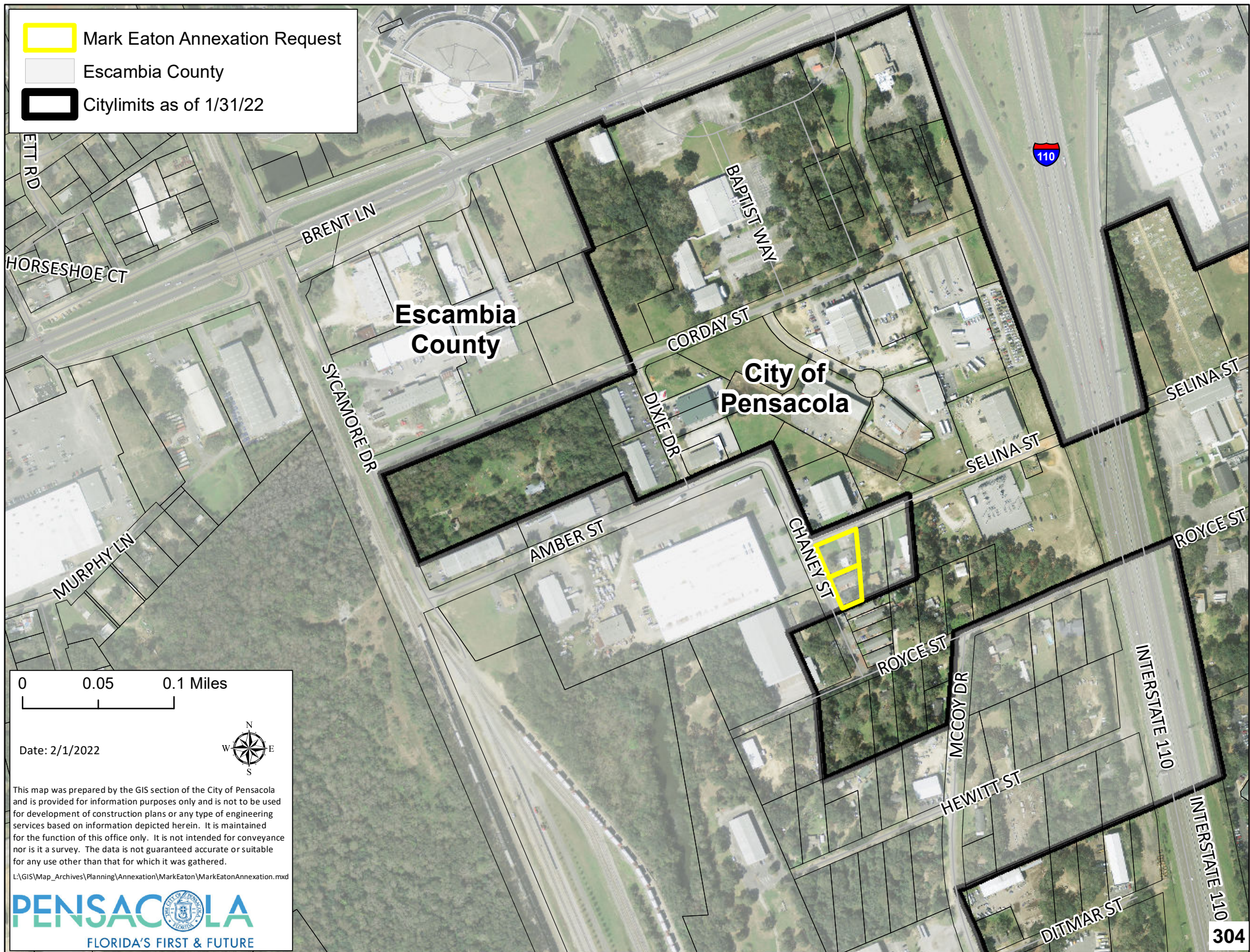
Mark Eaton Annexation Request



Escambia County



Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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

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Mark Eaton Annexation Request

Zoning



COMMERCIAL (C-3)



INDUSTRIAL



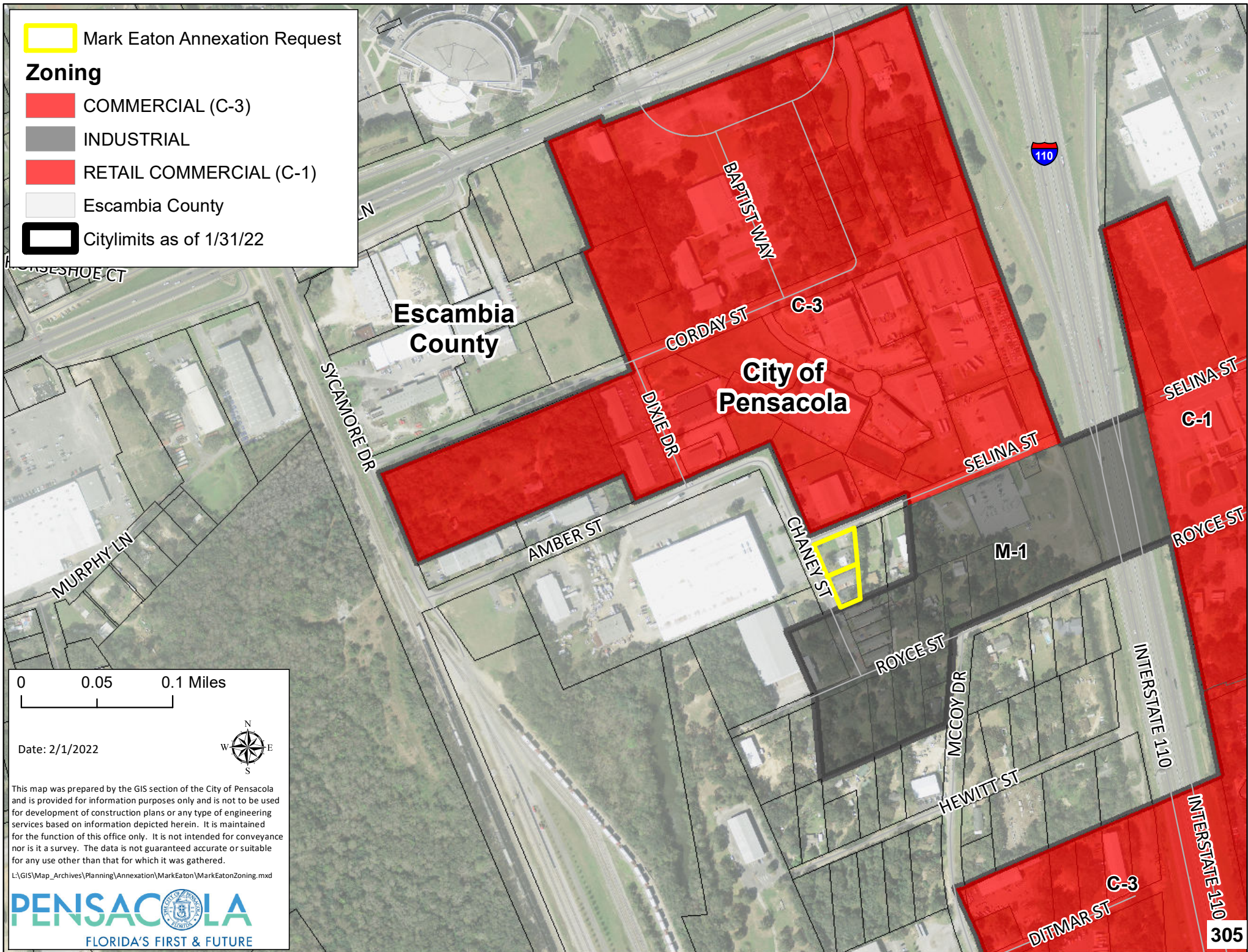
RETAIL COMMERCIAL (C-1)



Escambia County



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CITY CLERKS OFFICE LEGAL ADS
222 WEST MAIN ST 3RD FLOOR
PENSACOLA, FL 32502
ATTN ROBYN TICE

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in said newspaper in the issue(s) of:

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Sworn to and Subscribed before me this 4th of April 2022, by legal clerk who is personally known to me.

Affiant


Notary Public State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$1,304.25
Ad No: GCI0858311
Customer No: 25615500
PO#: PUBLIC NOTICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

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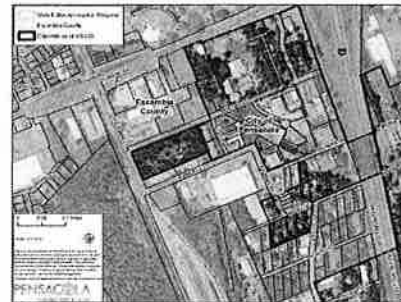
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CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

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ONE (1) TIME ONLY

4/4/22



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 12-22

City Council

4/14/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 12-22 on second reading.

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

HEARING REQUIRED: No Hearing Required.

SUMMARY:

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

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

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

Florida Statute 171.044 provides that:

Voluntary annexation

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

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

PRIOR ACTION:

March 24, 2022 - City Council voted to approve Proposed Ordinance No. 12-22 on first reading.

FUNDING:

None.

FINANCIAL IMPACT:

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

CITY ATTORNEY REVIEW: Yes.

2/24/2022

STAFF CONTACT:

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

ATTACHMENTS:

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

PRESENTATION: No.

PROPOSED
ORDINANCE NO. 12-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

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

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

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




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

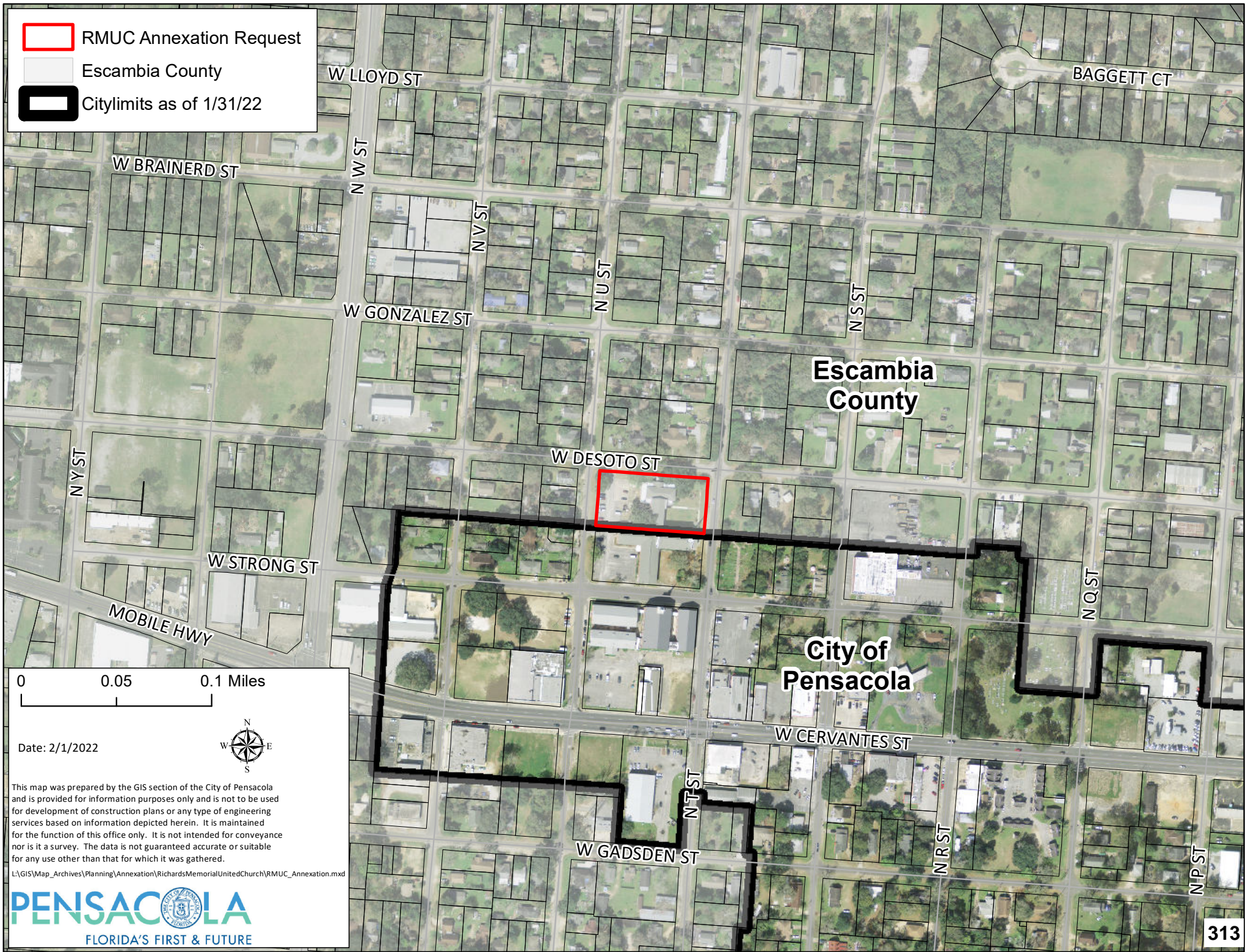
Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

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



0 0.05 0.1 Miles

Date: 2/1/2022










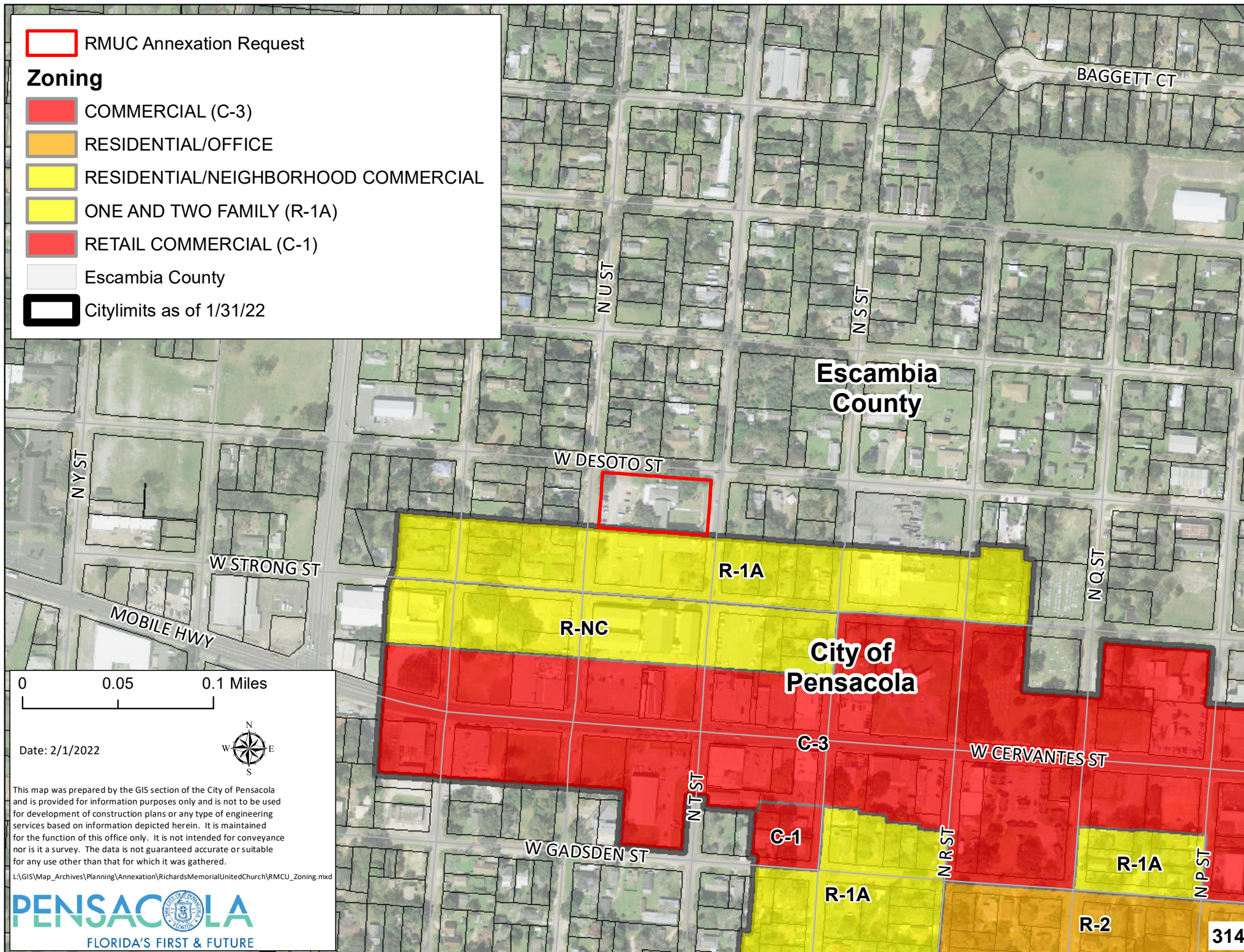
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only.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

L:\GIS\Map_Archives\Planning\Annexation\RichardsMemorialUnitedChurch\RMUC_Annexation.mxd

 RMUC Annexation Request

Zoning

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



 RMUC Annexation Request

Future Landuse


 COMMERCIAL

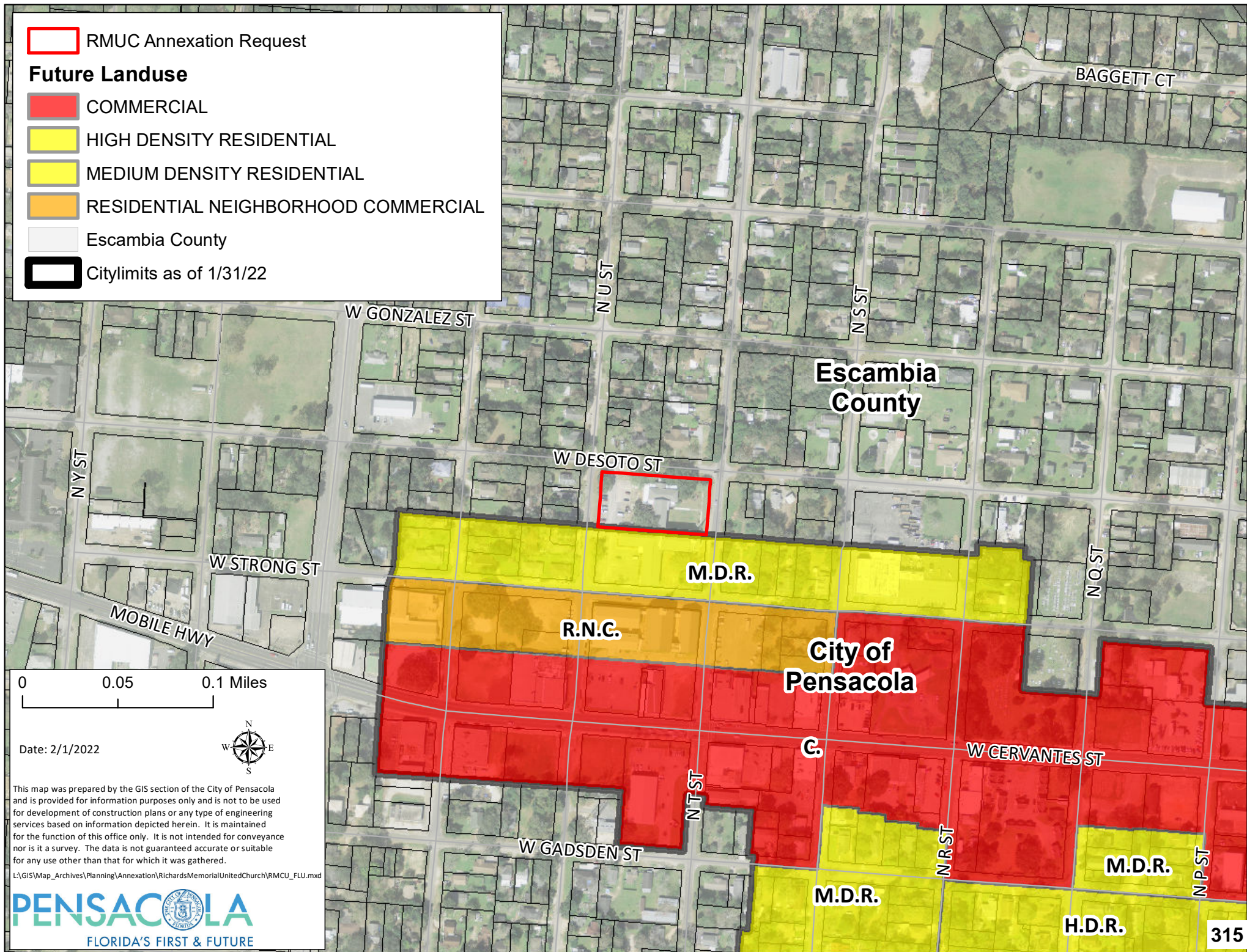
 HIGH DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

 RESIDENTIAL NEIGHBORHOOD COMMERCIAL

 Escambia County

 Citylimits as of 1/31/22



CITY CLERKS OFFICE LEGAL ADS
222 WEST MAIN ST 3RD FLOOR
PENSACOLA, FL 32502
ATTN ROBYN TICE

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in said newspaper in the issue(s) of:

4/4/2022

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second-class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of April 2022, by legal clerk who is personally known to me.

Affiant


Notary Public State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$1,304.25
Ad No: GCI0858311
Customer No: 25615500
PO#: PUBLIC NOTICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

Please be advised that Proposed Ordinance Nos. 09-22, 10-22, 11-22, 12-22, 13-22 and 16-22 were presented to the City Council of the City of Pensacola for first reading on Thursday, March 24, 2022, and will be presented for final reading and adoption on Thursday, April 14, 2022 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

Members of the public may attend the meeting in person. 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 or via live stream and/or phone as follows:
To watch the meeting live visit: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

To provide input:

- For Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput/> beginning at 3:00 P.M. until 5:30 P.M. only to indicate they wish to speak during Leroy Boyd Forum and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone.
- For agenda items, proposed ordinance items: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput/> beginning at 3:00 P.M. until that agenda item has been voted upon to indicate they wish to speak to a specific item on the agenda and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone. Any form received after an agenda item has been voted upon will not be considered.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #09-22:

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

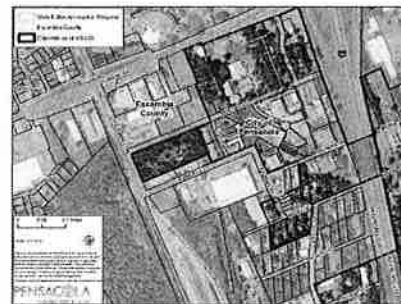
P.O. #10-22:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Baptist Hospital Owned Properties Located on Amber Street Near Sycamore Drive)



P.O. #11-22:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (315 E. Selina Street & 4908 Chaney Street)



P.O. #12-22:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Richards Memorial United Methodist Church Owned Property – Location Bounded by W. Strong Street, W. DeSoto Street, N. "U" Street, and N. "T" Street)



P.O. #13-22:

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

P.O. #16-22:

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

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy, or on-line with the agenda package on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may be physically present at the meeting to participate (as indicated above) or may attend and participate via live stream and/or phone as (as indicated above) and be heard with respect to the proposed ordinances.

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

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

CITY OF PENSACOLA, FLORIDA
By: Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

ONE (1) TIME ONLY

4/4/22