



City of Pensacola

Agenda Conference

Agenda

Monday, August 15, 2022, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

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

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

ROLL CALL

PRESENTATION ITEMS

1. [22-00807](#) PRESENTATION FROM CHIEF ERIC RANDALL - PENSACOLA POLICE DEPARTMENT

Recommendation: That City Council receive a presentation from Chief Eric Randall of Pensacola Police Department providing an update on department progression.

Sponsors: Grover C. Robinson, IV
2. [22-00731](#) RENEWABLE ENERGY FEASIBILITY STUDY PRESENTATION; HOW TO REACH 30% RENEWABLE ENERGY BY 2030.

Recommendation: That City Council receive a presentation from Sustainability Coordinator Mark Jackson regarding the City's Renewable Energy Feasibility Study.

Sponsors: Grover C. Robinson, IV

Attachments: [Renewable Energy Presentation update](#)
[Solar Feasibility Report](#)
[Solar Structural Feasibility Report](#)

3. [22-00826](#) ROGER SCOTT TENNIS CENTER RENOVATIONS

Recommendation: **REQUEST:**

That City Council receive a presentation regarding revised cost estimates for renovations to Roger Scott Tennis Center along with potential funding sources to assist in offsetting the additional costs.

Attachments: [Presentation - Roger Scott Tennis Center Renovations](#)

REVIEW OF CONSENT AGENDA ITEMS4. [22-00756](#) REFERRAL TO PLANNING BOARD - INCLUSION OF QUERCUS HEMISPHERICA - DARLINGTON OAK TO THE LIST OF PROTECTED TREES IN CITY CODE CHAPTER 12-6 TREE/LANDSCAPE REGULATIONS

Recommendation: That City Council refer to the Planning Board for review and recommendation, the inclusion of *Quercus hemisphaerica* - Darlington Oak to the list of protected trees in City Code Chapter 12-6 Tree/Landscape Regulations.

Sponsors: Ann Hill

5. [22-00764](#) APPOINTMENTS - ZONING BOARD OF ADJUSTMENT

Recommendation: That City Council appoint three (3) individuals who are residents or property owners of the City to the Zoning Board of Adjustment for a term of three (3) years, expiring July 14, 2025.

Sponsors: Ann Hill

Attachments: [Member List](#)
 [Nomination Form - John Dittmar III](#)
 [Application of Interest - John Dittmar III](#)
 [Application of Interest - Robby Williams](#)
 [Application of Interest - Steven Shelley](#)
 [Ballot](#)

6. [22-00798](#) APPROVAL OF THE AWARD TO OMNIA PARTNERS FOR THE PURCHASE OF TWO (2) 20 TON CONDENSING UNITS
- Recommendation:* That City Council approve the award to Omnia Partners for the purchase and installation of two (2) 20 Ton Condensing Units in the amount of \$71,435. Further, that City Council authorize the Mayor to execute all related documents and take all related actions necessary to complete the project.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposal for Two \(2\) Condensing Units Equipment](#)
[Proposal Equipment Installation](#)
7. [22-00839](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT DELARIAN WIGGINS - DISTRICT 7
- Recommendation:* That City Council approve funding of \$2,000 for the Escambia County Sheriff Foundation and \$1,000 for the funding of the P.A.I.N. Memorial Garden from the City Council Discretionary Funds for District 7.
- Sponsors:* Delarian Wiggins
8. [22-00840](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ANN HILL - DISTRICT 6
- Recommendation:* That City Council approve funding of \$1,000 for the P.A.I.N. Memorial Garden from the City Council Discretionary Funds for District 6.
- Sponsors:* Ann Hill
9. [22-00842](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4
- Recommendation:* That City Council approve funding of \$1,000 for the East Pensacola Heights Neighborhood Association for the purpose of installation of neighborhood signage.
- Sponsors:* Jared Moore
10. [22-00843](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5
- Recommendation:* That City Council approve funding of \$2,000 for the P.A.I.N. Memorial Garden and \$820 for the use of the Chappie James Museum of Pensacola, Inc. from the City Council Discretionary Funds for District 5.
- Sponsors:* Teniade Broughton

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

11. [22-00772](#) PUBLIC HEARING: REQUEST FOR FUTURE LAND USE MAP AND ZONING MAP AMENDMENT - 411 N. BAYLEN STREET
- Recommendation:** That City Council conduct a Public Hearing on August 18, 2022, to consider the request to amend the Future Land Use Map and Zoning Map for 411 N. Baylen Street.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Planning Board Rezoning Application](#)
 [Planning Board Minutes July 12 2022](#)
 [Future Land Use Map 2022](#)
 [Zoning Map 2022](#)
 [Proposed Ordinance No. 33-22](#)
 [Proposed Ordinance No. 34-22](#)
12. [33-22](#) PROPOSED ORDINANCE NO. 33-22 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 411 N. BAYLEN STREET
- Recommendation:** That City Council approve Proposed Ordinance No. 33-22 on first reading:
- AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No.33-22](#)
 [Planning Board Rezoning Application](#)
 [Planning Board Minutes July 12 2022](#)
 [FLUM Map 2022](#)

13. [34-22](#) PROPOSED ORDINANCE NO. 34-22 - REQUEST FOR ZONING MAP AMENDMENT - 411 N. BAYLEN STREET
- Recommendation:** That City Council approve Proposed Ordinance No. 34-22 on first reading.
- AN ORDINANCE AMENDING THE ZONING CLASIFICATION FOR CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 34-22](#)
[Planning Board Rezoning Application](#)
[Planning Board Minutes July 12 2022 - DRAFT](#)
[Zoning Map 2022](#)
14. [22-00686](#) PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2022 STORMWATER ASSESSMENT ROLL
- Recommendation:** That City Council conduct a public hearing on August 18, 2022 to adopt the Annual Assessment Resolution imposing stormwater service assessments and approving the 2022 Stormwater Assessment Roll.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Stormwater Assessment Resolution](#)
15. [2022-070](#) RESOLUTION NO. 2022-070 IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2022 STORMWATER ASSESSMENT ROLL
- Recommendation:** That City Council adopt Resolution No. 2022-070.
- A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Resolution No. 2022-70](#)

16. [22-00806](#) PUBLIC HEARING: DISPOSITION OF SURPLUS PROPERTY FOR ATTAINABLE HOUSING INFILL PROGRAM - 2300 WEST JACKSON STREET, A (PARCEL ID# 000S009060020172), 1700 DR. MARTIN LUTHER KING JR. DRIVE (PARCEL ID# 000S009020001101), 901 WEST BLOUNT STREET (PARCEL ID# 000S009050016054), AND 900 BLOCK WEST BLOUNT STREET (PARCEL ID# 000S009050009054)

Recommendation: That City Council conduct a public hearing to consider disposition of 2300 West Jackson Street, A (Parcel ID# 000S009060020172), 1700 Dr. Martin Luther King Jr. Drive (Parcel ID# 000S009020001101), 901 West Blount Street (Parcel ID# 000S009050016054), and 900 Block West Blount Street (Parcel ID# 000S009050009054) at no cost to income-qualified homebuyers, subject to affordability requirements, and pursuant to the terms of the City of Pensacola Attainable Housing Infill Program and Chapter 163, Part III, Florida Statutes.

Sponsors: Grover C. Robinson, IV

Attachments: [ESCPA Record & Map - 2300 W JACKSON ST A](#)
[ESCPA Record & Map - 1700 DR MARTIN LUTHER KING JR](#)
[ESCPA Record & Map - 901 W BLOUNT ST](#)
[ESCPA Record & Map - 900 BLK W BLOUNT ST](#)

17. [22-00808](#) DISPOSITION OF SURPLUS PROPERTY FOR ATTAINABLE HOUSING INFILL PROGRAM - 2300 WEST JACKSON STREET, A (PARCEL ID# 000S009060020172), 1700 DR. MARTIN LUTHER KING JR. DRIVE (PARCEL ID# 000S009020001101), 901 WEST BLOUNT STREET (PARCEL ID# 000S009050016054), AND 900 BLOCK WEST BLOUNT STREET (PARCEL ID# 000S009050009054)

Recommendation: That City Council approve disposition of 2300 West Jackson Street, A (Parcel ID# 000S009060020172), 1700 Dr. Martin Luther King Jr. Drive (Parcel ID# 000S009020001101), 901 West Blount Street (Parcel ID# 000S009050016054), and 900 Block West Blount Street (Parcel ID# 000S009050009054) at no cost to income-qualified homebuyers, subject to affordability requirements, and pursuant to the terms of the City of Pensacola Attainable Housing Infill Program and Chapter 163, Part III, Florida Statutes. Further, that the City Council waive, in part, the Policy for Disposition of City-Owned Property, removing the appraisal requirement for each parcel and accepting the assessed value, as determined by the Escambia County Property Appraiser, as the fair market value and authorizing disposal under the Attainable Housing Infill Program as the method of disposition.

Sponsors: Grover C. Robinson, IV

Attachments: [ESCPA Record & Map- 2300 W JACKSON ST, A](#)
[ESCPA Record & Map - 1700 DR MARTIN LUTHER KING JR](#)
[ESCPA Record & Map - 901 W BLOUNT ST](#)
[ESCPA Record & Map - 900 BLK W BLOUNT ST](#)

18. [22-00801](#) RE-ENTRY ALLIANCE PENSACOLA (REAP) - REQUEST FOR ADDITIONAL FUNDING

Recommendation: That City Council approve the request for additional American Rescue Plan Act (ARPA) funding in the amount of \$389,420.02 to Re-Entry Alliance Pensacola, Inc. for the continued operation of the Lodges and Emergency Shelter for Women and Women with Families.

Sponsors: Ann Hill

Attachments: [REAP Lodges Budget - July 1, 2022 through June 30, 2023](#)
[City of Pensacola Homelessness/Housing Initiatives ARPA Balance](#)
[The Lodge's Progress Summary - 09/03/21 to 07/31/22](#)

19. [22-00829](#) NAMING THE BALL CREW BUILDING LOCATED AT ROGER SCOTT IN HONOR OF HERMAN JONES

Recommendation: That City Council approve the naming of the Ball Crew Building at Roger Scott in honor of Herman Jones.

Sponsors: Jennifer Brahier

Attachments: [Park Amenity Dedication Form – Ball Crew Building at Roger Scott](#)
[6.16.22 Parks Board Meeting Minutes – Corrected Draft](#)

20. [2022-076](#) RESOLUTION NO. 2022-076 - CREATING THE USE OF NATIVE TREE, TREE POLICY

Recommendation: That City Council adopt Resolution No. 2022-076:

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PENSACOLA, FLORIDA;
CREATING THE USE OF NATIVE TREE,
TREE POLICY; PROVIDING AN
EFFECTIVE DATE.

Sponsors: Ann Hill

Attachments: [Resolution 2022-076 - Use of Native Tee, Tree Policy](#)
[City Council Policy 1.7 - Use of Native Tree, Tree Policy](#)

21. [22-00687](#) ENVIRONMENTAL PROTECTION AGENCY - FY22 BROWNFIELD ASSESSMENT GRANT - CITY OF PENSACOLA FY2022 BROWNFIELD COMMUNITY-WIDE ASSESSMENT

Recommendation: That City Council approve and authorize the Mayor to accept the Environmental Protection Agency - FY2022 Brownfield Assessment Grant in the amount of \$376,000.00 for the Brownfield Community-Wide Assessment. Further, that City Council authorize the Mayor to take all actions necessary to execute the grant. Finally, that City Council adopt a supplemental budget resolution to appropriate the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Approved Grant Application EPA FY22 Brownfield](#)
[Supplemental Budget Resolution No. 2022-067](#)
[Supplemental Budget Explanation No. 2022-067](#)

22. [2022-067](#) RESOLUTION NO. 2022-067 SUPPLEMENTAL BUDGET RESOLUTION
- ENVIRONMENTAL PROTECTION AGENCY BROWNFIELD
ASSESSMENT GRANT FOR A COMMUNITY-WIDE BROWNFIELD
ASSESSMENT IN THE CITY OF PENSACOLA.

Recommendation: That City Council adopt Resolution No. 2022-067:

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. 2022-067](#)
[Supplemental Budget Explanation No. 2022-067](#)

23. [22-00775](#) AIRPORT - APPROVAL OF LEASE AGREEMENT WITH AVIONICS
SOLUTIONS LLC

Recommendation: That City Council approve a Lease Agreement with Avionics Solutions
LLC. Further, that City Council authorize the Mayor to take all actions
necessary relating to the execution of the Lease Agreement.

Sponsors: Grover C. Robinson, IV

Attachments: [Avionics Solutions LLC 2022 Lease Agreement](#)

24. [22-00767](#) PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION
ADMINISTRATION AIRPORT IMPROVEMENT GRANT PROGRAM
AGREEMENT NO. 3-12-0063-051-2022 - REHABILITATE TAXIWAY A
AND ASSOCIATED CONNECTORS

Recommendation: That City Council approve and authorize the Mayor to execute the
acceptance of the Federal Aviation Administration Airport Improvement
Program Grant No. 3-12-0063-051-2022 in the amount of \$11,152,748
to Rehabilitate Taxiway A (2300 feet) and Associated Connectors at
Pensacola International Airport. Further, that City Council authorize the
Mayor to take all actions necessary relating to the finalization of the
grant. Finally, that City Council adopt a supplemental budget resolution
to appropriate the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Grant Agreement No. 3-12-0063-051-2022](#)
[Supplemental Budget Resolution No. 2022-074](#)
[Supplemental Budget Explanation No. 2022-074](#)

25. [2022-074](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-074 - FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT #3-12-0063-051-2022 - TAXIWAY "A" NORTH REHABILITATION
- Recommendation:* That City Council adopt Supplemental Budget Resolution No. 2022-074.
- 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. 2022-074](#)
 [Supplemental Budget Explanation No. 2022-074](#)
 [Grant Agreement No. 3-12-0063-051-2022](#)
26. [22-00769](#) AIRPORT - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT NO. 441494-2-94-01
- Recommendation:* That City Council authorize the Mayor to accept and execute the State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement Financial Project No. 441494-2-94-01 in the amount of \$2,000,000 for Pensacola International Airport Facilities Development related to the MRO expansion. Further, that City Council approve the grant resolution and authorize the Mayor to take all actions necessary related to the finalization of the grant amendment.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [State of Florida Department of Transportation Amendment to Public Resolution No. 2022-075](#)

27. [2022-075](#) RESOLUTION NO. 2022-075 - STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION AMENDMENT TO THE PUBLIC
TRANSPORTATION AGREEMENT NO. 441494-2-94-01

Recommendation: That City Council adopt Resolution No. 2022-075.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FACILITIES DEVELOPMENT AT THE PENSACOLA INTERNATIONAL AIRPORT AIR COMMERCE PARK; PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution No. 2022-075](#)
[State of Florida Department of Transportation Amendment to Public](#)

28. [2022-078](#) RESOLUTION NO. 2022-078 - FLORIDA TRANSPORTATION GRANT
(FDOT) #420300-5 - CHANGING PROJECT FUNDING - RUNWAY 8/26
REHABILITATION

Recommendation: That City Council adopt Resolution No. 2022-078.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE FUNDING FOR FDOT GRANT #420300-5; PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution No. 2022-078](#)

29. [2022-079](#) RESOLUTION NO. 2022-079 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #420300-6 - CHANGING PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FROM TAXIWAY "D" UPGRADE - DESIGN TO CORPORATE APRON EXPANSION - NEPA

Recommendation: That City Council adopt Resolution No. 2022-079.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #420300-6; PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution No. 2022-079](#)

30. [2022-080](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-080 - PENSACOLA ENERGY - ADDITIONAL FUNDING FOR BUDGETED NATURAL GAS COST

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-080.

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. 2022-080](#)
 [Supplemental Budget Explanation No. 2022-080](#)

31. [22-00797](#) COASTAL PARTNERSHIP INITIATIVE PROGRAM - FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT
AGREEMENT NO. CZ521

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the Florida Department of Environmental Protection Grant Agreement No. CZ521, in the amount of \$55,000, for construction of Bruce Beach Park Interpretive Signage. Further, that the City Council authorize the Mayor to take all action necessary relating to the finalization of the grant. Finally, that the City Council approve the subsequent supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [FDEP Grant Agreement](#)
[Supplemental Budget Resolution No. 2022-081](#)
[Supplemental Budget Explanation No. 2022-081](#)

32. [2022-081](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-081 - FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION COASTAL
PARTNERSHIP INITIATIVE PROGRAM GRANT AGREEMENT NO.
CZ521

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-081.

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. 2022-081](#)
[Supplemental Budget Explanation No. 2022-081](#)

33. [22-00812](#) ACTIVE TRANSPORTATION PLAN - ADDITIONAL PROFESSIONAL
CONSULTING SERVICES

Recommendation: That City Council approve additional work on the Active Transportation Plan to be completed by Kimley-Horn and Associates, in order to meet Vision Zero requirements, set forth in the Safe Streets and Roads for All federal program. Also, that City Council adopt a supplemental budget resolution appropriating additional funding.

Sponsors: Grover C. Robinson, IV

Attachments: [Consultant Fee Proposal](#)
[Supplemental Budget Resolution No. 2022-082](#)
[Supplemental Budget Explanation No. 2022-082](#)

34. [2022-082](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-082 - ACTIVE TRANSPORTATION PLAN - ADDITIONAL PROFESSIONAL CONSULTING SERVICES
- Recommendation:* That City Council adopt Supplemental Budget Resolution No. 2022-082.
- 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. 2022-082.pdf](#)
[Supplemental Budget Explanation No. 2022-082.pdf](#)
35. [22-00838](#) ACQUISITION OF REAL PROPERTY - 1300 WEST MORENO STREET (KUPFRIAN HOUSE) AND ADJACENT PARCELS
- Recommendation:* That City Council approve the purchase of the real property located at 1300 West Moreno Street (Parcel No. 000S009050025079) and adjacent parcels totaling a minimum of 2.6 acres from Baptist Hospital Inc./Baptist Health Care Corporation for \$725,000, plus an estimated \$40,000 in closing costs for a total amount not to exceed \$765,000 and contingent upon affordable housing being a component of the redevelopment of the current Baptist Hospital campus, as provided for in Resolution No. 2022-057. Also, that City Council authorize the Mayor to take all necessary actions and execute all necessary documents related to the acquisition of the property.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Report of Council Action - Resolution 2022-057 - Supporting Baptist Appraisal - Kupfrian Park Property](#)
36. [22-00796](#) EXTENSION OF THE DOCKLESS SHARED MICROMOBILITY PILOT PROGRAM OPERATING AGREEMENT AND PERMIT.
- Recommendation:* That City Council approve extending the dockless shared micromobility pilot program operating agreement and permit with Veo Ride, Inc. through October 31, 2022.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Background Program Information and Data](#)
[Micromobility Franchise Service Area Map Adopted 2/10/22](#)
[Ordinance No. 02-22 Amending Chapter 7-9 Micromobility Pilot Program](#)
[VeoRide, Inc. Operating Agreement and Permit Executed 8/19/21](#)

37. [43-22](#) PROPOSED ORDINANCE NO. 43-22 - AMENDING SECTION 7-9-5 -
OPERATION AND PARKING OF A MICROMOBILITY DEVICE

Recommendation: That City Council approve Proposed Ordinance No. 43-22 on first reading:

AN ORDINANCE AMENDING SECTION 7-9-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OPERATION AND PARKING OF A MICROMOBILITY DEVICE; PROVIDING RESTRICTION OF ADDITIONAL ROADWAY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Ann Hill

Attachments: [Proposed Ordinance No. 43-22](#)

38. [25-22](#) REVISED PROPOSED ORDINANCE NO. 25-22 AMENDMENT TO CITY
CODE SECTION 4-3-97 - SANITATION COLLECTION FEE AND THE
SANITATION EQUIPMENT SURCHARGE

Recommendation: That City Council approve Proposed Ordinance No. 25-22 on first reading:

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

Sponsors: Grover C. Robinson, IV

Attachments: [Revised Proposed Ordinance 25-22](#)

39. [30-22](#) PROPOSED ORDINANCE NO. 30-22 - REQUEST TO VACATE A SEGMENT OF THE EAST YONGE STREET RIGHT-OF-WAY (400 BLOCK) BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING, JR. DRIVE.
- Recommendation:* That City Council adopt Proposed Ordinance No. 30-22 on second reading:
- AN ORDINANCE CLOSING, ABANDONING AND VACATING ALL OF YONGE STREET BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING, JR. DRIVE IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 30-22](#)
 [Vacation of Right of Way Application](#)
 [June 14, 2022 Planning Board Minutes - DRAFT](#)
 [Yonge Street - Magge Field ROW Vacation Map](#)
40. [31-22](#) PROPOSED ORDINANCE NO. 31-22 - AMENDING SECTION 2-1-5 OF THE PENSACOLA CITY CODE - COMPENSATION OF MAYOR
- Recommendation:* That City Council adopt Proposed Ordinance No. 31-22 on second reading:
- AN ORDINANCE AMENDING SECTION 2-1-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, COMPENSATION OF MAYOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Jared Moore
- Attachments:* [Proposed Ordinance No. 31-22](#)
 [Proposed Amendment to Section 2-1-5 of City Code](#)

41. [36-22](#) PROPOSED ORDINANCE NO. 36-22 - CHARTER AMENDMENT
QUESTION 1 RELATED TO THE PREAMBLE AND ARTICLE I -
GENERAL POWERS OF THE CITY, ARTICLE III - ELECTED CITY
POSITIONS, ARTICLE IV - MAYOR AND CITY COUNCIL, ARTICLE VI --
ELECTIONS , ARTICLE VIII - CHARTER REVIEW AND CHARTER
AMENDMENTS AND ARTICLE X -- SCHEDULE

Recommendation: That City Council adopt Proposed Ordinance No. 36-22 on second reading:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING THE PREAMBLE; AMENDING ARTICLE I - GENERAL POWERS OF THE CITY; AMENDING ARTICLE I CREATING SECTION 1.04-COMPUTATION OF TIME; AMENDING SECTION 4.01 POWERS AND DUTIES- MAYOR; AMENDING SECTION 4.02 POWERS AND DUTIES - CITY COUNCIL; AMENDING SECTION 4.03 - CITY COUNCIL PROCEDURES; AMENDING SECTION 4.04 - PROHIBITIONS; AMENDING SECTION 8.01- CHARTER REVIEW COMMISSION; AMENDING SECTION 8.02- CHARTER AMENDMENTS; REMOVAL OF TRANSITIONAL LANGUAGE LOCATED IN ARTICLES III, VI AND X; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ann Hill

Attachments: [AS AMENDED ON 1ST READING Proposed Ord. 36-22](#)
[Proposed Ord. No. 36-22](#)
[CRC Report](#)

42. [37-22](#) PROPOSED ORDINANCE NO. 37-22 - CHARTER AMENDMENT
QUESTION 2 RELATED TO ARTICLE V - APPOINTED CITY
POSITIONS

Recommendation: That City Council adopt Proposed Ordinance No. 37-22 on second reading:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE V - APPOINTED CITY POSITIONS; AMENDING SECTION 5.01 -- CITY CLERK; AMENDING SECTION 5.03 -- CITY ATTORNEY; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ann Hill

Attachments: [Proposed Ord No. 37-22](#)
[CRC REPORT](#)

43. [38-22](#) PROPOSED ORDINANCE NO. 38-22 - CHARTER AMENDMENT
QUESTION 3 RELATED TO ARTICLE VI - ELECTIONS.

Recommendation: That City Council adopt Proposed Ordinance No. 38-22 on second reading:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE VI - ELECTIONS; AMENDING SECTION 6.03- QUALIFICATIONS, ELIGIBILITY, AND FILING FEE; AMENDING SECTION 6.06 - ALTERNATIVE TO QUALIFYING FEE; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Sponsors: Ann Hill

Attachments: [Proposed Ord. No. 38-22](#)
 [CRC Report](#)

44. [39-22](#) PROPOSED ORDINANCE NO. 39-22 - CHARTER AMENDMENT
QUESTION 4 RELATED TO ARTICLE IV - MAYOR AND CITY COUNCIL

Recommendation: That City Council adopt Proposed Ordinance No. 39-22 on second reading:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE IV - MAYOR AND CITY COUNCIL; AMENDING SECTION 4.02(C) - COMPENSATION; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ann Hill

Attachments: [Proposed Ord. No. 39-22](#)
 [CRC Report](#)

45. [40-22](#) PROPOSED ORDINANCE NO. 40-22 - CHARTER AMENDMENT
QUESTION 5 RELATED TO ARTICLE VII - RECALL, INITIATIVE, AND
REFERENDUM
- Recommendation:* That City Council adopt Proposed Ordinance No. 40-22 on second
reading:
- AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER
FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE
VII - RECALL, INITIATIVE, AND REFERENDUM; AMENDING
SECTION 7.02 - POWER OF INITIATIVE; AMENDING SECTION 7.03
- POWER OF REFERENDUM; AMENDING SECTION 7.04 -
COMMENCEMENT OF PROCEEDINGS; AMENDING SECTION 7.05 -
INITIATIVE OR REFERENDUM PETITIONS; AMENDING SECTION
7.06 - VERIFICATION OF PETITIONS; PROVIDING FOR A
REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING
AN EFFECTIVE DATE.
- Sponsors:* Ann Hill
- Attachments:* [Proposed Ord. No. 40-22](#)
 [CRC Report](#)
46. [22-00828](#) SUNSET OF THE CHARTER REVIEW COMMISSION
- Recommendation:* That City Council sunset the Charter Review Commission following the
adoption of Proposed Ordinances Nos. 36-22, 37-22, 38-22, 39-22,
and 40-22 setting forth ballot language for referendum scheduled for
November 8, 2022 General Election.
- Sponsors:* Ann Hill

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 #: 22-00807

City Council

8/18/2022

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

PRESENTATION FROM CHIEF ERIC RANDALL - PENSACOLA POLICE DEPARTMENT

REQUEST:

That City Council receive a presentation from Chief Eric Randall of Pensacola Police Department providing an update on department progression.

SUMMARY:

This presentation provides updates and accomplishments of the Pensacola Police Department.

PRIOR ACTION:

None

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00731

City Council

8/18/2022

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

RENEWABLE ENERGY FEASIBILITY STUDY PRESENTATION; HOW TO REACH 30% RENEWABLE ENERGY BY 2030.

REQUEST:

That City Council receive a presentation from Sustainability Coordinator Mark Jackson regarding the City's Renewable Energy Feasibility Study.

SUMMARY:

In 2021, the City Council passed resolution #2021-20 to achieve a 30% Renewable Energy goal by 2030. Staff has since worked diligently to evaluate a path to achieve this goal. This presentation will outline the Renewable Energy Feasibility Study results and the next steps needed to achieve the 30% Renewable Energy goal by 2030.

PRIOR ACTION:

April 22, 2021 - City Council resolved to produce 30% of the City's energy through renewable sources by 2030.

February 4, 2020 - Environmental Advisory Board recommended Council commit to this target via a resolution.

November 8, 2018 - Climate Mitigation and Adaptation Task Force delivered its final report, including this recommendation.

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Renewable Energy Presentation
- 2) Solar Feasibility Report
- 3) Solar Structural Feasibility Report

PRESENTATION: Yes

City of Pensacola Renewable Energy Study



Presented by Mark Jackson,
Sustainability Coordinator
August 15th, 2022

Evaluation Criteria

- **Technology Review:** Renewable Energy Technologies most suitable for Pensacola
- **Site Assessment:** Evaluate 39 sites, both rooftop, and ground-mount/carport
- **Energy Output & Financial Analysis:** Evaluate each site for annual energy production, CO2 savings, financial savings, upfront costs, & simple payback.
- **Solar Structural Review:** Evaluate potential solar arrays for City Buildings.
- **Desktop & Field Review:** Review building plans and collected information during field review.
- **Structural Assessment:** Provide an assessment for building with good ROI.

Facilities Studied

- Airport
- East Pensacola Heights Clubhouse
- Fire Admin Building
- Fire Station 1
- Fire Station 2
- Fire Station 3
- Fire Station 4
- Fricker Community Center
- Osceola Club House
- Osceola Parking lot
- Osceola Golf Course (Ground-mount)
- Highland Terrace Park
- Housing Department
- Jefferson St Lot
- Jefferson St Garage
- Legion Field

- Theophalis May Resource Center
- Malcolm Youge Community Center
- Blue Wahoo's Stadium
- N Palafox Lot
- Pensacola Energy Operations Center
- Port Warehouse 8 (Campus for all the Port)
- Pensacola Police Department
- Fleet Garage (Campus for all the FSC)
- Roger Scott Athletic Complex
- Roger Scott Tennis Center
- Vickery Resource Center
- Sanders Beach Community Center
- Bayview Community Center

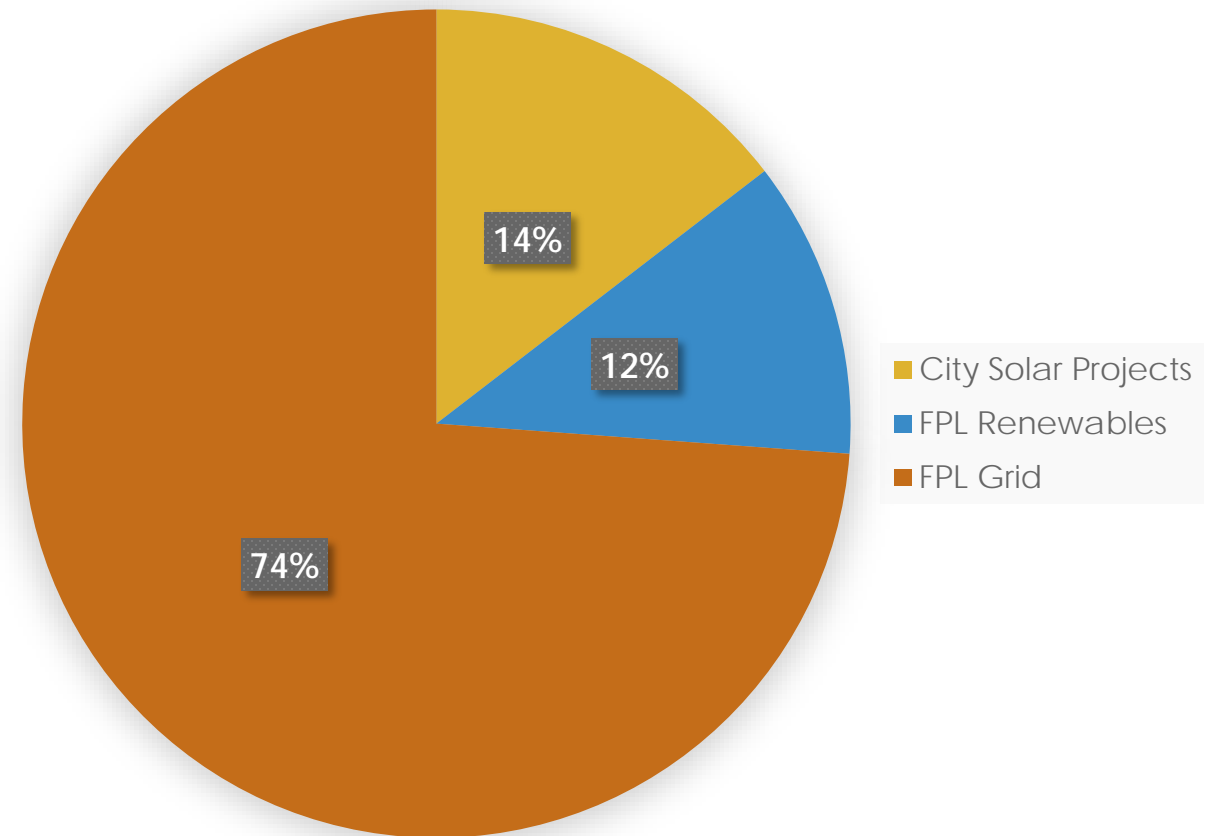
Renewable Energy Output & ROI

Location	% Energy from Renewable	% Energy Towards Goal	Installation Cost	Yearly Savings	ROI
Fire Station 3	100%	0.35%	\$161,125.76	\$11,464.74	14.05
Port of Pensacola, Warehouse #8 Campus	100%	7.67%	\$2,842,883.33	\$250,355.64	11.36
Fleet Garage Campus	100%	3.32%	\$1,226,759.50	\$108,213.24	11.34
Vickrey Resource Center	100%	1.21%	\$443,244.98	\$39,398.40	11.3
Bayview Community Center	100%	0.38%	\$172,833.78	\$12,547.20	13.8
Osceola Golf Course (Ground-mount)	100%	1.63%	\$599,713.02	\$53,341.55	11.2
Total		14.56%	\$5,446,560.38		

Percentage of Renewable Energy

- City Solar Projects ~14%
- FPL Renewables ~12%*
- FPL Grid ~74%*
- Total Renewables ~26%
- With Energy Efficiency projects and FPL's new solar farms, we will see this increase to ~30% by 2030.

Percentage of Electrical Power



Thank You!

Questions?

Contact Information:

Mark Jackson

majackson@cityofpensacola.com

Phone: 850-435-1649



M
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MOTT
MACDONALD

Project:	Pensacola – Solar Feasibility		
Our reference:	502100054-031		
Prepared by:	Andrew Gibbs	Date:	2022/02/15
	Mateo Ramos		
Approved by:	Andrew Gibbs	Checked by:	Kevin Morgan
Subject:	Solar Feasibility		

1 Introduction

This Technical note is to address feasibility of solar photovoltaic (PV) power at sites designated by the City of Pensacola. This memo encompasses performance estimates, site impact of PV installation, and includes methodology utilized to determine feasibility of the sites.

2 Methodology

The following sections discuss the process followed to develop the feasibility study.

2.1 Mapping Areas on Sites for PV Installation

The team utilized AutoCAD and its Online Map Data to import a to-scale aerial view of the designated sites. Areas where PV panels can be mounted were mapped out in AutoCAD, these areas are indicated as Max Area. We used Google Earth to identify the Sun's path, and roof geometry. As a result, new practical areas were drawn with consideration of the present shadows.

2.2 Estimating the Performance of PV Installation

We used PVWatts® to determine potential power (kW) size for each site by multiplying the practical area, standard module efficiency, and standard module power. PVWatts® is a web application developed by the National Renewable Energy Laboratory (NREL) that estimates the electricity production of a grid-connected roof- or ground-mounted PV system based on location and the system size.

2.3 Determining a Feasible System Size

Based on the Florida Power and Lighting (FPL) energy bill data provided to us by the City, we were able to approximate the average annual kilowatt hours (kWh) used by each site and convert that value into an equivalent PV system size. To determine a feasible system size, we compared the two system sizes and used the lesser amount. This is based on the current limitations of power production under a net metering agreement with FPL. In general, only 110% of the kWh used would be allowed per meter in the FPL net metering agreement. So, while a building or site may be able produce much more than is consumed, there will be limitations to the size.

3 Summary of Findings

The table below summarizes the practical area in ft^2 for each building as well as the associated PV size that could be generated.

Table 3.1: Working Feasibility Data

Site Name	Practical Area (ft ²)	Potential PV System Size (kW)	Avg kWh used system Size (kW)	Site Calculated Size (kW)	Feasible Power Size (kW)	Added Percent Renewable Per Site	Percent towards 30% goal	Budget Installation
Airport	98744.05	13760	TBD	TBD	TBD		TBD	
Blue Wahoos Stadium	9991.81	139.24	698	139.2	139	20%	0.75%	\$348,100.92
Fire Administration Building/ Fire Station 1	5938.94	82.73	204	82.8	82	41%	0.44%	\$206,904.50
Fire Station 2	10561.83	147.18	91	147.2	91	100%	0.49%	\$226,310.95
Fire Station 3	6758.64	94.18	64	94.2	64	100%	0.35%	\$161,125.76
Fire Station 4	12362.45	172.27	87	172.3	87	100%	0.47%	\$218,730.55
Fricker Community Center	8921.09	124.31	176	124.3	124	71%	0.67%	\$310,798.51
Housing Department	6828.61	95.15	53	95.2	53	100%	0.29%	\$133,448.43
Malcolm Youge Center	9607.25	133.88	88	133.9	88	100%	0.47%	\$220,124.02
Osceola Golf Course & Club House	16954.16	644.78	201	881.0	201	100%	1.09%	\$501,258.52
Pensacola Energy Operations Center	23066.57	321.44	221	321.4	221	100%	1.18%	\$552,059.05
Port of Pensacola, Admin Bldg	1603.94	22.35	28	1640.6	22	81%	0.15%	\$55,879.06
Port of Pensacola, Warehouse #4	46438.79	647.14	24	1640.6	24	100%	0.13%	\$60,551.03
Port of Pensacola, Warehouse #8	69688	971.13	148	1640.6	148	100%	0.80%	\$369,970.19
PPD	15160.52	211.26	980	211.3	211	22%	1.14%	\$528,171.67
Roger Scott Athletic Complex	1919.44	26.74	64	304.0	27	42%	0.34%	\$66,870.65
Roger Scott Tennis Center	1909.14	26.60	466	304.0	27	6%	1.62%	\$66,511.81
Vickrey Resource Center	17986.48	250.64	222	304.0	222	100%	1.21%	\$554,056.23
Field Service Center	27560.13	384.06	386	1219.2	384	100%	2.09%	\$960,157.03
Fleet Garage	17992.85	250.73	72	1219.2	72	100%	0.39%	\$181,244.58
Sanitation	5412.36	75.42	111	1219.2	75	68%	0.60%	\$188,559.18
Second Garage at FSC	8644.76	120.46	19	1219.2	19	100%	0.10%	\$47,542.83
Parks Shed at FSC	10651.81	148.43	22	1219.2	22	100%	0.12%	\$54,927.26
Transfer station	12775.67	178.03	2	1219.2	2	100%	0.01%	\$7,787.12
Sanders Beach Community Center	9899.04	137.94	164	137.9	138	84%	0.74%	\$344,868.94
Theophilis May Community Center	9668.45	134.73	105	168.2	105	100%	0.56%	\$263,111.27
Totals:					3981.3		16%%	\$7,632,089.68

Practical Area (ft^2)	The area available at a site that could support a solar install.
Potential PV System Size (kW)	The size of PV system that could fit given the area available.
Avg kWh used system Size (kW)	The size of PV system required to meet 100% of the site's energy needs, based on provided data.
Site Calculated Size (kW)	The size of PV system that could fit given the size of the grouped site.
Feasible Power Size (kW)	The size of PV system that could be installed to meet as much of the site's energy needs as possible.
Added Percent Renewable Per Site	The percentage of renewable energy that the feasible PV system could provide to a site.
Percent towards 30% goal	The percentage of renewable energy that the feasible PV system could provide towards the City's 30% renewable energy goal.
Budget Installion	The estimated cost of installation for the feasible PV system.

3.1 System Value

Almost two-thirds of the sites in **Table 3.1** can have PV systems installed to meet average annual kWh usage, with the capability to expand beyond demand and generate credit.

3.2 Single Systems

The following sites could have roof-mounted PV systems installed that would supply the average kWh used per year: Fire Stations 2, 3, & 4, Housing Department building, Malcolm Young Center, Pensacola Energy Operations Center, and Theophilis May Community Center.

3.3 Campus Systems

Campuses are a group of buildings sub-fed by a shared meter. The Fire Administration building and Fire Station 1 (FS1) currently are sub-fed from the same meter and could have roof-mounted PV systems installed that supply almost half of the average kWh used per year.

Though these building are not campuses, they are located on adjacent properties. The Port of Pensacola has many buildings on separate meters that could be combined in one of two ways to have roof-mounted PV systems installed that can meet demand. One way would be to re-work the head-end electrical equipment and create a single campus-wide meter. Combining these under one meter would lead to higher costs and extend any payback period. The second approach would be to use the largest building on the site as the location for the majority of the solar arrays. Instead of feeding only the one building, feeders from that larger array could be fed to the other buildings on site that have individual meters and tied-in to those systems. Doing so does pose some concerns for meeting the requirements of Article 225 of the National Electric Code. Something that would easily be addressed during a design phase.

Similarly, the following sites could be combined onto one meter to meet demand: Field Service Center, Fleet Garage, Parks Shed at FSC, Sanitation, Second Garage at FSC, and Transfer Station. The Roger Scott Tennis Center and Vickery Resource Center could also be reworked to share one meter and have a PV system that almost meets demand.

Account Number	Group	Building or Site Name	Area Type	Maximum Area	Practical Roof Area	Potential Carport Area	Potential Roof kW Size	PVWatts kWh/yr	Approx. kWh/yr used	AVG \$/kWh	Hours	Building Used kW	Size	Site Calculated kW	Feasible kW	Added percent Renewable	Percent towards goal	Budget	Install
	Airport	Airport Ground	Ground		963333.97		13424	19,895,098				1,482	0.0	0.0	0.0	-	-	\$	-
	Airport	Airport S. Parking Lot	Carport		24110.84		336	497,945				1,482	0.0	0.0	0.0	-	-	\$	-
	Commerdencia St Lot	Commerdencia St Lot	Carport		27943.44		389	571,027			0.15	1,466	0.0	0.0	0.0	-	-	\$	-
2105467910	East Pensacola Heights clubhouse	East Pensacola Heights clubhouse	Roof	3500	0		49	72,285	27,532	0.28		1,482	18.6	48.8	18.6	100%	0.10%	\$	46,442.82
2105303941	Fire Admin	Fire Administration Building	Roof	10118.75	3100.64		43	63,121	297,440	0.11		1,461	203.6	82.8	82.8	41%	0.44%	\$	206,904.50
2105303941	Fire Admin	Fire Station 1	Roof	18251.39	2838.3		40	57,249			0.11	1,447	0.0	0.0	0.0	-	-	\$	-
2100953211	Fire Station 2	Fire Station 2	Roof	13100.23	10561.83		147	216,754	133,313	0.09		1,473	90.5	147.2	90.5	100%	0.49%	\$	226,310.95
2107799070	Fire Station 3	Fire Station 3	Roof	10434.55	6758.64		94	139,617	95,540	0.12		1,482	64.5	94.2	64.5	100%	0.35%	\$	161,125.76
2102983968	Fire Station 4	Fire Station 4	Roof	13957.32	12362.45		172	253,885	128,938	0.10		1,474	87.5	172.3	87.5	100%	0.47%	\$	218,730.55
2104833682/2102965296	Fricker Community Center	Fricker Community Center	Roof	22058.8	8921.09		124	182,024	257,608	0.11		1,464	175.9	124.3	124.3	71%	0.67%	\$	310,798.51
2106436740/2102624448	Golf	Osceola Club House	Carport		14075.46		196	285,644			0.10	1,456	0.0	0.0	0.0	-	-	\$	-
2106436740/2102624448	Golf	Osceola Club House	Roofs		2878.7		40	58,295			0.10	1,453	0.0	0.0	0.0	-	-	\$	-
2106436740/2102624448	Golf	Osceola Golf Course	Ground	46269.39			645	955,841	297,230	0.10		1,482	200.5	881.0	200.5	100%	1.09%	\$	501,258.52
2104975418	Highland Terrace Park	Highland Terrace Park	Roof	15410.02	7166.55		100	145,977	2,373	0.15		1,462	1.6	99.9	1.6	100%	0.01%	\$	5,680.95
2101950109	Housing Department	Housing Department	Roof	9068.48	6828.61		95	139,454	78,226	0.12		1,465	53.4	95.2	53.4	100%	0.29%	\$	133,448.43
	Jefferson Lot	Jefferson Lot	Carport		38121.08		531	779,474			0.15	1,467	0.0	0.0	0.0	-	-	\$	-
	Jefferson St Garage	Jefferson St Garage	Carport	34548.8	29361.67	17620.39	409	600,386			0.15	1,467	0.0	0.0	0.0	-	-	\$	-
2105586214	Legion Field	Legion Field	Roof	3594.6	2404.25		34	48,442	33,170	0.14		1,446	22.9	168.2	22.9	100%	0.12%	\$	57,354.04
2104230889	Legion Field	Theophilis May Community Center	Roof	16001.82	9668.45		135	196,703	153,650	0.12		1,460	105.2	168.2	105.2	100%	0.56%	\$	263,111.27
2106543909	Malcolm Youge Center	Malcolm Youge Center	Roof	10008.08	9607.25		134	195,235	128,400	0.12		1,458	88.0	133.9	88.0	100%	0.47%	\$	220,124.02
351	Maritime Park	Blue Wahoos Stadium	Roof	31745.02	9991.81		139	204,043	1,023,413	0.09		1,465	698.4	139.2	139.2	20%	0.75%	\$	348,100.92
	N Palafox Lot	N Palafox Lot	Carport		10076.44		140	207,472			0.15	1,478	0.0	0.0	0.0	-	-	\$	-
2108646726	Pensacola Energy Operations Center	Pensacola Energy Operations Center	Roof	29204.93	23066.57		321	468,555	321,886	0.21		1,458	220.8	321.4	220.8	100%	1.18%	\$	552,059.05
700S	Port	Port of Pensacola, Admin Bldg	Roof	2782.97	1603.94		22	32,295	39,921	0.15		1,445	27.6	1640.6	27.6	100%	0.15%	\$	69,074.10
2105561134	Port	Port of Pensacola, Warehouse #4	Roof	90367.9	46438.79		647	949,754	35,546	0.20		1,468	24.2	1640.6	24.2	100%	0.13%	\$	60,551.03
2103278871	Port	Port of Pensacola, Warehouse #8	Roof	116280.81	69688		971	1,425,365	217,207	0.03		1,468	148.0	1640.6	148.0	100%	0.80%	\$	369,970.19
2105891903	PPD	PPD	Roof	25554.61	15160.52		211	309,734	1,437,168	0.09		1,466	980.3	211.3	211.3	22%	1.14%	\$	528,171.67
	Public Works	Code Enforcement	Roof	5272.57	4454.1		62	91,420			0.15	1,473	0.0	0.0	0.0	-	-	\$	-
2103447450	Public Works	Field Service Center	Roof	33118.46	27560.13		384	566,215	568,853	0.10		1,474	385.9	1219.2	385.9	100%	2.09%	\$	964,630.41
2107790392	Public Works	Fleet Garage	Roof	23291.43	17992.85		251	368,630	106,585	0.11		1,470	72.5	1219.2	72.5	100%	0.39%	\$	181,244.58
2105592360	Public Works	Parks Shed at FSC	Roof	11223.01	10651.81		148	218,229	32,301	0.13		1,470	22.0	1219.2	22.0	100%	0.12%	\$	54,927.26
2107731651	Public Works	Sanitation	Roof	7145.24	5412.36		75	110,589	162,826	0.13		1,466	111.1	1219.2	111.1	100%	0.60%	\$	277,625.60
2104593427	Public Works	Second Garage at FSC	Roof	11865.63	8644.76		120	176,942	27,932	0.13		1,469	19.0	1219.2	19.0	100%	0.10%	\$	47,542.83
2101795496	Public Works	Transfer station	Roof	12953.51	12775.67		178	262,464	3,280	0.07		1,474	2.2	1219.2	2.2	100%	0.01%	\$	7,787.12
2106567346/2107274397/2104164781/	Roger Scott	Roger Scott Athletic Complex	Roof	3612.74	1919.44		27	38,618	92,506	0.33		1,444	64.1	304.0	64.1	100%	0.34%	\$	160,182.72
2107274397	Roger Scott	Roger Scott Tennis Center	Roof	2635.68	1909.14		27	38,618	676,554	0.21		1,452	466.1	304.0	304.0	65%	1.62%	\$	760,006.69
2101906622	Roger Scott	Vickrey Resource Center	Roof	26000	17986.48		251	371,322	328,320	0.17		1,481	221.6	304.0	221.6	100%	1.21%	\$	554,056.23
2105006627/2102116015	Sanders Beach Community Center	Sanders Beach Community Center	Roof	22756.16	9899.04		138	201,107	238,481	0.12		1,458	163.6	137.9	137.9	84%	0.74%	\$	344,868.94
									6,946,198				4739.7	3051.3		64%	16%	\$	7,632,089.68



Solar Panel Structural Assessment

City of Pensacola

July, 2022

Mott MacDonald
220 West Garden Street
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United States of America

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mottmac.com

City of Pensacola
222 West Main Street
Pensacola, FL 32501

Solar Panel Structural Assessment

City of Pensacola

July, 2022

Issue and revision record

Revision	Date	Originator	Checker	Approver	Description
1	July 6, 2022	JPE, MJC	KM	CEL	Issued for Use

Document reference: 502100054-034 | 1 | A

Information class: Standard

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Executive Summary

In 2022, a Solar Feasibility Study (refer to **Appendix D**) was performed by Mott MacDonald. In that study, dozens of buildings were assessed to provide the City with information to determine which buildings would benefit most from the installation of solar panels. The study used building location, geometry, surroundings, and the sun's path to develop a practical roof area that could be used to install solar panels and produce the most energy in an efficient manner.

From the Solar Feasibility Study, the City of Pensacola selected four (4) structures to further investigate for placement solar panels: the Port of Pensacola Warehouse #8, the Pensacola Fleet Garage, Vickrey Center, and Fire Station #3. Subsequently, the City added one additional building, Bayview Community Center, which was not included in the Solar Feasibility Study. The next step was to perform a structural assessment of the above-referenced buildings, which is the basis of this report.

Mott MacDonald engineers visited each building, reviewed drawings provided by the City for select buildings, and used various standards and codes to determine the structures' ability to adequately support the addition of the proposed solar panels. The buildings consist of several different types of construction, roof types and materials, slopes, geometry, and age. In general, the structural framing and load bearing elements of all observed buildings appear to be in serviceable condition. No structural hardening or retrofitting is required at this time. However, the conditions of the roof systems varied from good to poor. It is likely that some of these will roofs will undergo a roof replacement either before the solar panels are installed or within the service life of the panels.

Installation of roof panels and replacement of roof systems with solar panels present introduces several other items that must be considered by the owners. While it is not in the scope of this report, Mott MacDonald has included some of these items and brief discussions for the benefit of the stakeholders to consider such things as existing roof warranties, roof warranties from the solar panel installer, cost of removing and reinstalling solar panels for roof replacements, and glare studies.

Project Sites and Information

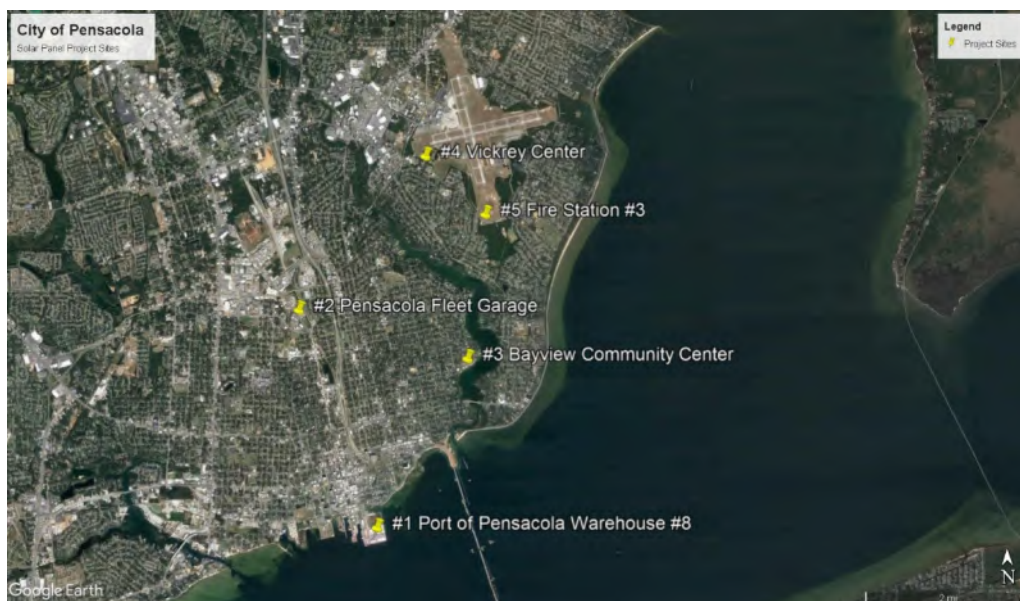
The City of Pensacola procured engineering services from Mott MacDonald to perform a structural assessment of five (5) City-owned buildings to assess the structural condition of the buildings and evaluate their ability to support the addition of solar panels. The sites are scattered around the Pensacola area and different strategies from in-person assessment and drawing review to code and standard interpretation were utilized to evaluate the buildings.

Project Sites

In January 2022, the City of Pensacola (hereafter referred to as the City) obtained Mott MacDonald to complete a structural assessment on five (5) City-owned buildings to determine if roof-mounted solar panels are feasible. The buildings, locations, and aerials are provided below. The buildings which make are the basis of this report are as follows:

1. Port of Pensacola, Warehouse #8 - 760 S Barracks St.
2. Pensacola Fleet Garage - 2759 N Palafox St.
3. Bayview Community Center – 2000 E Lloyd St.
4. Roger Scott Sports Complex, Vickrey Center – 2130 Summit Blvd.
5. Fire Station #3 - 2750 Summit Blvd.

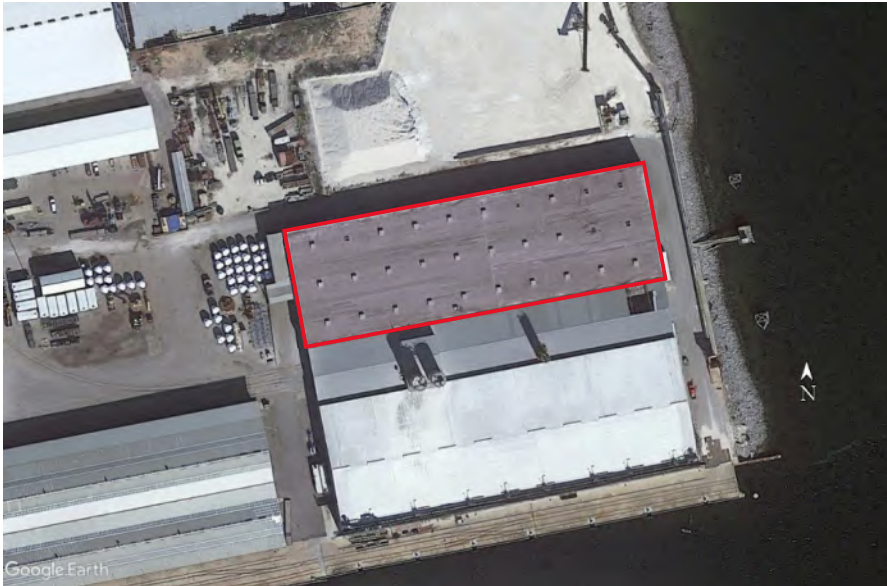
Figure 1: Site Locations



Source: Google Maps (2022)



Figure 2: Aerial View – Port of Pensacola Warehouse #8



Source: Google Maps (2022)



Figure 3: Aerial View – Pensacola Fleet Garage



Source: Google Maps (2022)



Source: Google Maps (2022)



Source: Google Maps (2022)



Figure 6: Aerial View - Fire Station #3



Source: Google Maps (2022)

Scope and Methodology

In 2022, a solar feasibility study was performed by Mott MacDonald. In that study, dozens of buildings were assessed to provide the City with information to determine what buildings would benefit most from the installation of solar panels. The study used building location, geometry, surroundings, and the sun's path to develop a practical roof area that could be used to install solar panels and produce the most energy in an efficient manner. The City narrowed that list down to four (4) buildings, and subsequently added a fifth building, settling on the list shown above. The City's next step was to engage Mott MacDonald to evaluate the buildings from a structural perspective. This purpose of this structural assessment is to identify the type of construction and the condition of any affected load-bearing elements, providing repairs or retrofit directives, along with the associated costs.

In May and June of 2022, Mott MacDonald engineers accessed the five (5) project sites to observe the existing framing, roof type, and their general condition to determine if the existing roof systems of the buildings can accommodate the additional loads applied by the new solar panels. The observations were visual in nature and were restricted to areas of access. No components, such as finishes or insulation, were removed to expose underlying structures or connections. Two of the buildings, the Bayview Community Center and Fire Station #3, have engineered drawings that were provided to Mott MacDonald by the City. These drawings were used in conjunction with information gathered from the site assessments to determine if the roof structures in question can support solar panels. For the condition assessments, engineers walked the perimeter of each building, observed the exterior building envelope, and observed the structural framing from the inside, as allowed, given the limitations described above. Using the drawings provided by the City, site visit observations, and applicable standards and codes, Mott Macdonald evaluated the buildings for the loads imposed by the solar panels.

Roof Systems and Condition Assessments

Using the methodology described above, Mott MacDonald performed an assessment of each building's structural components. Inspections were visual in nature and no material testing, or roof assembly examination was performed beyond what was readily visible. Mott MacDonald did not complete any destructive testing on the roof assemblies or any materials. Refer to **Appendix A** for images from the field observations.

Port of Pensacola Warehouse #8

Warehouse #8 at the Port of Pensacola is an 83,000 sq. ft. precast concrete building that is comprised of precast concrete tilt-up panels with a precast double-T beam roof structure. Based off Mott MacDonald research, it was constructed between 1978-1982.

Engineers observed the walls, columns, and precast double-T beams from the floor level and used an access ladder to get on the modified bitumen roof. There are approximately 30 vents (roughly 6'-5"x6'-5"), as well as an HVAC system mounted to the roof. Additionally, there is a small parapet on all four sides of the roof approximately 2 foot in height with scuppers at 45 feet on center. There is a one (1) foot wide by ten (10) inch high ridge that runs north and south as seen in **Figure 8**. Mr. Embelton with the Port of Pensacola met with Mott MacDonald staff on site and informed Mott MacDonald staff a section of the roof was replaced after it was damaged during Hurricane Sally. The remaining section of the roof shows signs of wear and tear and will likely require replacement in the foreseeable future. No observable structural deficiencies were found by Mott MacDonald. From what was visible, the existing roof system appears to be in serviceable condition.

Table 1: Information for Roof Panel Installation Warehouse #8

Roof Slope	Eave Height	Structural Roof Framing	Roof Type
Flat	≈25'-8"	Precast Double T-Beams	Modified Bitumen

Figure 7: Roof Deck Warehouse #8



Figure 8: Ridge Warehouse #8

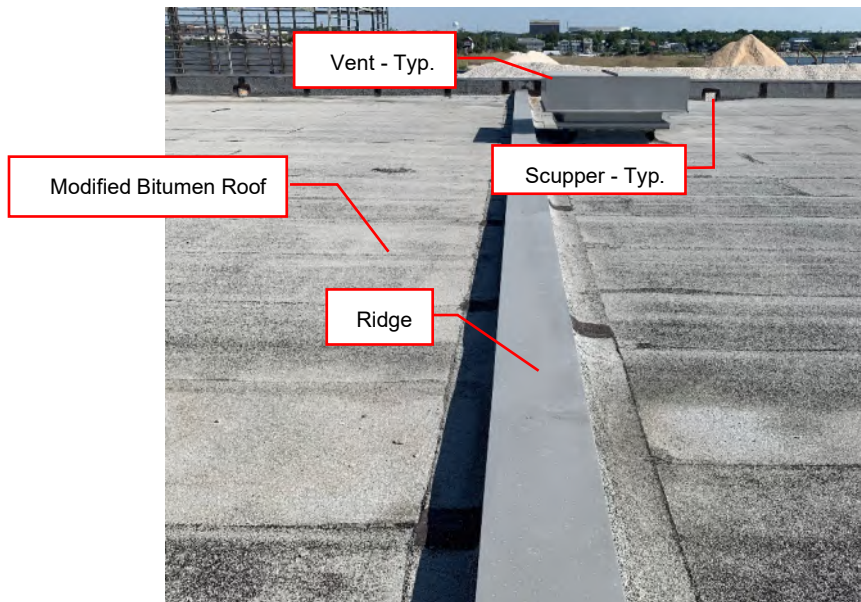


Figure 9: Northwest Elevation View - Warehouse #8



Pensacola Fleet Garage

The Pensacola Fleet Garage is a 22,300 sq. ft. pre-engineered metal building consisting of rigid frames with interior columns, girts, roof purlins, and metal sheathing. It was constructed in 1973.

Engineers observed the structure from the floor level and from the exterior at ground level. The following observations were made: There are approximately 52 skylights (roughly 10'x3') attached to the top of the corrugated metal roof, the existing roof is supported by rigid frames at 24 feet on center and purlins at 7 feet on center, and the existing roof deck has insulation on the underside that is damaged as seen in **Figure 10**.

After speaking with the Fleet Administrator, Dean Palag, Mott MacDonald was informed that the existing roof is scheduled to be replaced likely within the next year. It is understood that the roof replacement will occur prior to installation of the solar panels, thus saving on costs to remove and reinstall them. While it is unclear if the roof will be replaced in kind or replaced with an alternative roof system (such as standing seam metal roof), effects of additional roof material loads applied to the structure, if any, should be considered in addition to the new solar panels. No structural deficiencies of the load-bearing system to remain were observed by Mott MacDonald. Further discussion regarding costs associated with solar panel removal and reinstallation for roof repairs will be provided in the Error! Reference source not found. section.

Table 2: Information for Roof Panel Installation Fleet Garage

Roof Slope	Eave Height	Structural Roof Framing	Roof Type
1/2:12	≈20'-0"	LT Ga Purlins on Rigid Frames	Corrugated Metal Deck w/ Exposed Fasteners

Figure 10: Roof Deck - Fleet Garage

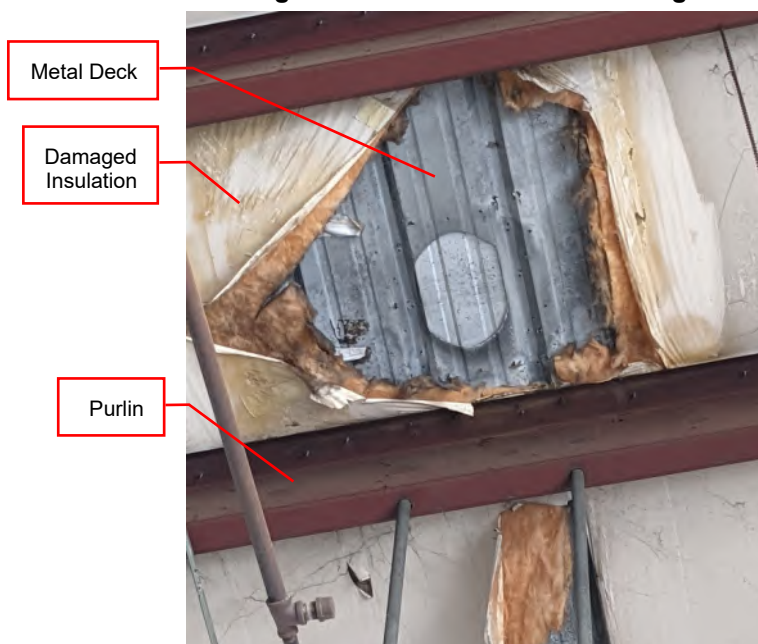


Figure 11: Roof Framing - Fleet Garage



Figure 12: Southeast Elevation View - Fleet Garage



Bayview Community Center

Bayview Community Center is a 18,000 sq. ft. structure that was built in 2020. According to the structural plans provided by the City, it is a steel frame building consisting of wide-flanged (W) and hollow structural section (HSS) beams. The roof is a single-ply membrane sitting on two different types of decking: 3" 20 Ga Vulcraft metal deck or Epicore ER 3.5A 20 Ga deck constructed in the shape of a hyperbolic paraboloid.

Engineers observed the structure from the underside and from the exterior at the ground level. Physical access to the roof was not available. Therefore, engineered drawings provided by the City were referenced to assess the structure. While roof access was not available, it is reasonable to conclude that the structure is in adequate condition, given the age of the building, the nature of the construction, and from lack of visible deficiencies. Refer to **Appendix B** for existing Bayview Community Center drawings.

Table 3: Information for Roof Panel Installation Bayview Community Center

Roof Slope	Eave Height	Structural Roof Framing	Roof Type
Varies	≈14'-0"	Structural Steel	Single-ply Membrane over
	Varies	W-shapes & HSS	3" 20 Ga Metal Deck or
			ER 3.5A 20 Ga Deck

Figure 13: Elevation View – Bayview Community Center



Vickrey Center – Roger Scott Athletic Complex

According to the Escambia County Property Appraiser, the Vickrey Center was built in 1997 and has an approximate square footage of 21,100 sq. ft. The building consists of a standing seam metal roof supported by steel bar joists or trusses supported by masonry bearing walls with both brick veneer and metal siding. The roof system includes varying slopes and eave heights.

Engineers observed the structure from the floor level and from the exterior at the ground level. The roof framing members for this structure illustrated in **Figure 14** and consist of the following:

- Steel Trusses in the gymnasium spaced at approximately 12 feet on center
- Open web steel joists in the south hallway spanning east to west
- Open web steel joists in the east hallway spanning east to west
- Steel tubes spanning north to south in the central hallway
- Open Web steel joists in offices/classrooms

Mott MacDonald was unable to observe the roof deck close enough to determine profile or thickness. Additionally, no access was provided to observe the roof from above. From what was visible, the existing roof system appears to be in serviceable condition.

Table 4: Information for Roof Panel Installation Vickrey Center

Roof Slope	Eave Height	Structural Roof Framing	Roof Type
Varies	≈30'-0"	Varies (See below)	Standing Seam Metal Deck

Figure 14: Roof Framing Layout - Vickrey Center



Figure 15: Roof Framing - Steel Trusses - Vickrey Center Gym

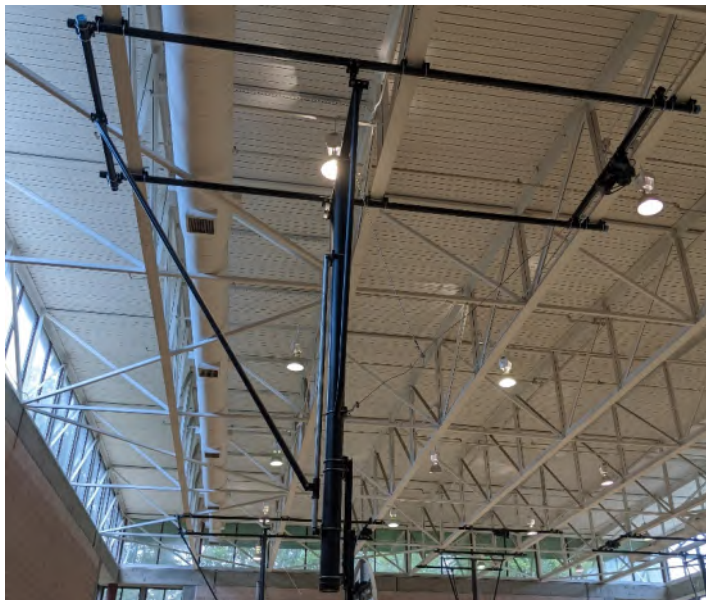


Figure 16: Roof Framing - Bar Joists - Vickrey Center Offices



Figure 17: Roof Framing - Steel Tubes - Vickrey Center Central Hallway



Figure 18: Roof Framing - Open Web Steel Bar Joists - Vickrey Center



Figure 19: North Elevation View – Vickrey Center



Fire Station #3

Fire Station #3 is a stucco-finished CMU structure that was constructed in 2019. The roof system consists of pitched sections (4:12 slope) and flat sections with roof drains. The roof framing of the structure consists of steel trusses and steel bar joists. It also features parapet walls on the north and south walls of the building and is supported by CMU walls.

Engineers observed the structure from the underside and the exterior at the ground level. Physical access to the roof was not available. Therefore, engineered drawings provided by the City were referenced to assess the structure. The roof is a single-ply membrane in the flat sections and standing seam metal roof on the pitched sections. The roof framing members for this structure consist of steel trusses, steel bar joists, and light gage roof purlins. Both flat and pitched sections have a 1 ½" 22 ga metal deck. Given the building's age and structural observations, the structure appears to be in adequate condition. Refer to **Appendix C** for existing Fire Station #3 drawings.

Table 5: Information for Roof Panel Installation Fire Station #3

Roof Slope	Eave Height	Joist	Roof Type
4:12, Flat	14'-0"	Steel Trusses, Steel Bar Joists	Membrane over Metal Deck

Figure 20: Roof Framing – Fire Station #3



Figure 21: South Elevation – Fire Station #3



Roof Load Capacities

To determine the roofs' structural capacity for adequately supporting the addition of new solar panels, three load categories must be considered: dead loads, roof live loads, and wind loads. For several of the buildings, design drawings, which indicate the loading criteria each building has been designed to and the precise materials, thicknesses, and weights, are not available. For this reason, the approach involves using code requirements and standard design approaches to justify the additional weight of the panels by substituting load demand from one category to another which is described in more detail below.

Dead Loads

ASCE7 and the Florida Building Code (FBC) define dead load as “the weight of materials of construction incorporated into the building, including but not limited to walls, floors, roofs, ceilings, stairways, built-in partitions, finishes, cladding and other similarly incorporated architectural and structural items, and the weight of fixed service equipment...”

For many of the buildings that are discussed in this report, we are not able to determine the magnitude of dead load the structure was designed to support. Therefore, it is not possible to check the additional weight of the solar panels against the excess capacity in the structure. Instead, a combination of dead loads and roof live loads will be used to offset the effects of the additional weight.

Roof Live Loads

ASCE7, similarly to the Florida Building Code (FBC), defines roof live load as “a load on a roof produced (1) during maintenance by workers, equipment, and materials, and (2) during the life of the structure by moveable objects such as planters or other similar small decorative appurtenances that are not occupancy related...”

For the roof types discussed in this report, both ASCE7 (Table 4.3-1) and the FBC (Table 1607.1) require the design to accommodate a roof live load of 20 psf. It should be noted that both ASCE7 (Section 4.8) and the FBC (Section 1603.1.2) allow for a reduction in the prescribed roof live load depending on the roof area and slope. When roof live loads are reduced, under no circumstances can the roof live load be reduced beyond 12 psf. However, after reviewing the geometry of each building, it is unlikely that much, if any, roof live load reduction would have been justifiably incorporated into the design.

Justification of Additional Weight of Solar Panels

The approach to justifying that the additional weight associated with the solar panels will not exceed the structural capacity involves using some of the capacity originally reserved for the roof live load and redirecting it to account for the solar panel weights. To do this, the weight of the solar panels and the original roof live loading must not act simultaneously. ASCE7 Section 4.17 states that the loads shall act concurrently with the following exception: “The roof live load need not be applied to the area covered by solar panels where the clear space between the panels and roof surface is 24 in. or less”. Coordination between the roof structure, basis of design solar panel, and common connection types, it is highly likely this condition will be met. In the event the solar panels are installed in a manner that results in a clear distance greater than 24 inches between the panels and the roof surface, a more in-depth analysis will be required.

The weight of the basis of design panel is 2.3 pounds per square foot (psf), and other typical commercial solar panels investigated range from 2-5 psf. Once the solar panels are installed, this footprint no longer needs to be considered for roof live load. In essence, the 20 psf roof live load (or 12 psf in a worst-case scenario) is being substituted for the solar panels which apply a significantly lighter load. Therefore, gravity loading from the solar panels can be supported by each roof structure provided no other load conditions such as a heavier roof is installed during replacement, the condition of the structure remains serviceable, and the original design and construction followed all applicable code and erection standards.

Later sections of this report will discuss solar panel mounting options in greater detail. However, it should be noted that one commonly cited mounting strategy utilizes ballast mounts to hold the solar panels in place. Caution is stressed in using this as a mounting option, and ideally it is avoided due to the strong winds that occur in Pensacola, especially during hurricane season. Furthermore, the significant weight increase is beyond the justification previously explained and would require a more in-depth analysis should ballasts mounts be desired.

Wind Loads

Wind loads account for the uplift and downward pressures caused by a windstorm event. Design wind loads are based off wind speed maps provided by ASCE7 and subsequently adjusted by a variety of factors such as building geometry, surrounding terrain, risk category, and enclosure classification. In this report, wind loads acting on the panels and the building have been considered.

Wind Load on Panels- Wind loads have been calculated for the basis of design solar panel per ASCE7-16 Section 29.4.4. For this section to be applicable, the following requirements must be met:

- Panels must be parallel to the roof surface within 2 degrees
- Maximum height above roof surface no greater than 10 inches
- Minimum gap of ¼ inch between all panels and maximum spacing not to exceed 6.7 feet
- Minimum edge distance equal to two (2) times the height of the solar panel above the roof surface. Recommendations for edge distances will be discussed later in this report in the **Additional Considerations** section.

The solar panel considered in this report, as described in **Basis of Design Solar Panel**, has a “Max Design Load, Push/Pull” value of 75 pounds per square foot (psf). This value is used to assess whether the solar panel can handle the wind loads it will experience. In general, buildings experience elevated wind pressures around the roof edges and corners. While these pressures vary from building to building, in most cases, the wind pressures in these zones exceed the allowable capacity of the solar panels. While the actual solar panels selected for installation may have varying load ratings, it is recommended to install the solar panels at a distance away from the edge to avoid these elevated wind pressures. Refer to **Table 8** for recommended edge distances based on these zones. Lastly, the Solar Feasibility Study previously discussed was developed prior to this report. Thus, the edge distance recommendations provided herein were not considered when developing the roof areas to be used for solar panel installation.

Wind Load on Structure- Wind loads act perpendicular to the surface to which they are applied, in a similar manner to roofs. As previously discussed, the basis of design considers the solar panels to be located parallel to the existing roof and with a clear dimension less than 24 inches between the panels and the roof surface, likely considerably less. For this reason, it is reasonable

to conclude that the wind loads applied to the solar panels would be of the same magnitude as those applied to the roof without the presence of the solar panels. Additionally, with the proximity, wind loads would not act concurrently and therefore would not be additive.

Solar Panels

Mott MacDonald, in collaboration with local solar panel manufacturers and installers, has selected a specific solar panel model to be used for maintaining consistency throughout this report. This solar panel has been chosen for its characteristics and features that are consistent with commonly used solar panels in similar applications.

Basis of Design Solar Panel

Q.PEAK DUO ML-G6+ 330-345 solar module series. Most solar panels used in similar applications are comparable to the basis of design panels in terms of weight, size, performance, and properties.

- 43.9 lbs.
- 68.5 inches x 40.5 inches = 19.27 sq. ft.

Figure 22: Solar Panel Basis of Design

Q.PEAK DUO BLK-G6+ 330-345
ENDURING HIGH PERFORMANCE

VDE Quality Tested
TÜV SÜD
Q CELLS

Q. ANTUM TECHNOLOGY: LOW LEVELIZED COST OF ELECTRICITY
Higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 19.5%.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID and Anti PID Technology¹, Hot-Spot Protect and Traceable Quality Tra.Q™.

EXTREME WEATHER RATING
High-tech aluminum alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

A RELIABLE INVESTMENT
Inclusive 25-year product warranty and 25-year linear performance warranty².

STATE OF THE ART MODULE TECHNOLOGY
Q. ANTUM DUO combines cutting edge cell separation and innovative wiring with Q. ANTUM Technology.

¹ APT test conditions according to IEC/TS 62804-1:2015, method B (-1500 V, 168h)
² See data sheet on rear for further information.

Table 6: Solar Panel Basis of Design Properties

PROPERTIES FOR SYSTEM DESIGN				
Maximum System Voltage V_{SYS}	[V]	1000 (IEC)/1000 (UL)	Safety Class	II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI/UL 1703	C (IEC)/TYPE 2 (UL)
Max. Design Load, Push / Pull ¹	[lbs/ft ²]	75 (3600 Pa)/55 (2667 Pa)	Permitted Module Temperature on Continuous Duty	-40 °F up to +185 °F (-40 °C up to +85 °C)
Max. Test Load, Push / Pull ¹	[lbs/ft ²]	113 (5400 Pa)/84 (4000 Pa)		

¹ See Installation Manual

Source: Qcells USA Corp. via a local solar panel representative

Connector Details

There are three different mounting methods commonly used for solar panel attachments: clamp mounts, mounting brackets, and ballast mounts. Clamp mounting, the most non-intrusive method, requires no roof penetration. Instead, the clamps secure to the vertical seams on standing seam metal roofs. Roof-penetrating mounting brackets are another commonly employed method and involves screwing brackets into the roof. These mounting brackets come in a variety of forms that can be used on a wide range of roofs. However, any penetrations in a roof's surface can compromise its weathertightness and leave the roof susceptible to leaking. While measures such as sealants or gaskets are employed to prevent water intrusion, there is inherent risk involved when installing such fasteners, especially in the quantity required for large scale solar panel installation. Examples of clamp mounts and roof-penetrating mounting brackets are provide in **Figure 23** and **Figure 24/Figure 25**, respectively. Ballast mounts are an option for flat roof systems. Like clamp mounts, ballast mounts do not penetrate the roof but use self-weight to keep the solar panels in place. However, this method is typically not optimal for areas subject to high wind speeds. Furthermore, the additional weight required to counteract wind uplift pressures may exceed the roofs structural capacity. Should ballast mounts be desired on any of the buildings discussed in this report, further roof investigations and in-depth analysis would be required.

Depending on what roof type is present, different mounting methods as described above are typically preferred. Refer to **Table 7** for common mounting techniques for the roof types identified in this report and with respect to each building. Regardless of which roof type and attachment method is utilized, the system must be properly rated to handle the applied wind loads. Additionally, all manufacturer recommendations and installation requirements should be followed.

Figure 23: Standing Seam Metal Roof Clamp Mounts



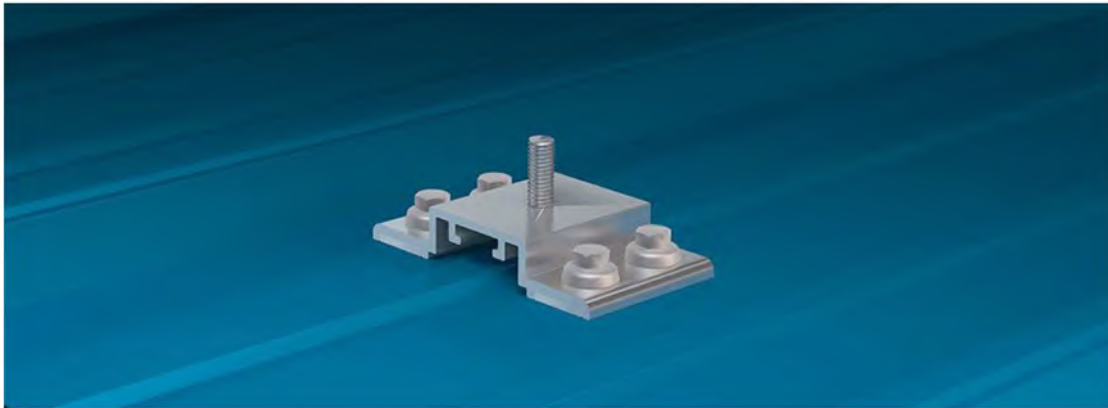
Source: S-5! (<https://www.s-5.com/do-you-have-a-standing-seam-metal-roof/>)

Figure 24: Universal Mounting Bracket Commonly Used on Flat Roofs



Source: UNIRAC (<https://unirac.com/pdf/flashloc-rm/>)

Figure 25: Mounting Bracket Commonly Used on Exposed Fastener Roofs



Source: SolarFoot via Western States Metal Roofing (<https://www.westernstatesmetalroofing.com/blog/solar-panels-on-metal-roof>)

Table 7: Commonly Used Solar Panel Mounting Methods for Each Building

Building	Roof Type	Commonly Used Attachment
Port of Pensacola Warehouse #8	Modified Bitumen	Mounting Brackets
Pensacola Fleet Garage	Corrugated metal w/ Exposed Fasteners (may change)	Mounting Brackets or Clamp Mounts if Replaced with Standing Seam Metal Roof
Bayview Community Center	Single-Ply Membrane	Mounting Brackets
Vickrey Center	Standing Seam	Clamp Mounts
Fire Station #3	Standing Seam & Single-Ply Membrane	Clamp Mounts and Mounting Brackets

Additional Considerations

While the focus of this report is on the structural assessment of the buildings selected by the City, Mott MacDonald recognizes that there are many other components that should be taken into consideration while evaluating the installation of roof-mounted solar panels. To provide the City with a full understanding of all aspects involved with a project of this sort, Mott MacDonald shares the following thoughts for the City to consider. Please note that extensive research was not performed on the following topics given it was not the focus of this report, and the City should inquire for additional information from sources more familiar with the respect to the given topics.

Roof Warranties

When a roof, new or replacement, is installed on a building, it comes with a roof warranty that protects the roof from issues such as water infiltration, premature aging, etc. Typical roof warranties have terms of approximately 20 to 30 years, and often specifically exclude roof penetrations, attachments, or additional utilities (i.e., solar panels) not designed or provided by the roof manufacturer. After speaking with multiple roofing contractors in the area, it is highly likely that manufacturers warranties for existing roofs will be voided after installing solar panels. In turn, it is common for the solar panel installer to provide a new roof warranty to protect the owner. However, it is possible that the new warranty will not encompass all of the components of the original roof warranty. Especially for newer roofs, such as the Bayview Community Center, it is imperative that the City fully understands the implications of installing roof panels that may alter or void the roof warranty. The City should coordinate and compare the original roof warranty with any future warranties that may be provided by the solar panel installer prior to purchasing or installing solar panels. Additionally, the City should consider all implications that may arise if a roof is needed to be replaced while solar panels are in service with respect to the roof warranty.

Commercial Panel Layout

Prior to this report, Mott MacDonald submitted a Solar Feasibility Study that estimated the practical area of roof that would be most beneficial to the production of power. Further investigation conducted for this report has provided results that could potentially impact the values shown in the Solar Feasibility Study. While that study considered roof geometry, surroundings, and the sun's path, it did not take into account structural considerations such as wind loading. Due to the high wind speeds in Pensacola, it is recommended that solar panel layouts consider portions of the roof that experience higher wind pressures. Wind pressures acting on a roof are categorized by zones. Zones that are near edges, corners, and ridges of the roof experience higher magnitude loads in a wind event. It is recommended to install the solar panels in zones that are not subject to these higher wind pressures. For simplicity, **Table 8** provides edge distances for each building that will allow limit the solar panels' exposure to these high wind zones.

Table 8: Requirements Solar Panel Edge Distances

Building	Edge Distance (ft)
Port of Pensacola Warehouse #8	16
Fleet Garage	9
Bayview Community Center	12
Vickrey Center – Roger Scott Athletic Complex	12
Fire Station #3	8

Glare Studies

Another item for the City to consider is the possibility of excessive glare coming from the solar panels. In theory, the purpose of a solar panel is to absorb the sun's energy. While they are efficient at doing so in optimum conditions, they may be less effective under other conditions such as a solar angle that is less than ideal. In some cases, this can result in a more intense glare. The nuances of glares from solar panels and the requirements set forth by the Pensacola International Airport (PNS) and the Federal Aviation Administration (FAA) are beyond the scope of this Report. However, due to their proximity to PNS, the City should consider investigating any requirements that may be in place and, if necessary, have a glare study completed for the Vickrey Center and Fire Station #3 prior to commencing.

Panel Removal, Roof Maintenance, etc.

Apart from Bayview Community Center and Fire Station #3, the buildings have older roofs. These roofs will likely need to be replaced before new solar panels reach the end of their design life. A roof replacement would involve uninstalling/reinstalling the solar panels and would greatly add to the cost of a roof replacement. After contacting solar companies in the area, it is estimated that these costs would be on the magnitude of 85¢ per watt depending on size and type of mounting used. Using this estimate in conjunction with the feasible power sizes from the Solar Feasibility Study, an estimate for the additional cost of uninstalling and reinstalling solar panels for each building is illustrated in **Table 9**. As explained in the "Solar Panel Layout" section, the Feasible Power Sizes do not consider the impacts of avoiding the high wind pressure zones and may be subject to change. As such, this is a rough estimate and is only provided to illustrate the impact of solar panels with respect to roof replacements.

Table 9: Additional Cost of Reinstallation of Solar Panels

Structure	Feasible Power Size (W)	Additional Cost (\$)
Port of Pensacola Warehouse #8	148,000	\$125,800
Pensacola Fleet Garage	72,000	\$61,200
*Bayview Community Center	*N/a	*N/a
Vickrey Center	222,000	\$188,700
Fire Station #3	64,000	\$54,400

*Bayview Community Center was not included in the solar feasibility study. Therefore, a feasible power size has not been calculated at this time.

Conclusions

Mott MacDonald has developed conclusions for each structures' ability to support the addition of solar panels. In general, the load-bearing components of each building appear to be in serviceable condition based on the observations made and the level of assessment described in earlier sections. The roof systems range in condition from good to poor. The City should consider all aspects of the project such as roof replacements, roof warranties, and glare studies.

Port of Pensacola Warehouse #8

The roof support structure for warehouse #8 at the Port of Pensacola is in serviceable condition. Mott MacDonald observed no structural deficiencies and believes that the installation of solar panels is structurally feasible. It appears that a smaller section of the roof was replaced after Hurricane Sally. The remaining section of the roof is showing signs of wear and tear. The City shall consider the impacts of replacing the roof with solar panels in service and coordinate with expected remaining roof life. It may be cost effective to replace the rest of the roof to avoid installing and reinstalling solar panels. It should be noted that additional corrosion protection may be required as the structure is in a saltwater environment. Mott MacDonald believes that solar panels are structurally feasible.

Pensacola Fleet Garage

The roof support structure for the Pensacola Fleet Garage is in serviceable condition. Mott MacDonald was told by Fleet Administrator, Dean Palag, that the roof of the fleet garage is likely to be replaced in the near future. It would be cost effective to replace the roof before installation of solar panels to avoid uninstalling and reinstalling solar panels. Coordination between the new roof system and the desired solar panel attachment is advisable. Mott MacDonald believes that solar panels are structurally feasible.

Bayview Community Center

According to the design drawings for the Bayview Community Center, the shape of the roof is a hyperbolic paraboloid, with a membrane roof and metal deck sitting above structural steel. Due to the young age of the structure and lack of noticeable deficiencies, Mott MacDonald believes that the installation of solar panels is structurally feasible. It should be noted that additional corrosion protection may be necessary as the structure is in a saltwater environment.

Vickrey Center - Roger Scott Athletic Complex

The roof support structure for the Vickrey Center shows no signs of structural issues and is believed to be in serviceable condition. However, consideration should be given to the glare given off by the solar panels due to the proximity of Pensacola International Airport. Mott MacDonald has observed no structural issues and believes that solar panels are structurally feasible.

Fire Station #3

The roof support structure for Fire Station #3 is in serviceable condition. It should be noted that roof drains are present in the flat roofed areas of this structure and additional care should be taken with respect to the location of panel installation to ensure proper drainage. Additionally, consideration should be given to the glare given off by the solar panels due to the proximity of

Pensacola International Airport. Mott MacDonald has observed no structural issues and believes that solar panels are structurally feasible.

Appendices

Appendix A: Field Observations



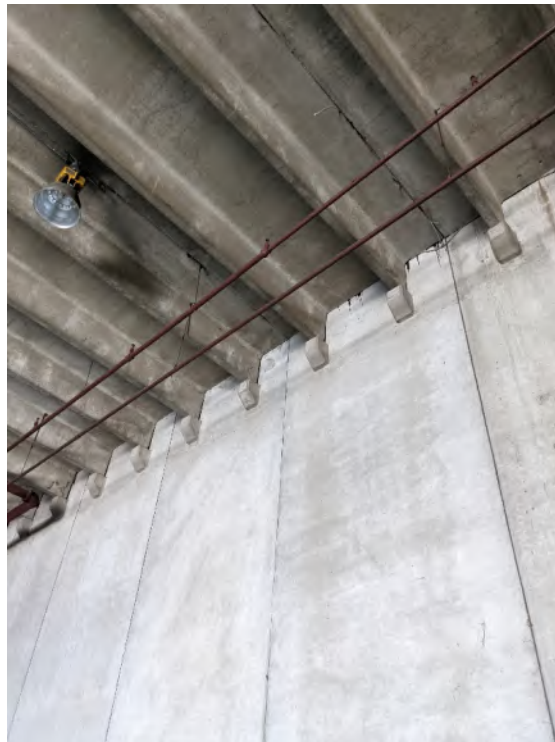
Warehouse #8 - Typical Vent



Warehouse #8 - Facing West



Warehouse #8 - Roof Support Framing



Warehouse #8 - Roof Support Framing



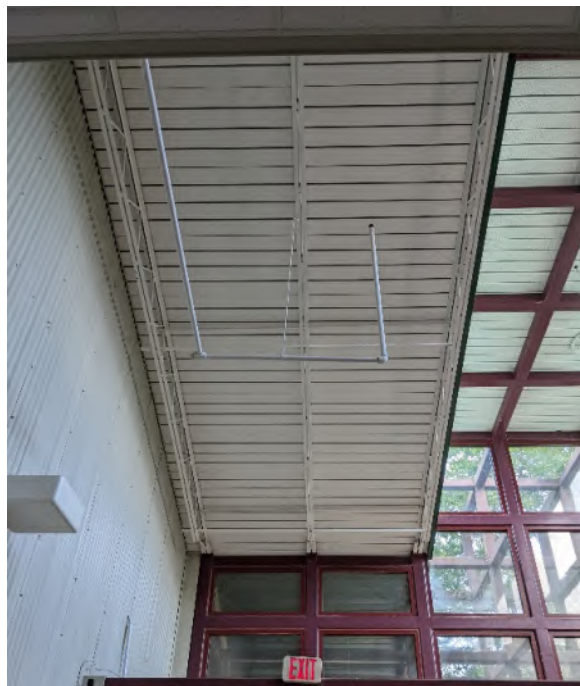
Warehouse #8 – HVAC Unit



Warehouse #8 – Southwest Corner



Vickrey Center – Roof Framing



Vickrey Center – Roof Framing



Vickrey Center – Roof Framing

Appendix B: Bayview Community Center Existing Drawings

[illegible]

116 N TARRAGONA STREET, PENSACOLA, FL 32502
(850) 432 9500 | CALDWELL-ASSOC.COM

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PROJECT ISSUES:

SCHEMATIC DESIGN 07/13/17

DESIGN DEVELOPMENT 10/13/17

50% SUBMITTAL 12/22/17

90% SUBMITTAL 02/28/18

PERMIT SET 03/20/18

ADDENDUM A 4/25/2018

PROJECT TEAM:

CIVIL
Kenneth Horne & Associates, Inc.

STRUCTURAL
Joe DeRuelli Associates, LLC

ARCHITECTURAL / INTERIOR DESIGN
Caldwell Associates

FIRE PROTECTION
H.M. Yonge & Associates

PLUMBING/FIRE PROTECTION
H.M. Yonge & Associates

MECHANICAL
H.M. Yonge & Associates

ELECTRICAL/FIRE ALARM
Klocke & Associates

TELECOMMUNICATION/SECURITY
Klocke & Associates

AUDIO-VISUAL
Walshall & Associates

FOOD SERVICES
Camacho Foodservice Design

PROJECT:
**BAYVIEW COMMUNITY
RESOURCE CENTER**

The City of
PENSACOLA

2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503

ARCHITECT'S SEAL

H. MILLER CALDWELL, JR
AR 7462

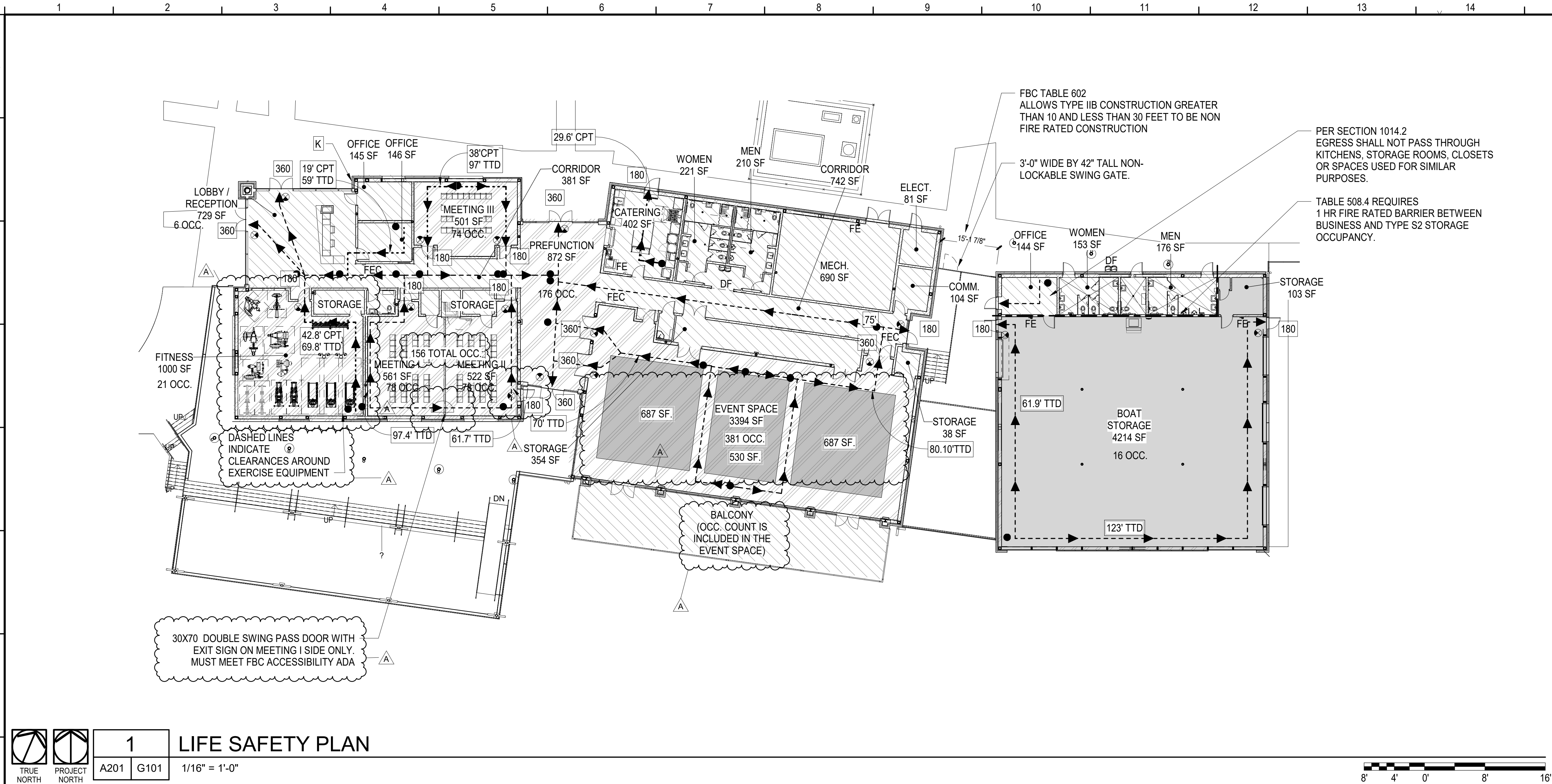
PROJECT NO. : 2416
SHEET TITLE:
INDEX OF DRAWINGS

SHEET NUMBER:

G002

PERMIT SET

PRINT DATE: 4/25/2018 2:06:05 PM



LEGEND

- 1 HR RATED CONSTRUCTION
- TRAVEL PATH
- COMMON PATH
- EXIT SIGN
- FEC FIRE EXTINGUISHER CABINET; SEMI-RECESSED
- FE FIRE EXTINGUISHER; WALL HUNG
- K KNOX BOX: FULLY RECESSED; CONTRACTOR TO COORDINATE WITH FIRE MARSHAL FOR EQUIPMENT AND LOCATION
- TTD TOTAL TRAVEL DISTANCE TO EXIT
- CPT COMMON PATH OF TRAVEL
- OCCUPANCY FACTOR AREA CALCULATION OF EGRESS REQ. BUSINESS (B)
- OCCUPANCY FACTOR AREA CALCULATION OF EGRESS REQ. ASSEMBLY (A3)
- OCCUPANCY FACTOR AREA CALCULATION OF EGRESS REQ. STORAGE (S2)

GENERAL NOTES

1. CONTRACTOR TO REFER ELECTRICAL, MECHANICAL, FIRE ALARM AND FIRE PROTECTION DRAWINGS FOR ADDITIONAL REQUIREMENTS.

CALDWELL ASSOCIATES | ARCHITECTS

116 N TARRAGONIA STREET, PENSACOLA, FL 32502
(850) 432-9500 | CALDWELL-ASSOC.COM

License No: AA26000721 | License No: IB0000995

PROJECT ISSUES:

SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
90% SUBMITTAL	02/28/18
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H.M. Yonge & Associates

MECHANICAL
H.M. Yonge & Associates

ELECTRICAL/FIRE ALARM
Klocke & Associates

TELECOMMUNICATION/SECURITY
Klocke & Associates

AUDIO-VISUAL
Walshall & Associates

FOOD SERVICES
Camacho Foodservice Design

PROJECT:

BAYVIEW COMMUNITY RESOURCE CENTER

The City of
PENSACOLA

**2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503**

ARCHITECT'S SEAL

H. MILLER CALDWELL, JR
AR 7462

PROJECT NO. : 2416

SHEET TITLE:

LIFE SAFETY PLAN & CODE ANALYSIS

SHEET NUMBER:

G101

PERMIT SET

CODE ANALYSIS	CODE ANALYSIS	CODE ANALYSIS
PLUMBING FIXTURES B (BUSINESS) OCCUPANCY = 93 OCC. HALF TO M/F = 46.5 M/F A3 (ASSEMBLY) OCCUPANCY= 720 OCC. HALF TO M/F 360 M/F S-2 (STORAGE) OCCUPANCY= 13 OCCUPANTS HALF TO M/F= 6.5 M/F WATER CLOSETS (W/C): (B) 1 PER 25 FOR 1st 50, THEN 1 PER 50 = 1.86 PER M/F REQ. (A3) 1 PER 125 MALE / 1 PER 65 FEMALE= 2.9 M / 5.5 F REQ. (S-2) 1 PER 100 = .1 PER M/F REQ. TOTAL REQUIRED: 5 MALE / 8 FEMALE TOTAL PROVIDED: 7 MALE / 8 FEMALE LAVATORIES (LAV): (B) 1 PER 40 FOR 1st 80, THEN 1 PER 80 = 1.16 PER SEX (A3) 1 PER 200 MALE / 1 PER 150 FEMALE= 1.8 M / 2.4 F (S-2) 1 PER 100 = .1 PER SEX TOTAL REQUIRED: 3 MALE / 4 FEMALE TOTAL PROVIDED: 7 MALE / 7 FEMALE DRINKING FOUNTAINS (DF): (B) 1 PER 100 = 1 REQ. (A3) 1 PER 1000 = 1 REQ. (S-2) 1 PER 1000 = NONE REQ. TOTAL REQUIRED: 2 TOTAL PROVIDED: 5 SERVICE SINK (DF): (B,A3,S2) 1 REQ. = 1 REQ. TOTAL REQUIRED: 1 TOTAL PROVIDED: 1	LIFE SAFETY INFORMATION FBC TABLE 1004.1.2 MAX FLOOR AREA PER OCCUPANT BUSINESS AREAS: 9,242 SF / 100 = 93 OCC. STORAGE AREAS: 4,335 SF / 300 = 13 OCC. ASSEMBLY AREAS: 870 SF / 5 STANDING = 174 OCC. 4,997 SF / 7 SEATS = 713 OCC. TOTAL BUILDING OCCUPANT LOAD: 993 OCCUPANTS TOTAL WIDTH MEANS OF EGRESS: STAIRWAYS(.3): NONE REQ. NONE PROV. DOORS: 34" REQ. 36" PROV. CORRIDORS: 44" REQ. 60" PROV. OTHER(.2): 34" REQ. 36" PROV. SEE PLAN FOR MEANS OF EGRESS WIDTH TOTAL NUMBER OF EXITS: 3 REQ. 10 PROV. TOTAL NUMBER OF EXITS: TOTAL MEANS OF EGRESS ASSEMBLY SPACES: DOORS(.2): 887X 2 = 177" REQ. 216" PROV. TRAVEL DISTANCES, COMMON PATH OF TRAVEL / DEAD ENDS: BUSINESS OCCUPANCY: EXIT ACCESS TRAVEL DISTANCE: 300 FT EXIT ACCESS COMMON PATH OF TRAVEL: 100 FT MAXIMUM DEAD END CORRIDOR: 50 FT SEE PLAN FOR TRAVEL DISTANCES PROVIDED ASSEMBLY OCCUPANCY: EXIT ACCESS TRAVEL DISTANCE: 250 FT EXIT ACCESS COMMON PATH OF TRAVEL: 75 FT MAXIMUM DEAD END CORRIDOR: 20 FT SEE PLAN FOR TRAVEL DISTANCES PROVIDED STORAGE OCCUPANCY: EXIT ACCESS TRAVEL DISTANCE: 400 FT EXIT ACCESS COMMON PATH OF TRAVEL: 100 FT MAXIMUM DEAD END CORRIDOR: 50 FT SEE PLAN FOR TRAVEL DISTANCES PROVIDED	OCCUPANCY CLASSIFICATION FBC 2017: MIXED USED NON-SEPARATED GROUP B (BUSINESS) GROUP A3 (ASSEMBLY) GROUP S2 (STORAGE) CONSTRUCTION TYPE FBC 2017: TYPE IIB (2B), UNPROTECTED, FULLY SPRINKLERED BUILDING AREA AND HEIGHT TOTAL BUILDING AREA: 18,064 SF ALLOWABLE AREA PER TABLE 503 (WITH 200% MULTIPLIER) BUSINESS B ----- 69,000 SF STORAGE S2 ----- 78,000 SF ALLOWABLE BUILDING HEIGHT BUSINESS B ----- 4 STORY STORAGE S2 ----- 4 STORY FBC 506 BUILDING AREA MODIFICATIONS HAVE NOT BEEN ACCOUNTED FOR FIRE RESISTANCE FBC TABLE 601 AND TABLE 602 FOR TYPE IIB CONSTRUCTION: PRIMARY STRUCTURAL FRAME: 0 hr BEARING WALLS: EXTERIOR BEARING: 0 hr (SEE BELOW) INTERIOR BEARING: 0 hr NONBEARING WALLS: EXTERIOR BEARING: 0 hr (SEE BELOW) INTERIOR BEARING: 0 hr FLOOR CONSTRUCTION: 0 hr ROOF CONSTRUCTION: 0 hr EXTERIOR WALL RATING BASED ON FIRE SEPARATION DISTANCE FOR TYPE IIB AND OCCUPANCY BUSINESS/STORAGE X < 5' SEPARATION 1 hr 5' ≤ X < 10' SEPARATION 1 hr 10' ≤ X < 30' SEPARATION 0 hr X ≥ 30' SEPARATION 0 hr

A —
B —
C —
D —
E —
F —
J —
H —
J —
K —
L —
M —


- F


H

K

SITE DATA:

EXIST LEGEND:

 = CONCRETE

 = WOOD

HORIZONTAL CONTROL MONUMENTATION:

TREE LEGEND:

NEW LEGEND:

CALDWELL
ASSOCIATES | ARCHITECTS

License No: AA26000721 | License No: IB0000995

SCHEMATIC DESIGN 07/13/1

DESIGN DEVELOPMENT 10/13/17

50% SUBMITTAL 12/22/17

90% SUBMITTAL 02/28/15

PERMIT SET 03/20/1

CIVIL

Kenneth Horne & Associates, Inc.

STRUCTURAL

Joe DeReuil Associates, LLC
ARCHITECTURAL / INTERIOR

ARCHITECTURAL / INTERIOR
DESIGN

Caldwell Associates

FIRE PROTECTION

H.M. Yonge & Associates

PLUMBING/FIRE PROTECTION
H.M. Yonge & Associates

MECHANICAL

H.M. Yonge & Associates

ELECTRICAL/FIRE ALARM

Klocke & Associates
TELECOMMUNICATION/SECURITY

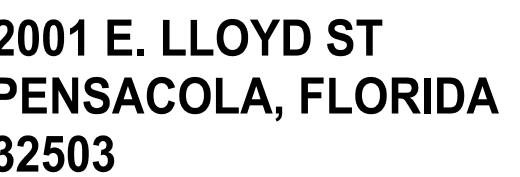
Klocke & Associates

AUDIO-VISUAL

Walthall & Associates

FOOD SERVICES

**BAYVIEW COMMUNITY
RESOURCE CENTER**



PROJECT NO. : 2416

SHEET TITLE:

GENERAL NOTES & LEGEND

SHEET NUMBER: _____

C001

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PROJECT ISSUES:
SCHEMATIC DESIGN 07/13/17

DESIGN DEVELOPMENT 10/13/17

50% SUBMITTAL 12/22/17

90% SUBMITTAL 02/28/18

PERMIT SET 03/20/18

ADDENDUM A 4/25/2018

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ARCHITECTURAL / INTERIOR DESIGN Caldwell Associates
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PLUMBING/FIRE PROTECTION H.M. Yonge & Associates
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TELECOMMUNICATION/SECURITY Klocke & Associates
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FOOD SERVICES Camacho Foodservice Design

PROJECT:
BAYVIEW COMMUNITY
RESOURCE CENTER



2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503

PROJECT NO. : 2416
SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:

C002

PERMIT SET

PROJECT ISSUES:

SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18

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Klocke & Associates
TELECOMMUNICATION/SECURITY
Klocke & Associates
AUDIO-VISUAL
Walshall & Associates
FOOD SERVICES
Camacho Foodservice Design

PROJECT:

**BAYVIEW COMMUNITY
RESOURCE CENTER**

PENSACOLA
THE UPSIDE OF FLORIDA

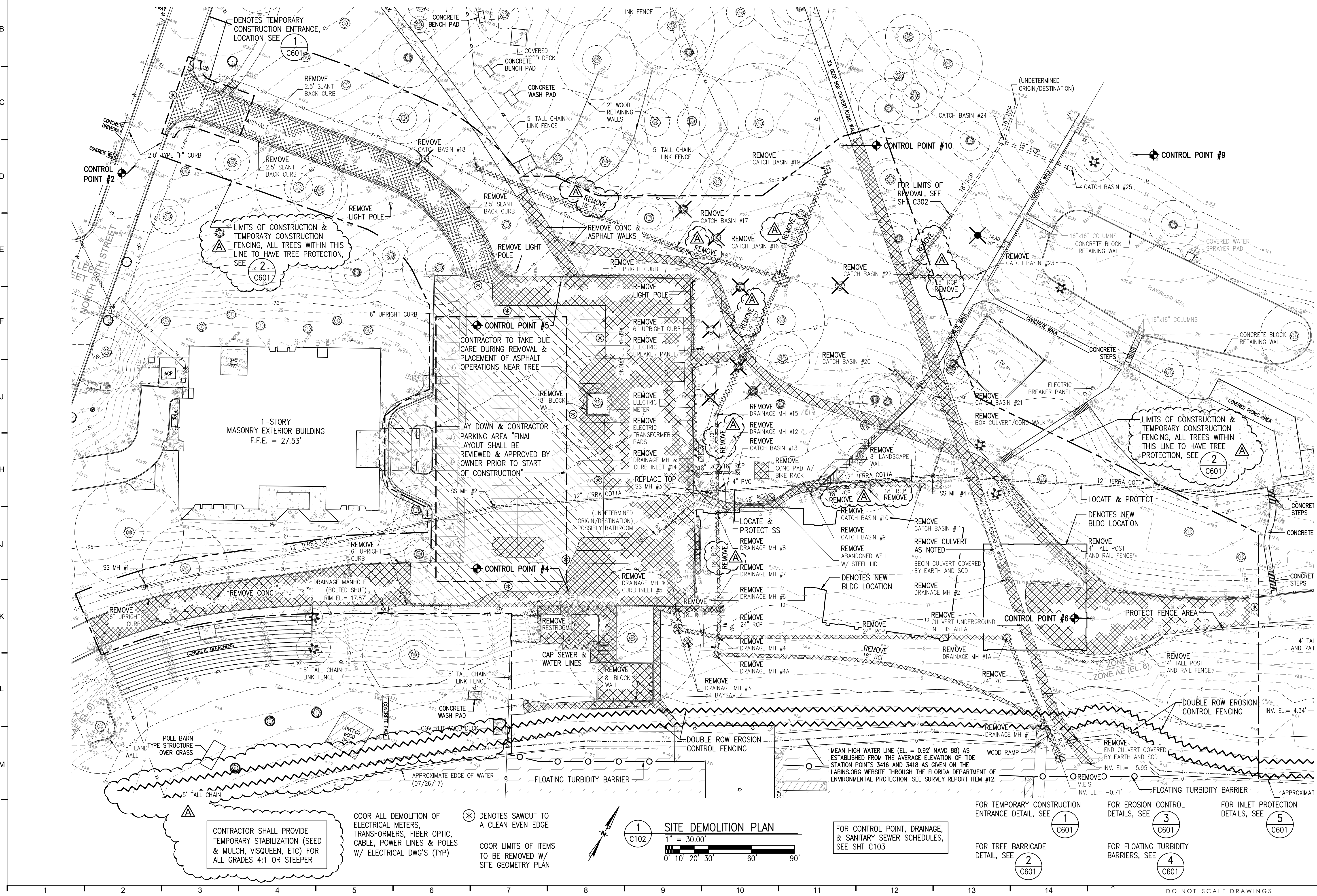
**2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503**

PROJECT NO. : 2416
SHEET TITLE:
SITE DEMOLITION PLAN

SHEET NUMBER:

C102

PERMIT SET



PROJECT ISSUES:

SCHEMATIC DESIGN 07/13

DESIGN DEVELOPMENT 10/13

50% SUBMITTAL 12/22

90% SUBMITTAL 02/28

PERMIT SET 03/20

ADDENDUM A 4/25/2018

PROJECT TEAM:

CIVIL

CITY
Kenneth Horne & Associates, Inc.

STRUCTURAL

Joe DeReuil Associates, LLC
ARCHITECTURAL / INTERIOR

ARCHITECTURAL / INTERIOR
DESIGN

DESIGN
Caldwell Associates

FIRE PROTECTION

H.M. Yonge & Associates
PLUMBING/FIRE PROTECTION

PLUMBING/FIRE PROTECTION
H.M. Yonge & Associates

H.M. Tonge & Associates
MECHANICAL

H.M. Yonge & Associates

ELECTRICAL/FIRE ALARM

Klocke & Associates
TELECOMMUNICATION/SECURITY

Klocke & Associates

AUDIO-VISUAL

Walthall & Associates
5005 25th Ave S

FOOD SERVICES

PROJECT:

**BAYVIEW COMMUNITY
RESOURCE CENTER**



2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503

PROJECT NO. 24

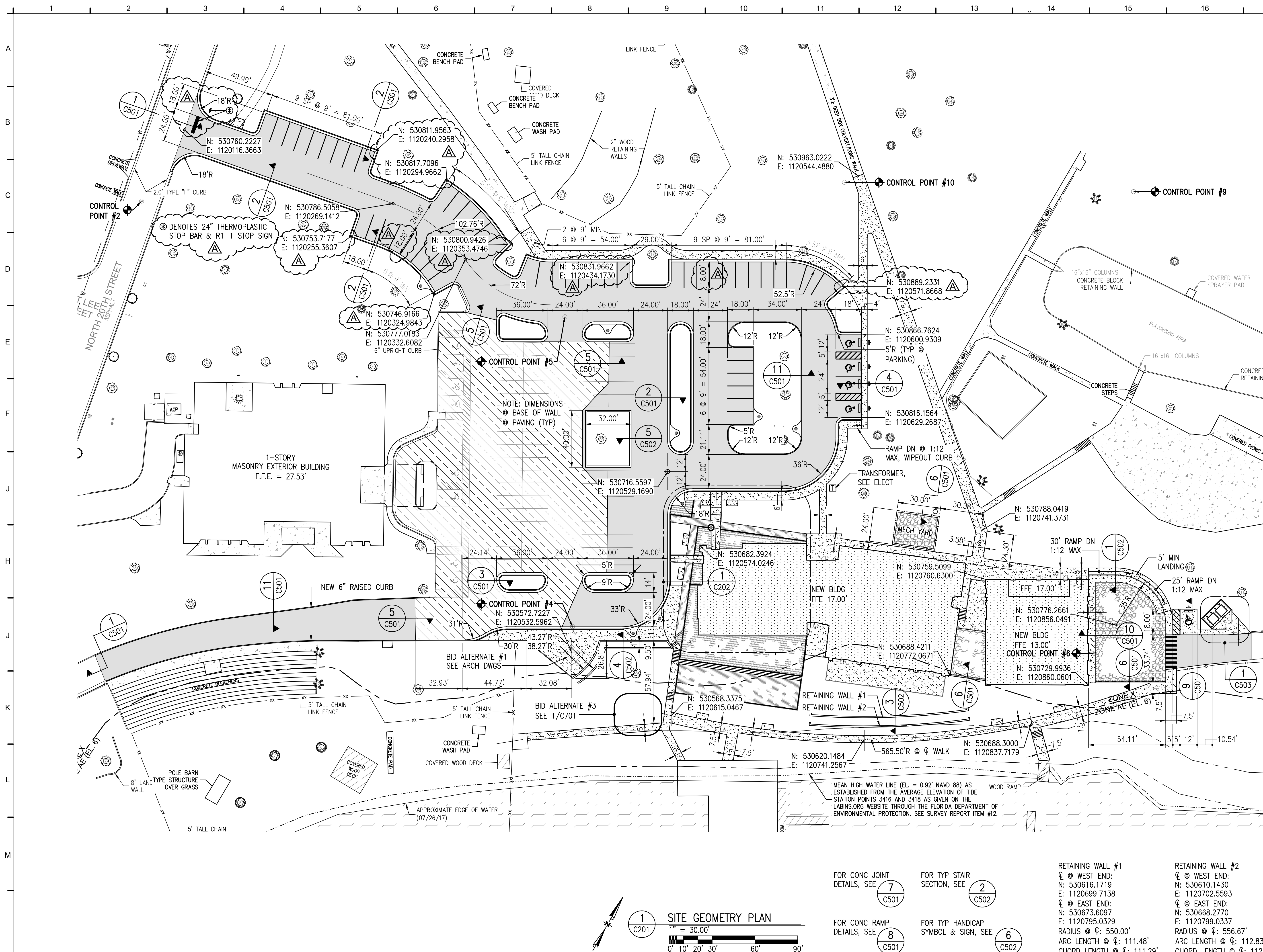
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SHEET TITLE:

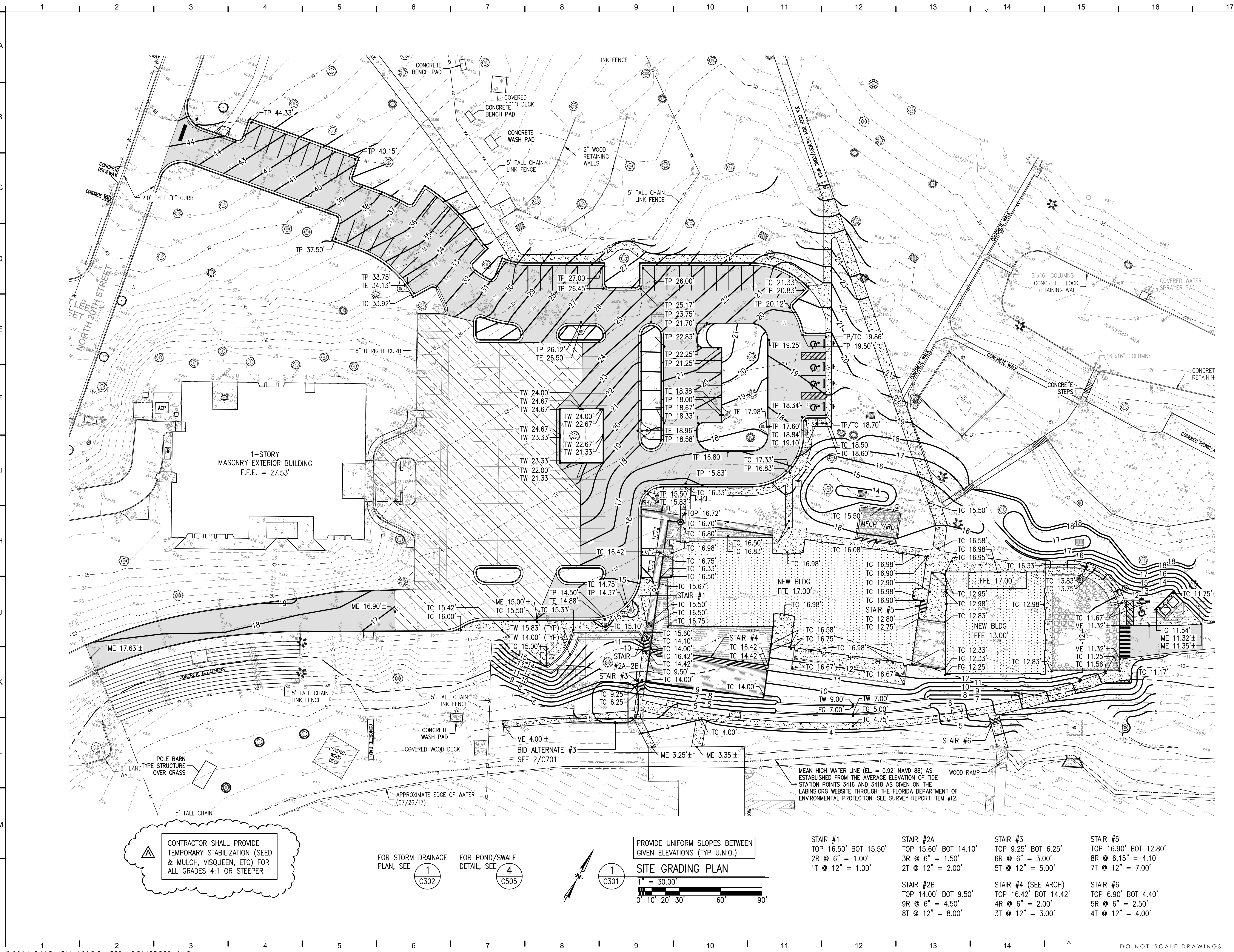
SITE GEOMETRY PLAN

SHEET NUMBER:

C201

PERMIT S





PROJECT ISSUES:	
SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18

ADDENDUM A 4/25/2018

PROJECT TEAM:
CIVIL Kenneth Horne & Associates, Inc.
STRUCTURAL Joe DeReuil Associates, LLC
ARCHITECTURAL / INTERIOR DESIGN Caldwell Associates
FIRE PROTECTION H.M. Yonge & Associates
PLUMBING/FIRE PROTECTION H.M. Yonge & Associates
MECHANICAL H.M. Yonge & Associates
ELECTRICAL/FIRE ALARM Klocke & Associates
TELECOMMUNICATION/SECURITY Klocke & Associates
AUDIO-VISUAL Walthall & Associates
FOOD SERVICES Camacho Foodservice Design

PROJECT:
BAYVIEW COMMUNITY RESOURCE CENTER

PENSACOLA
THE UPSIDE OF FLORIDA

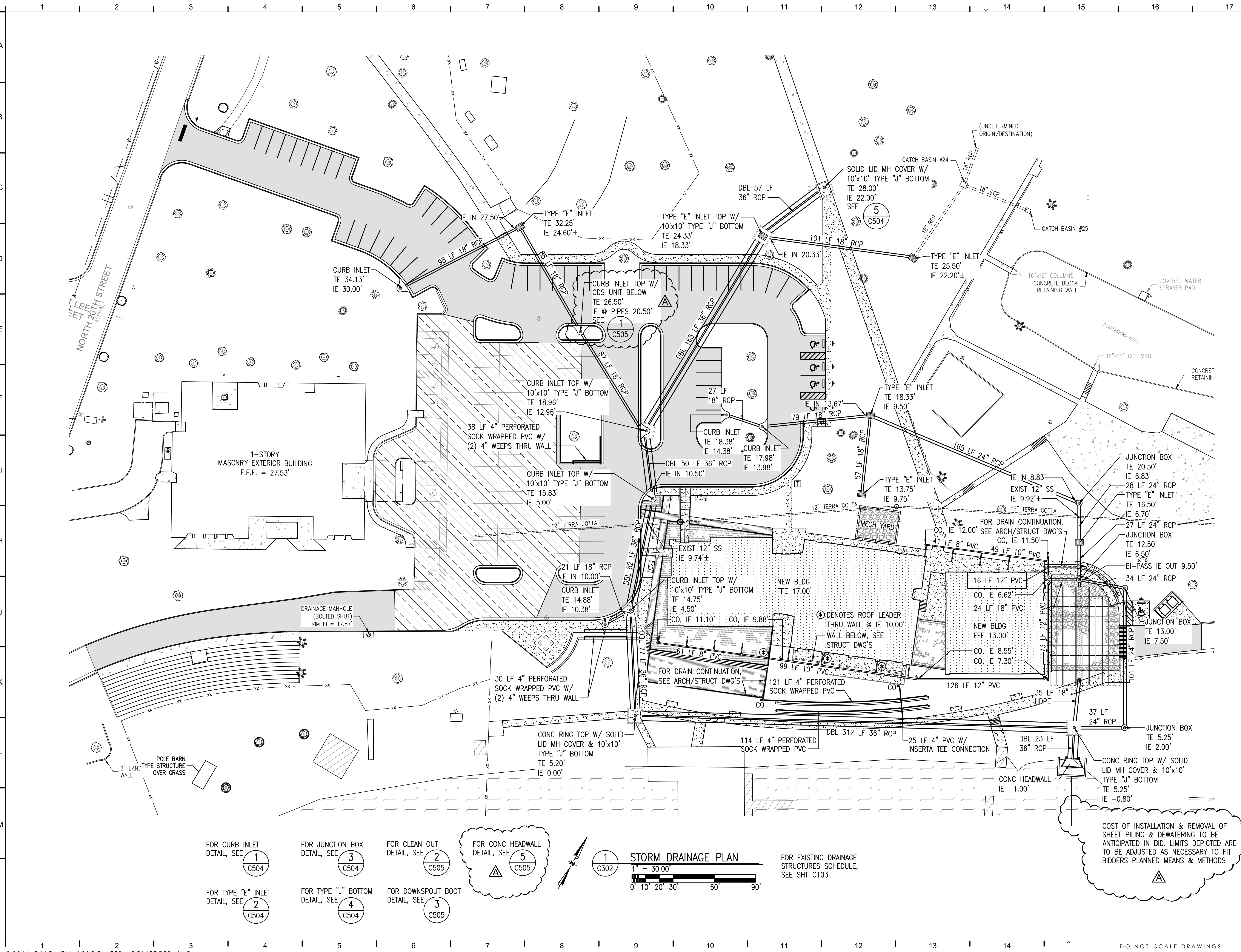
2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503

PROJECT NO. : 2416
SHEET TITLE: SITE GRADING PLAN

SHEET NUMBER:

C301

PERMIT SET



PROJECT ISSUES:	
SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18

ADDENDUM A 4/25/2018

PROJECT TEAM:
CIVIL Kenneth Horne & Associates, Inc.
STRUCTURAL Joe DeReuil Associates, LLC
ARCHITECTURAL / INTERIOR DESIGN Caldwell Associates
FIRE PROTECTION H.M. Yonge & Associates
PLUMBING/FIRE PROTECTION H.M. Yonge & Associates
MECHANICAL H.M. Yonge & Associates
ELECTRICAL/FIRE ALARM Klocke & Associates
TELECOMMUNICATION/SECURITY Klocke & Associates
AUDIO-VISUAL Walthall & Associates
FOOD SERVICES Camacho Foodservice Design

PROJECT:
BAYVIEW COMMUNITY RESOURCE CENTER

PENSACOLA
THE UPSIDE OF FLORIDA

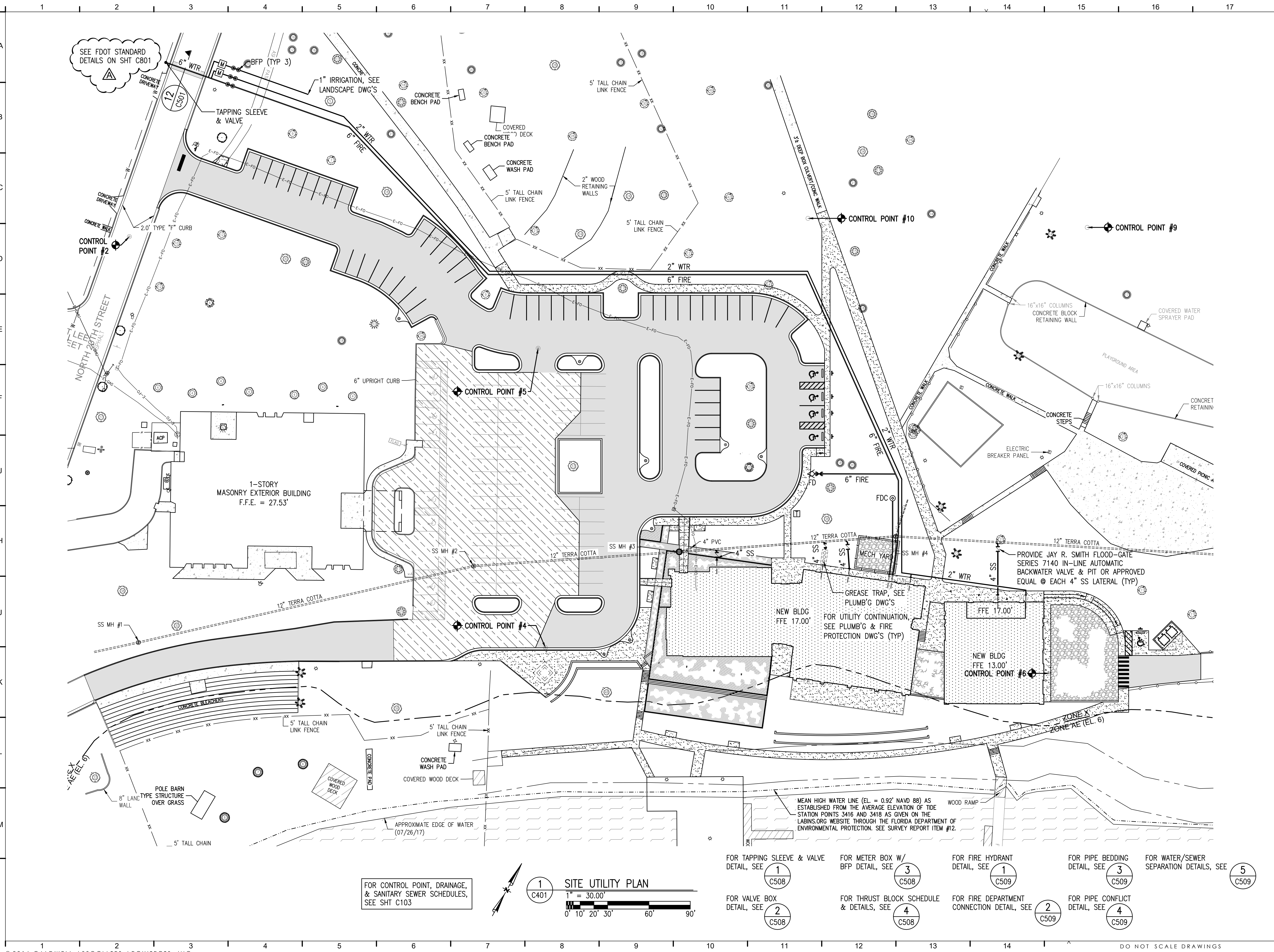
2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503

PROJECT NO. : 2416
SHEET TITLE:
STORM DRAINAGE PLAN

SHEET NUMBER:

C302

PERMIT SET



PROJECT ISSUES:	
SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18

ADDENDUM A 4/25/2018

PROJECT TEAM:
CIVIL Kenneth Horne & Associates, Inc.
STRUCTURAL Joe DeReuil Associates, LLC
ARCHITECTURAL / INTERIOR DESIGN Caldwell Associates
FIRE PROTECTION H.M. Yonge & Associates
PLUMBING/FIRE PROTECTION H.M. Yonge & Associates
MECHANICAL H.M. Yonge & Associates
ELECTRICAL/FIRE ALARM Klocke & Associates
TELECOMMUNICATION/SECURITY Klocke & Associates
AUDIO-VISUAL Walthall & Associates
FOOD SERVICES Camacho Foodservice Design

PROJECT:
**BAYVIEW COMMUNITY
RESOURCE CENTER**

PENSACOLA
THE UPSIDE OF FLORIDA

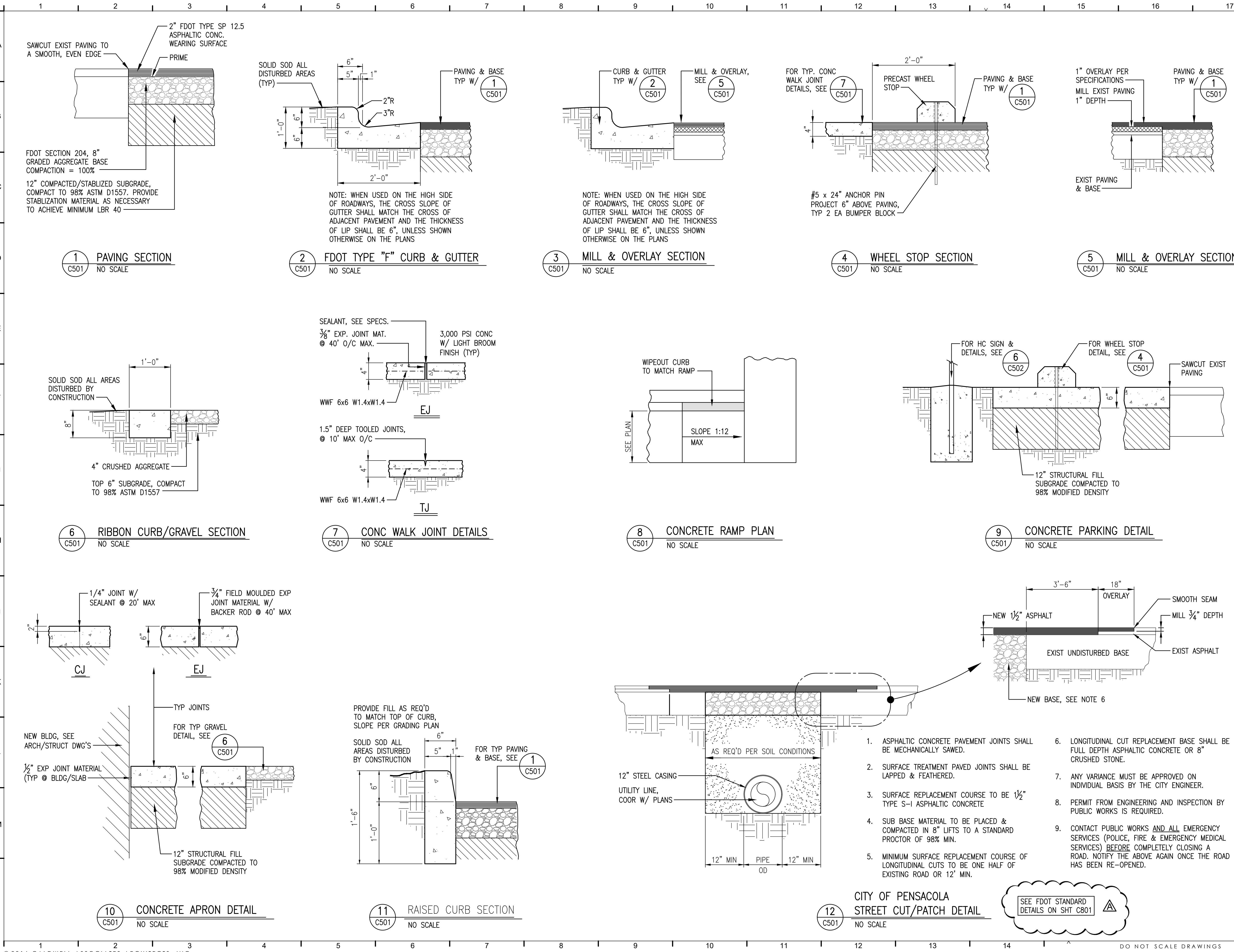
**2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503**

PROJECT NO. : 2416
SHEET TITLE:
SITE UTILITY PLAN

SHEET NUMBER:

C401

PERMIT SET



PROJECT ISSUES:	
SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18

ADDENDUM A 4/25/2018

PROJECT TEAM:
CIVIL
Kenneth Horne & Associates, Inc.
STRUCTURAL
Joe DeReuil Associates, LLC
ARCHITECTURAL / INTERIOR
DESIGN
Caldwell Associates
FIRE PROTECTION
H.M. Yonge & Associates
PLUMBING/FIRE PROTECTION
H.M. Yonge & Associates
MECHANICAL
H.M. Yonge & Associates
ELECTRICAL/FIRE ALARM
Klocke & Associates
TELECOMMUNICATION/SECURITY
Klocke & Associates
AUDIO-VISUAL
Walshall & Associates
FOOD SERVICES
Camacho Foodservice Design

PROJECT:
**BAYVIEW COMMUNITY
RESOURCE CENTER**



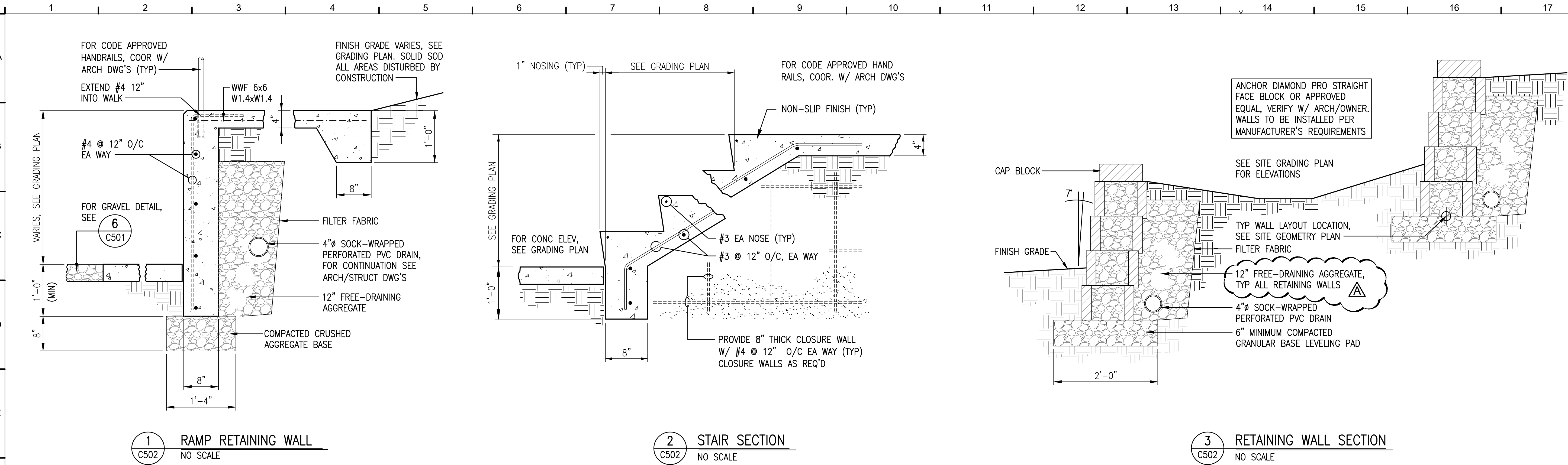
**2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503**

**PROJECT NO. : 2416
SHEET TITLE:
SECTIONS & DETAILS**

SHEET NUMBER:

C501

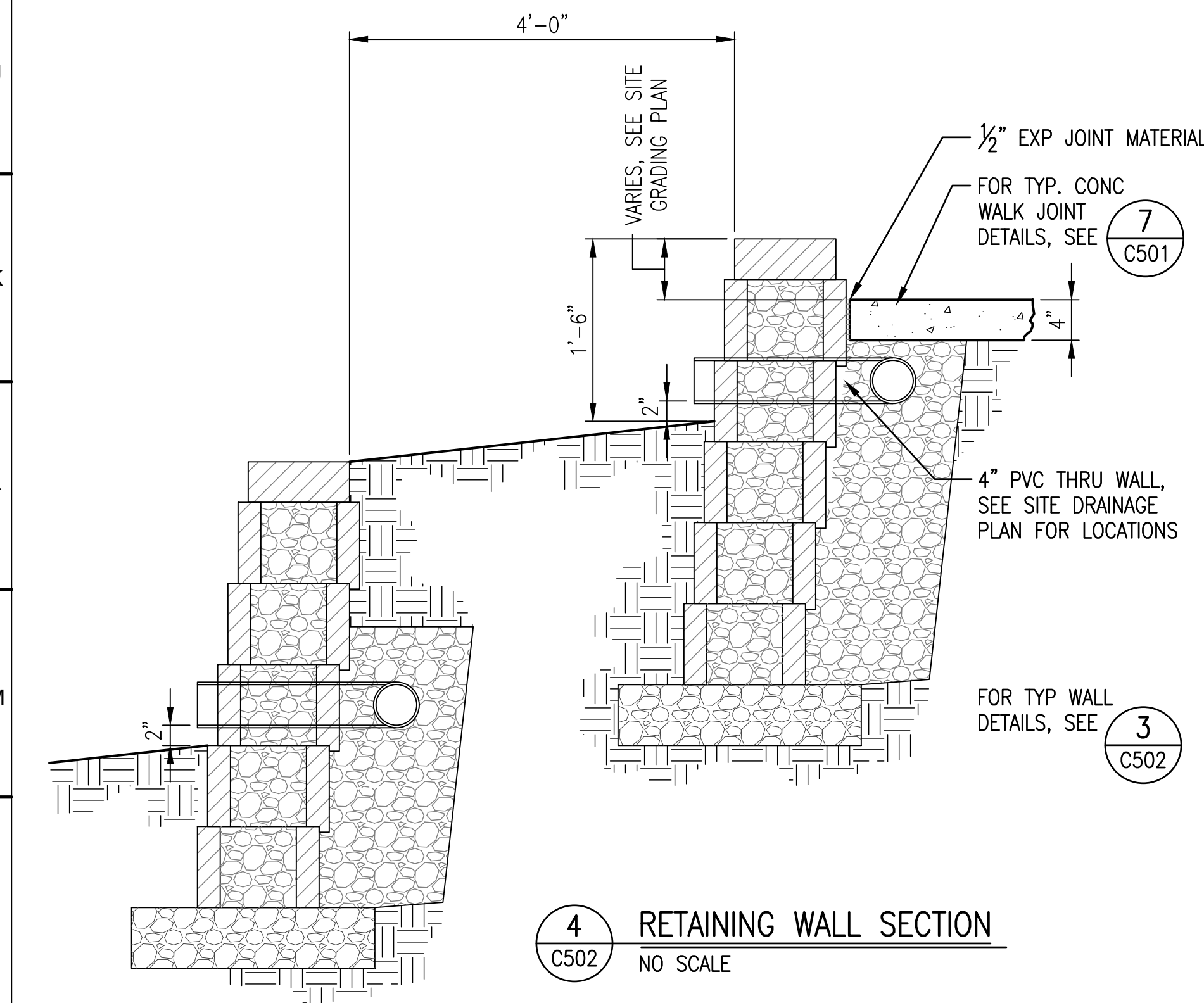
PERMIT SET



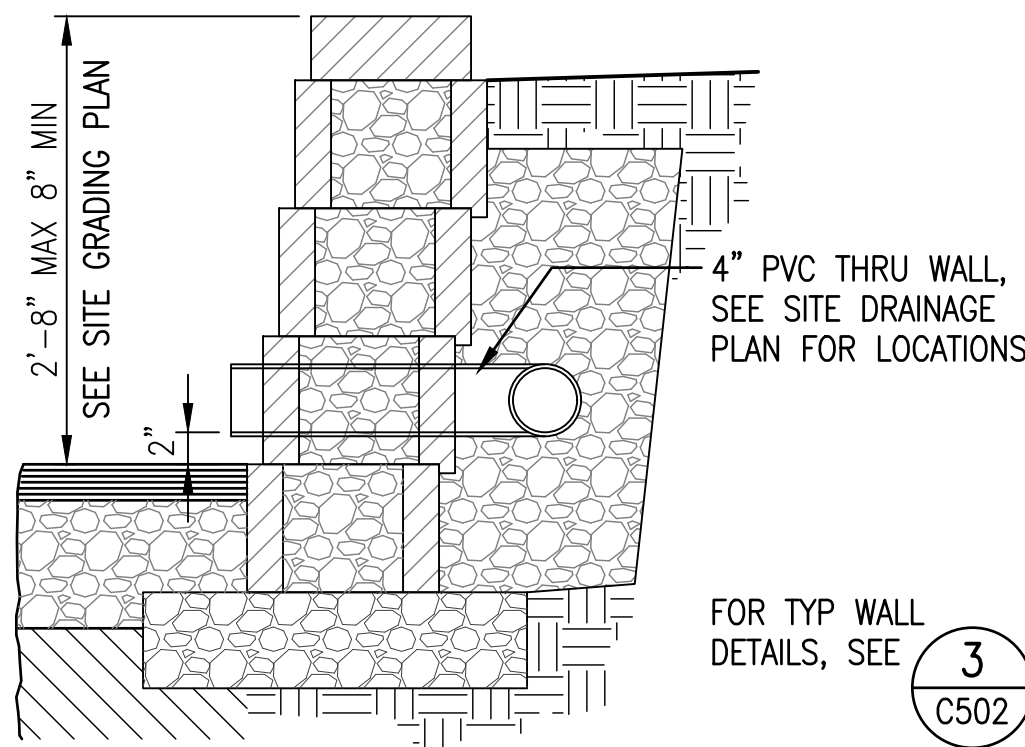
1 RAMP RETAINING WALL
C502 NO SCALE

2 STAIR SECTION
C502 NO SCALE

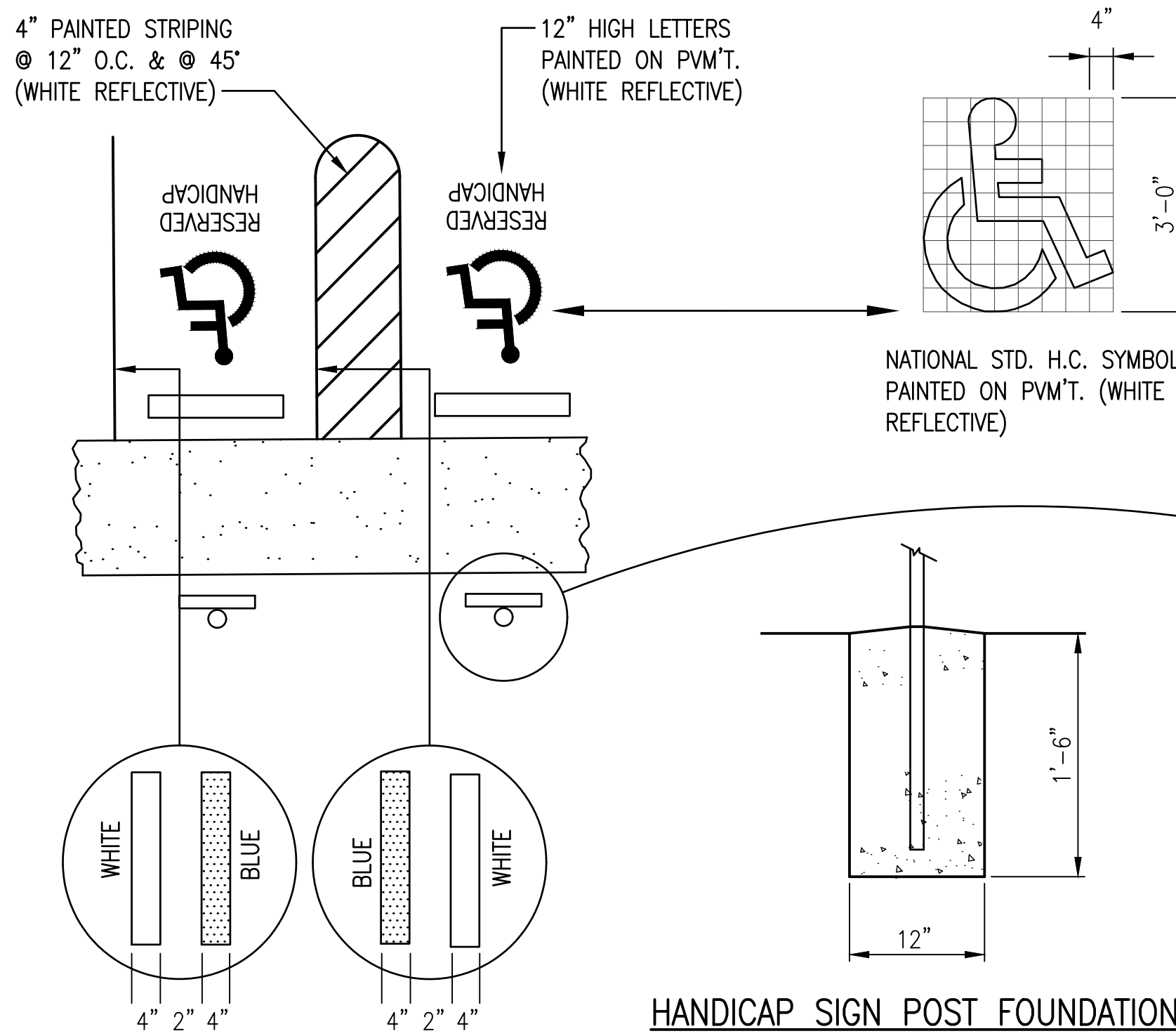
3 RETAINING WALL SECTION
C502 NO SCALE



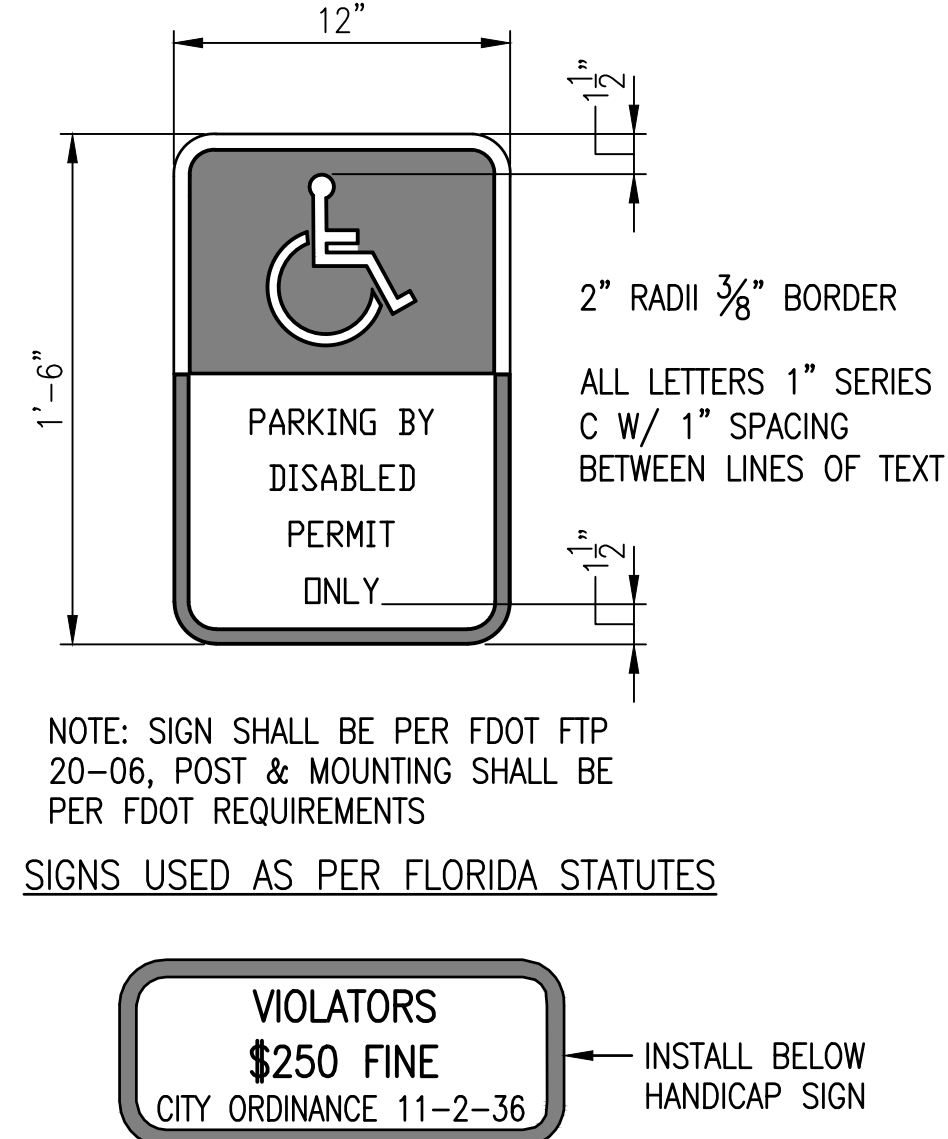
4 RETAINING WALL SECTION
C502 NO SCALE



5 RETAINING WALL SECTION
C502 NO SCALE



6 CITY OF PENSACOLA
HC PLAN & DETAILS
C502 NO SCALE



NOTES:
1. TOP PORTION OF SIGN SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. SIGN MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVEMENT OR FINISH GRADE TO BOTTOM OF SIGN).

HANDICAP PARKING
SIGN DETAIL

PROJECT ISSUES:	
SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18

ADDENDUM A 4/25/2018

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H.M. Yonge & Associates
PLUMBING/FIRE PROTECTION
H.M. Yonge & Associates
MECHANICAL
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ELECTRICAL/FIRE ALARM
Klocke & Associates
TELECOMMUNICATION/SECURITY
Klocke & Associates
AUDIO-VISUAL
Walshall & Associates
FOOD SERVICES
Camacho Foodservice Design

PROJECT:
BAYVIEW COMMUNITY
RESOURCE CENTER

PENSACOLA
THE UPSIDE of FLORIDA

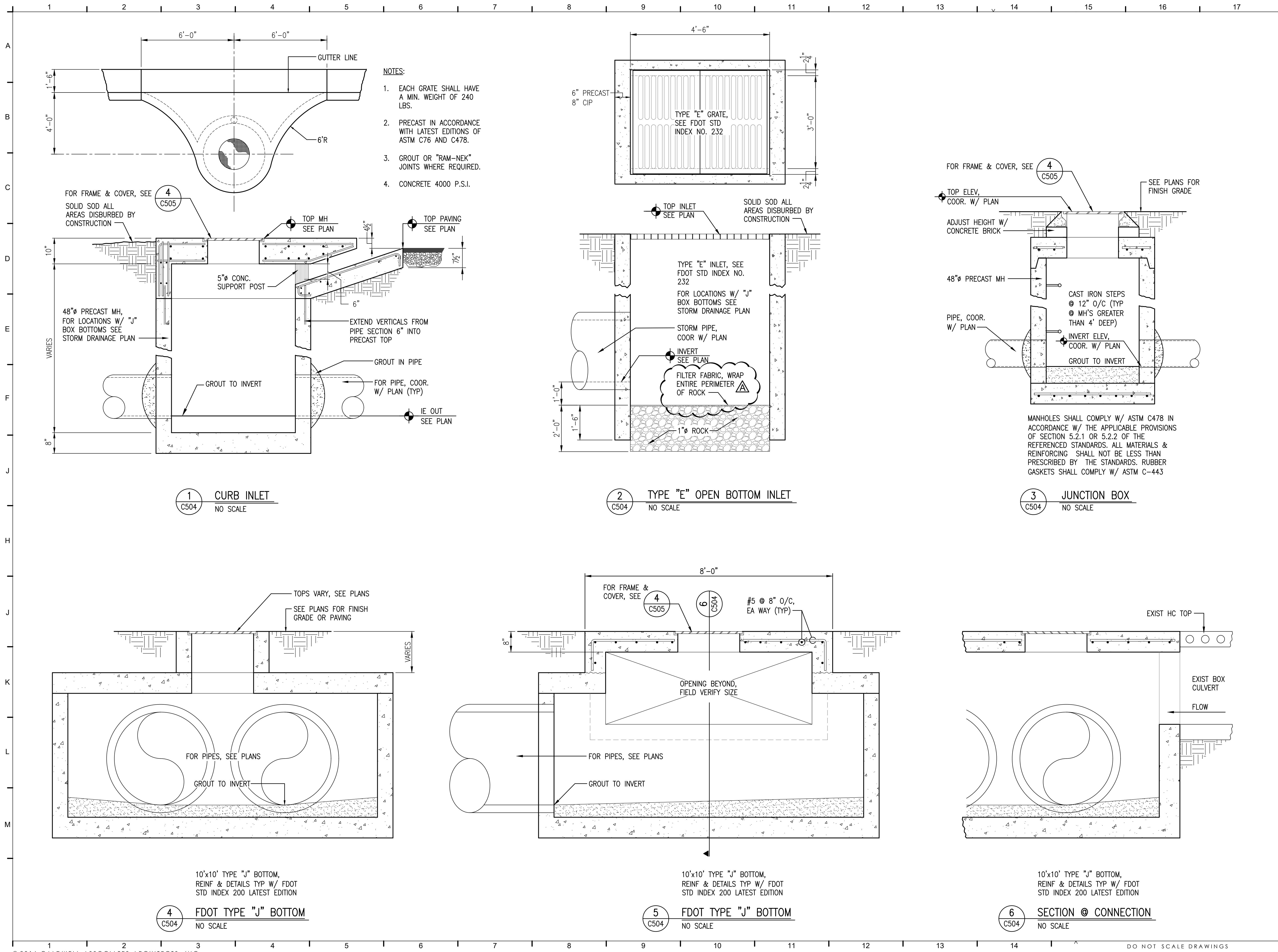
2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503

PROJECT NO. : 2416
SHEET TITLE:
SECTIONS & DETAILS

SHEET NUMBER:

C502

PERMIT SET



CALDWELL ASSOCIATES | ARCHITECTS

116 N TARRAGONA STREET, PENSACOLA, FL 32502
(850) 432 9500 | CALDWELL-ASSOC.COM

License No: AA2600721 | License No: IB000995

PROJECT ISSUES:

SCHEMATIC DESIGN 07/13/17

DESIGN DEVELOPMENT 10/13/17

50% SUBMITTAL 12/22/17

90% SUBMITTAL 02/28/18

PERMIT SET 03/20/18

ADDENDUM A 4/25/2018

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MECHANICAL H.M. Yonge & Associates

ELECTRICAL/FIRE ALARM Klocke & Associates

TELECOMMUNICATION/SECURITY Klocke & Associates

AUDIO-VISUAL Walthall & Associates

FOOD SERVICES Camacho Foodservice Design

PROJECT:

BAYVIEW COMMUNITY RESOURCE CENTER

PENSACOLA THE UPSIDE OF FLORIDA

2001 E. LLOYD ST PENSACOLA, FLORIDA 32503

PROJECT NO. : 2416

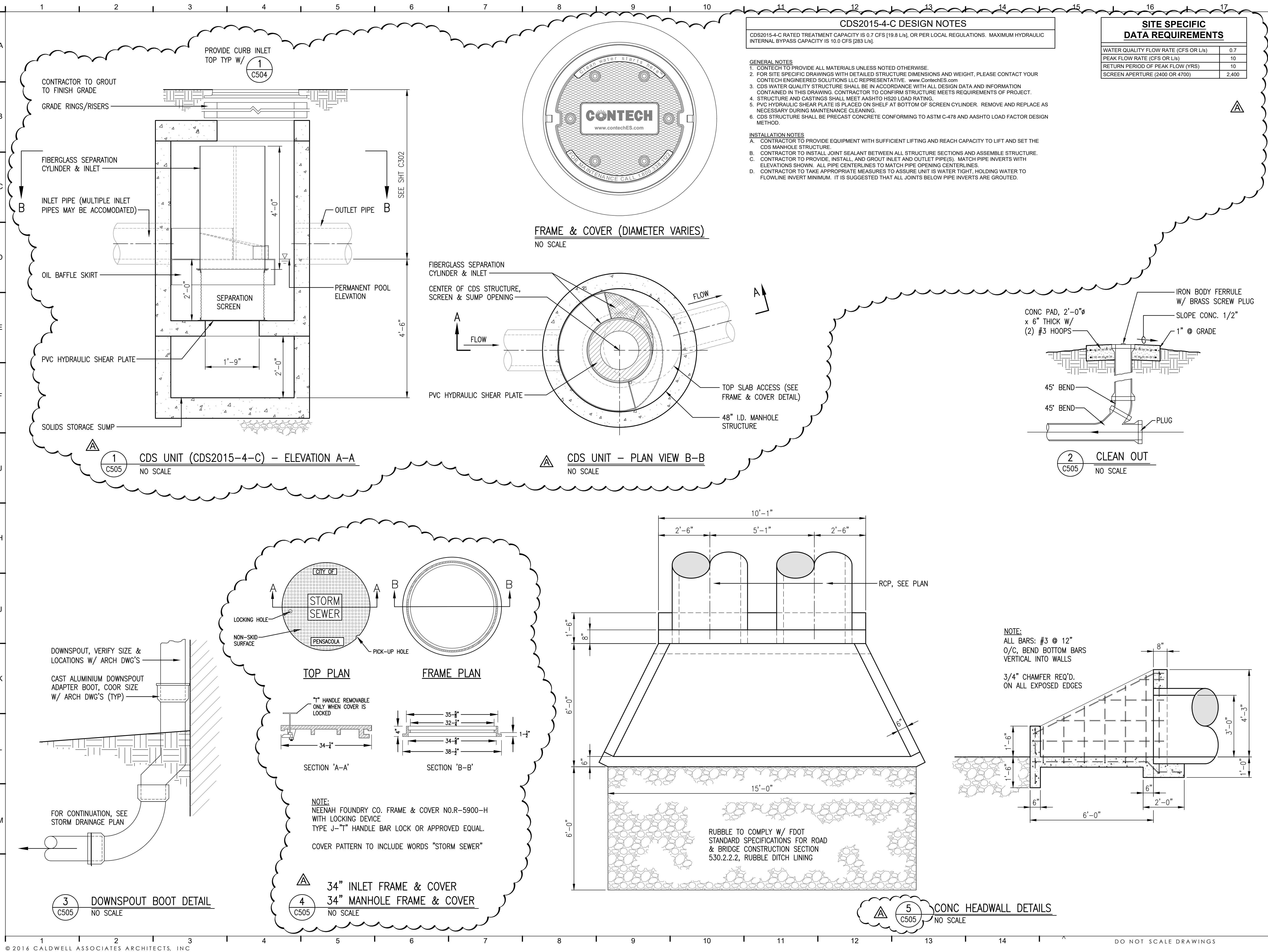
SHEET TITLE: SECTIONS & DETAILS

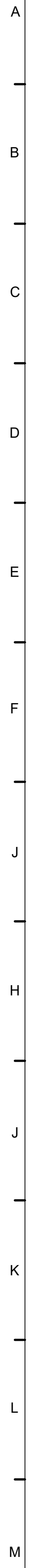
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C504

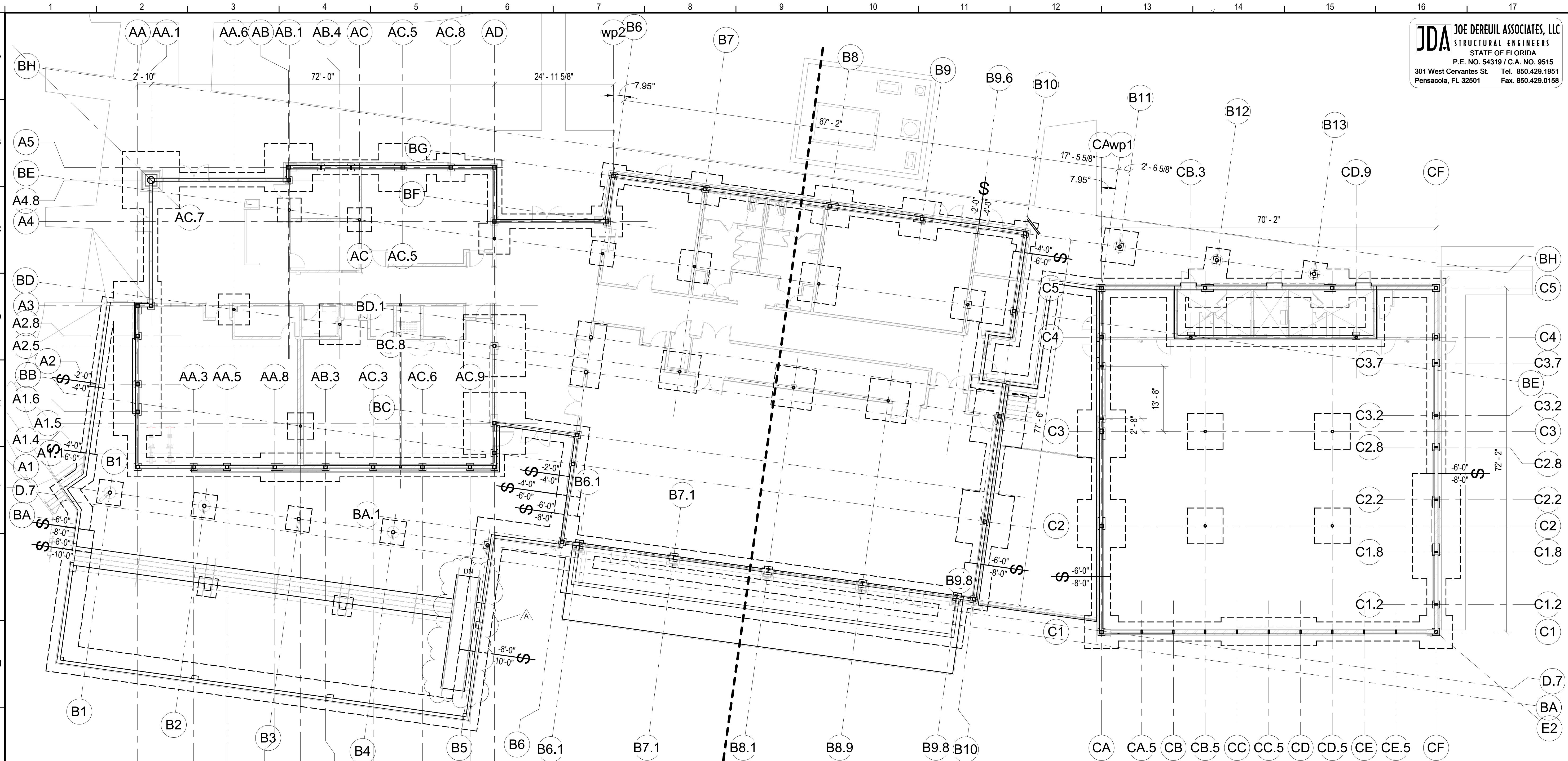
PERMIT SET

87





1. THE CONTRACTOR SHALL ENSURE DEMOLITION WITHIN THE CITY RIGHT OF WAY IS COORDINATED WITH THE CITY FOR MOT PLAN APPROVAL
2. CONTRACTOR SHALL OBTAIN CITY APPROVAL OF PROPOSED MOT PLAN PRIOR TO ALL WORK WITHIN CITY OF PENSACOLA (RIGHT OF WAY). COORDINATE MOT WITH BRAD HINOTE (BRADHINOTE@CITYOFPENSACOLA.COM) AND RYAN NOVOTA (RYANOVOTA@CITYOFPENSACOLA.COM)



JDA JOE DEREUIL ASSOCIATES, LLC
STRUCTURAL ENGINEERS
STATE OF FLORIDA
P.E. NO. 54319 / C.A. NO. 9515
301 West Cervantes St. Tel. 850.429.1951
Pensacola, FL 32501 Fax. 850.429.0158

CALDWELL ASSOCIATES | ARCHITECTS
116 N TARRAGONIA STREET, PENSACOLA, FL 32502
(850) 432 9500 | CALDWELL-ASSOC.COM

License No: AA24000721 | License No: IB0000995

PROJECT ISSUES:	
SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
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ADDENDUM A 4/25/2018

PROJECT TEAM:
CIVIL
Kenneth Horne & Associates, Inc.
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ARCHITECTURAL/INTERIOR DESIGN
Caldwell Associates
FIRE PROTECTION
H.M. Yonge & Associates
PLUMBING
H.M. Yonge & Associates
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TELECOMMUNICATION/SECURITY
Klocke & Associates
AUDIO-VISUAL
Walshall & Associates
FOOD SERVICES
Camacho Foodservice Design

PROJECT:
BAYVIEW COMMUNITY RESOURCE CENTER

The City of
PENSACOLA

**2000 E. LLOYD ST
PENSACOLA, FL
32503**

ENGINEER'S SEAL

LOUIS J. DEREUIL, P.E.
FL PE 54319

PROJECT NO. : 2416
SHEET TITLE:

FOUNDATION &
SLAB-ON-GRADE PLAN -
OVERALL

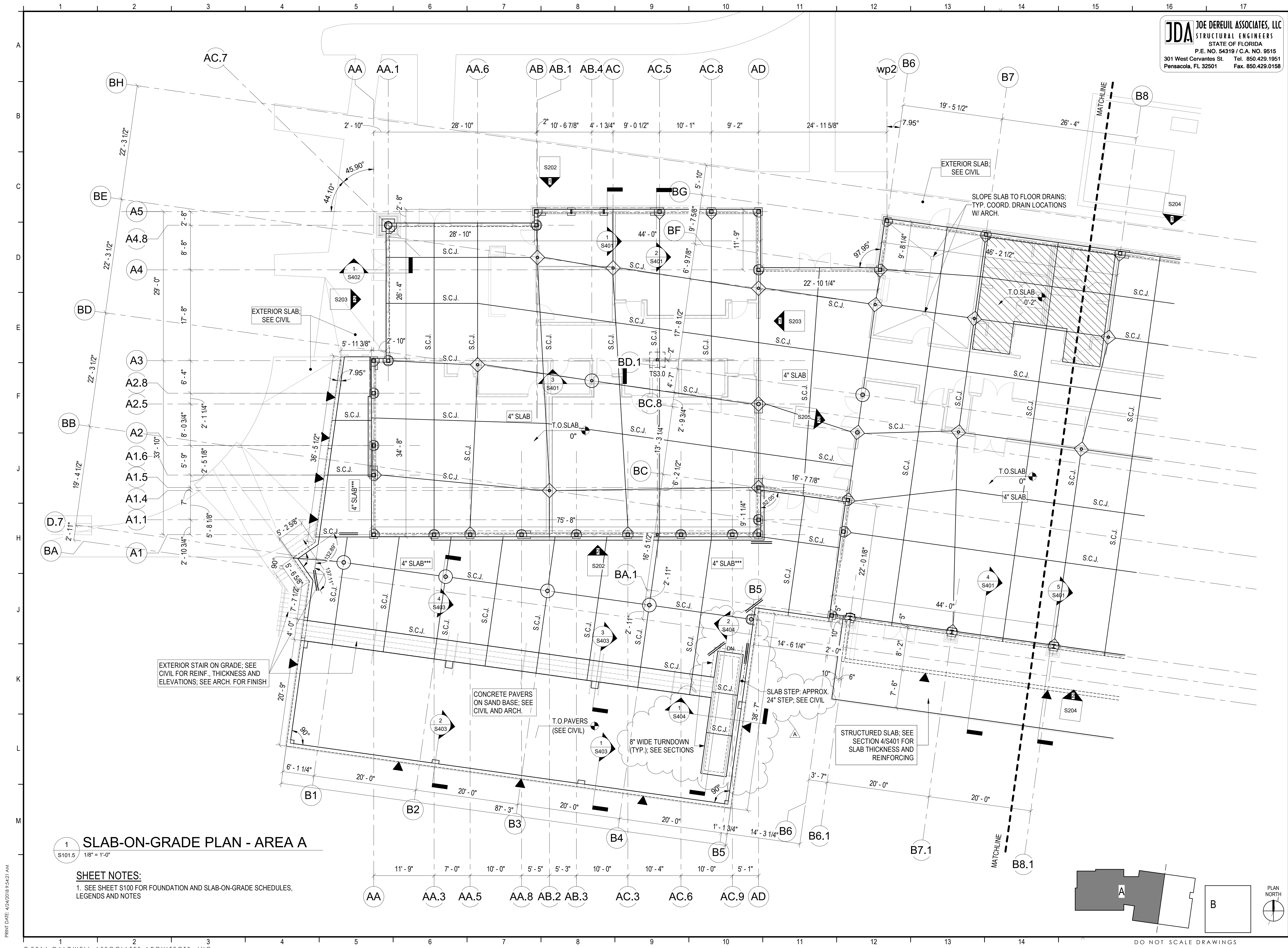
SHEET NUMBER:

S100

PERMIT SET

PRINT DATE: 4/24/2018 9:54:17 AM

S101



JDA JOE DEREUIL ASSOCIATES, LLC
STRUCTURAL ENGINEERS
STATE OF FLORIDA
P.E. NO. 54319 / C.A. NO. 9515
301 West Cervantes St. Tel. 850.429.1951
Pensacola, FL 32501 Fax. 850.429.0158

CALDWELL
ASSOCIATES | ARCHITECTS
116 N TARRAGONIA STREET, PENSACOLA, FL 32502
(850) 432.9500 | CALDWELL-ASSOC.COM

PROJECT ISSUES:	
SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
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PERMIT SET	03/20/18

ADDENDUM A 4/25/2018

PROJECT TEAM:
CIVIL
Kenneth Horne & Associates, Inc.
STRUCTURAL
Joe DeReuil Associates, LLC
ARCHITECTURAL/INTERIOR DESIGN
Caldwell Associates
FIRE PROTECTION
H.M. Yonge & Associates
PLUMBING
H.M. Yonge & Associates
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ELECTRICAL
Klocke & Associates
TELECOMMUNICATION/SECURITY
Klocke & Associates
AUDIO-VISUAL
Walshall & Associates
FOOD SERVICES
Camacho Foodservice Design

PROJECT:
BAYVIEW COMMUNITY RESOURCE CENTER



**2000 E. LLOYD ST
PENSACOLA, FL
32503**

ENGINEER'S SEAL

LOUIS J. DEREUIL, P.E.
FL PE 54319

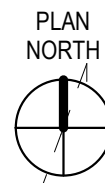
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SHEET TITLE:
SLAB-ON-GRADE PLAN - AREA A

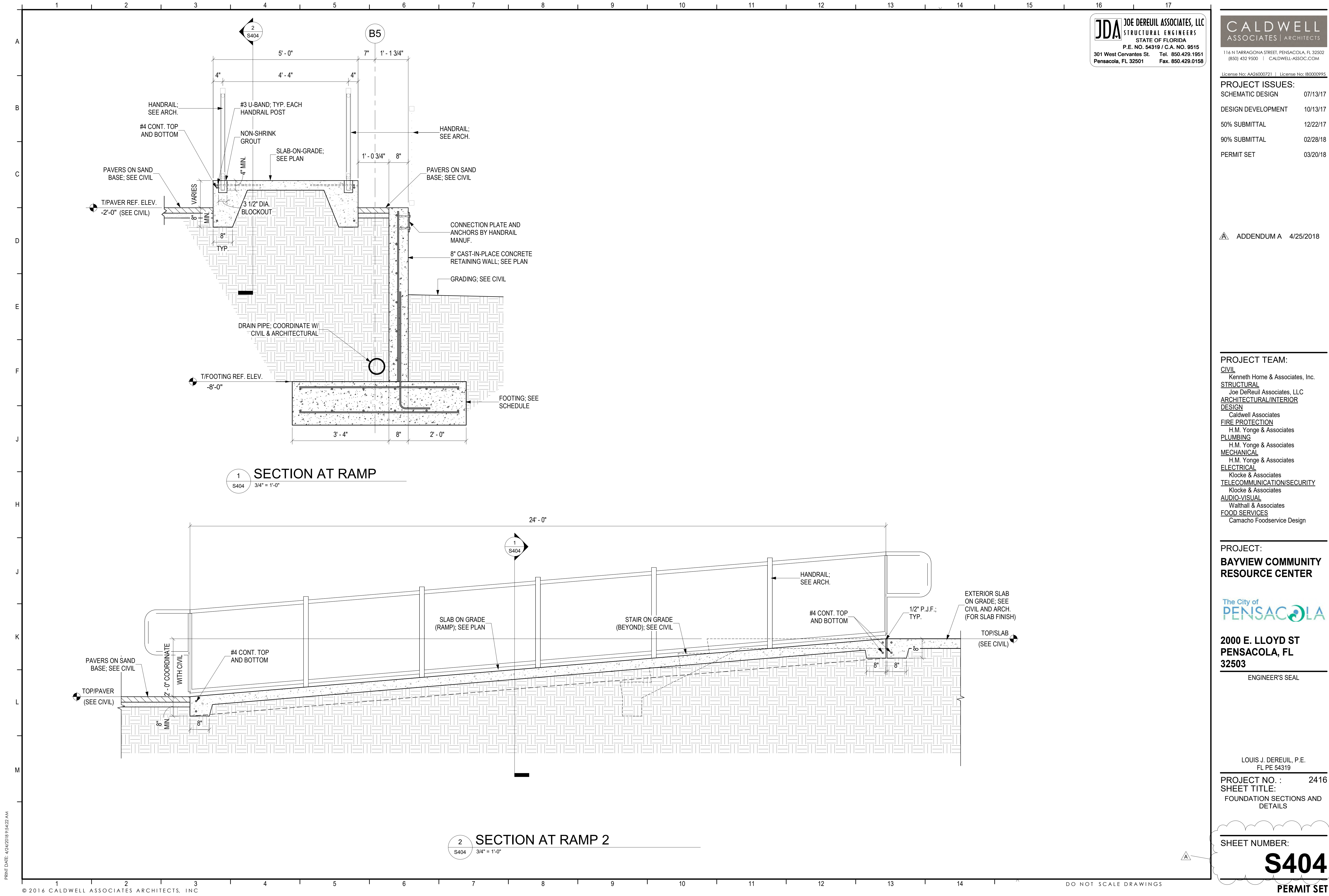
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S101.5

PERMIT SET

PRINT DATE: 4/24/2018 9:54:21 AM





JDA JOE DEREUIL ASSOCIATES, LLC
STRUCTURAL ENGINEERS
STATE OF FLORIDA
P.E. NO. 54319 / C.A. NO. 9515
301 West Cervantes St. Tel. 850.429.1951
Pensacola, FL 32501 Fax. 850.429.0158

CALDWELL
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114 N TARRAGONA STREET, PENSACOLA, FL 32502
(850) 432 9500 | CALDWELL-ASSOC.COM

License No: AA24000721 | License No: IB0000995

PROJECT ISSUES:	
SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
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FIRE PROTECTION
H.M. Yonge & Associates
PLUMBING
H.M. Yonge & Associates
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FOOD SERVICES
Camacho Foodservice Design

PROJECT:
**BAYVIEW COMMUNITY
RESOURCE CENTER**

The City of
PENSACOLA

**2000 E. LLOYD ST
PENSACOLA, FL
32503**

ENGINEER'S SEAL

LOUIS J. DEREUIL, P.E.
FL PE 54319

PROJECT NO. : 2416
SHEET TITLE:
FOUNDATION SECTIONS AND
DETAILS

SHEET NUMBER:

S404
PERMIT SET

PROJECT ISSUES:	
SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18

ADDENDUM A 4/25/2018

PROJECT TEAM:
CIVIL
Kenneth Horne & Associates, Inc.
STRUCTURAL
Joe DeReuil Associates, LLC
ARCHITECTURAL / INTERIOR DESIGN
Caldwell Associates
FIRE PROTECTION
H.M. Yonge & Associates
PLUMBING/FIRE PROTECTION
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Klocke & Associates
AUDIO-VISUAL
Walshall & Associates
FOOD SERVICES
Camacho Foodservice Design

PROJECT:
**BAYVIEW COMMUNITY
RESOURCE CENTER**

The City of
PENSACOLA

**2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503**

ARCHITECT'S SEAL

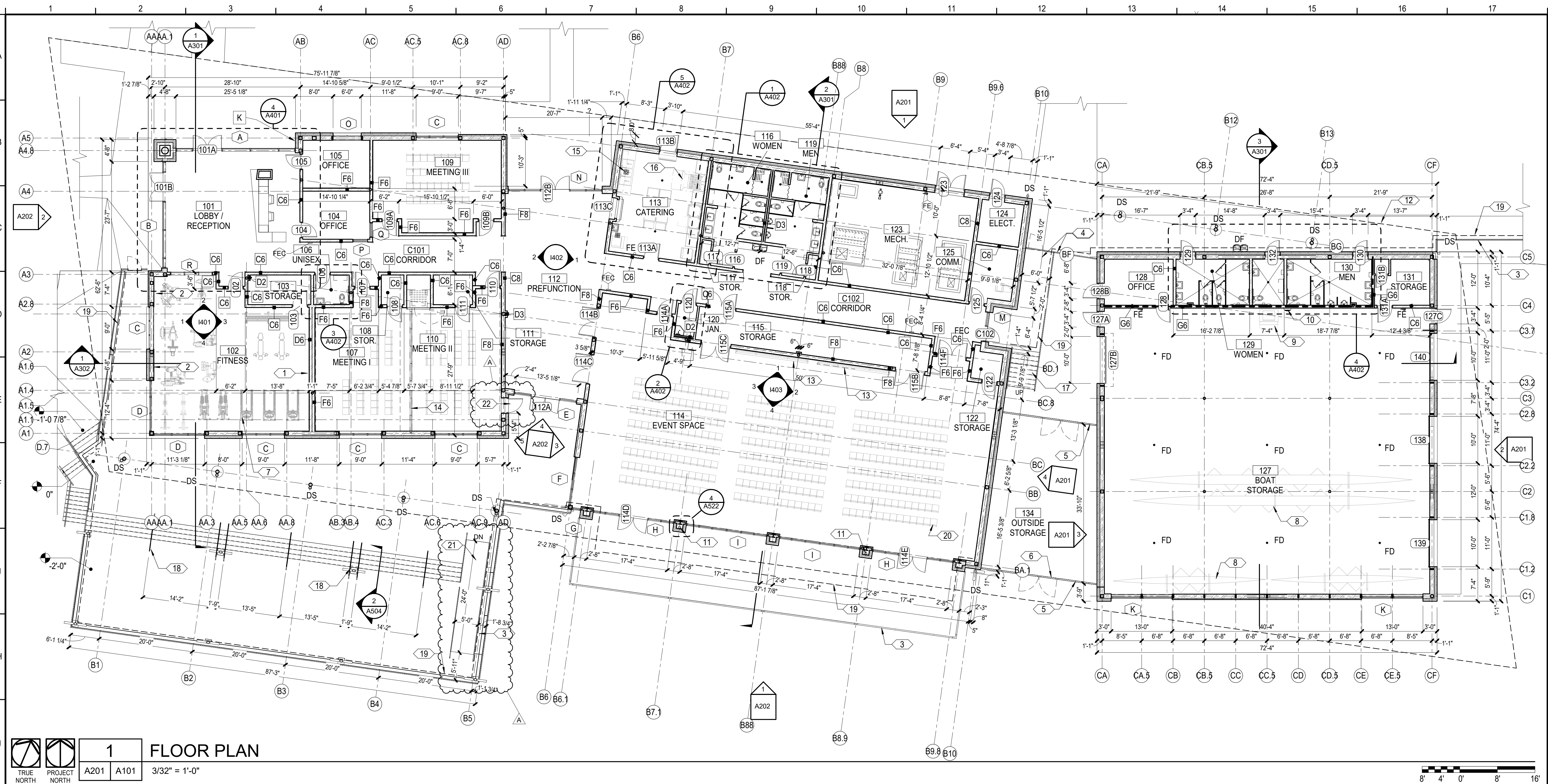
H. MILLER CALDWELL, JR
AR 7462

PROJECT NO. : 2416
SHEET TITLE:
FLOOR PLAN

SHEET NUMBER:

A101

PERMIT SET



1 FLOOR PLAN
3/32" = 1'-0"
TRUE NORTH PROJECT NORTH

KEYNOTES

- (5) CONTINUOUS 5'-0" WIDE BY 7'-0" TALL 1/4" PLATE MIRRORS WITH 1" STAINLESS STEEL TRIM FINISH. SECURE TO WALL AND MOUNT 24" AFF.
- 5'-0" WIDE BY 7'-0" TALL 1/4" SAFETY GLASS MIRROR WITH 1" FINISH WITH STAINLESS STEEL FRAME. SECURE TO WALL AND MOUNT 24" AFF
- 42" HIGH STAINLESS STEEL CABLE RAILING SYSTEM WITH PREFINISHED METAL COMPONENTS
- 3'-0" WIDE PREFINISHED DECORATIVE ALUMINUM GATE
- PREFINISHED DECORATIVE ALUMINUM FENCE AND GATES
- PAIR OF 3'-0" WIDE DOUBLE PREFINISHED DECORATIVE ALUMINUM GATE WITH LOCKS. PROVIDE EXTRA HEAVY DUTY 3/4" VERTICAL THROUGH BOLT PROVIDE RECEIVER AT STRIP FOOTING. SEE CIVIL.
- EXERCISE EQUIPMENT, NIC
- BOAT STORAGE SYSTEM, NIC
- HIGH CAPACITY ICE MAKER, SEE FOOD SERVICES DRAWINGS
- WALL MOUNTED BOTTLE FILLER, SEE PLUMBING
- INTERNAL PIPED DOWNSPOUT, SEE PLUMBING AND CIVIL
- CONCRETE PAVEMENT; SEE CIVIL

KEYNOTES

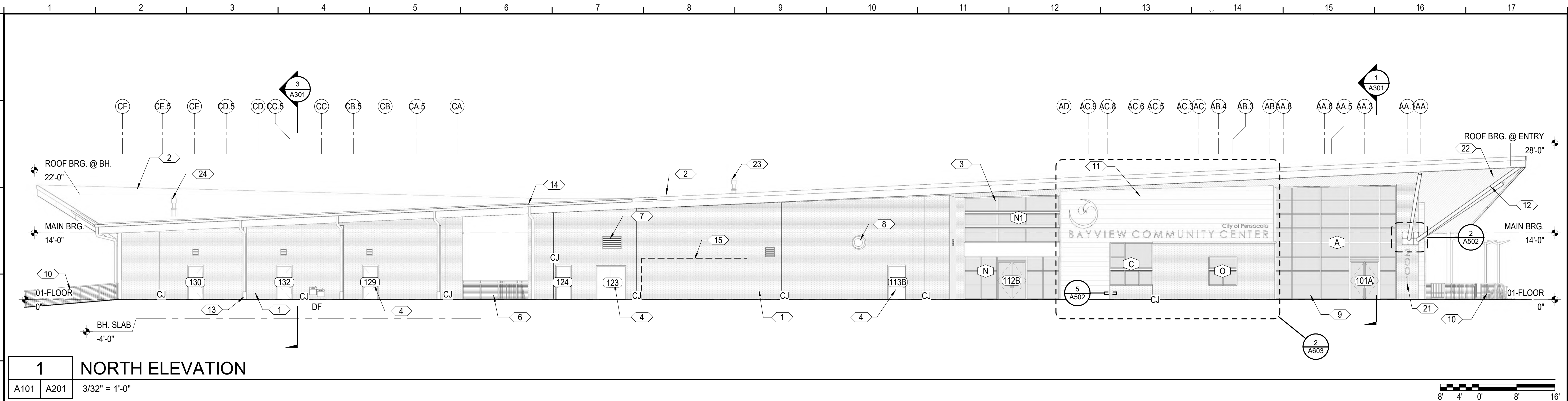
- WALL MOUNTED PROJECTION SCREEN, SEE AV DRAWINGS
- STC 45 RATED MOVEABLE PARTITION, SEE FINISH SCHEDULE
- STAINLESS STEEL 3 COMPARTMENT SINK, SEE FOOD SERVICE DRAWINGS
- FOOD SERVICE EQUIPMENT, SEE FOOD SERVICE DRAWINGS
- CAST-IN-PLACE CONCRETE STAIR WITH PRE-FINISHED ALUMINUM RAILING, SEE DETAILS ON SHEET A504
- 1 1/2" DIAMETER ALUMINUM FREE STANDING RAILING. SEE SHEET A504
- WATERPROOF MEMBRANE BELOW GRADE ON FACE OF RETAINING WALLS - TIE INTO WATERPROOFING BELOW SLAB AND FOOTINGS, AS INDICATED ON BUILDING AND WALL SECTIONS. PROVIDE PERFORATED HDPE PIPE WITH DRAIN SOCK SET IN CLEAN GRAVEL FILL AND CONNECT TO STORM DRAINAGE SYSTEM AS INDICATED ON CIVIL DRAWINGS.
- FURNITURE, N.T.C.
- ACCESSIBLE CONCRETE RAMP WITH 1:12 SLOPE MAXIMUM. CONCRETE TO HAVE A CW-3 FINISH. PROVIDE A HR-2 SIMPLE HANDRAIL ON BOTH SIDES OF RAMP.
- INSULATED, GALVANIZED, 3'-0"X7'-0" HOLLOW METAL DOOR AND FRAME, PAINTED; PROVIDE EMERGENCY EGRESS ONLY HARDWARE

LEGEND

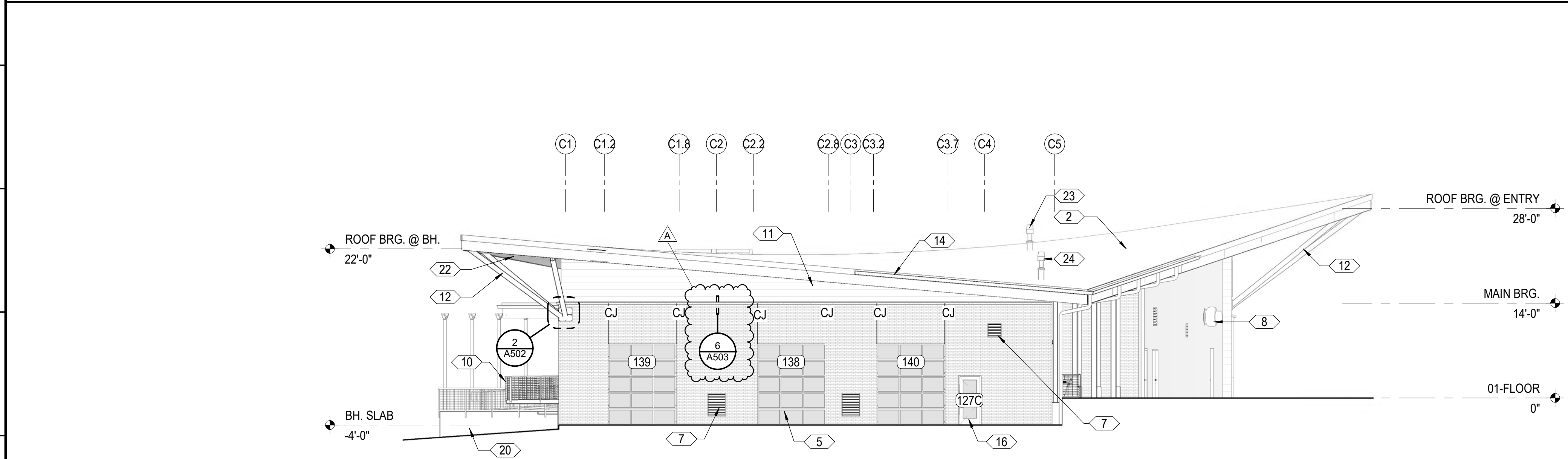
	METAL STUD FRAMING; SEE WALL TYPES OR DETAILS FOR MORE INFORMATION
DF	HI / LO DRINKING FOUNTAIN, SEE PLUMBING DRAWINGS
FEC	FIRE EXTINGUISHER CABINET; SEMI-RECESSED
FE	FIRE EXTINGUISHER; WALL HUNG
K	KNOX BOX; FULLY RECESSED; CONTRACTOR TO COORDINATE WITH FIRE MARSHAL FOR EQUIPMENT AND LOCATION

GENERAL NOTES

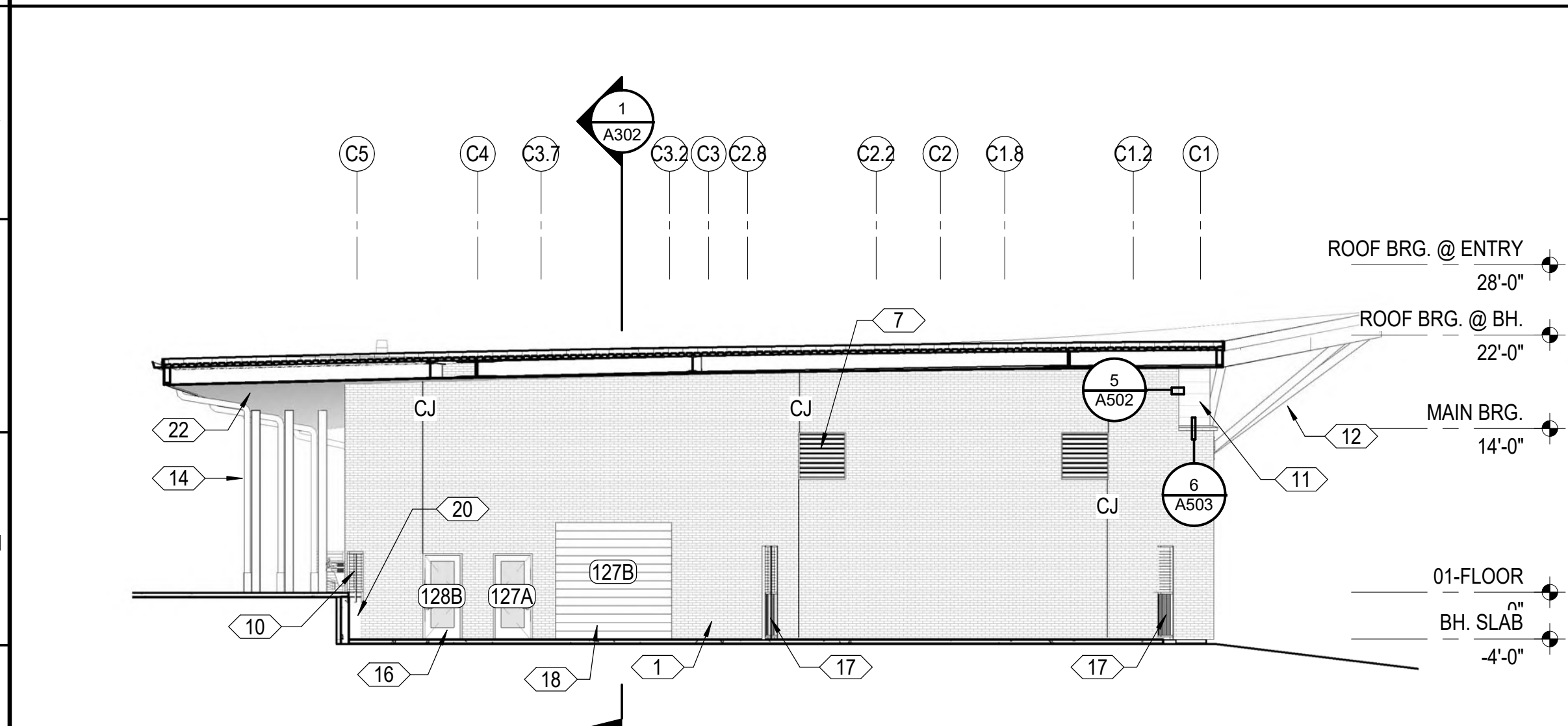
- REFER TO WALL TYPE SHEET FOR MORE INFORMATION
- CONTRACTOR SHALL COORDINATE WITH ALL TRADES PRIOR TO COMMENCING WORK.
- COORDINATE WITH MECHANICAL, PLUMBING, ELECTRICAL, TELECOM AND SECURITY PRIOR TO COMMENCING ANY WORK.
- SEE LIFE SAFETY PLAN FOR LOCATION OF FIRE EXTINGUISHERS
- ALL FURNITURE N.I.C. UNLESS NOTED OTHERWISE.
- STEEL STRUCTURE ON INTERIOR OF BUILDING, INCLUDING BEAMS, TRUSSES, BRACING, COLUMNS AND METAL DECKING SHALL BE PAINTED WHERE EXPOSED.
- ALL STEEL STRUCTURE ON EXTERIOR OF BUILDING, WHERE CONCEALED AND WHERE EXPOSED SHALL BE PAINTED WITH HIGH PERFORMANCE COATING SYSTEM AS SPECIFIED.



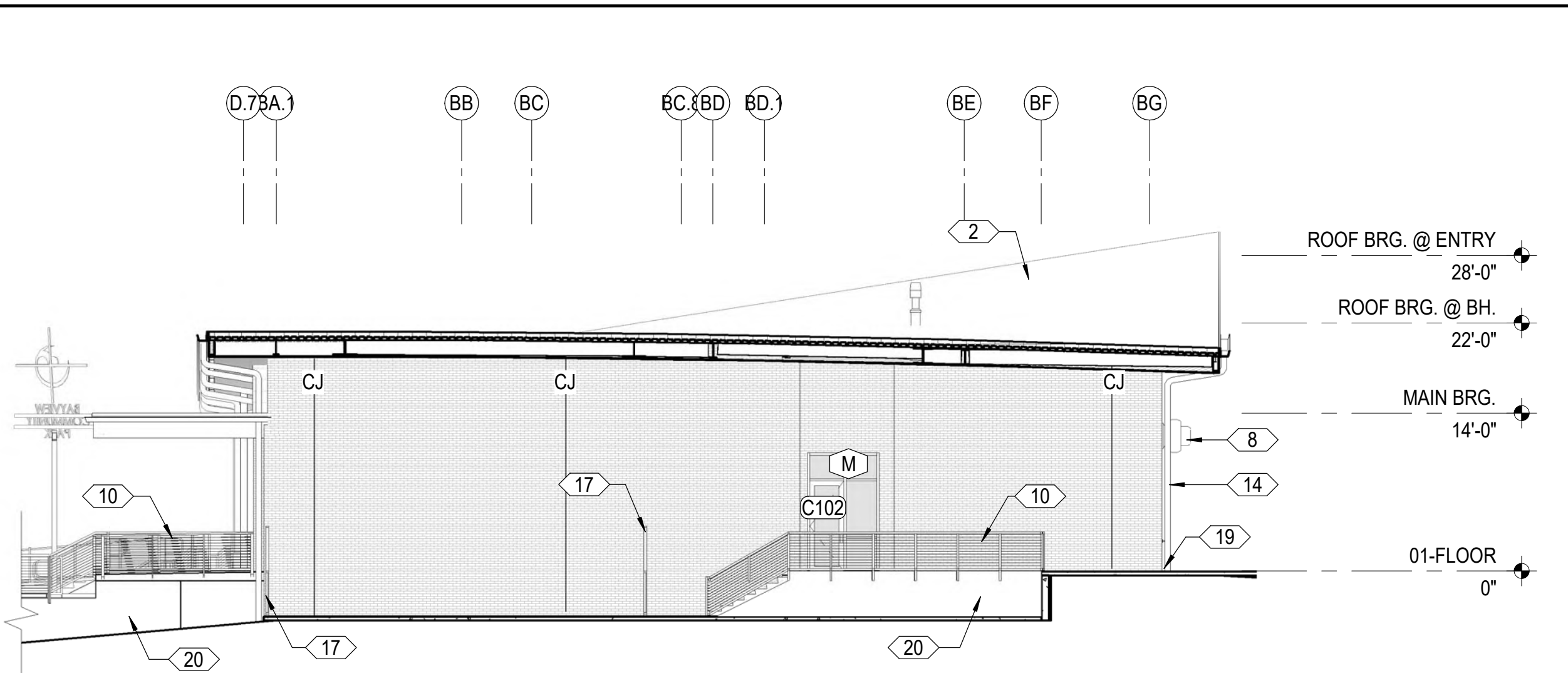
1 NORTH ELEVATION
A101 A201 3/32" = 1'-0"



2 EAST ELEVATION
A101 A201 3/32" = 1'-0"



3 EXT - STORAGE - EAST VIEW
A101 A201 3/32" = 1'-0"



4 EXT - STORAGE - WEST VIEW
A101 A201 3/32" = 1'-0"

GENERAL NOTES

1. SEE DETAILS FOR TYPICAL CONTROL JOINT DETAIL
2. SUBMIT PRODUCT LITERATURE, CERTIFICATIONS, TEST REPORTS & FULL MATERIAL SAMPLES OF EACH COLOR SPECIFIED.
3. GENERAL CONTRACTOR SHALL PERFORM PREINSTALLATION MEETING PRIOR TO EACH TRADE INSTALLATION OF EXTERIOR COMPONENTS.
4. ALL EXTERIOR COMPONENTS TO MEET FLORIDA BUILDING CODE, SUBMIT FLORIDA BUILDING APPROVED PRODUCT WITH ALL SUBMITTALS FOR FINAL REVIEW BY THE ARCHITECT.
5. WHERE BRICK VENEER MAY REQUIRE CUTTING COORDINATE LOCATION OF CUT TO CENTER THE BRICK BETWEEN EACH CONTROL JOINT THAT MAY CREATE A DISSIMILAR BRICK PATTERN. SUBMIT SHOP DRAWINGS DENOTING LOCATIONS OF ALL CONTROL JOINTS AT THE BRICK VENEER PRIOR TO COMMENCING WORK.

KEYNOTES

- 1 4" NOMINAL BRICK VENEER, SEE FINISH SCHEDULE
- 2 SINGLE PLY ROOFING MEMBRANE SYSTEM
- 3 PREFINISHED ALUMINUM STOREFRONT SYSTEM WITH IMPACT RATED GLAZING
- 4 INSULATED HOLLOW METAL DOOR AND FRAME AS SCHEDULED, PAINTED
- 5 PREFINISHED ALUMINUM SECTIONAL DOOR WITH IMPACT RATED GLAZING.
- 6 42" HIGH PREFINISHED DECORATIVE GUARD RAIL SYSTEM
- 7 PREFINISHED ALUMINUM LOUVERS, SEE FINISH SCHEDULE
- 8 EXHAUST FAN, SEE MECHANICAL
- 9 PREFINISHED ALUMINUM CURTAIN WALL SYSTEM WITH IMPACT RATED GLAZING
- 10 42" HIGH STAINLESS STEEL CABLE RAILING SYSTEM WITH PREFINISHED METAL COMPONENTS
- 11 PREFINISHED METAL WALL PANELS, SEE FINISH SCHEDULE
- 12 DIAGONAL STEEL BRACE, PAINTED; SEE STRUCTURAL
- 13 PREFINISHED CAST-ALUMINUM DOWNSPOUT BOOT, SEE CIVIL
- 14 PREFINISHED ALUMINUM GUTTER AND DOWNSPOUT, CONNECT TO STORM WATER, SEE CIVIL
- 15 MECHANICAL YARD FENCING, DASHED FOR CLARITY, SEE CIVIL
- 16 PREFINISHED ALUMINUM ENTRANCE DOOR SYSTEM WITH IMPACT RESISTANT GLAZING
- 17 PREFINISHED DECORATIVE ALUMINUM FENCE AND GATES
- 18 PREFINISHED INSULATED OVERHEAD COILING DOOR, SEE DOOR SCHEDULE
- 19 CONCRETE PAVING, SEE CIVIL DRAWINGS
- 20 EXPOSED CONCRETE RETAINING WALL, SEE STRUCTURAL
- 21 18" TALL, CENTURY GOTHIC FONT, 3-DIMENSIONAL CAST ALUMINUM LETTERING; ATTACHMENT PER MANUFACTURER RECOMMENDATIONS. SUBMIT COLOR SELECTION TO ARCHITECT.
- 22 PREFINISHED T&G WOOD SOFFIT/CEILING SYSTEM, SEE FINISH SCHEDULE
- 23 BOILER VENT STACK, SEE MECHANICAL
- 24 WATER HEATER VENT STACK, SEE MECHANICAL

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PROJECT ISSUES:	
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DESIGN DEVELOPMENT	10/13/17
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PERMIT SET	03/20/18

ADDENDUM A 4/25/2018

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TELECOMMUNICATION/SECURITY
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AUDIO-VISUAL
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FOOD SERVICES
Camacho Foodservice Design

PROJECT:

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RESOURCE CENTER**

The City of
PENSACOLA

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ARCHITECT'S SEAL

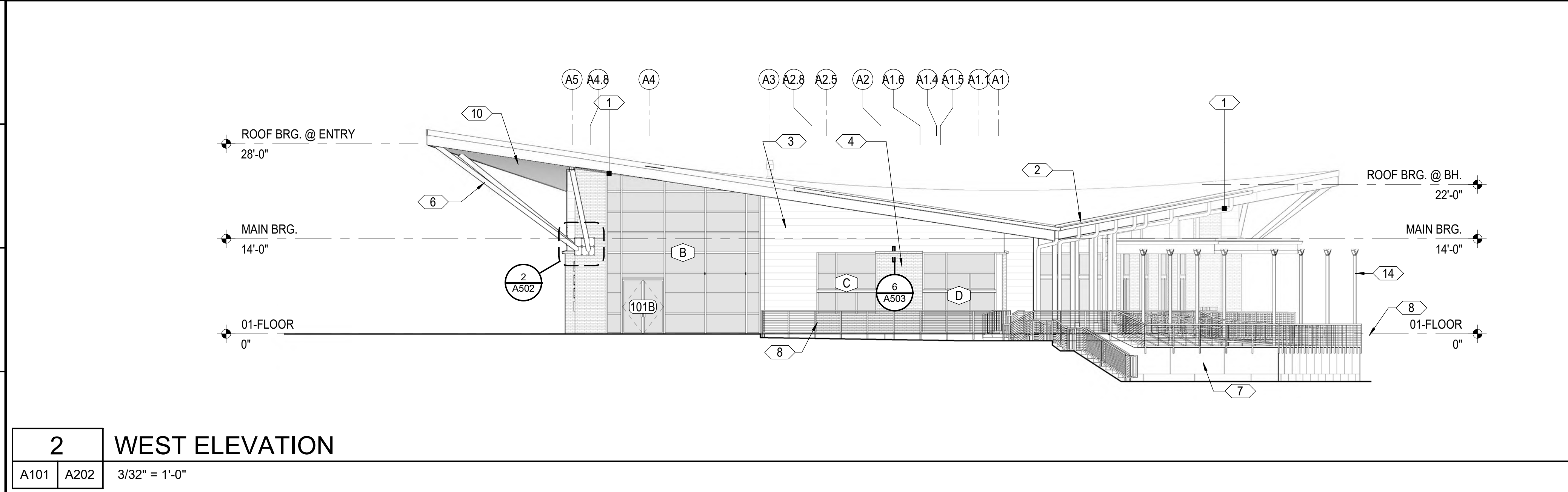
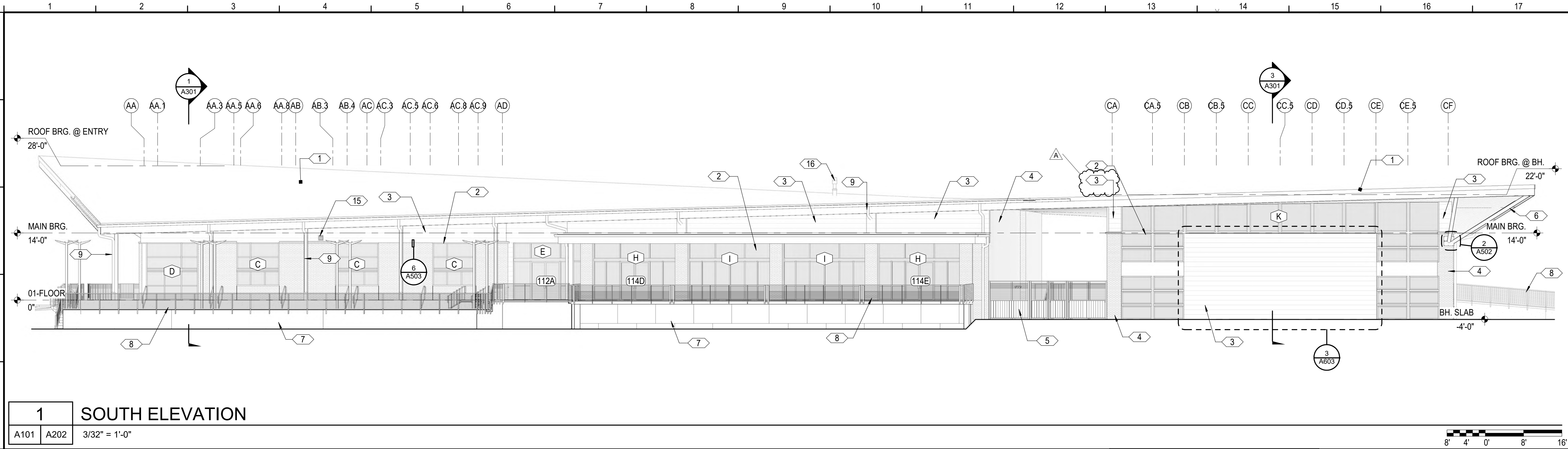
H. MILLER CALDWELL, JR
AR 7462

PROJECT NO. : 2416
SHEET TITLE:
ELEVATIONS

SHEET NUMBER:

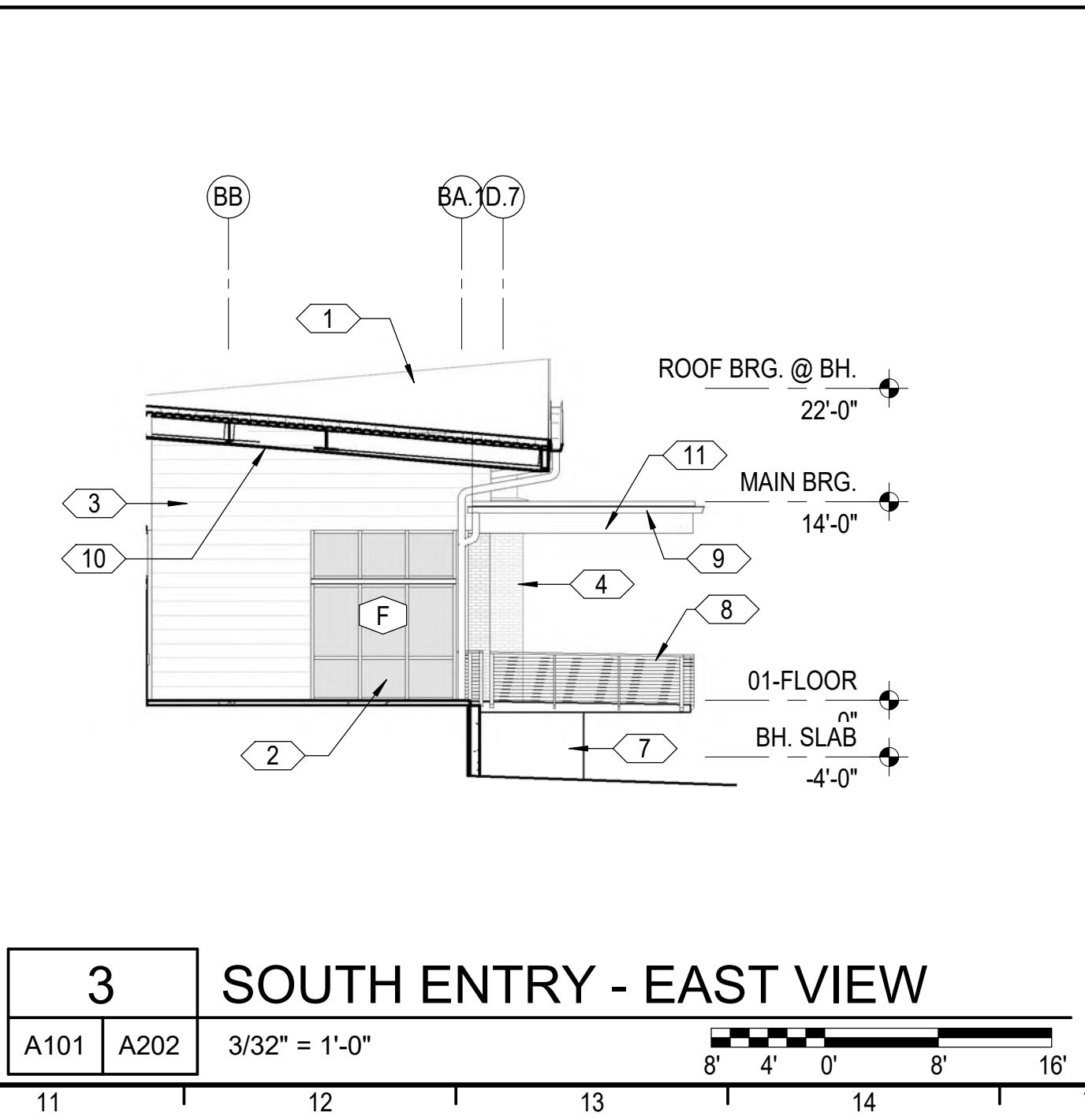
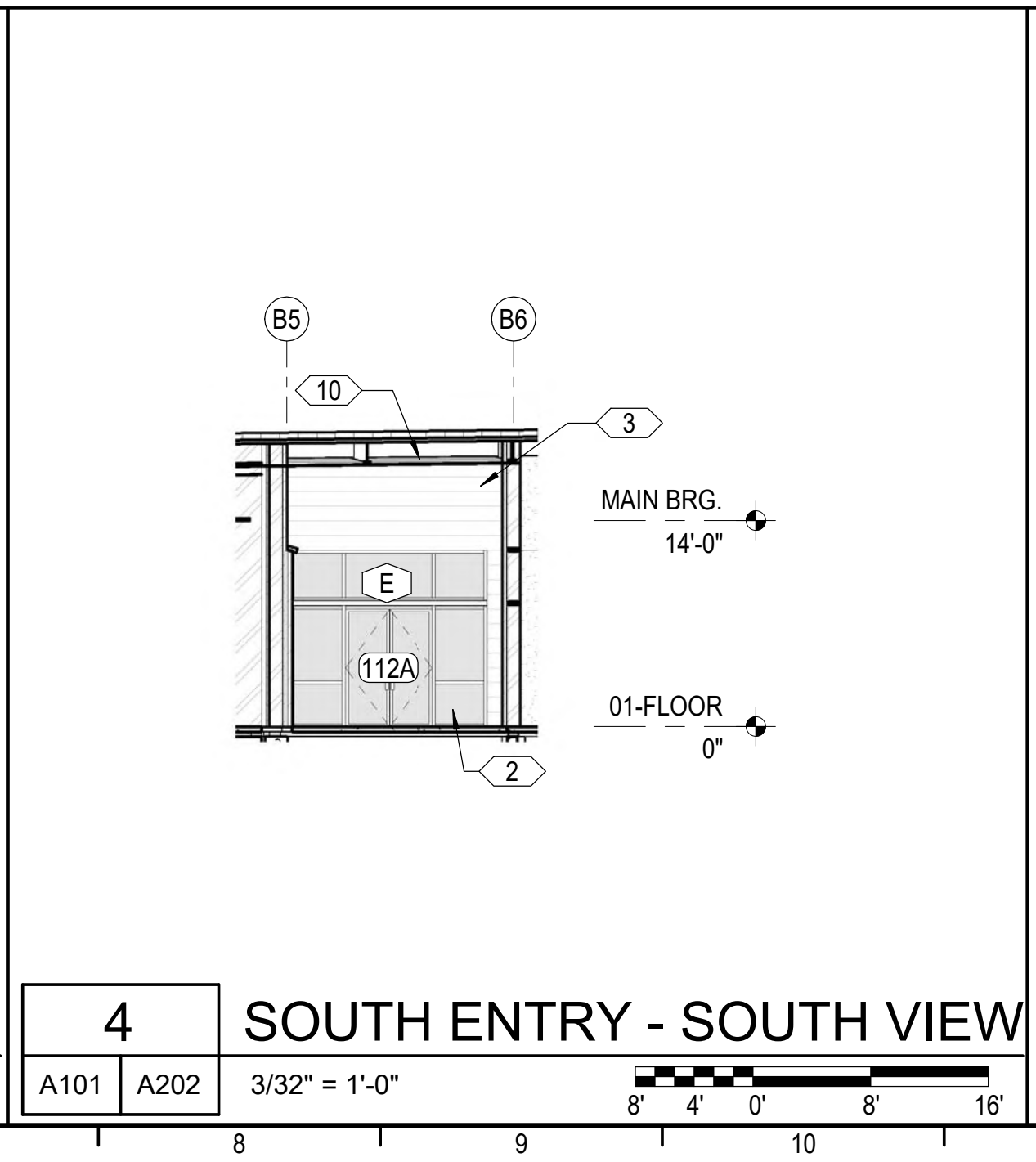
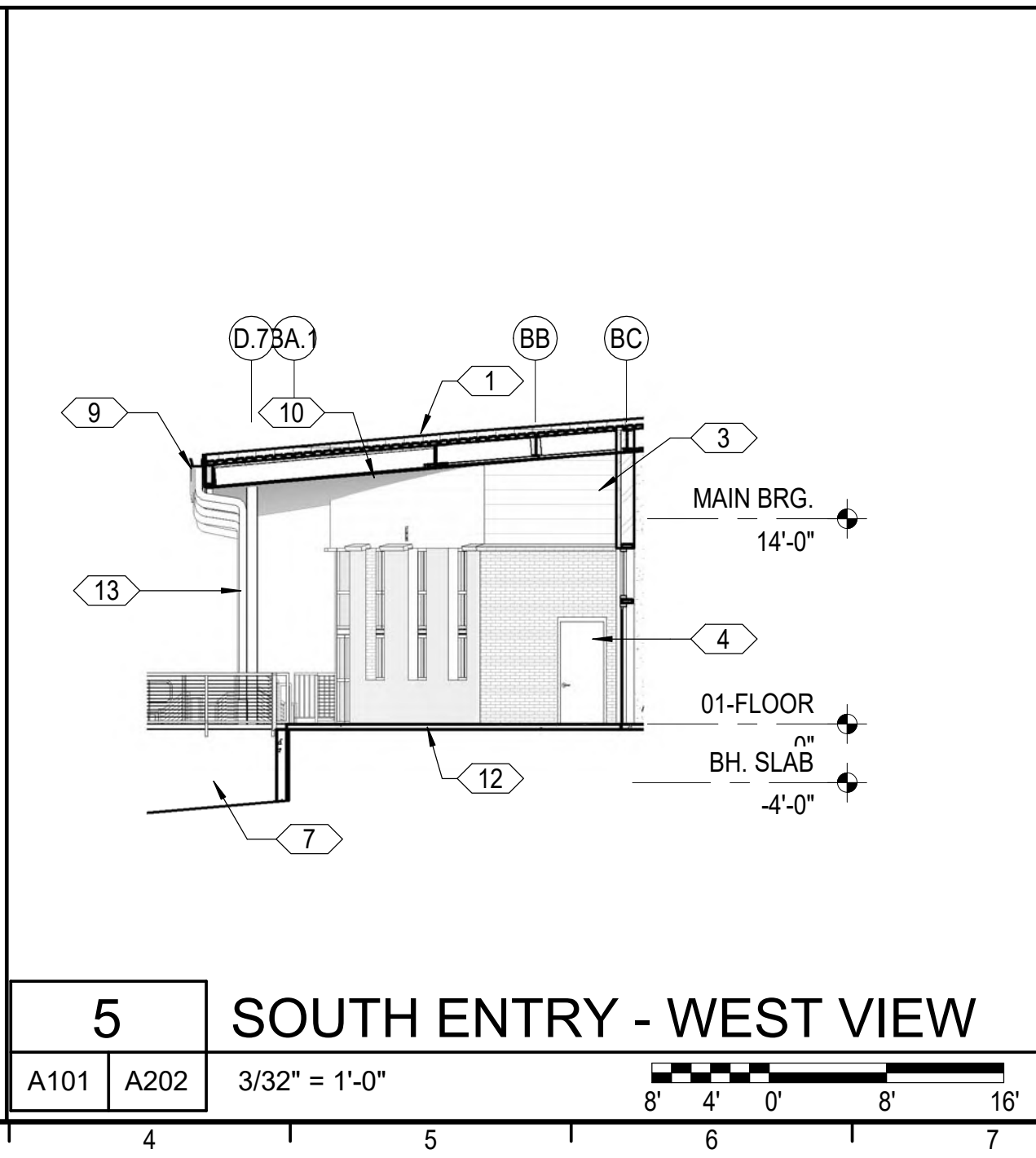
A201

PERMIT SET



- GENERAL NOTES**
1. SEE DETAILS FOR TYPICAL CONTROL JOINT DETAIL
 2. SUBMIT PRODUCT LITERATURE, CERTIFICATIONS, TEST REPORTS & FULL MATERIAL SAMPLES OF EACH COLOR SPECIFIED.
 3. GENERAL CONTRACTOR SHALL PERFORM PREINSTALLATION MEETING PRIOR TO EACH TRADE INSTALLATION OF EXTERIOR COMPONENTS.
 4. ALL EXTERIOR COMPONENTS TO MEET FLORIDA BUILDING CODE, SUBMIT FLORIDA BUILDING APPROVED PRODUCT WITH ALL SUBMITTALS FOR FINAL REVIEW BY THE ARCHITECT.
 5. WHERE BRICK VENEER MAY REQUIRE CUTTING COORDINATE LOCATION OF CUT TO CENTER THE BRICK BETWEEN EACH CONTROL JOINT THAT MAY CREATE A DISSIMILAR BRICK PATTERN. SUBMIT SHOP DRAWINGS DENOTING LOCATIONS OF ALL CONTROL JOINTS AT THE BRICK VENEER PRIOR TO COMMENCING WORK.

- KEYNOTES**
- 1 SINGLE PLY ROOFING MEMBRANE SYSTEM
 - 2 PREFINISHED ALUMINUM STOREFRONT SYSTEM WITH IMPACT RATED GLAZING
 - 3 PREFINISHED METAL WALL PANELS, SEE FINISH SCHEDULE
 - 4 4" NOMINAL BRICK VENEER, SEE FINISH SCHEDULE
 - 5 PREFINISHED DECORATIVE ALUMINUM FENCE AND GATES
 - 6 DIAGONAL STEEL BRACE, PAINTED; SEE STRUCTURAL
 - 7 EXPOSED CONCRETE RETAINING WALL, SEE STRUCTURAL
 - 8 42" HIGH STAINLESS STEEL CABLE RAILING SYSTEM WITH PREFINISHED METAL COMPONENTS
 - 9 PREFINISHED ALUMINUM GUTTER AND DOWNSPOUT, CONNECT TO STORM WATER, SEE CIVIL
 - 10 PREFINISHED T&G WOOD SOFFIT/CEILING SYSTEM, SEE FINISH SCHEDULE
 - 11 STEEL BEAM, PAINTED; SEE STRUCTURAL
 - 12 CONCRETE PAVING, SEE CIVIL DRAWINGS
 - 13 PAINTED STEEL COLUMN; SEE STRUCTURAL
 - 14 LIGHT POLES, SEE ELECTRICAL
 - 15 PREFINISHED ALUMINUM LOUVERS, SEE FINISH SCHEDULE
 - 16 BOILER VENT STACK, SEE MECHANICAL



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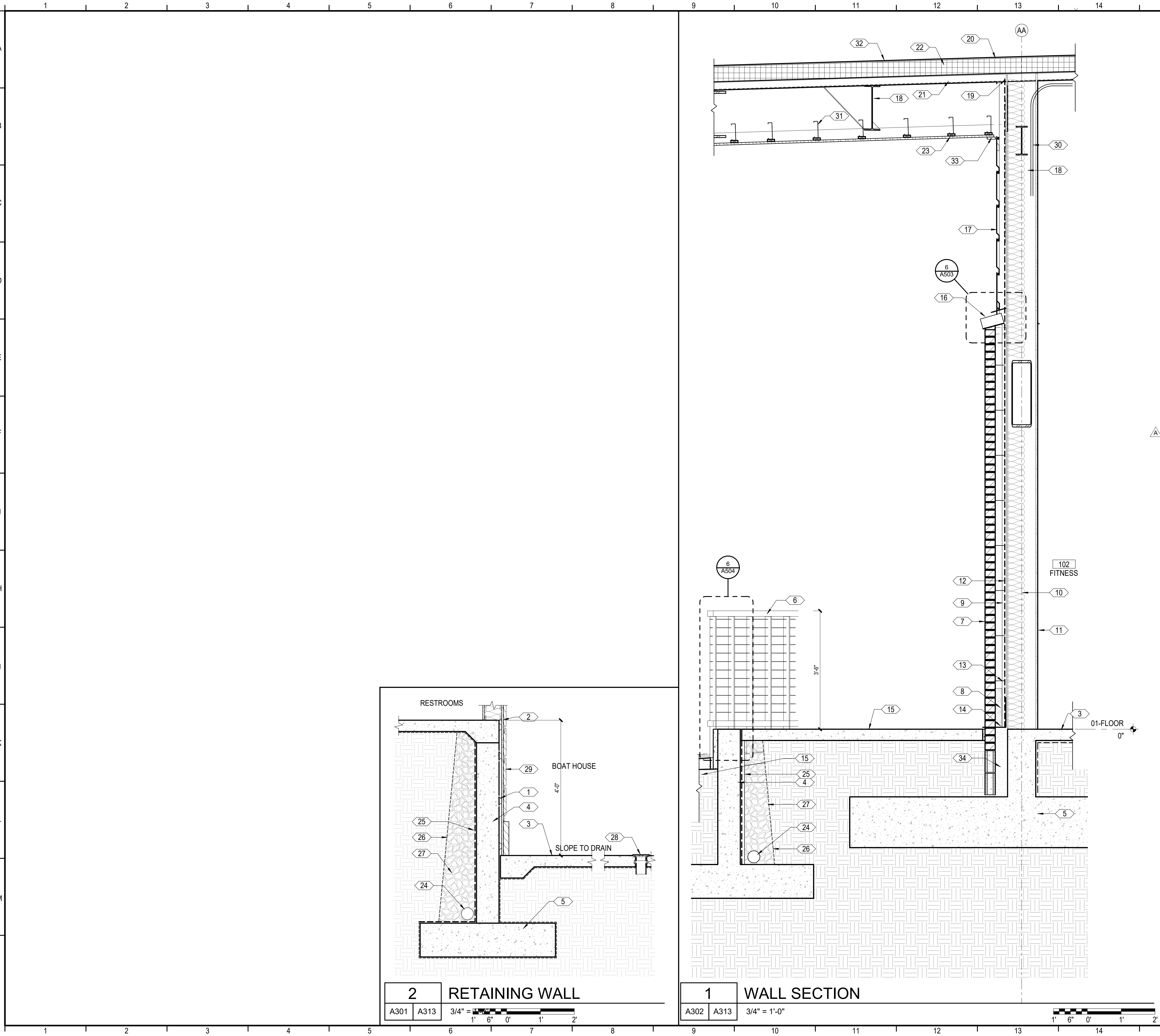
PROJECT NO. : 2416

SHEET TITLE: ELEVATIONS

SHEET NUMBER:

A202

PERMIT SET



KEYNOTES

- 1 7/8" METAL HAT CHANNEL FURRING AT 16" O.C. MAX SPACING
- 2 EXTEND ASSEMBLY COMPONENTS TO SLAB AS SHOWN; MAINTAIN ANY RATING REQUIREMENTS
- 3 SLAB ON GRADE WITH VAPOR BARRIER; SEE STRUCTURAL
- 4 CAST-IN-PLACE CONCRETE RETAINING WALL; SEE STRUCTURAL
- 5 CONCRETE FOUNDATION, SEE STRUCTURAL
- 6 36" HIGH STAINLESS STEEL CABLE RAILING SYSTEM
- 7 4" NOMINAL BRICK VENEER, SEE FINISH SCHEDULE
- 8 MORTAR NET
- 9 R-7.5 RIGID INSULATION
- 10 UNFACED R-19 BATT INSULATION
- 11 5/8" IMPACT RESISTANT GYPSUM BOARD
- 12 FLUID APPLIED AIR BARRIER
- 13 GALVANIZED ADJUSTABLE MASONRY TIES @ 16" O.C. VERTICALLY AND HORIZONTALLY
- 14 THRU-WALL FLASHING WITH WEEPS @ 24" O.C.
- 15 CONCRETE PAVING, SEE CIVIL DRAWINGS
- 16 ROWLOCK BRICK TRANSITION SILL
- 17 PREFINISHED METAL WALL PANELS, SEE FINISH SCHEDULE
- 18 STEEL BEAM, PAINTED; SEE STRUCTURAL
- 19 EXTEND FLUID APPLIED AIR BARRIER TO UNDERSIDE OF METAL DECK. FOLLOW MANUFACTURER'S INSTRUCTION FOR ADDITIONAL REINFORCING AT DISSIMILAR METALS
- 20 SINGLE PLY ROOFING MEMBRANE SYSTEM
- 21 METAL DECK; SEE STRUCTURAL
- 22 R-30 RIGID INSULATION
- 23 PREFINISHED T&G WOOD SOFFIT/CEILING SYSTEM, SEE FINISH SCHEDULE
- 24 4" DIAMETER HDPE SOCK DRAIN, SEE STRUCTURAL AND CIVIL
- 25 SHEET APPLIED WATERPROOF MEMBRANE WITH PROTECTION BOARD, SHEET A101 FOR LOCATION IN PLAN
- 26 FILTER FABRIC, SEE STRUCTURAL
- 27 LARGE GRAVEL, SEE STRUCTURAL
- 28 FLOOR DRAIN, SEE PLUMBING
- 29 WOOD COMPOSITE SIDING SYSTEM, SEE FINISH SCHEDULE
- 30 WHERE CONDUITS ARE EXPOSED TO INTERIOR ROOMS, INSTALL CONDUITS TIGHT TO THE STRUCTURE ABOVE AND AVOID EXTENDING CONDUITS PAST THE STRUCTURE TO LIMIT EXTENT OF EXPOSED CONDUITS ON THE WALL SURFACE, COORDINATE WITH ELECTRICAL DRAWINGS
- 31 LIGHT GAUGE METAL SOFFIT FRAMING SYSTEM - SEE STRUCTURAL
- 32 1/2" COVER BOARD
- 33 PRE-FINISHED 1"x4" WOOD TRIM; PROVIDE CONTIN. BACKER ROD & SEALANT AT VERTICAL FACE. MATCH WOOD SOFFIT.
- 34 GROUT SOLID ALL CAVITIES BELOW GRADE

GENERAL NOTES

- 1. STEEL STRUCTURE ON INTERIOR OF BUILDING, INCLUDING BEAMS, TRUSSES, BRACING, COLUMNS AND METAL DECKING SHALL BE PAINTED WHERE EXPOSED.
- 2. ALL STEEL STRUCTURE ON EXTERIOR OF BUILDING, WHERE CONCEALED AND WHERE EXPOSED SHALL BE PAINTED WITH HIGH PERFORMANCE COATING SYSTEM AS SPECIFIED.
- 3. CONTRACTOR SHALL PERFORM PREINSTALLATION MEETINGS AND GIVE THE ARCHITECT 10 DAY NOTICE OF MEETINGS.

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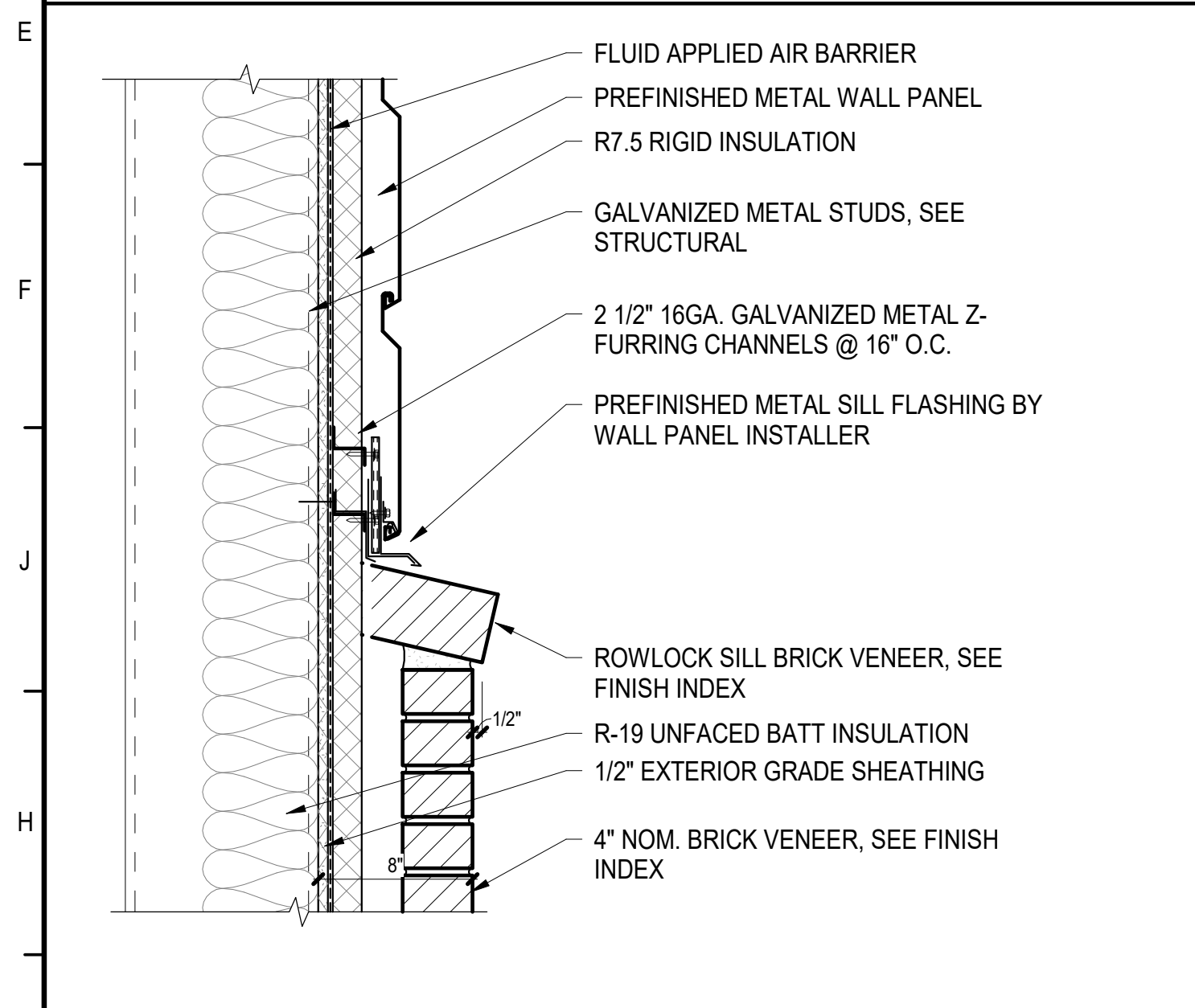
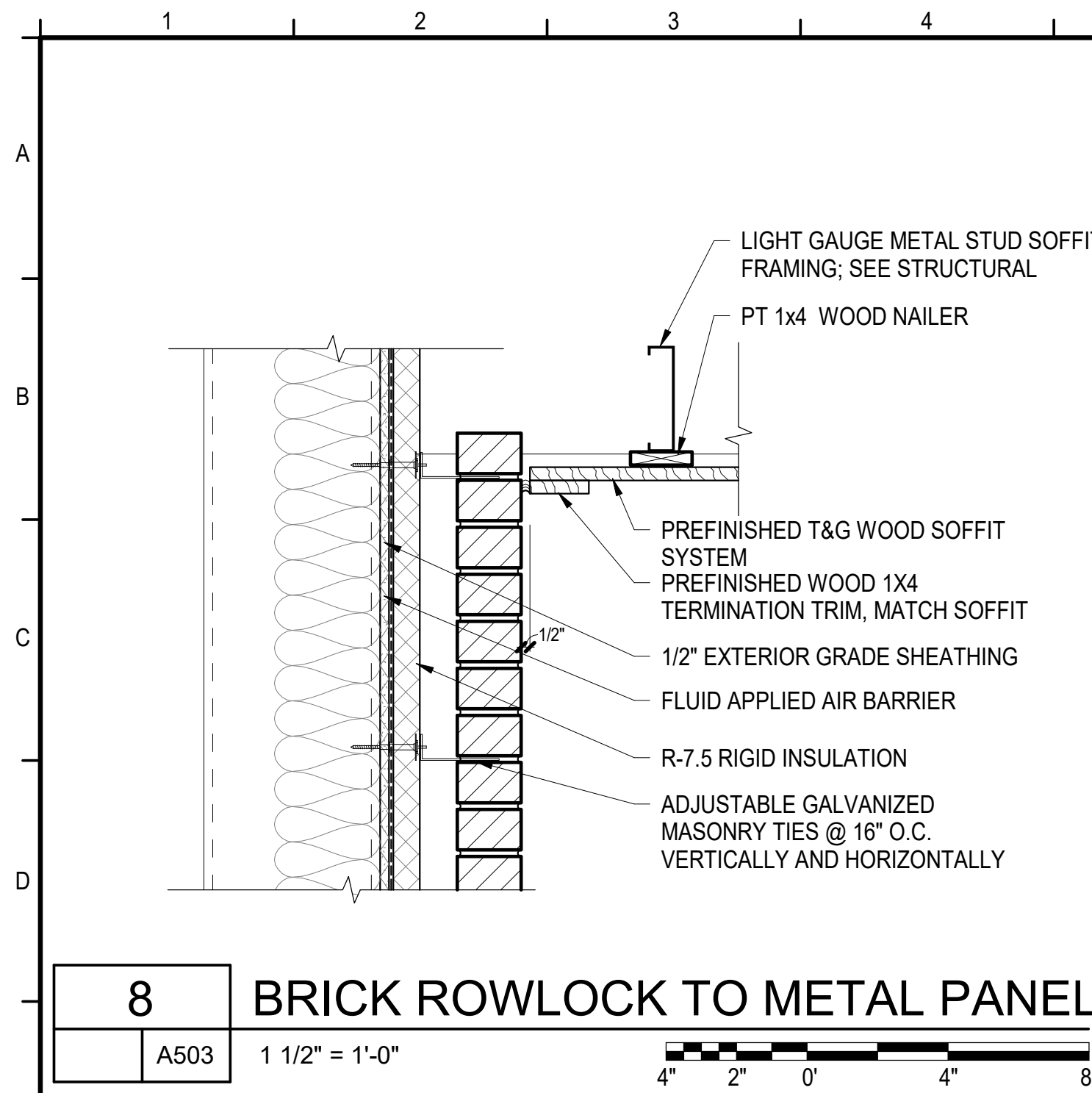
H. MILLER CALDWELL, JR
AR 7462

PROJECT NO. : 2416
SHEET TITLE:
WALL SECTIONS

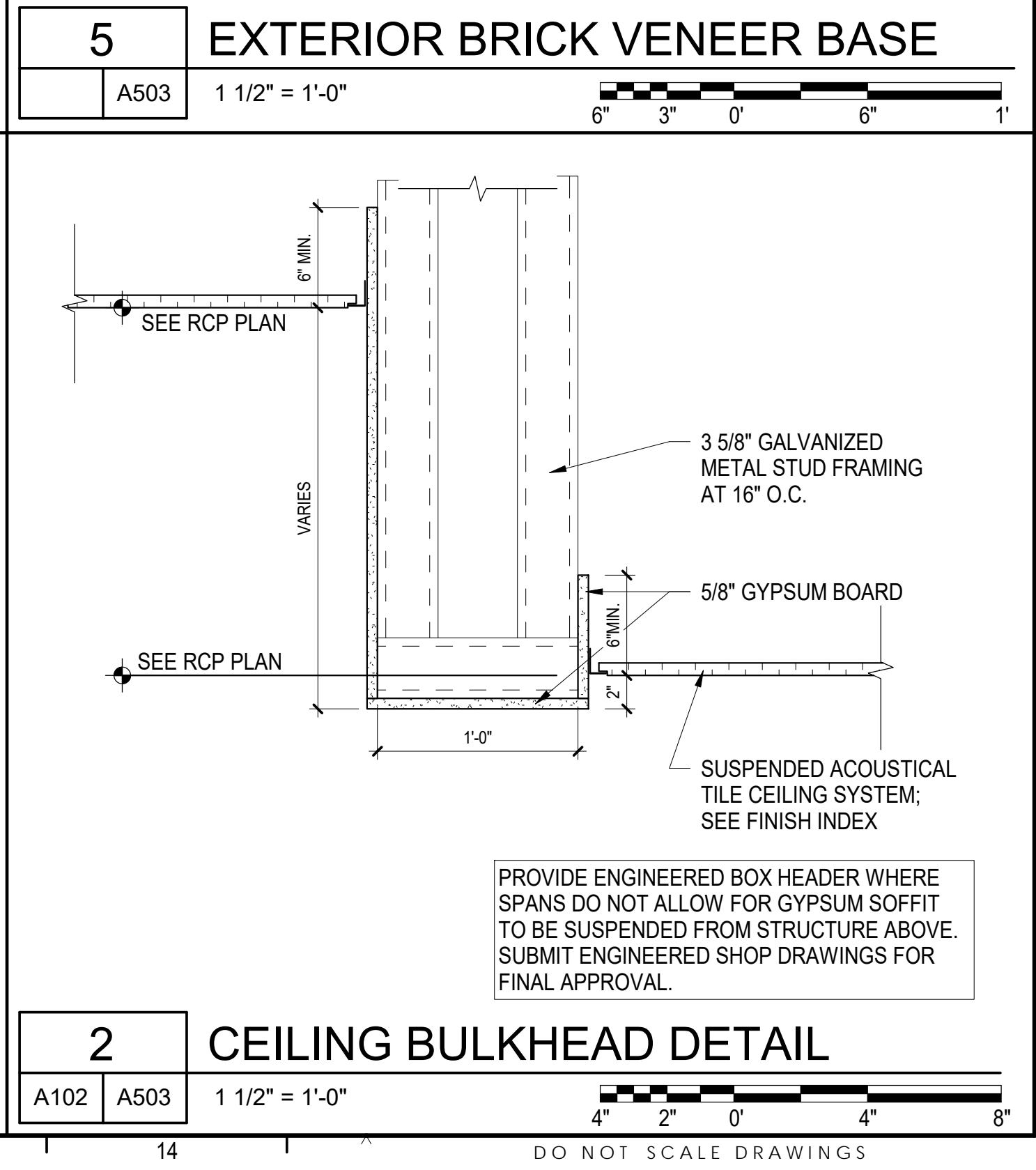
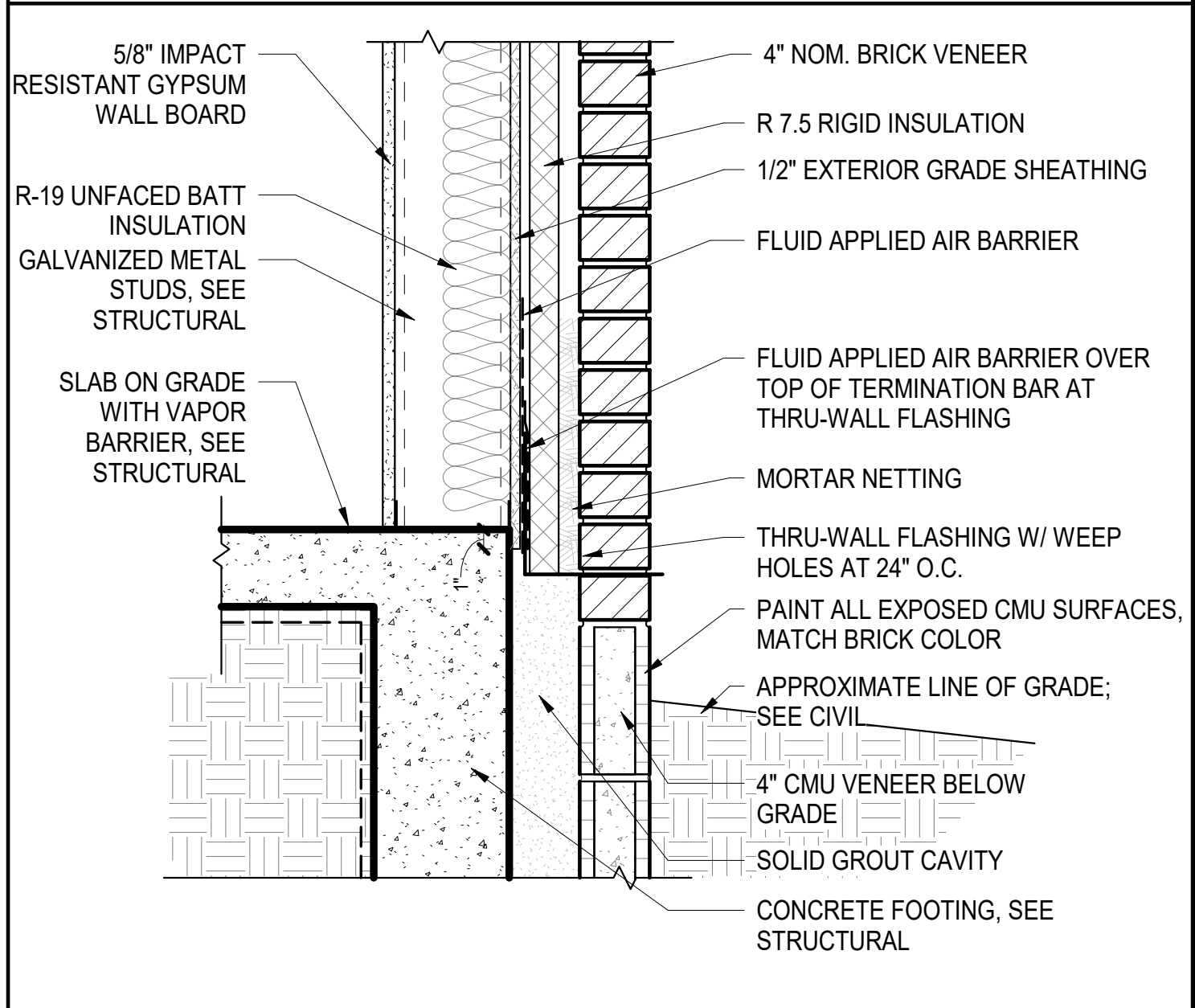
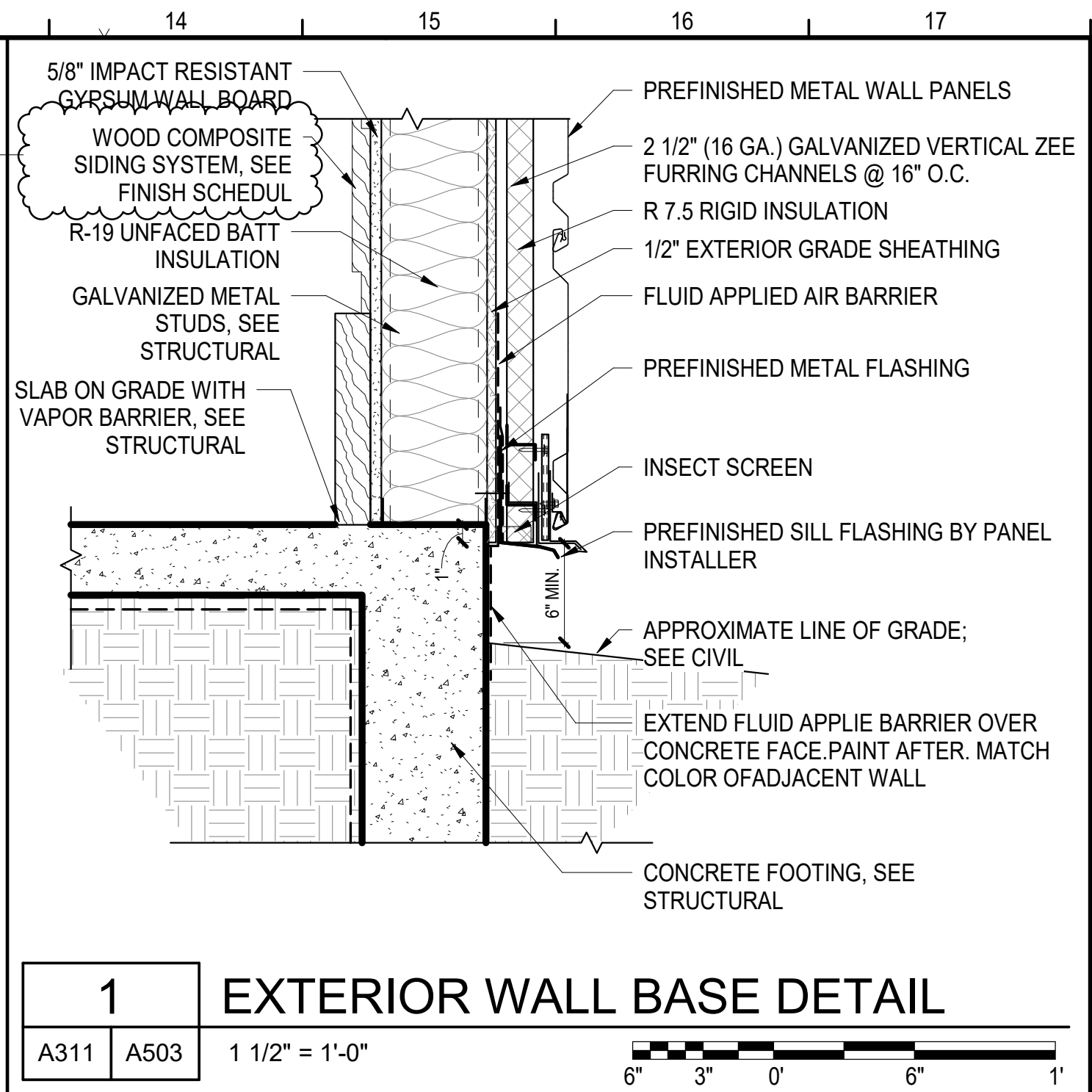
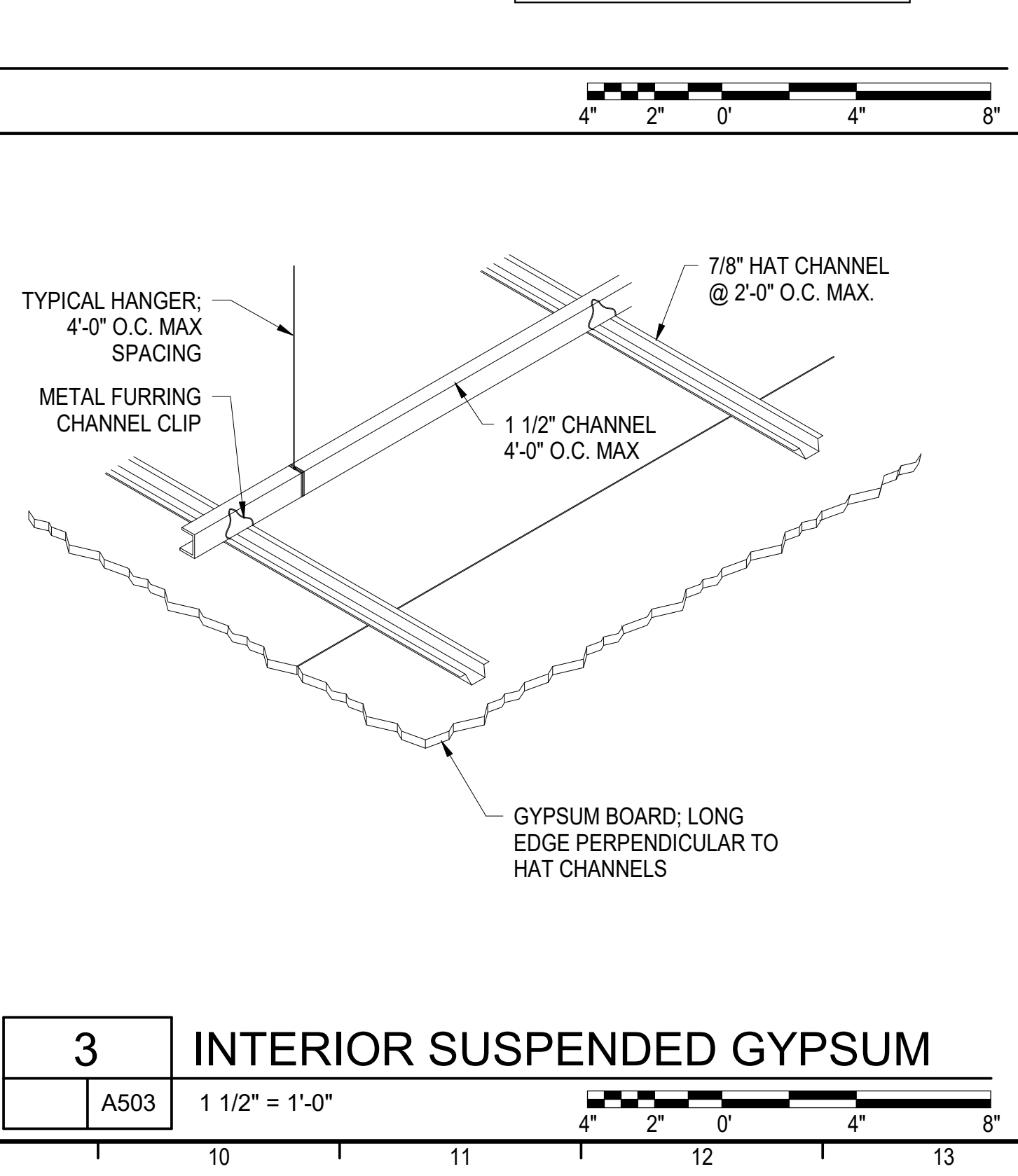
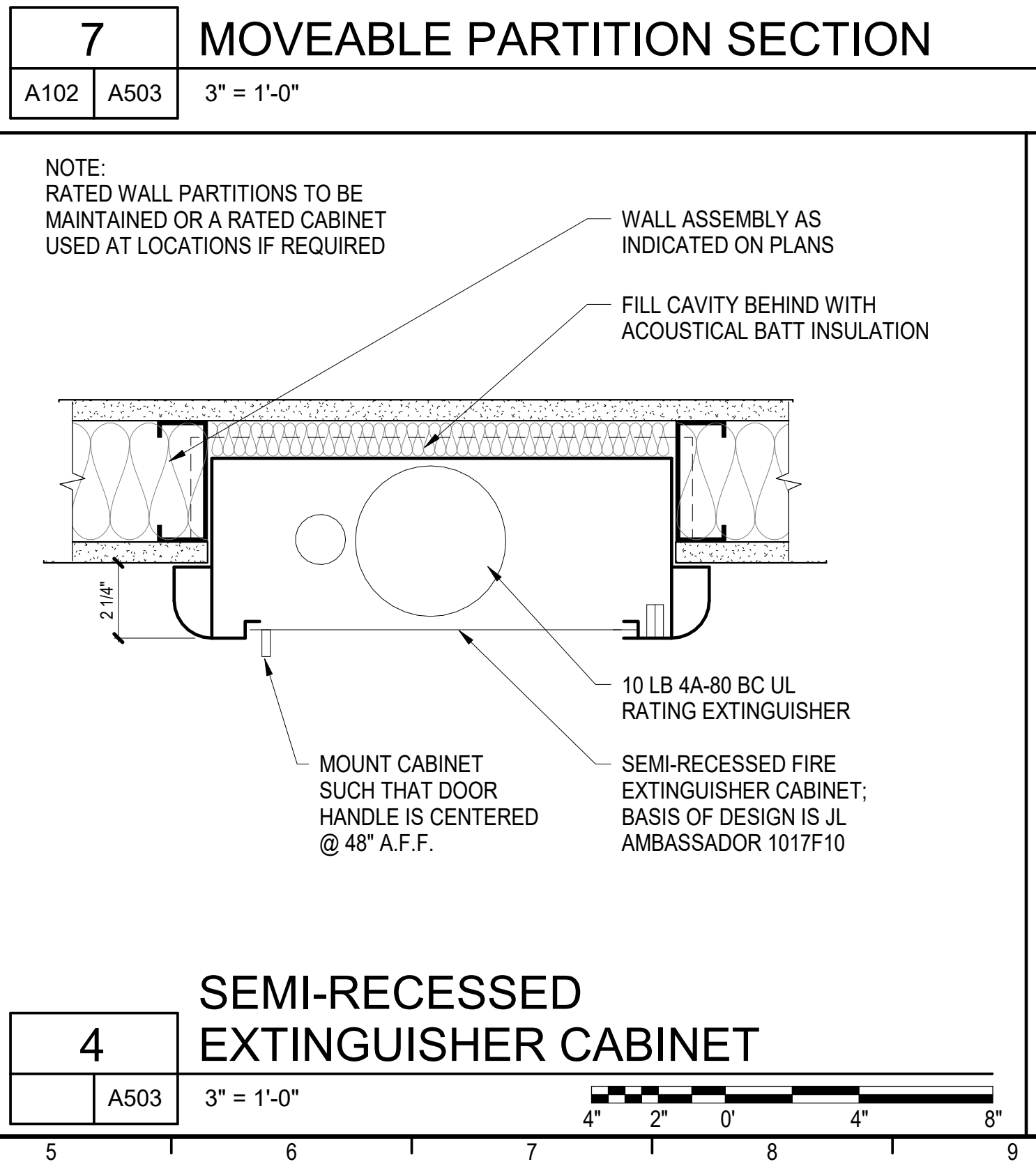
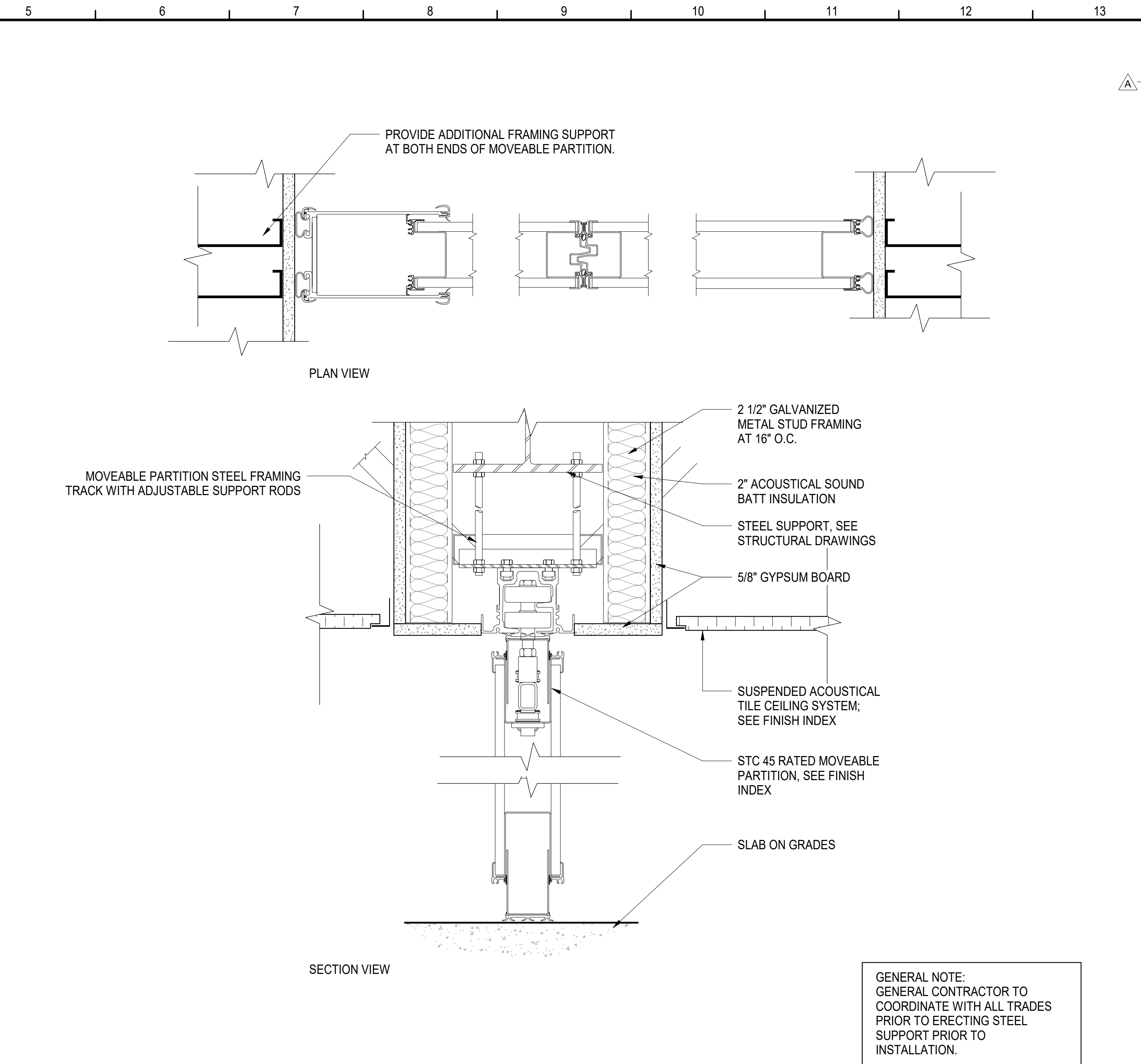
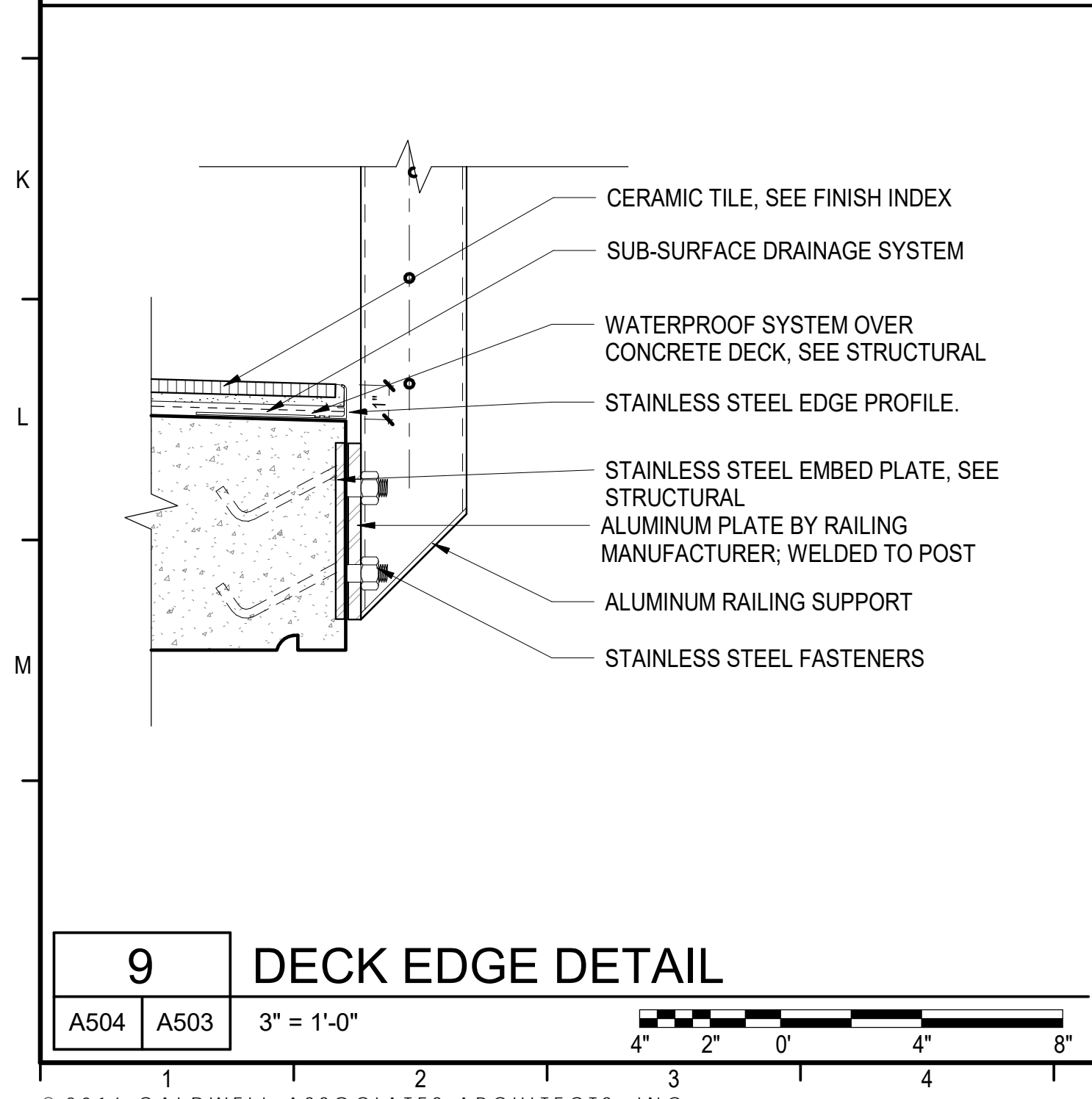
SHEET NUMBER:

A313

PERMIT SET



6 BRICK ROWLOCK TO METAL PANEL
A201 A503 1 1/2" = 1'-0"



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PROJECT NO. : 2416
SHEET TITLE: DETAILS

SHEET NUMBER:

A503

PERMIT SET

DOOR SCHEDULE																	
MARK	DOOR								FRAME				FIRE RATING	HARDWARE	REMARKS		
	SIZE			TYPE	MATERIAL	FINISH	UNDE RCUT	GLAZING	TYPE	FINISH	DETAIL						
	WIDTH	HEIGHT	THICKNESS								HEAD	JAMB				SILL	
101A	6'-0"	8'-0"	1 3/4"	SF	ALUM	AL-1		G3	SF-1	AL-1	-	-	-	-	23	4	
101B	6'-0"	8'-0"	1 3/4"	SF	ALUM	AL-1		G3	SF-1	AL-1	-	-	-	-	23	4	
102	3'-0"	7'-0"	1 3/4"	SF	ALUM	AL-1	-	G3	SF-1	AL-1	-	8/A511	-	-	11		△
103	3'-0"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	6		
104	3'-0"	7'-0"	1 3/4"	FG	SCWD	ST-1	-	G1	HM-1	P-15	7/A511	8/A511	9/A511	-	25		
105	3'-0"	7'-0"	1 3/4"	FG	SCWD	ST-1	-	G1	HM-1	P-15	7/A511	8/A511	9/A511	-	26		
106	3'-0"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	27		
107	3'-0"	7'-0"	1 3/4"	FG	SCWD	ST-1	-	G1	HM-1	P-15	7/A511	8/A511	9/A511	-	14		
108	3'-0"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	29		
109A	3'-0"	7'-0"	1 3/4"	FG	SCWD	ST-1	-	G1	HM-1	P-15	7/A511	8/A511	9/A511	-	28		
109B	3'-0"	7'-0"	1 3/4"	FG	SCWD	ST-1	-	G1	HM-1	P-15	7/A511	8/A511	9/A511	-	28		
110	3'-0"	7'-0"	1 3/4"	FG	SCWD	ST-1	-	G1	HM-1	P-15	7/A511	8/A511	9/A511	-	14		
111	3'-0"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	29		
112A	6'-0"	8'-0"	1 3/4"	SF	ALUM	AL-1	-	G3	SF-1	AL-1	MANUF	MANUF	MANUF	-	23	2,4	
112B	6'-0"	8'-0"	1 3/4"	SF	ALUM	AL-1	-	G3	SF-1	AL-1	MANUF	MANUF	MANUF	-	23	2,4	
113A	3'-0"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	22		
113B	3'-6"	7'-0"	1 3/4"	V	HM	P	-	G2	HM-2	P-15	1/A511	2/A511	3/A511	-	21	3,4	
113C	4'-0"	4'-0"	1"	-	ALUM	FF	-	-	MANUF	FF	4/A511	5/A511	6/A511	-	5	1	
114A	3'-0"	7'-0"	1 3/4"	FG	SCWD	ST-1	-	G1	HM-1	P-15	7/A511	8/A511	9/A511	-	14		
114B	6'-0"	8'-0"	1 3/4"	FG (x2)	ALUM	AL-1	-	G1	SF-1	AL-1	7/A511	8/A511	9/A511	-	11		
114C	6'-0"	8'-0"	1 3/4"	FG (x2)	ALUM	AL-1	-	G1	SF-1	AL-1	7/A511	8/A511	9/A511	-	11		
114D	6'-0"	8'-0"	1 3/4"	SF	ALUM	AL-1	-	G3	SF-1	AL-1	MANUF	MANUF	MANUF	-	10	2	
114E	6'-0"	8'-0"	1 3/4"	SF	ALUM	AL-1	-	G3	SF-1	AL-1	MANUF	MANUF	MANUF	-	10	2	
114F	6'-0"	8'-0"	1 3/4"	FG (x2)	SCWD	ST-1	-	G1	HM-1	P-15	7/A511	8/A511	9/A511	-	16		
114H	3'-0"	7'-0"	1 3/4"	F										-			
115A	6'-0"	7'-0"	1 3/4"	F (x2)	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	13		
115B	6'-0"	7'-0"	1 3/4"	F (x2)	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	13		
115C	6'-0"	7'-0"	1 3/4"	F (x2)	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	13		
116	3'-0"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	20		
117	2'-6"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	6		
118	2'-6"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	6		
119	3'-0"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	20		
120	3'-0"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	15		
122	3'-0"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	12		
123	6'-0"	7'-0"	1 3/4"	F (x2)	HM	P	-	-	HM-2	P-15	1/A511	2/A511	3/A511	-	19	3,4	
124	3'-0"	7'-0"	1 3/4"	F	HM	P	-	-	HM-2	P-15	1/A511	2/A511	3/A511	-	18	3,4	
125	3'-0"	7'-0"	1 3/4"	F	SCWD	ST-1	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	17		
127A	3'-0"	7'-2"	1 3/4"	FG	ALUM	AL-1	-	G3	SF-1	AL-1	1/A511	2/A511	3/A511	-	2	4	
127B	10'-0"	10'-0"	2"	OHCD	STL	FF	-	-	MANUF	FF	4/A512	5/A512	6/A512	-	5		
127C	3'-0"	7'-2"	1 3/4"	FG	ALUM	AL-1	-	G3	SF-1	AL-1	1/A511	2/A511	3/A511	-	2	4	
128	3'-0"	7'-0"	1 3/4"	F	HM	P	-	-	HM-1	P-15	7/A511	8/A511	9/A511	45 MIN.	8		
128B	3'-0"	7'-2"	1 3/4"	FG	ALUM	AL-1	-	G3	SF-1	AL-1	1/A511	2/A511	3/A511	-	1		
129	3'-0"	7'-0"	1 3/4"	F	HM	P	-	-	HM-2	P-15	1/A511	2/A511	3/A511	-	4	3,4	
130	3'-0"	7'-0"	1 3/4"	F	HM	P	-	-	HM-2	P-15	1/A511	2/A511	3/A511	-	4	3,4	
131A	3'-0"	7'-0"	1 3/4"	F	HM	P	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	7		
131B	2'-6"	7'-0"	1 3/4"	F	HM	P	-	-	HM-1	P-15	7/A511	8/A511	9/A511	-	6		
132	3'-0"	7'-0"	1 3/4"	F	IN ST	P	-	-	HM-2	P-15	1/A511	2/A511	3/A511	-	3	3,4	
138	10'-0"	12'-0"	1 3/4"	OHSD	ALUM	FF	-	G5	MANUF	FF	1/A512	2/A512	3/A512	-	5	5	
139	10'-0"	12'-0"	1 3/4"	OHSD	ALUM	FF	-	G5	MANUF	FF	1/A512	2/A512	3/A512	-	5	5	
140	10'-0"	12'-0"	1 3/4"	OHSD	ALUM	FF	-	G5	MANUF	FF	1/A512	2/A512	3/A512	-	5	5	
C102	3'-0"	8'-0"	1 3/4"	SF	ALUM	AL-1	-	G3	SF-1	AL-1	MANUF	MANUF	MANUF	-	9	2,4	

ABBREVIATIONS

ALUM	ALUMINUM
F	FLUSH
FF	FACTORY FINISH
FG	FULL GLASS
HG	HALF GLASS
HM	HOLLOW METAL
IN ST	INSULATED STEEL
L	LOUVER
MANUF	MANUFACTURER PROVIDED FRAME/ MANUFACTURER DETERMINED DETAIL
NV	NARROW VIEW
OHCD	OVER HEAD COILING DOOR
OHCG	OVER HEAD COILING GRILLE
OHSD	OVER HEAD SECTIONAL DOOR
PLAM	PLASTIC LAMINATE
P	PAINT - T.B.D.
SCWD	SOLID CORE WOOD DOOR
SF	STOREFRONT

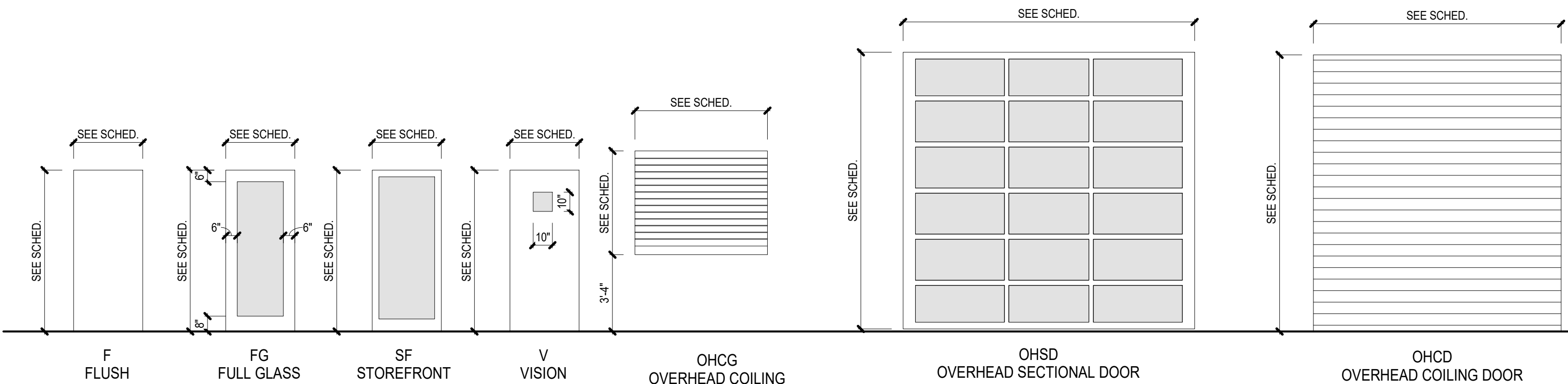
GLAZING INDEX

G1	1/4" TEMPERED GLAZING PER FBC 2406, CLEAR
G2	9/16" LAMINATED GLAZING, LARGE MISSLE IMPACT-RESISTANT, TEMPERED PER FBC 2406; TINTED REFLECTIVE COATED
G3	1 5/16" INSULATED GLAZING, LARGE MISSLE IMPACT-RESISTANT, TEMPERED PER FBC 2406; TINTED REFLECTIVE COATED, LOW-E
G4	1 5/16" INSULATED GLAZING, LARGE MISSLE IMPACT-RESISTANT, PLATE GLASS; TINTED REFLECTIVE COATED, LOW-E
G5	MANUFACTURES STANDARD GLAZING, CLEAR

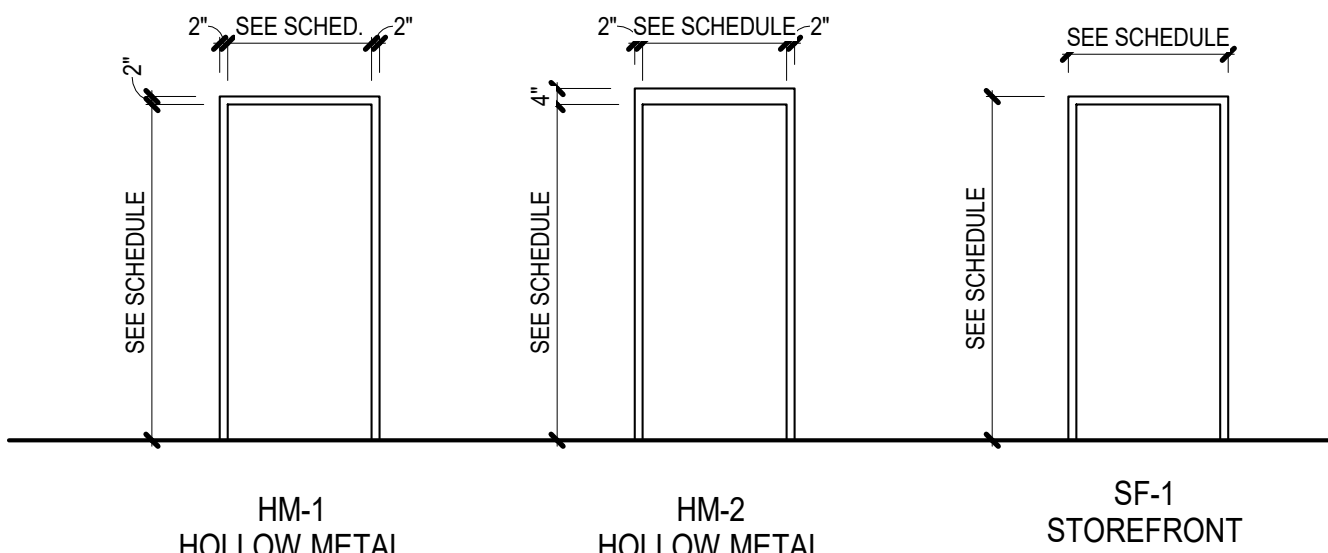
REMARKS

1. BASIS OF DESIGN IS PUSH UP OPERATED COUNTER COILING DOOR, STAINLESS STEEL, LOCKABLE.
2. SEE WINDOW TYPES FOR FRAME TYPE INFORMATION
3. ALL EXTERIOR DOORS AND DOOR FRAMES TO BE RATED EXTRA HEAVY DUTY
4. EXTERIOR DOORS TO HAVE ACCESS CONTROL HARDWARE AS SPECIFIED, TO BE COORDINATED WITH ODOI CARD READER DEVICES. ALL ROUGH-INS ARE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. REFER TO ELECTRICAL DRAWINGS.
5. SUBMIT FLORIDA PRODUCT APPROVAL TO MEET IMPACT RATING AND GLAZING REQUIREMENTS PER THE FLORIDA BUILDING CODE.

DOOR TYPES



FRAME TYPES



GENERAL NOTES

1. CONTRACTOR SHALL PERFORM A PREINSTALLATION MEETING TO VERIFY THAT ALL TRADES HAVE BEEN COORDINATED FOR ACCESS CONTROL DEVICES AND HARDWARE INSTALLATION
2. CONTRACTOR SHALL SUBMIT FLORIDA PRODUCT APPROVAL INFORMATION WITH ALL SUBMITTALS.
3. DOOR AND WINDOWS SHALL BE INSTALLED PER FLORIDA PRODUCT APPROVED FASTENERS AND MANUFACTURER'S INSTRUCTIONS TO MEET THE DESIGN WIND PRESSURES.
4. REFER TO STRUTURAL DRAWINGS FOR ADDITIONAL INFORMATION FOR WIND PRESSURES.
5. CONTRACTOR SHALL FIELD DIMENSIONS ALL FINAL ERECTED OPENING PRIOR TO PURCHASE OF ALL STOREFRONT AND CURTAIN WALLS SYSTEMS
6. EXTERIOR HOLLOW METAL DOORS AND FRAMES SHALL BE GALVANIZED AND DOOR FULLY INSULATED AS SPECIFIED.



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PROJECT ISSUES:

SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18

PROJECT TEAM:

- CIVIL
Kenneth Horne & Associates, Inc.
- STRUCTURAL
Joe DeReuil Associates, LLC
- ARCHITECTURAL / INTERIOR DESIGN
Caldwell Associates
- FIRE PROTECTION
H.M. Yonge & Associates
- PLUMBING/FIRE PROTECTION
H.M. Yonge & Associates
- MECHANICAL
H.M. Yonge & Associates
- ELECTRICAL/FIRE ALARM
Klocke & Associates
- TELECOMMUNICATION/SECURITY
Klocke & Associates
- AUDIO-VISUAL
Walshall & Associates
- FOOD SERVICES
Camacho Foodservice Design

PROJECT:

**BAYVIEW COMMUNITY
RESOURCE CENTER**



**2001 E. LLOYD ST
PENSACOLA, FLORIDA
32503**

ARCHITECT'S SEAL

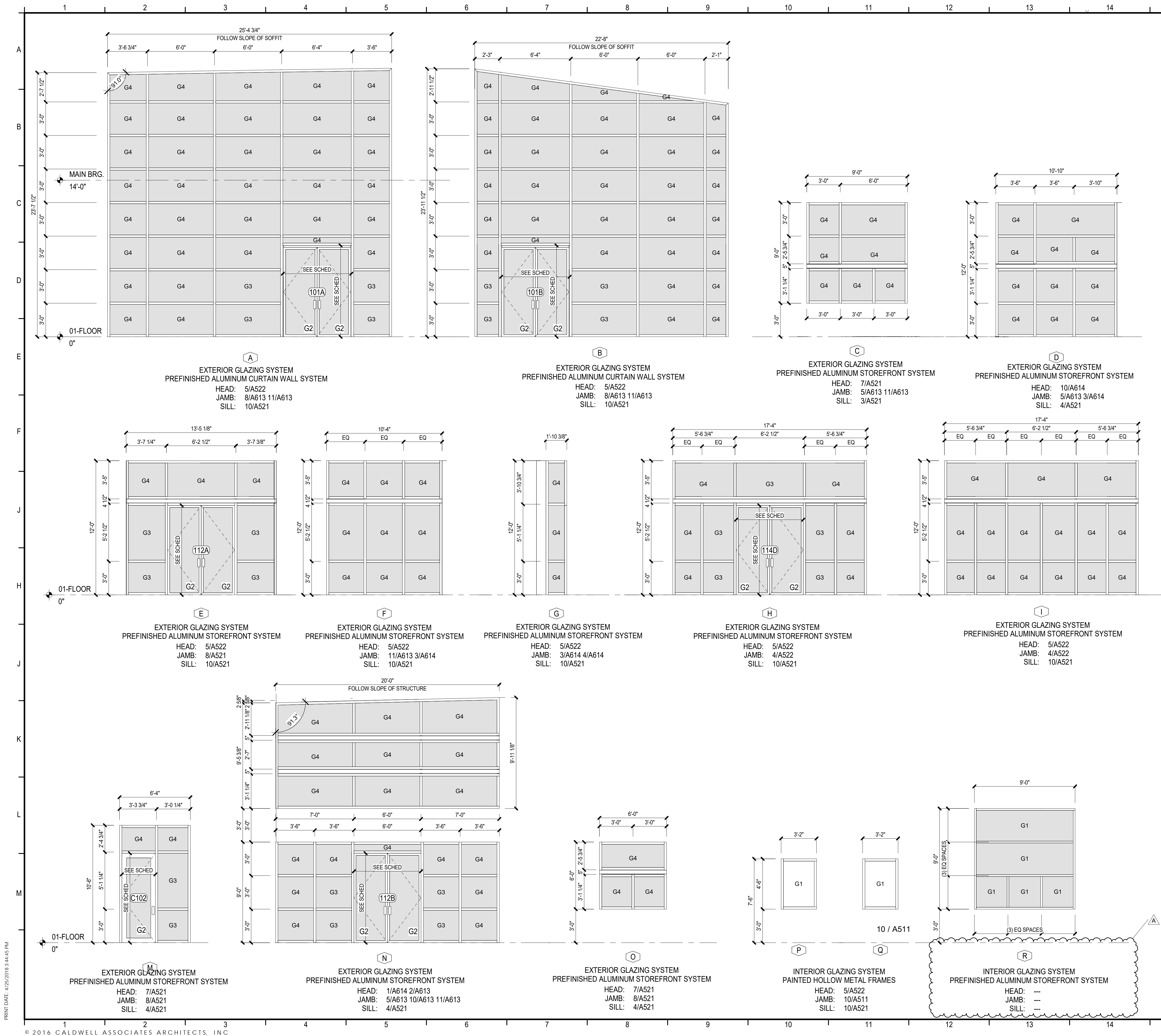
H. MILLER CALDWELL, JR
AR 7462

PROJECT NO. : 2416
SHEET TITLE:
DOOR SCHEDULE

SHEET NUMBER:

A601

PERMIT SET



GLAZING INDEX

G1	1/4" TEMPERED GLAZING PER FBC 2406, CLEAR
G2	9/16" LAMINATED GLAZING, LARGE MISSLE IMPACT-RESISTANT, TEMPERED PER FBC 2406; TINTED REFLECTIVE COATED
G3	1 5/16" INSULATED GLAZING, LARGE MISSLE IMPACT-RESISTANT, TEMPERED PER FBC 2406; TINTED REFLECTIVE COATED, LOW-E
G4	1 5/16" INSULATED GLAZING, LARGE MISSLE IMPACT-RESISTANT, PLATE GLASS; TINTED REFLECTIVE COATED, LOW-E
G5	MANUFACTURES STANDARD GLAZING, CLEAR

CALDWELL ASSOCIATES | ARCHITECTS

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PROJECT ISSUES:	
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DESIGN DEVELOPMENT	10/13/17
50% SUBMITTAL	12/22/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18

ADDENDUM A 4/25/2018

GENERAL NOTES

- ALL STOREFRONT SYSTEMS SHALL MEET FBC CHAPTER 24.
- PROVIDE FLORIDA PRODUCT APPROVAL NUMBERS WITH ALL SUBMITTALS.
- STOREFRONT AND CURTAIN WALL COLOR FINISH: ANODIZED ALUMINUM
- BASIS OF DESIGN NOTE:
 - ALL EXTERIOR STOREFRONT SYSTEM.
 - BASIS OF DESIGN: KAWNEER IR501T
 - ALL EXTERIOR CURTAIN WALL SYSTEMS.
 - BASIS OF DESIGN: KAWNEER 1600
 - ALL INTERIOR GLAZING SYSTEMS TO BE HOLLOW METAL.
- REFER TO INDEX OF FINISHES FOR ALL FINISHES

PROJECT TEAM:
CIVIL Kenneth Horne & Associates, Inc.
STRUCTURAL Joe DeReuil Associates, LLC
ARCHITECTURAL / INTERIOR DESIGN Caldwell Associates
FIRE PROTECTION H.M. Yonge & Associates
PLUMBING/FIRE PROTECTION H.M. Yonge & Associates
MECHANICAL H.M. Yonge & Associates
ELECTRICAL/FIRE ALARM Klocke & Associates
TELECOMMUNICATION/SECURITY Klocke & Associates
AUDIO-VISUAL Walthall & Associates
FOOD SERVICES Camacho Foodservice Design

PROJECT:
BAYVIEW COMMUNITY RESOURCE CENTER

The City of
PENSACOLA

**2001 E. LLOYD ST
PENSACOLA, FLORIDA
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ARCHITECT'S SEAL

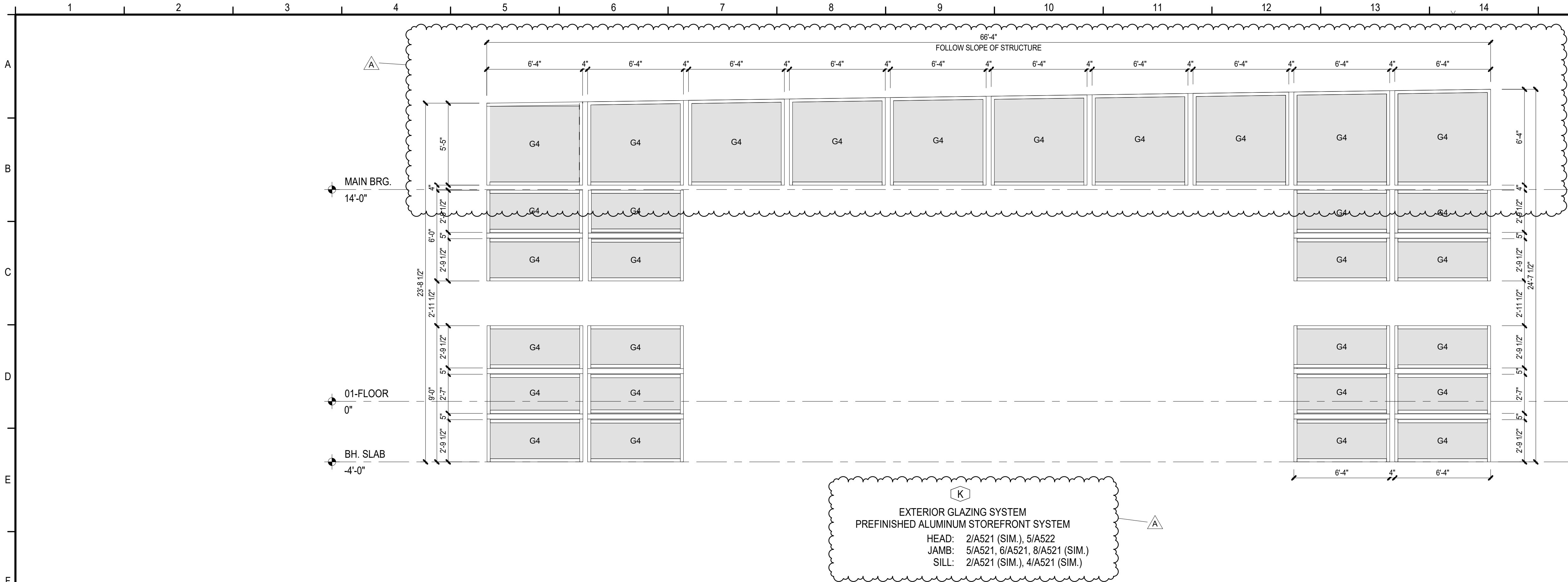
H. MILLER CALDWELL, JR
AR 7462

PROJECT NO. : 2416
SHEET TITLE:
STOREFRONT ELEVATIONS

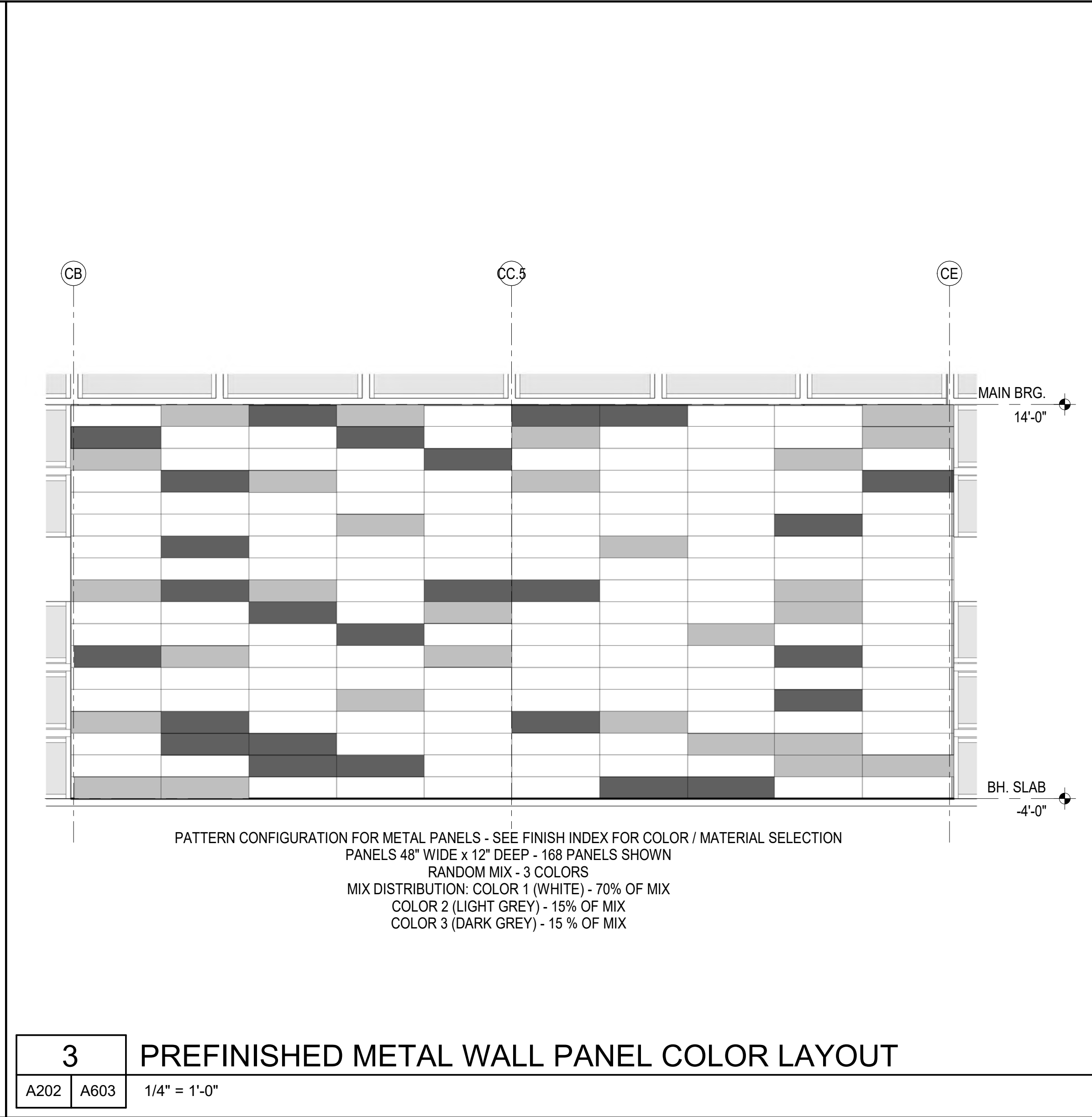
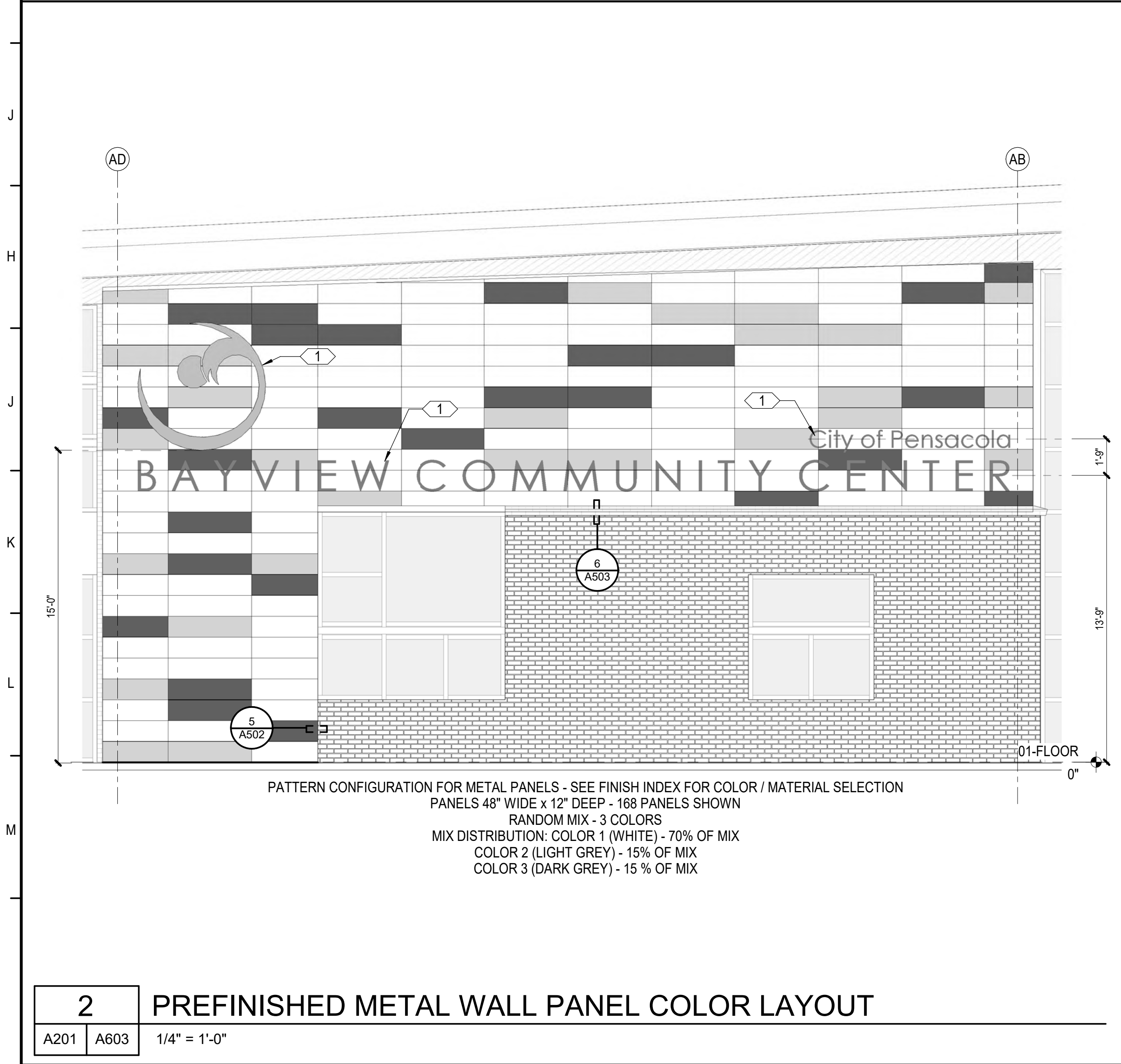
SHEET NUMBER:

A602

PERMIT SET



PROJECT TEAM:	
CIVIL	Kenneth Horne & Associates, Inc.
STRUCTURAL	Joe DeReuil Associates, LLC
ARCHITECTURAL / INTERIOR DESIGN	Caldwell Associates
FIRE PROTECTION	H.M. Yonge & Associates
PLUMBING/FIRE PROTECTION	H.M. Yonge & Associates
MECHANICAL	H.M. Yonge & Associates
ELECTRICAL/FIRE ALARM	Klocke & Associates
TELECOMMUNICATION/SECURITY	Klocke & Associates
AUDIO-VISUAL	Walshall & Associates
FOOD SERVICES	Camacho Foodservice Design



GENERAL NOTES	
1. ALL STOREFRONT SYSTEMS SHALL MEET FBC CHAPTER 24. 2. PROVIDE FLORIDA PRODUCT APPROVAL NUMBERS WITH ALL SUBMITTALS. 3. STOREFRONT AND CURTAIN WALL COLOR FINISH: ANODIZED ALUMINUM 4. BASIS OF DESIGN NOTE: A. ALL EXTERIOR STOREFRONT SYSTEM. a. BASIS OF DESIGN: KAWNEER IR501T B. ALL EXTERIOR CURTAIN WALL SYSTEMS. a. BASIS OF DESIGN: KAWNEER 1600 C. ALL INTERIOR GLAZING SYSTEMS TO BE HOLLOW METAL. 5. REFER TO INDEX OF FINISHES FOR ALL FINISHES	
KEYNOTES	
1 18" TALL, CENTURY GOTHIC FONT, BACK-LIT 3-DIMENSIONAL CAST ALUMINUM LETTERING; ATTACHMENT PER MANUFACTURER RECOMMENDATIONS. SUBMIT COLOR SELECTION TO ARCHITECT.	

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PROJECT ISSUES:

SCHEMATIC DESIGN 07/13/17

DESIGN DEVELOPMENT 10/13/17

50% SUBMITTAL 12/22/17

90% SUBMITTAL 02/28/18

PERMIT SET 03/20/18

PROJECT TEAM:

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H.M. Yonge & Associates

PLUMBING/FIRE PROTECTION
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AUDIO-VISUAL
Walshall & Associates

FOOD SERVICES
Camacho Foodservice Design

PROJECT:

BAYVIEW COMMUNITY RESOURCE CENTER

The City of PENSACOLA

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ARCHITECT'S SEAL

H. MILLER CALDWELL, JR
AR 7462

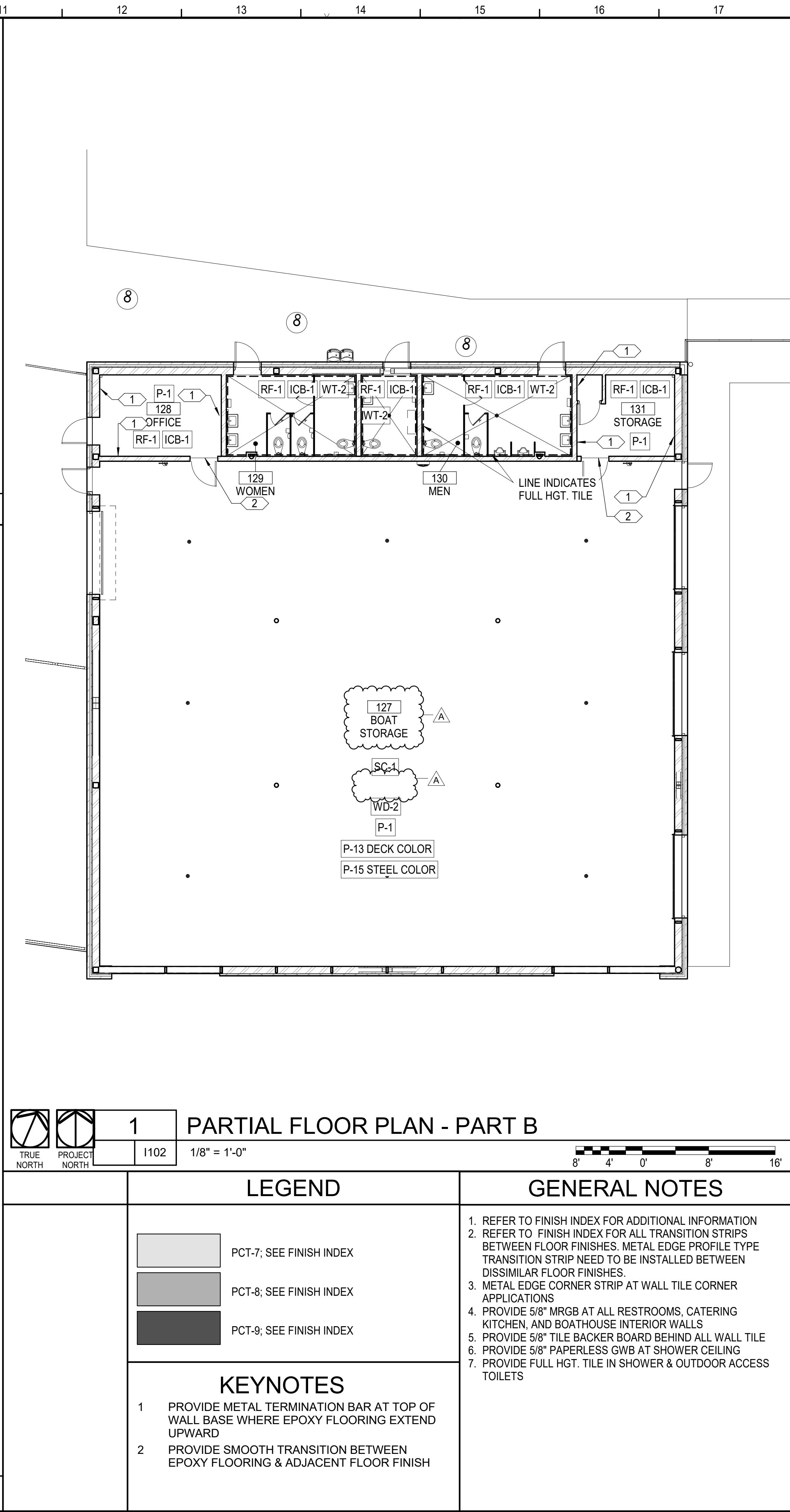
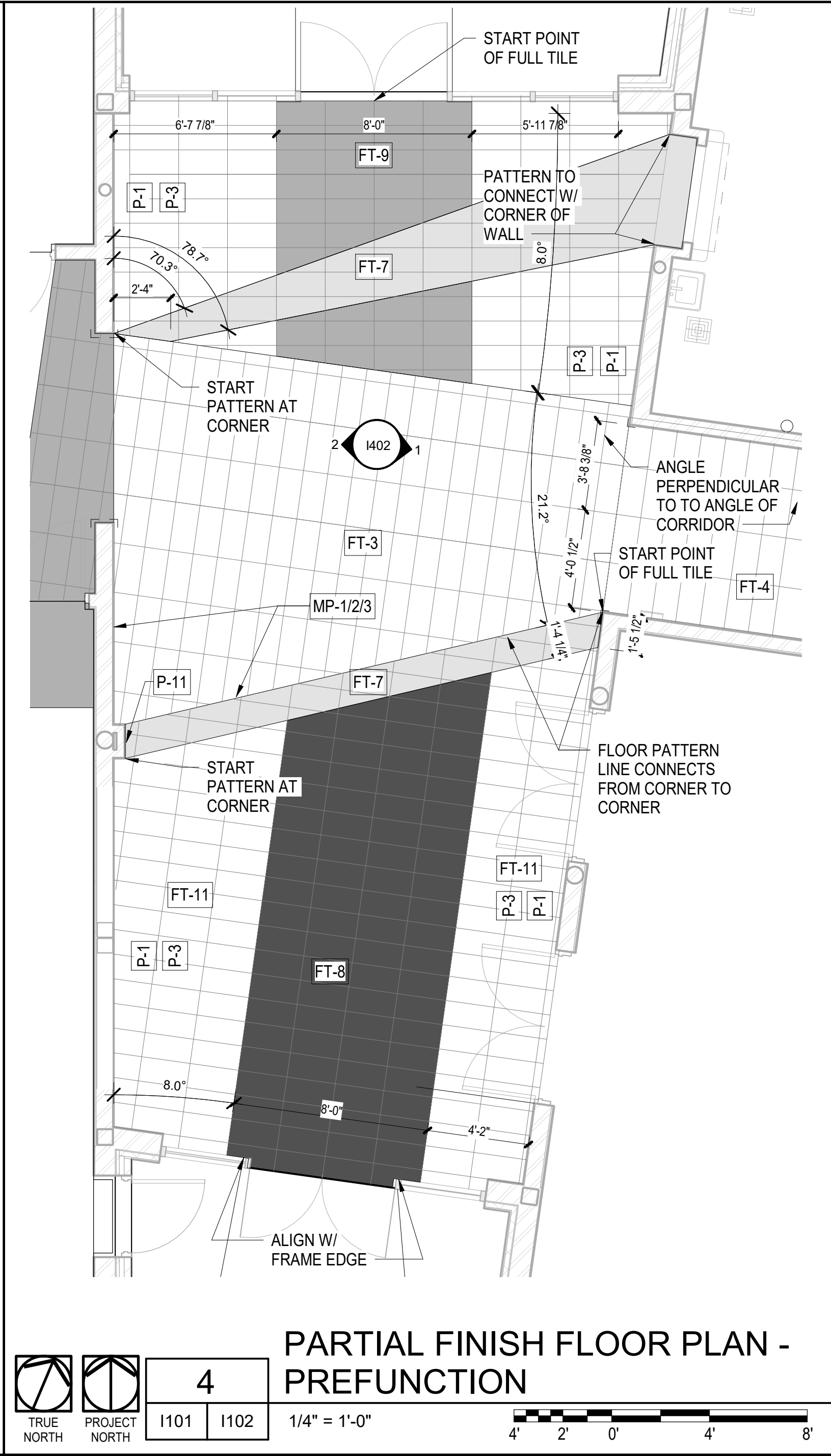
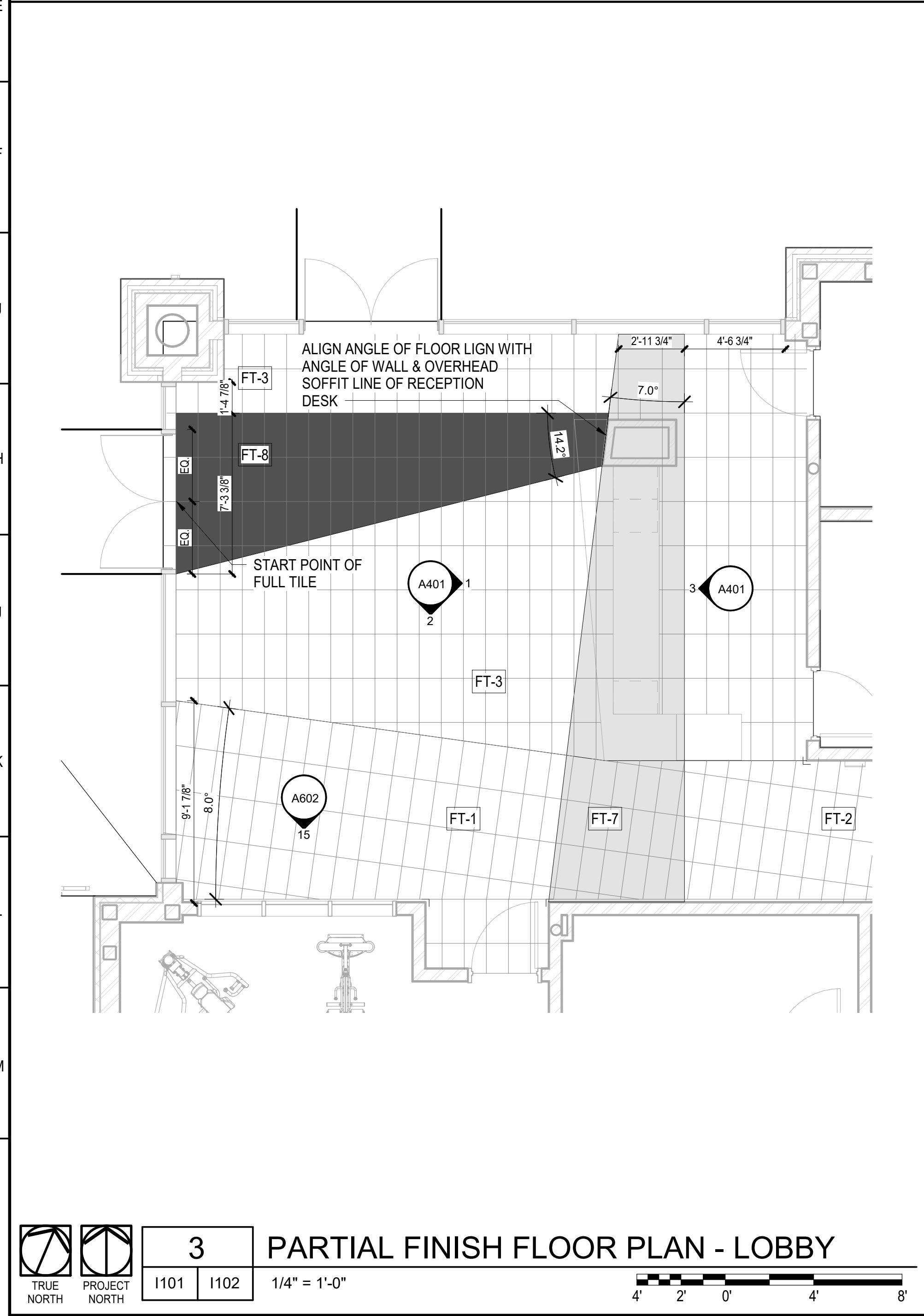
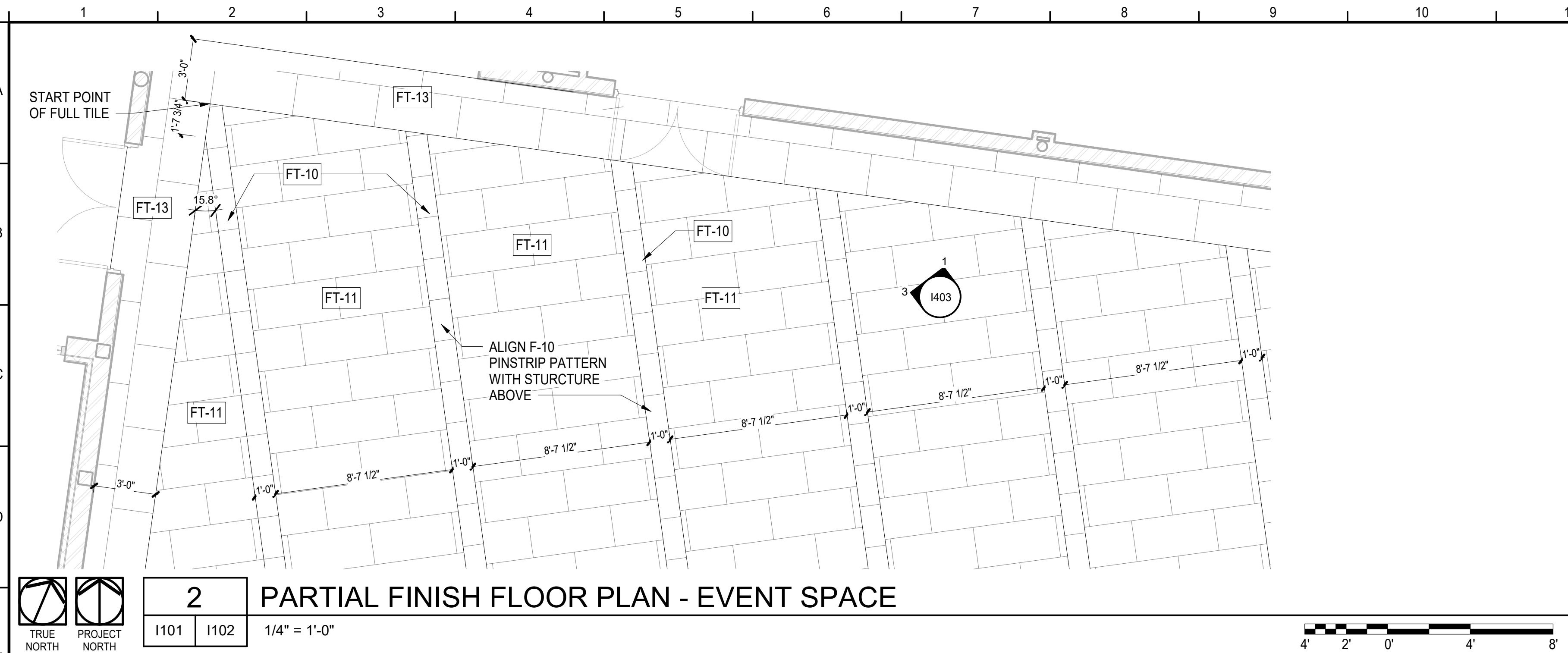
PROJECT NO. : 2416

SHEET TITLE:
STOREFRONT ELEVATIONS

SHEET NUMBER:

A603

PERMIT SET



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PROJECT ISSUES:

SCHEMATIC DESIGN 07/13/17

DESIGN DEVELOPMENT 10/13/17

50% SUBMITTAL 12/22/17

90% SUBMITTAL 02/28/18

PERMIT SET 03/20/18

ADDENDUM A 4/25/2018

PROJECT TEAM:

CIVIL
Kenneth Horne & Associates, Inc.

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Caldwell Associates

FIRE PROTECTION
H.M. Yonge & Associates

PLUMBING/FIRE PROTECTION
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ELECTRICAL/FIRE ALARM
Klocke & Associates

TELECOMMUNICATION/SECURITY
Klocke & Associates

AUDIO-VISUAL
Walthall & Associates

FOOD SERVICES
Camacho Foodservice Design

PROJECT:

BAYVIEW COMMUNITY RESOURCE CENTER

The City of PENSACOLA

2001 E. LLOYD ST
PENSACOLA, FLORIDA 32503

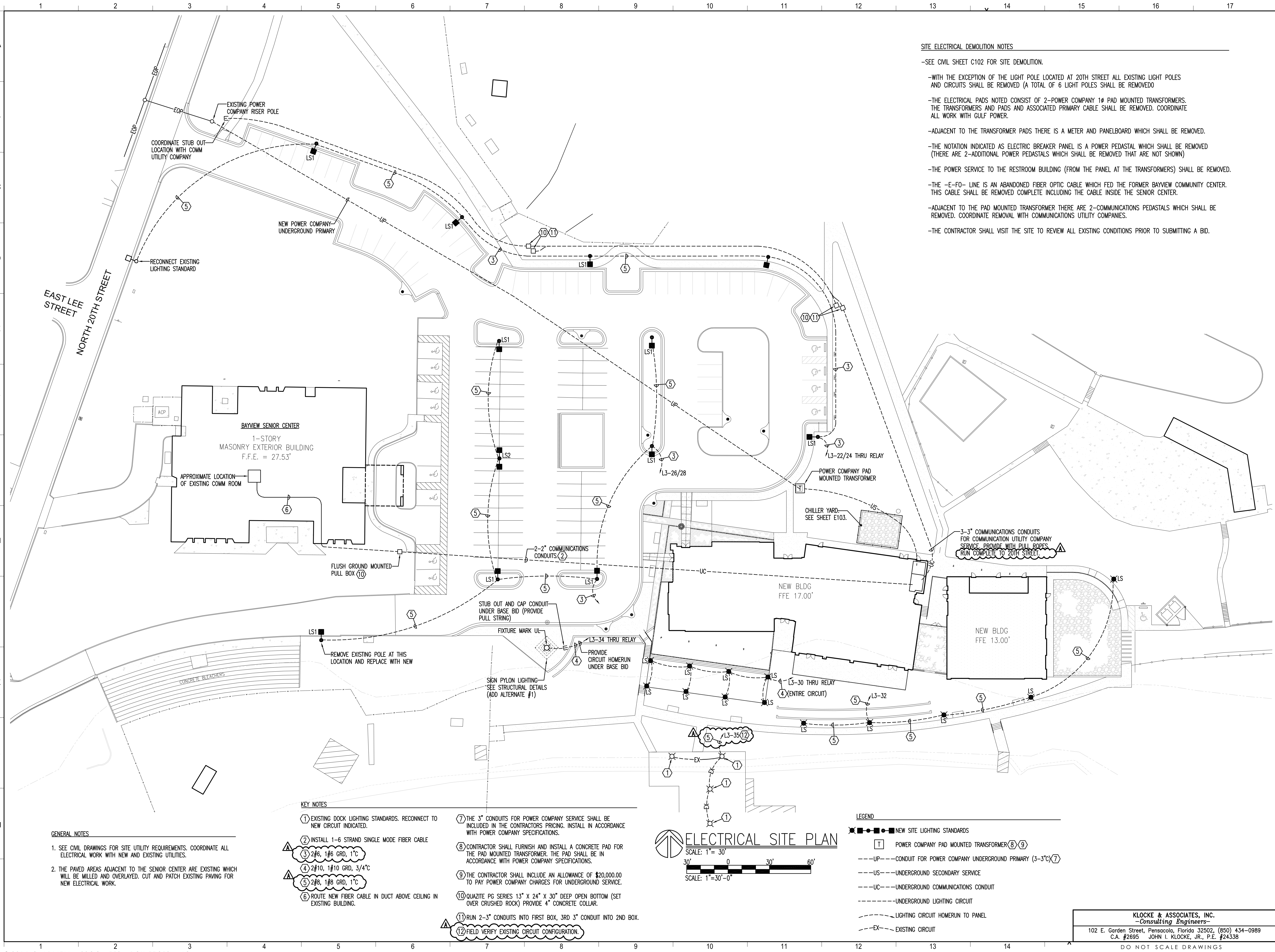
ARCHITECT'S SEAL

H. MILLER CALDWELL, JR
AR 7462

PROJECT NO. : 2416
SHEET TITLE: FINISH PLAN

SHEET NUMBER:
1102

PERMIT SET



SITE ELECTRICAL DEMOLITION NOTES

-SEE CIVIL SHEET C102 FOR SITE DEMOLITION.

-WITH THE EXCEPTION OF THE LIGHT POLE LOCATED AT 20TH STREET ALL EXISTING LIGHT POLES AND CIRCUITS SHALL BE REMOVED (A TOTAL OF 6 LIGHT POLES SHALL BE REMOVED)

-THE ELECTRICAL PADS NOTED CONSIST OF 2-POWER COMPANY 1Ø PAD MOUNTED TRANSFORMERS. THE TRANSFORMERS AND PADS AND ASSOCIATED PRIMARY CABLE SHALL BE REMOVED. COORDINATE ALL WORK WITH GULF POWER.

-ADJACENT TO THE TRANSFORMER PADS THERE IS A METER AND PANELBOARD WHICH SHALL BE REMOVED.

-THE NOTATION INDICATED AS ELECTRIC BREAKER PANEL IS A POWER PEDASTAL WHICH SHALL BE REMOVED (THERE ARE 2-ADDITIONAL POWER PEDASTALS WHICH SHALL BE REMOVED THAT ARE NOT SHOWN)

-THE POWER SERVICE TO THE RESTROOM BUILDING (FROM THE PANEL AT THE TRANSFORMERS) SHALL BE REMOVED.

-THE -E-FO- LINE IS AN ABANDONED FIBER OPTIC CABLE WHICH FED THE FORMER BAYVIEW COMMUNITY CENTER. THIS CABLE SHALL BE REMOVED COMPLETE INCLUDING THE CABLE INSIDE THE SENIOR CENTER.

-ADJACENT TO THE PAD MOUNTED TRANSFORMER THERE ARE 2-COMMUNICATIONS PEDASTALS WHICH SHALL BE REMOVED. COORDINATE REMOVAL WITH COMMUNICATIONS UTILITY COMPANIES.

-THE CONTRACTOR SHALL VISIT THE SITE TO REVIEW ALL EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.

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PROJECT ISSUES:

SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18
ADDENDUM A	04/25/18

PROJECT TEAM:

CIVIL	Kenneth Horne & Associates, Inc.
STRUCTURAL	Joe DeReuil Associates, LLC
ARCHITECTURAL	Caldwell Associates
FIRE PROTECTION	H.M. Yonge & Associates
PLUMBING	H.M. Yonge & Associates
MECHANICAL	H.M. Yonge & Associates
ELECTRICAL	Klocke & Associates
TELECOMMUNICATION	Klocke & Associates
AUDIO-VISUAL	Walshall & Associates

PROJECT:

BAYVIEW COMMUNITY CENTER

The City of
PENSACOLA

**2000 E. LLOYD ST
PENSACOLA, FLORIDA
32503**

PROJECT NO. : 2416
SHEET TITLE:
ELECTRICAL SITE PLAN

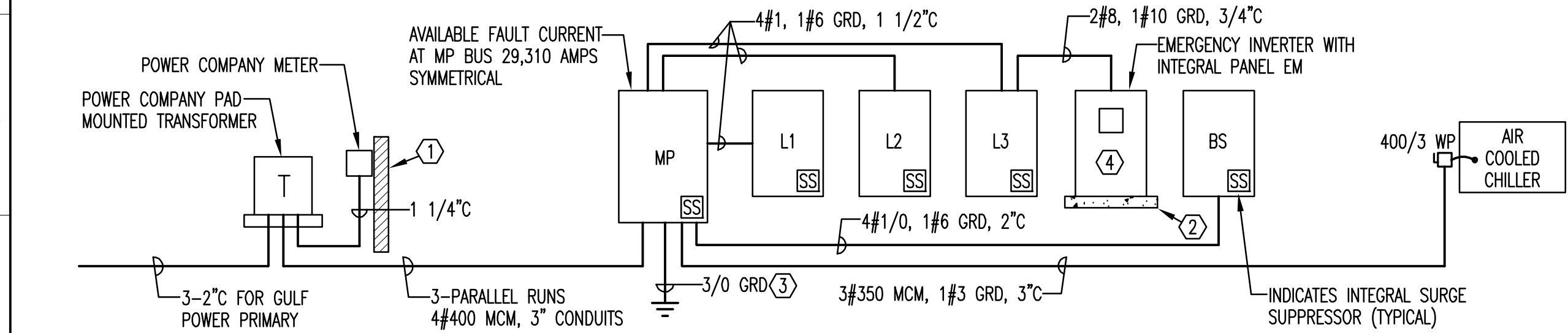
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PERMIT SET

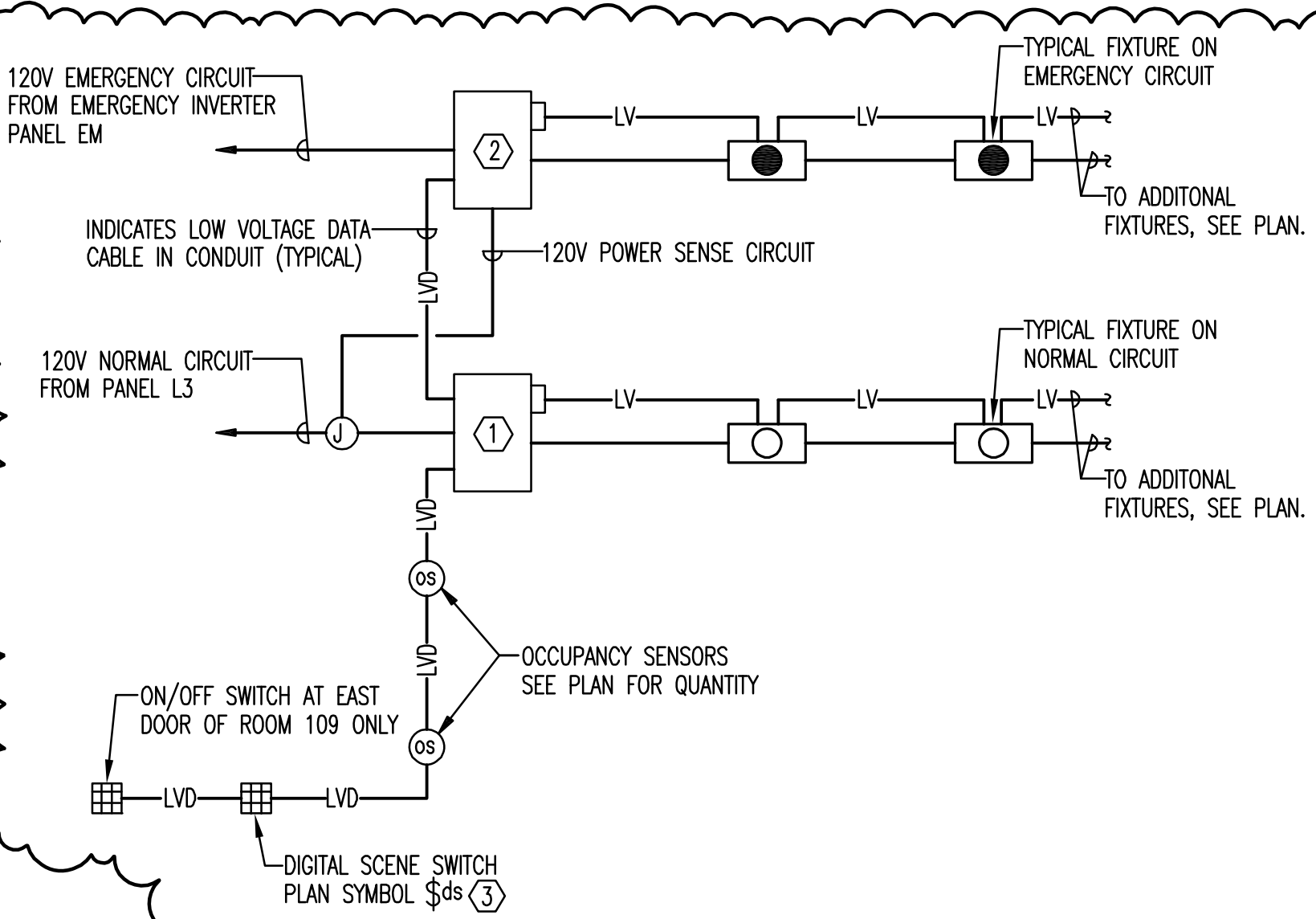
MARK	MANUFACTURER AND CATALOG No.	SOURCE LUMEN PACKAGE	MOUNTING	REMARKS
L22	LITHONIA 2VTL2-40L-ADP-MVOLT-EZB-LP835	LED 4000 LUMENS 35 WATTS	RECESSED	
L22A	LITHONIA 2TL2-20L-A12-WZ1-LP835	LED 2000 LUMENS 18 WATTS	RECESSED	
L24	LITHONIA 2VTL4-48L-ADP-EZ1-LP835	LED 4800 LUMENS 39 WATTS	RECESSED	
L24A	LITHONIA 2TL4-40L-FW-A12-MVOLT-EZ1-LP840	LED 4000 LUMENS 32 WATTS	RECESSED	
L24AE	LITHONIA 2TL4-40L-FW-A12-MVOLT-EZ1-LP840-EL14L	LED 4800 LUMENS	RECESSED	
LT14	LITHONIA TL4-30L-FW-A19-EZ1-LP835-DGA14	LED 3000 LUMENS 30 WATTS	RECESSED	
LT14E	LITHONIA TL4-30L-FW-A19-EZ1-LP835-DGA14-EL14L	LED 3000 LUMENS 30 WATTS	RECESSED	
LI	LITHONIA ZL2N-L46-3000LM-MDD-MVOLT-40K-BOCRI-WH	LED 3000 LUMENS 42 WATTS	PENDANT	
SH	GOZHAN EVO-35-25-6-DFR-MVOLT-EZ10	LED 2500 LUMENS	RECESSED	
L14	PRUDENTIAL BIO-STD-LED35-50-4'-CC-SAL-D1-SC-UNV-DMO1-PRUBIN	LED 3600 LUMENS 40 WATTS	RECESSED	
LGF	PRUDENTIAL B10-STD-LED35-4'-TMW-SAL-D1-SC-UNV-X7BF-DM10	LED 3000 LUMENS 40 WATTS	RECESSED	
LG	JLC TECH TBSL-MW-4-15-D-U-W PROVIDE WITH TBSL-DIM-UNV POWER SUPPLIES (QUANTITY AS REQUIRED)	LED	TBAR	
FP12	PRUDENTIAL BIO-LIN-LED35-MO-LO-12-TMW-SAL-D1-CW-DC-UNV-CA48-X3-DMOI-PRUBIN	LED 1175 LUMENS PER FT./138 WATTS	PENDANT	
FP16	PRUDENTIAL BIO-LIN-LED35-MO-LO-16-TMW-SAL-D1-CW-DC-UNV-CA48-X3-DMOI-PRUBIN	LED 1175 LUMENS PER FT./184 WATTS	PENDANT	
FP24	PRUDENTIAL BIO-LIN-LED35-MO-LO-24-TMW-SAL-D1-CW-DC-UNV-CA48-X3-DMOI-PRUBIN	LED 1175 LUMENS PER FT./276 WATTS	PENDANT	
FP28	PRUDENTIAL BIO-LIN-LED35-MO-LO-28-TMW-SAL-D1-CW-DC-UNV-CA48-X3-DMOI-PRUBIN	LED 1175 LUMENS PER FT./322 WATTS	PENDANT	
LV	EATON GRV-124-FA-LD4-32-35-P156-EDC1-PAF-SL-DFCL	LED 3200 LUMENS 3500K 24 WATTS	RECESSED (FLANGE)	
LB	WALL MOUNTED VANITY LIGHT TO BE SELECTED ALLOW \$300.00 EACH	-	WALL	
RA	GOZHAN EVO-35-2000-4WR-WD-LD-MVOLT	LED 2000 LUMENS 9.6 WATTS	RECESSED	
RB	GOZHAN ICOSQ-30-4AR-LD-25D-EZ10	LED 3000 LUMENS 39 WATTS	RECESSED	
FX	LITHONIA LV-S-W-1-R-120/277-4X	-	WALL	
FX	LITHONIA LQM-S-W-3-R-120/277-ELN	LED 5 WATTS	WALL OR CEILING AS INDICATED	
BP	LITHONIA WLTUMR	-	WALL	
LS	ARCHITECTURAL AREA LIGHTING K4-T4-7040-WIR-SWUSB-PS414-125-COLOR	LED 7500 LUMENS 64 WATTS	CONCRETE FOUNDATION SEE DETAIL	② ①
LS1	LITHONIA LUMINAIRE(1) DSX1LED-P7-40K-T3M-208-RPA-HS-EGS-FINISH FAO ③	LED 19,000 LUMENS 183 WATTS	CONCRETE FOUNDATION SEE DETAIL	②
LS2	LITHONIA LUMINAIRE(1) DSX1LED-P7-40K-T3M-208-RPA-HS-EGS-FINISH FAO ③	LED 19,000 LUMENS 183 WATTS	CONCRETE FOUNDATION SEE DETAIL	②
UL	HYDREL PDV7-SS-WHT41K-MVOLT-MFL-FLC-345-RG	LED 14 WATTS	FLUSH GROUND MOUNTED PROVIDE CONCRETE COLLAR	

- ① PROVIDE THE SERVICES OF A FACTORY TRAINED TECHNICIAN TO PROGRAM THE WIR FEATURE.
- ② SEE DETAIL ON STRUCTURAL DRAWINGS.
- ③ FIELD ADJUST OUTPUT AS DIRECTED BY THE OWNERS REPRESENTATIVE.
- NOTE: MANUFACTURERS AND CATALOG NUMBERS INDICATED ARE INTENDED TO ESTABLISH THE SPECIFIC TYPE AND QUALITY OF FIXTURES REQUIRED. EQUIVALENT FIXTURES MAY BE UTILIZED BUT THEY MUST MEET THE SAME REQUIREMENTS INCLUDING DESIGN FEATURES, QUALITY AND FUNCTION OF THE SPECIFIED FIXTURES.



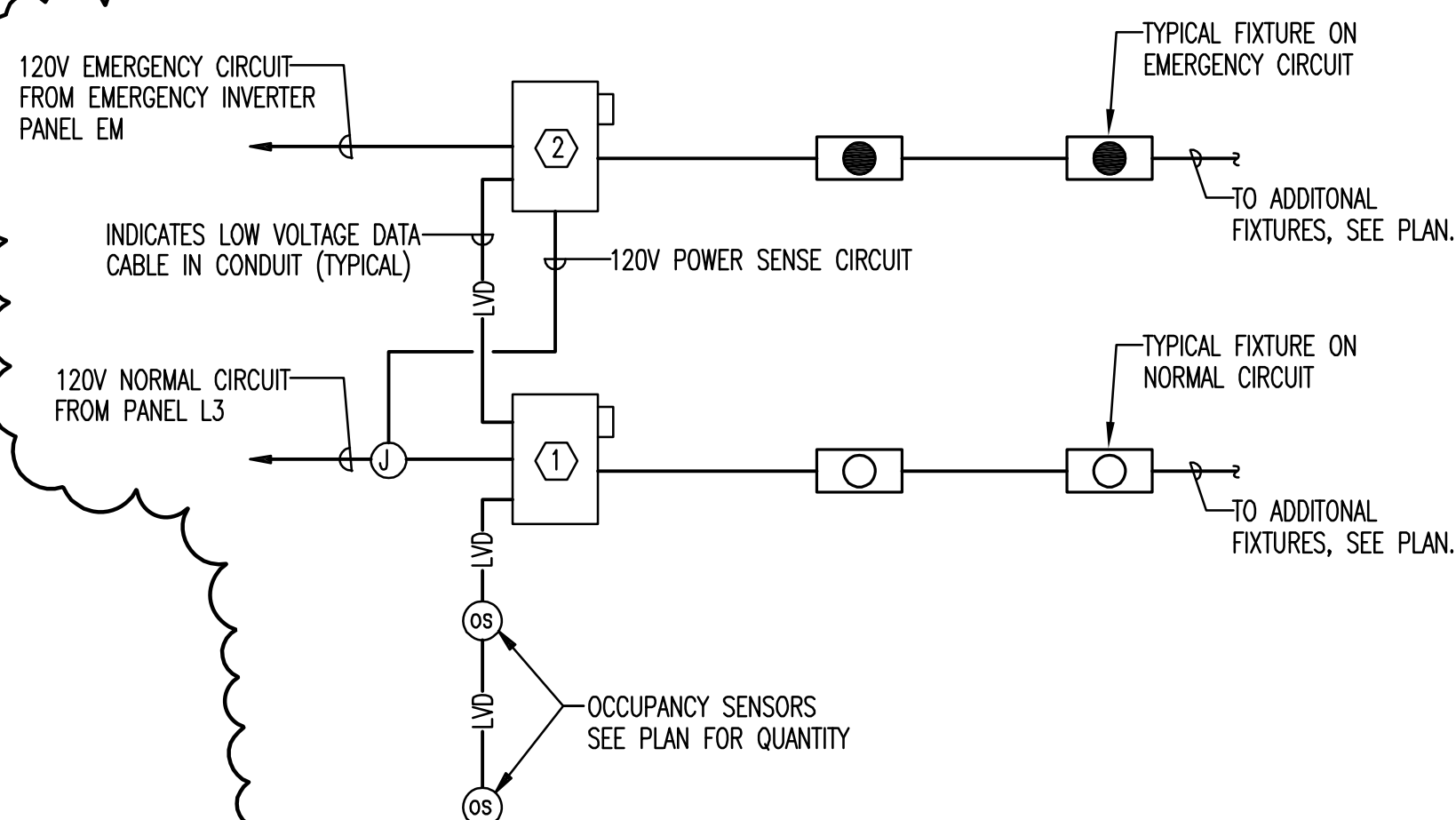
POWER RISER DIAGRAM

- ① PROVIDE NOMINAL 6" X 6" PRECAST CONCRETE MOUNTING POST
- ② PROVIDE 4" HIGH CONCRETE HOUSEKEEPING PAD
- ③ CONNECT TO SLAB STEEL, BUILDING STEEL, METALLIC WATER PIPING AND 1-3/4" X 20'-0" COPPER CLAD STEEL GRD ROD (GROUND ROD ON BUILDING EXTERIOR)
- ④ EMERGENCY INVERTER 4800 VA, 208V INPUT, 120V OUTPUT. BASIS OF DESIGN LITHONIA EAC-LC20-F1-4800-208/120-0B6-12HR-MBYP (20 YEAR LEAD CALCIUM BATTERIES, 6-20/1 OUTPUT CIRCUIT BREAKERS, PANEL DESIGNATION EM, MAINTENANCE BYPASS SWITCH)



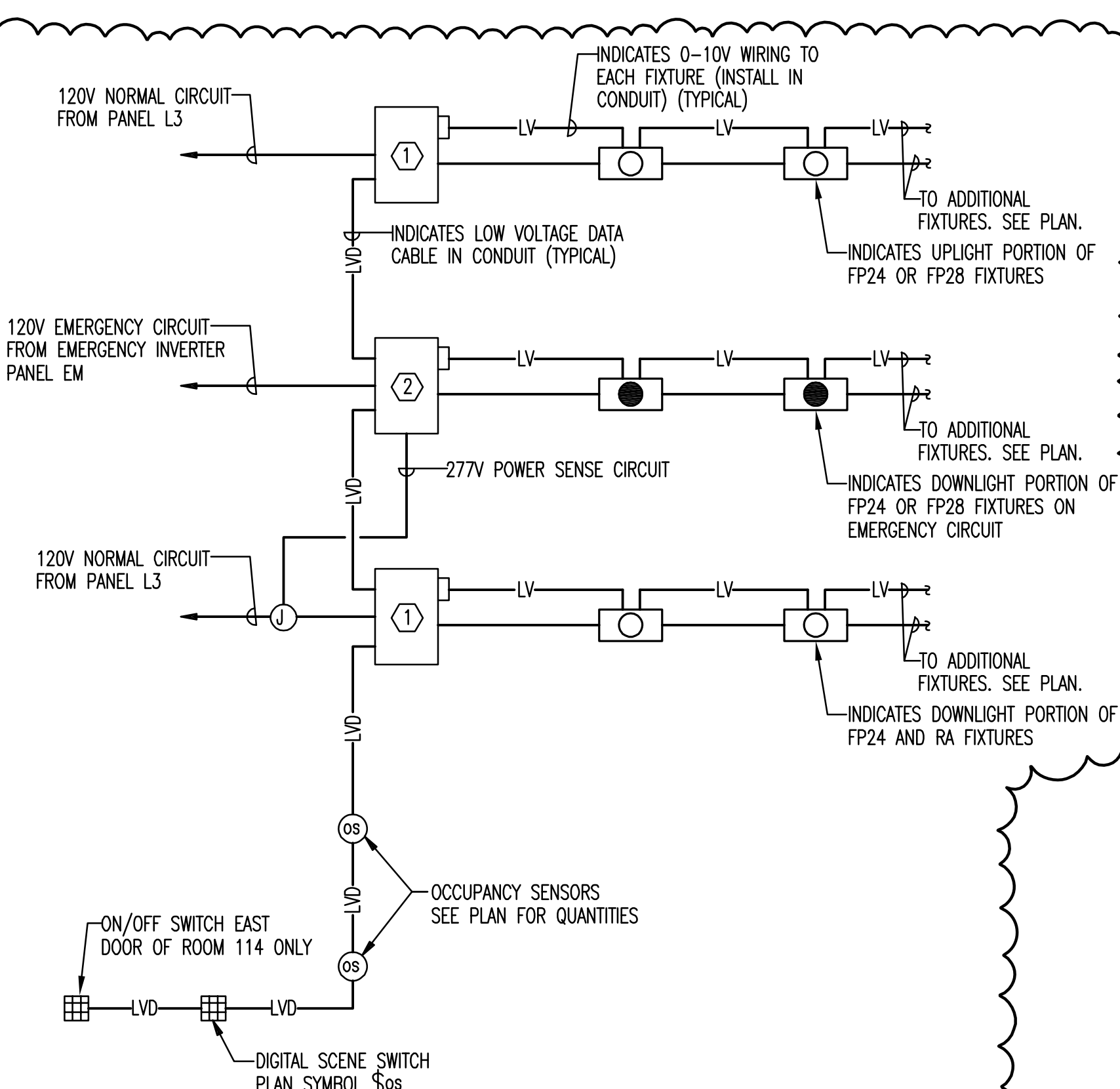
LIGHTING CONTROL DIAGRAM

- TYPICAL FOR ROOMS 107, 109, 110 AND 101
- ① ROOM CONTROLLER WITH 0-10V DIMMING BASIS OF DESIGN ACUTY NPP16D, PLAN SYMBOL [REDACTED]
- ② ROOM CONTROLLER WITH 0-10V DIMMING AND EMERGENCY FUNCTION, BASIS OF DESIGN ACUTY NPPDR, PLAN SYMBOL [REDACTED]
- ③ BASIS OF DESIGN ACUTY NP0D SERIES. PROVIDE WITH ON/OFF/RAISE/LOWER CONTROL.



LIGHTING CONTROL DIAGRAM

- TYPICAL FOR ROOMS C102, C103, 112, 116 AND 119.
- ① ROOM CONTROLLER BASIS OF DESIGN ACUTY NPP16D, PLAN SYMBOL [REDACTED]
- ② ROOM CONTROLLER WITH EMERGENCY FUNCTION, BASIS OF DESIGN ACUTY NPPDR, PLAN SYMBOL [REDACTED]



LIGHTING CONTROL DIAGRAM

- TYPICAL FOR ROOMS 102 AND 114
- ① ROOM CONTROLLER WITH 0-10V DIMMING BASIS OF DESIGN ACUTY NPP16D, PLAN SYMBOL [REDACTED]
- ② ROOM CONTROLLER WITH 0-10V DIMMING AND EMERGENCY FUNCTION, BASIS OF DESIGN ACUTY NPPDR, PLAN SYMBOL [REDACTED]
- ③ BASIS OF DESIGN ACUTY NP0D SERIES. PROVIDE WITH ON/OFF/RAISE/LOWER CONTROL OF EACH ZONE (2-ZONES)

LIGHTING CONTROL GENERAL NOTES

- CONTRACTOR SHALL PROVIDE SYSTEM PROGRAMMING BY A FACTORY AUTHORIZED TECHNICIAN. PROGRAMMING SHALL BE AS DIRECTED BY THE OWNERS REPRESENTATIVE. PROVIDE FOLLOW UP PROGRAMMING 60 DAYS AFTER BENEFICIAL OCCUPANCY. PROGRAMMING SHALL BE PROVIDED FOR ROOM CONTROLS AND RELAY CONTROLS.
- OCCUPANCY SENSORS SHALL BE DUAL TECHNOLOGY TYPE.
- ALL WIRING (INCLUDING LOW VOLTAGE) SHALL BE IN CONDUIT. WHERE DEVICES ARE NOT CONDUIT COMPATIBLE STOP CONDUIT WITH SMOOTH BUSHING 2" FROM THE DEVICE.
- PROVIDE ALL REQUIRED WIRING AND EQUIPMENT FOR A FULLY FUNCTIONAL SYSTEM WITH ADDITIONAL COMPONENTS AND OR WIRING AS REQUIRED.
- ROOM CONTROLLERS SHALL BE LOCATED IN AN ACCESSIBLE LOCATION ABOVE THE CEILING. MOUNT SUCH THAT THEY CAN BE READILY ACCESSED WITHOUT MOVING FURNITURE.
- PROVIDE SHOP DRAWINGS WITH DETAILED WIRING DIAGRAMS FOR EACH ROOM.

PROJECT ISSUES:

SCHEMATIC DESIGN	07/13/17
DESIGN DEVELOPMENT	10/13/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18
ADDENDUM A	04/25/18

PROJECT TEAM:

CIVIL	Kenneth Horne & Associates, Inc.
STRUCTURAL	Joe DeReuil Associates, LLC
ARCHITECTURAL	Caldwell Associates
FIRE PROTECTION	H.M. Yonge & Associates
PLUMBING	H.M. Yonge & Associates
MECHANICAL	H.M. Yonge & Associates
ELECTRICAL	Klooke & Associates
TELECOMMUNICATION	Klooke & Associates
AUDIO-VISUAL	Walshall & Associates

PROJECT:

BAYVIEW COMMUNITY CENTER

**2000 E. LLOYD ST
PENSACOLA, FLORIDA
32503**

PROJECT NO. : 2416
SHEET TITLE:
LIGHTING FIXTURE SCHEDULE
POWER RISER DIAGRAM

SHEET NUMBER:

E003

KLOOKE & ASSOCIATES, INC.
-Consulting Engineers-
102 E. Garden Street, Pensacola, Florida 32502, (850) 434-0989
C.A. #2695 JOHN I. KLOOKE, JR., P.E. #24338

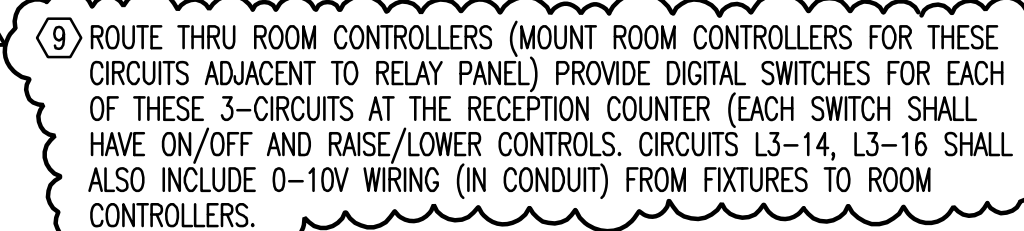
DO NOT SCALE DRAWINGS

DATAVIEW COMMUNITY CENTER

2000 E. LLOYD ST
PENSACOLA, FLORIDA
32503

E101

PERMIT SET



<p>KLOCKE & ASSOCIATES, INC. <i>-Consulting Engineers-</i></p>	
<p>102 E. Garden Street, Pensacola, Florida 32502, (850) 434-0989 C.A. #2695</p>	<p>JOHN I. KLOCKE, JR., P.E. #24338</p>

DO NOT SCALE DRAWINGS

PROJECT ISSUES:	
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DESIGN DEVELOPMENT	10/13/17
90% SUBMITTAL	02/28/18
PERMIT SET	03/20/18
ADDENDUM A	04/25/18

PROJECT TEAM:	
CIVIL	Kenneth Home & Associates, Inc.
STRUCTURAL	Joe DeReuil Associates, LLC
ARCHITECTURAL	Caldwell Associates
FIRE PROTECTION	H.M. Yonge & Associates
PLUMBING	H.M. Yonge & Associates
MECHANICAL	H.M. Yonge & Associates
ELECTRICAL	H.M. Yonge & Associates
TELECOMMUNICATION	Kloke & Associates
AUDIO-VISUAL	Kloke & Associates
	Walshall & Associates

PROJECT:
BAYVIEW COMMUNITY CENTER

The City of
PENSACOLA

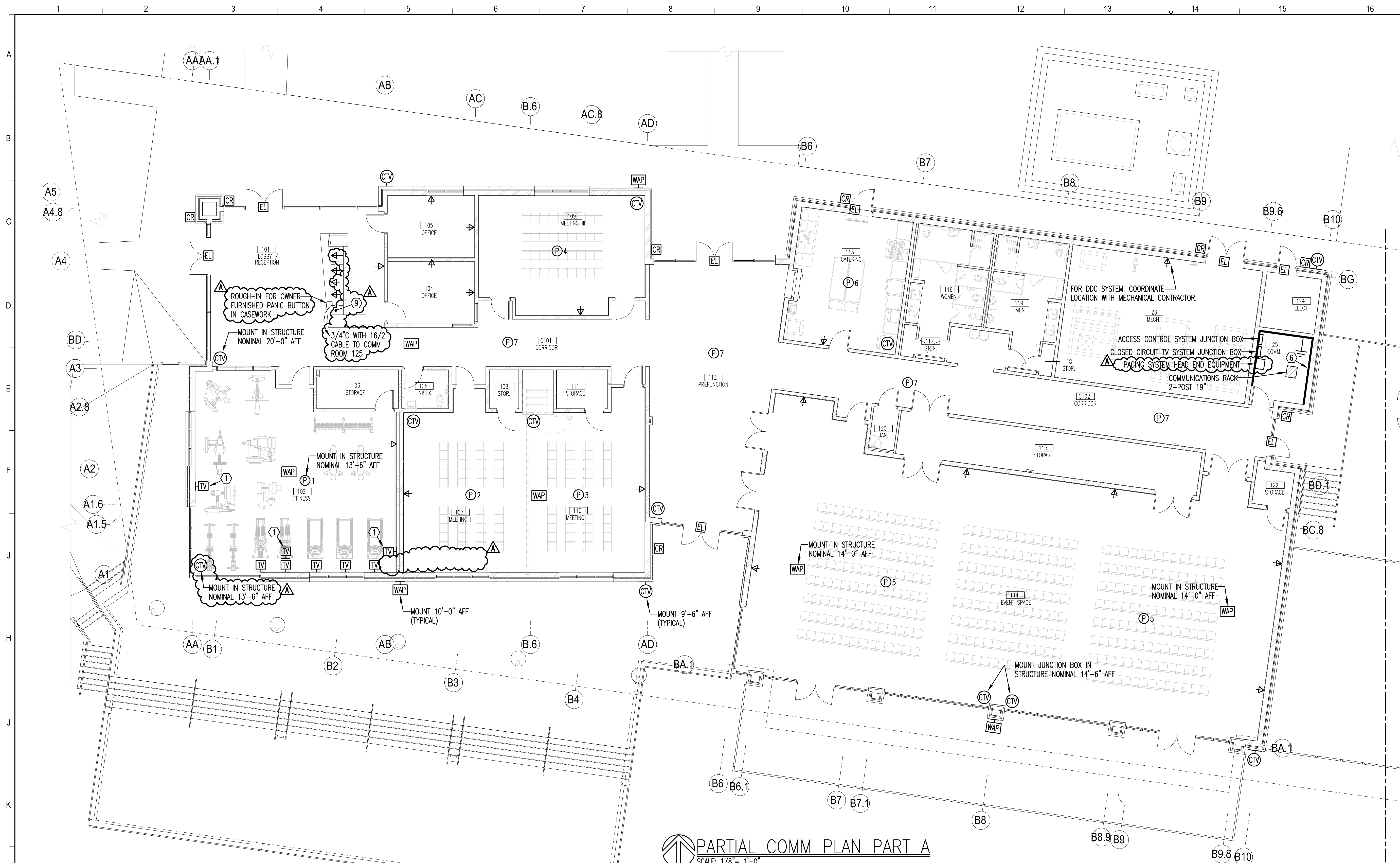
**2000 E. LLOYD ST
PENSACOLA, FLORIDA
32503**

PROJECT NO. : 2416
SHEET TITLE:
PARTIAL COMM PLAN PART A

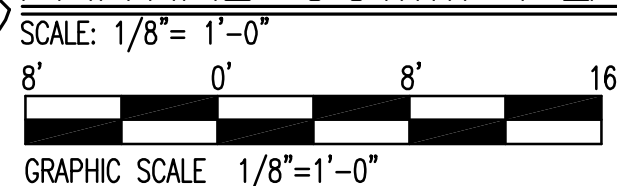
SHEET NUMBER:

E105

PERMIT SET



PARTIAL COMM PLAN PART A



COMM LEGEND

WAP	CONNECTION FOR CEILING MOUNTED WIRELESS ACCESS POINT (1-CAT 6 CABLE)(2)
WAP	CONNECTION FOR WALL MOUNTED WIRELESS ACCESS POINT (1-CAT 6 CABLE)(2)
4	TELEPHONE/DATA OUTLET MOUNT 48" AFF UNLESS NOTED OTHERWISE (2-RJ45 CAT-6 JACKS, 2-CAT 6 CABLES)(2)
CR	ROUGH-IN FOR ACCESS CONTROL CARD READER MOUNT 48" AFF(5)
EL	ROUGH-IN FOR ACCESS CONTROL SYSTEM ELECTRIC LOCK
CTV	ROUGH-IN FOR CLOSED CIRCUIT TV CAMERA (WALL MOUNTED)(3)(5)(8)
CTV	ROUGH-IN FOR CLOSED CIRCUIT TV CAMERA (CEILING MOUNTED) INSTALL ABOVE CEILING IN ACCESSABLE LOCATION IN AREAS WITH LAY-IN CEILINGS. INSTALL IN STRUCTURE FOR AREAS WITH CEILINGS(3)(5)(8)
HTV	CABLE TV WALL OUTLET MOUNT 18" AFF UNLESS NOTED OTHERWISE(4)

P	SURFACE WALL MOUNTED PAGING SPEAKER. MOUNT 10'-0" AFF.
P	PAGING SYSTEM CEILING SPEAKER (FLUSH CEILING MOUNTED IN AREA WITH LAY-IN CEILINGS, PENDANT MOUNTED IN AREAS WITH EXPOSED STRUCTURE) LOCATE IN STRUCTURE FREE FROM OBSTRUCTIONS. NUMERAL INDICATES ZONE (PROVIDE 1-SPEAKER CABLE PER ZONE WITH HOMERUN TO COMM ROOM 125, TYPICAL)

GENERAL NOTES (APPLIES TO SHEETS E105 AND E106)

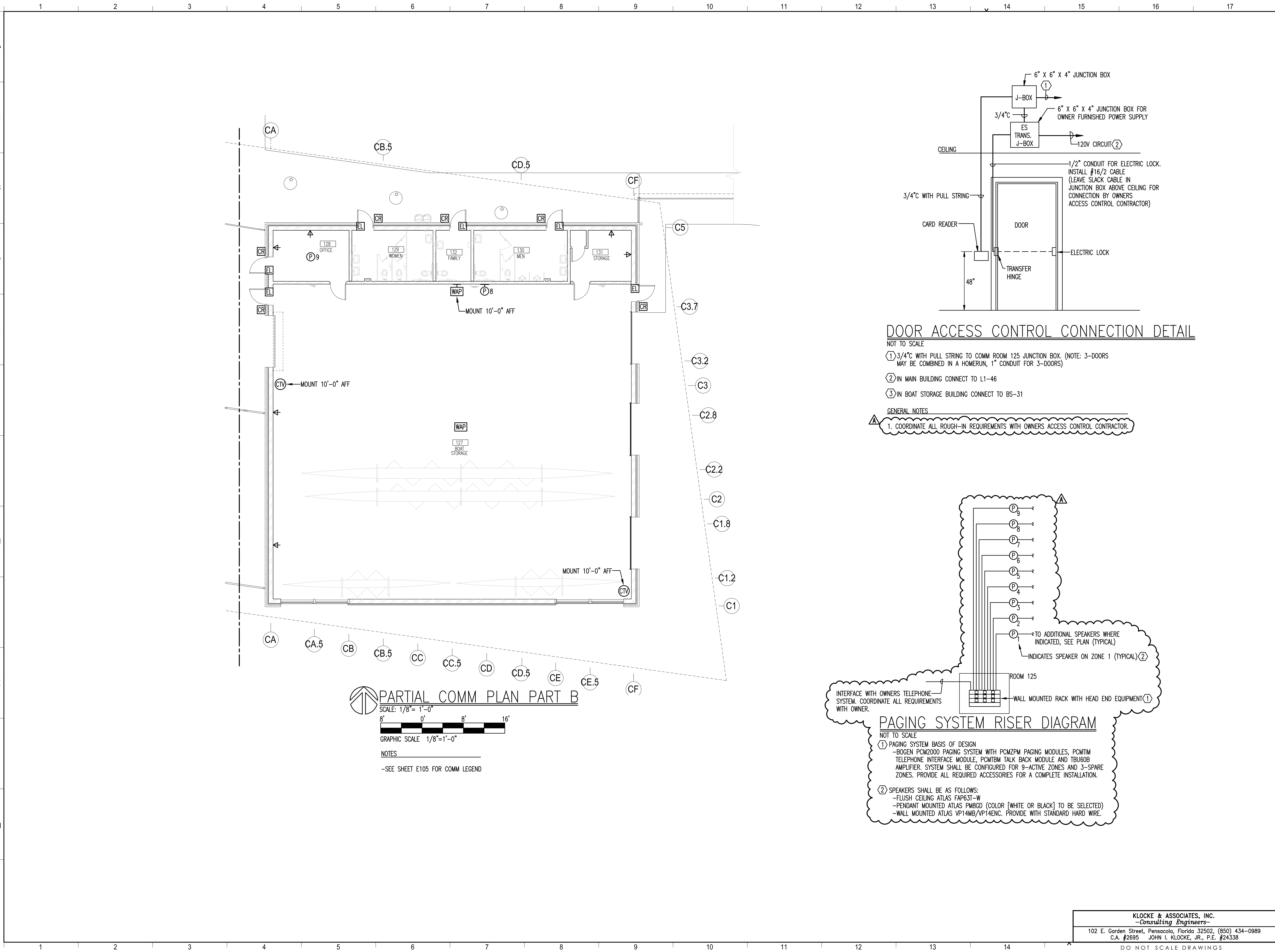
- ALL SYSTEM SHALL BE PROVIDED WITH CONDUIT WITH HOMERUNS TO COMM ROOM 125. MINIMUM CONDUIT SIZE SHALL BE 3/4".
- OUTLETS MAY BE COMBINED IN COMMON HOMERUNS
- TELEDATA-2 CABLES 3/4", 3-6 CABLES 1", 7-10 CABLES 1 1/4"
- CABLE TV-2 CABLES 3/4", 3-6 CABLES 1", 7-10 CABLES 1 1/4"
- PAGING-4 CABLES 3/4", 5-10 CABLES 1"
- CTV-1 OUTLET 3/4", 2-4 OUTLETS 1", 6-10 OUTLETS 1 1/4"
- SEE ACCESS CONTROL DETAIL SHEET E106 FOR ACCESS CONTROL CONDUIT
- PROVIDE PULL STRINGS IN ALL EMPTY CONDUITS

-ALL CONDUITS FOR COMMUNICATIONS SYSTEMS SHALL BE RUN IN WALLS, ABOVE CEILINGS OR IN STRUCTURES. DO NOT RUN IN OR BELOW THE FLOOR SLAB EXCEPT AT THE RECEPTION DESK.

KEY NOTES

- MOUNT TV OUTLETS 10'-6" AFF (ABOVE MIRRORS)
- RUN DATA CABLES (1-PER OUTLET) TO PATCH PANELS IN COMMUNICATIONS RACK. RUN TELF CABLES (1-PER OUTLET) TO 66 BLOCKS ON BACKBOARD.
- HOMERUN TO CTV JUNCTION BOX IN COMM ROOM 125
- PROVIDE 1-RG6 CABLE PER OUTLET WITH HOMERUN TO COMM ROOM 125. PROVIDE FACEPLATE WITH CONNECTOR AT OUTLET END. PROVIDE CONNECTORS ON CABLE ENDS IN COMM ROOM WITH 20' OF SLACK CABLE FOR TERMINATION BY CABLE UTILITY COMPANY.
- ACCESS CONTROL SYSTEM AND CLOSED CIRCUIT TV SYSTEM ARE OWNER FURNISHED CONTRACTOR INSTALLED. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE OWNERS REPRESENTATIVE.
- 3/4" X 8' PLYWOOD BACKBOARD (FIRE TREATED) PAINTED (ON 3-WALLS)
- PROVIDE GROUND BAR AND ALL SYSTEMS. PROVIDE 1/0 COPPER GROUND TO SERVICE GROUND.
- CONTRACTOR SHALL INSTALL A CAT 6 CABLE IN CONDUIT FROM EACH CAMERA JUNCTION BOX TO COMM ROOM 125. LEAVE 3' OF SLACK CABLE AT CAMERA AND 20' OF SLACK CABLE IN COMM ROOM. TERMINATE ON EACH END AND TEST CABLE.
- PROVIDE ROUGH-IN FOR CCTV MONITOR AT RECEPTION DESK. PROVIDE 1" CONDUIT WITH PULL STRING TO ROOM 125.

17043



CALDWELL
ASSOCIATES | ARCHITECTS

114 N TARRAGONA STREET, PENSACOLA, FL 32502
(850) 432 9500 | CALDWELL-ASSOC.COM

License No: AA2600721 | License No: IB0000995

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PROJECT:
BAYVIEW COMMUNITY
CENTER

The City of
PENSACOLA

2000 E. LLOYD ST
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32503

PROJECT NO. : 2416
SHEET TITLE:
PARTIAL COMM PLAN PART B

SHEET NUMBER:
E106

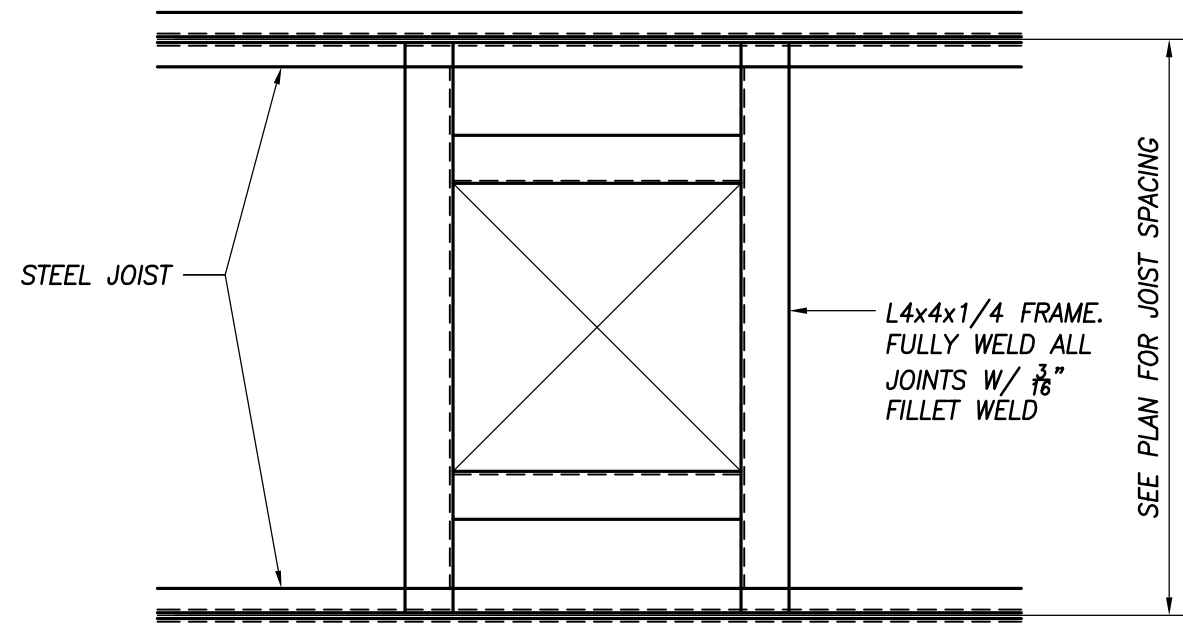
KLOCKE & ASSOCIATES, INC.
-Consulting Engineers-
102 E. Garden Street, Pensacola, Florida 32502, (850) 434-0989
C.A. #2695 JOHN I. KLOCKE, JR., P.E. #24338

DO NOT SCALE DRAWINGS

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109

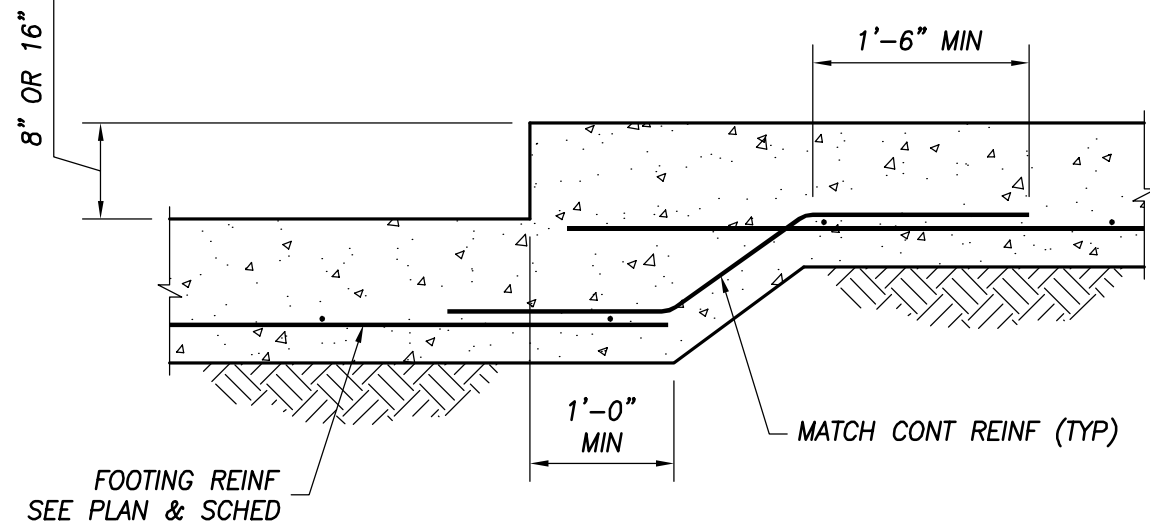
Appendix C: Fire Station #3 Existing Drawings



NOTE: PROVIDE STEEL ANGLES AROUND PERIMETER OF OPENINGS 12" AND LARGER AND ALSO AROUND PERIMETER OF CURBS FOR ROOFTOP MECHANICAL UNITS. COORDINATE LOCATIONS WITH MECHANICAL CONTRACTOR.

TYPICAL ROOF OPENING AND MECHANICAL CURB SUPPORT DETAIL

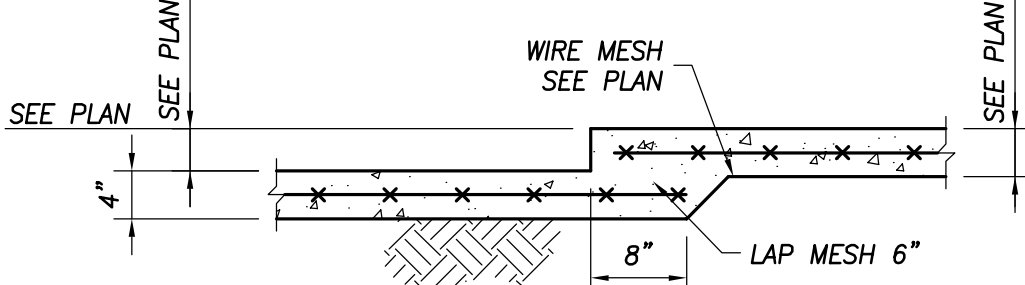
3/4" = 1'-0"



STEP FOOTINGS AS REQUIRED TO MATCH TOP OF EXISTING FOOTING ELEVATION AT EXISTING BUILDING AND ALSO AS REQUIRED TO ALLOW UTILITY LINES TO PASS ABOVE FOOTING.

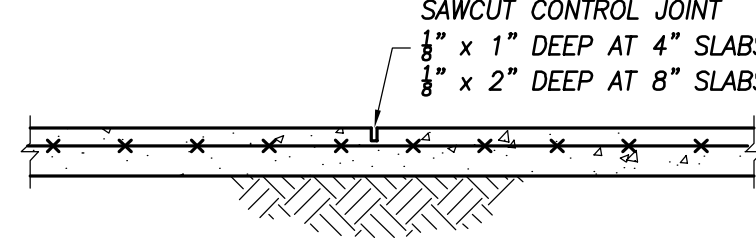
TYPICAL STEP FOOTING DETAIL

3/4" = 1'-0"

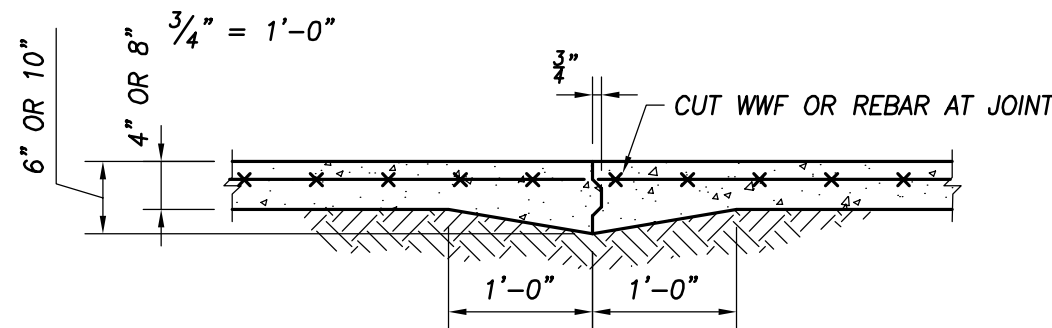


TYPICAL SLAB RECESS DETAIL

3/4" = 1'-0"

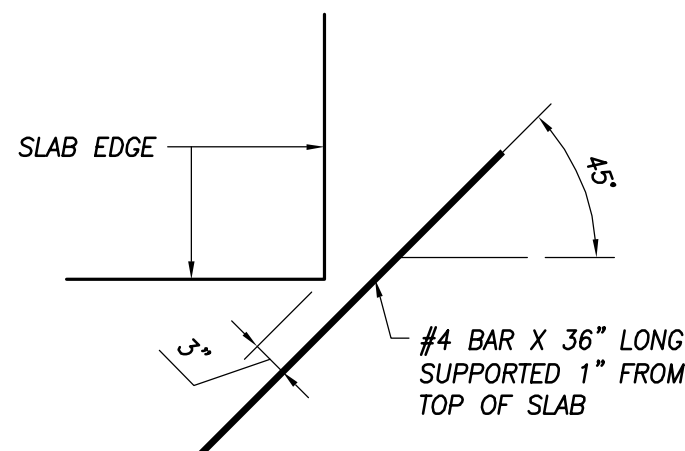


TYPICAL CONTROL JOINT DETAILS



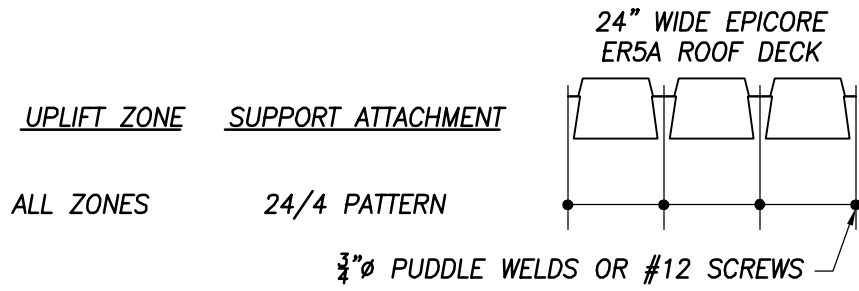
TYPICAL CONSTRUCTION JOINT DETAIL

3/4" = 1'-0"



TYPICAL SLAB RE-ENTRANT CORNER REINFORCING DETAIL

3/4" = 1'-0"

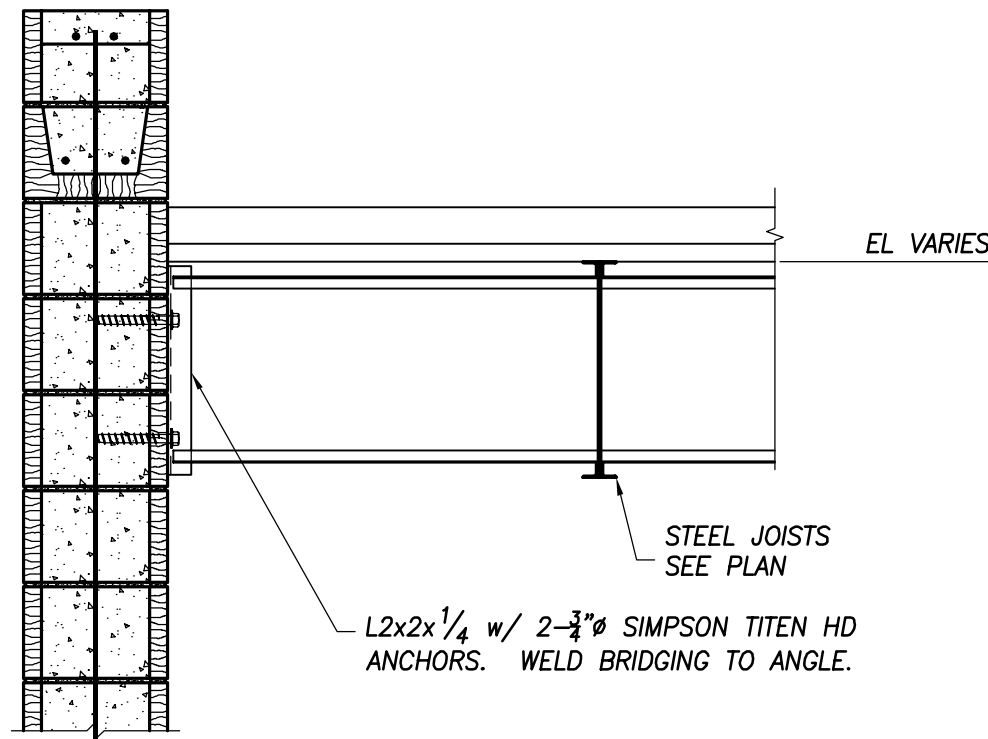


ROOF DECK NOTES - ENGINE BAY ONLY:

1. FASTEN DECK TO SUPPORTS WITH 3/8" PUDDLE WELDS OR #12 SELF DRILLING SELF TAPPING SCREWS AT FASTENER PATTERN SHOWN ABOVE.
2. PROVIDE #10 SCREW SIDELAP FASTENERS AT 24" O.C. MAX PER SPAN BETWEEN SUPPORTS.

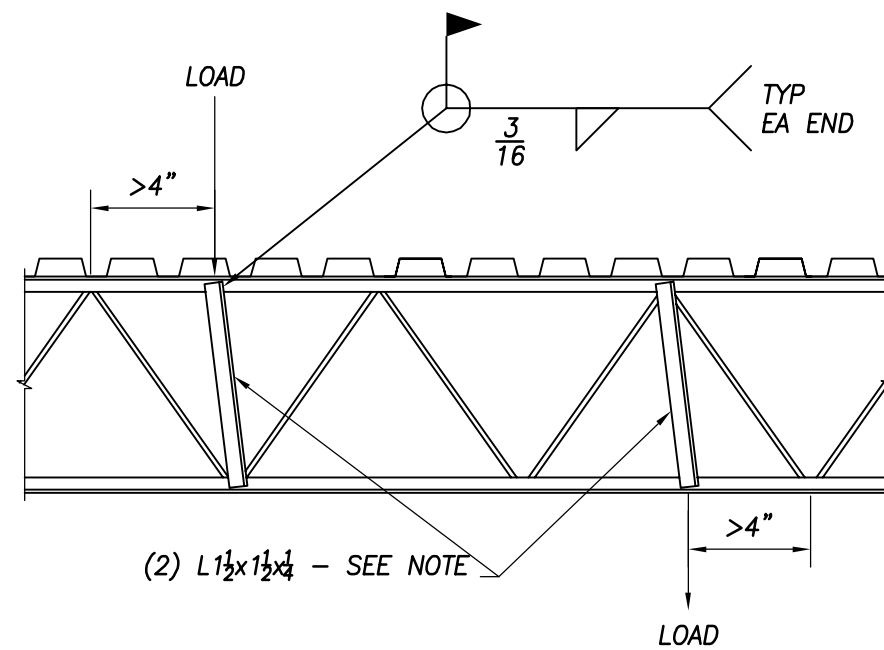
TYPICAL DECK FASTENER LAYOUTS

NTS



TYPICAL JOIST BRIDGING ANCHORAGE DETAIL

3/4" = 1'-0"



NOTES:

1. JOIST MANUFACTURER SHALL DESIGN JOISTS TO ACCOMMODATE A CONCENTRATED LOAD OF 250 LBS ANYWHERE ALONG JOIST TOP AND BOTTOM CHORDS. DO NOT LOAD A CHORD SINGLE SEGMENT BETWEEN ADJACENT PANEL POINTS WITH MORE THAN 250 LBS.
2. ALL CONCENTRATED LOADS HUNG FROM JOISTS SHALL BE CONCENTRIC AND HUNG FROM THE CENTER GAP BETWEEN THE TO BOTTOM CHORD MEMBERS. ECCENTRIC HANGARS ARE NOT PERMITTED.
3. WHERE CONCENTRATED LOADS IN EXCESS OF 250 LBS ARE HUNG FROM OR SUPPORTED BY JOISTS, INSTALL L1 1/2x1 1/2x1/4" WEB STIFFENERS ON EACH SIDE OF JOIST WEB WHERE LOAD OCCURS MORE THAN 4" FROM NEAREST PANEL POINT. INSTALL FROM POINT OF LOAD TO CLOSEST PANEL POINT OF OPPOSITE CHORD FROM WHICH LOAD IS APPLIED.
4. MAXIMUM CONCENTRATED LOAD HUNG FROM ANY SINGLE POINT NOT TO EXCEED 500 LBS. SPACE ADJACENT CONCENTRATED LOADS HUNG FROM A SINGLE JOIST SUCH THAT THE LOAD DIVIDED BY THE SPACING DOES NOT EXCEED 50 POUNDS PER FOOT. FOR EXAMPLE, TWO 500 LB CONCENTRATED LOADS SHOULD NOT BE PLACED CLOSER THAN 10' APART.

TYPICAL JOIST REINFORCEMENT AT CONCENTRATED LOADS

3/4" = 1'-0"

GENERAL STRUCTURAL NOTES:

1. THE STRUCTURAL SYSTEM FOR THIS BUILDING HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 5TH EDITION (2014).
2. MATERIALS TO CONFORM TO THE FOLLOWING:

CONCRETE	3000 PSI AT 28 DAYS
STRUCTURAL STEEL	ASTM A992
SHAPES	ASTM A500 GRADE B
TUBE	ASTM A36 MIN
PLATES, ANGLES, ETC	
BLOCK MASONRY	f'm = 1500 PSI
CONCRETE MASONRY UNITS	ASTM C90
MASONRY GROUT	ASTM C476 (2500 PSI AT 28 DAYS)
MASONRY MORTAR	ASTM C270 (TYPE S ABOVE GRADE & M BELOW)
REINFORCING STEEL	ASTM A615 GRADE 60
WELDED WIRE FABRIC	ASTM A185 FLAT SHEETS
ROOF DECK (ENGINE BAY ONLY)	EPICORE ER5A 20/20 GAGE G-90 ROOF DECK (SUPER VERSA-DEK 5LS IS ACCEPTABLE ALTERNATE)
ROOF DECK (OTHER)	1/2" 22 GAGE TYPE B WIDE RIB G-90 ROOF DECK
EPOXY	SIMPSON SET

3. STRUCTURES DESIGNED FOR WIND IN ACCORDANCE WITH ASCE 7-10 AS FOLLOWS:

- ULTIMATE DESIGN WIND SPEED = 165 MPH
- NOMINAL DESIGN WIND SPEED = 128 MPH
- RISK CATEGORY IV
- WIND EXPOSURE = C
- ENCLOSURE CLASSIFICATION = ENCLOSED
- INTERNAL PRESSURE COEFFICIENT = ±0.18
- COMPONENT AND CLADDING FORCES AS SCHEDULED ON THIS SHEET.
- PREPARE SOIL BENEATH FOOTINGS AND SLAB IN ACCORDANCE WITH RECOMMENDATIONS OF GEOTECHNICAL ENGINEERING REPORT # 8217044 DATED APRIL 6, 2017 PREPARED BY NOVA (850-607-7782) OF PENSACOLA. SAFE SOIL BEARING: 2000 PSF.
- ALL ELEVATIONS REFERENCED ON THE STRUCTURAL DRAWINGS ARE ABOVE OR BELOW A FINISHED FLOOR ELEVATION OF +0'-0". SEE CIVIL SITE GRADING PLAN FOR THE ACTUAL ELEVATION.
- PLACE REINFORCING IN CONCRETE IN ACCORDANCE WITH ACI 315 WITH A MINIMUM OF 3" CLEAR COVER WHEN CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH. PROVIDE CORNER BARS FOR ALL CONTINUOUS HORIZONTAL REINFORCING.
- ENGINEERED METAL TRUSSES SHALL BE DESIGNED FOR 20 PSF LIVE LOAD, 20 PSF DEAD LOAD, AND IN ACCORDANCE WITH THE ABOVE LISTED WIND LOAD CRITERIA PER THE FLORIDA BUILDING CODE AND THE UPLIFT VALUES SHOWN ON S001. TRUSS BOTTOM CHORDS SHALL BE CAPABLE OF SUPPORTING A CONCENTRATED LOAD OF 500 LBS APPLIED AT ANY POINT AND TRUSS MANUFACTURER SHALL PROVIDE A DETAIL FOR NECESSARY FIELD INSTALLED BRACING FOR CONCENTRATED LOADS APPLIED AWAY FROM TRUSS PANEL POINTS. TRUSS MANUFACTURER SHALL SUBMIT SIGNED AND SEALED SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION. SHOP DRAWINGS SHALL INCLUDE TRUSS LAYOUT, TRUSS DETAILS AND SHALL INCLUDE ALL CONNECTIONS AND BRACING NECESSARY FOR A COMPLETE JOB. TRUSS TOP AND BOTTOM CHORDS SHALL BE 18 GAGE MINIMUM THICKNESS. TRUSS MANUFACTURER SHALL PROVIDE CONTINUOUS PLATES EQUAL IN GAGE TO TRUSS TOP CHORDS ALONG ALL RIDGES, HIPS, VALLEYS, AND CHANGES IN DIRECTION OF ROOF DECKING FOR CONTINUOUS SUPPORT OF DECKING EDGES. TRUSS ANCHORAGE SHALL BE AS SHOWN ON THESE DRAWINGS.

MAXIMUM ROOF COMPONENT AND CLADDING ULTIMATE WIND PRESSURES

EFFECTIVE WIND AREA (SQ. FT.)	COMBINED INTERNAL AND EXTERNAL PRESSURES (APPLICABLE TO STRUCTURAL MEMBERS)				EXTERNAL PRESSURES ONLY (APPLICABLE TO ROOFING COMPONENTS ONLY)		
	ALL ZONES (+) PRESSURE (PSF)	ZONE 1 (-) PRESSURE (PSF)	ZONE 2 (-) PRESSURE (PSF)	ZONE 3 (-) PRESSURE (PSF)	ZONE 1 (-) PRESSURE (PSF)	ZONE 2 (-) PRESSURE (PSF)	ZONE 3 (-) PRESSURE (PSF)
10	36	-58	-100	-148	-48	-91	-138
20	33	-56	-92	-138	-46	-82	-129
50	29	-54	-81	-126	-44	-72	-116
100	26	-52	-74	-116	-43	-64	-106

MAXIMUM WALL COMPONENT AND CLADDING ULTIMATE WIND PRESSURES

EFFECTIVE WIND AREA (SQ. FT.)	ALL ZONES (+) PRESSURE (PSF)	ZONE 4 (-) PRESSURE (PSF)	ZONE 5 (-) PRESSURE (PSF)
10	63	-68	-84
20	60	-66	-78
50	57	-62	-71
100	53	-59	-66
200	51	-56	-60
500	47	-52	-52

ULTIMATE WIND PRESSURE TABLES NOTES:

LINEAR INTERPOLATION FOR INTERMEDIATE VALUES OF EFFECTIVE AREAS IS ACCEPTABLE. OTHERWISE, USE THE LOAD ASSOCIATED WITH THE LOWER EFFECTIVE AREA.

ULTIMATE WIND LOAD PRESSURES ARE FOR USE IN LOAD COMBINATIONS LISTED IN FBC 2014 5TH EDITION AND ASCE 7-10. THESE COMBINATIONS ARE LISTED IN FBC SECTION 1605 AND INCLUDE A WIND LOAD FACTOR OF 0.6 USING ALLOWABLE STRESS DESIGN. THEREFORE, ULTIMATE PRESSURES LISTED IN THE LOAD TABLE MAY BE REDUCED 40% WHEN USING ALLOWABLE STRESS DESIGN. REDUCED LOADS ARE THE "WORKING LOADS."

WIND PRESSURE ZONES 2, 3 & 5 ARE EDGE AND CORNER ZONES. WALL ZONE 5 IS WITHIN 3'-0" OF OF CORNERS. ROOF ZONE 2 IS WITHIN 3'-0" OF ROOF EDGES AND RIDGES. ROOF ZONE 3 IS AT ROOF CORNERS WITHIN 3'-0" OF ROOF CORNERS.

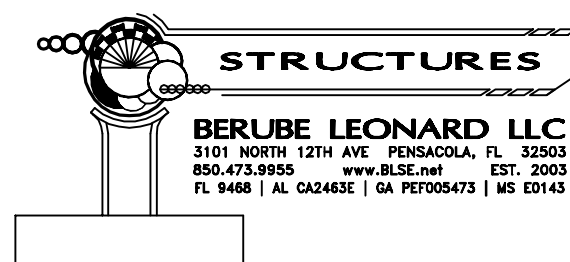
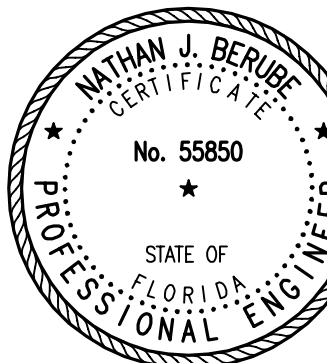
NET UPLIFT LOADS ARE CALCULATED FROM ALLOWABLE STRESS DESIGN LOAD COMBINATION .6D+.6W WHERE .6D = 6 PSF.

TOWNES + ARCHITECTS, P.A.
ARCHITECTS
PLANNERS
AA-26001051
2421 NORTH 12TH AVENUE, PENSACOLA, FL 32503
PH: (850) 433-0203 FAX: (850) 433-2177

TYPICAL DETAILS AND GENERAL NOTES

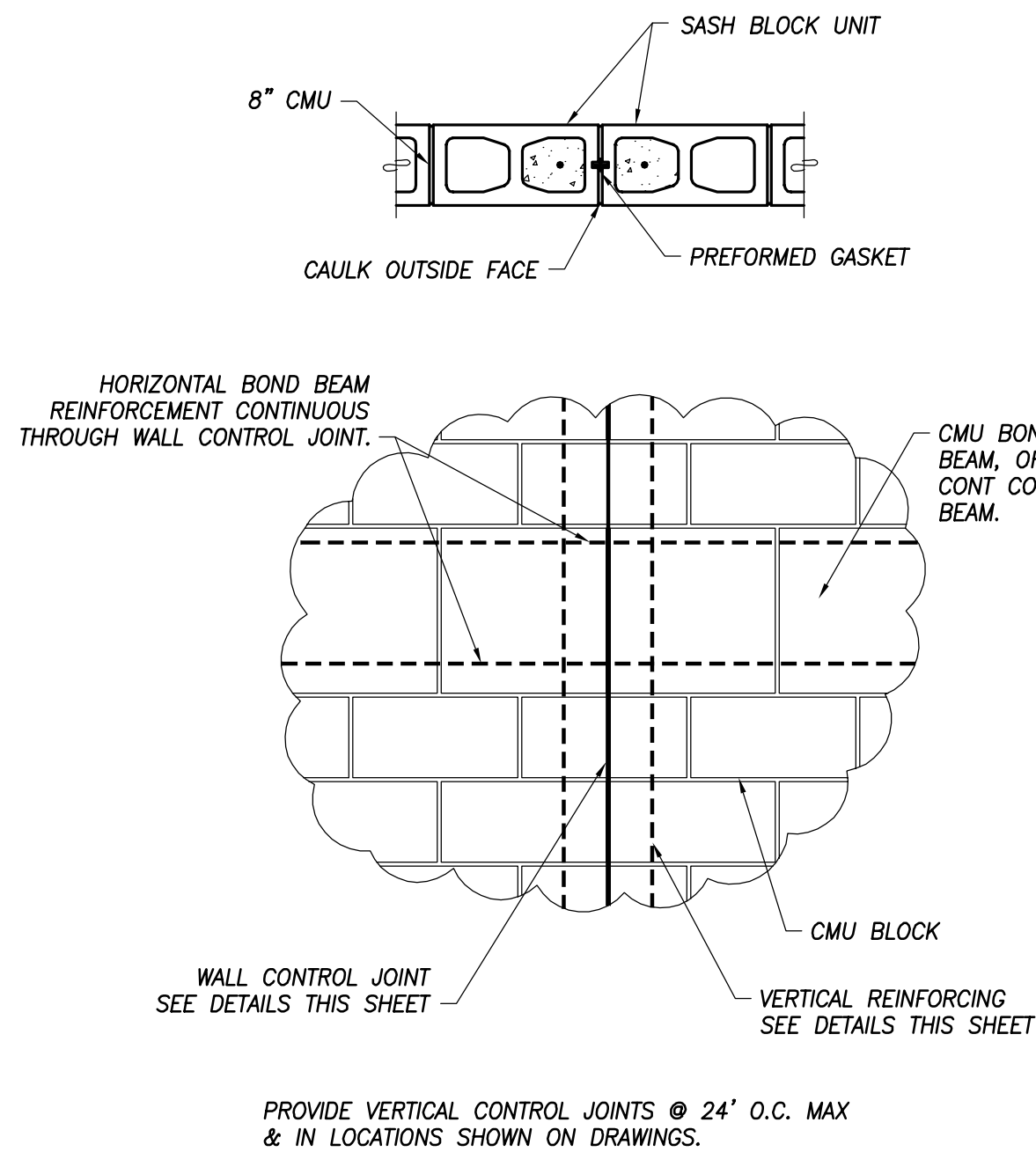
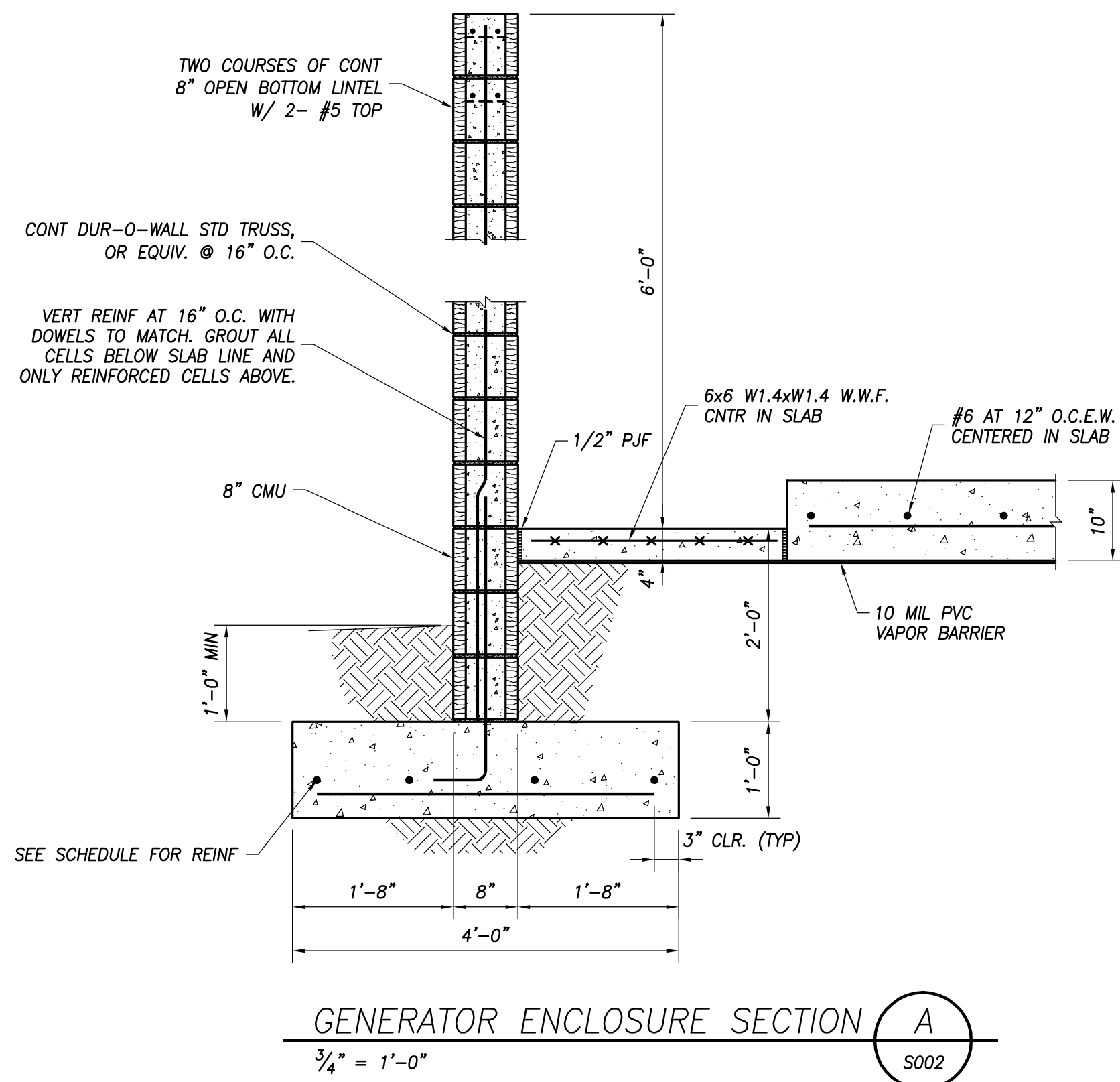
PENSACOLA FIRE DEPARTMENT
FIRE STATION #3
2750 SUMMIT BOULEVARD
PENSACOLA, FLORIDA 32503

Revision	



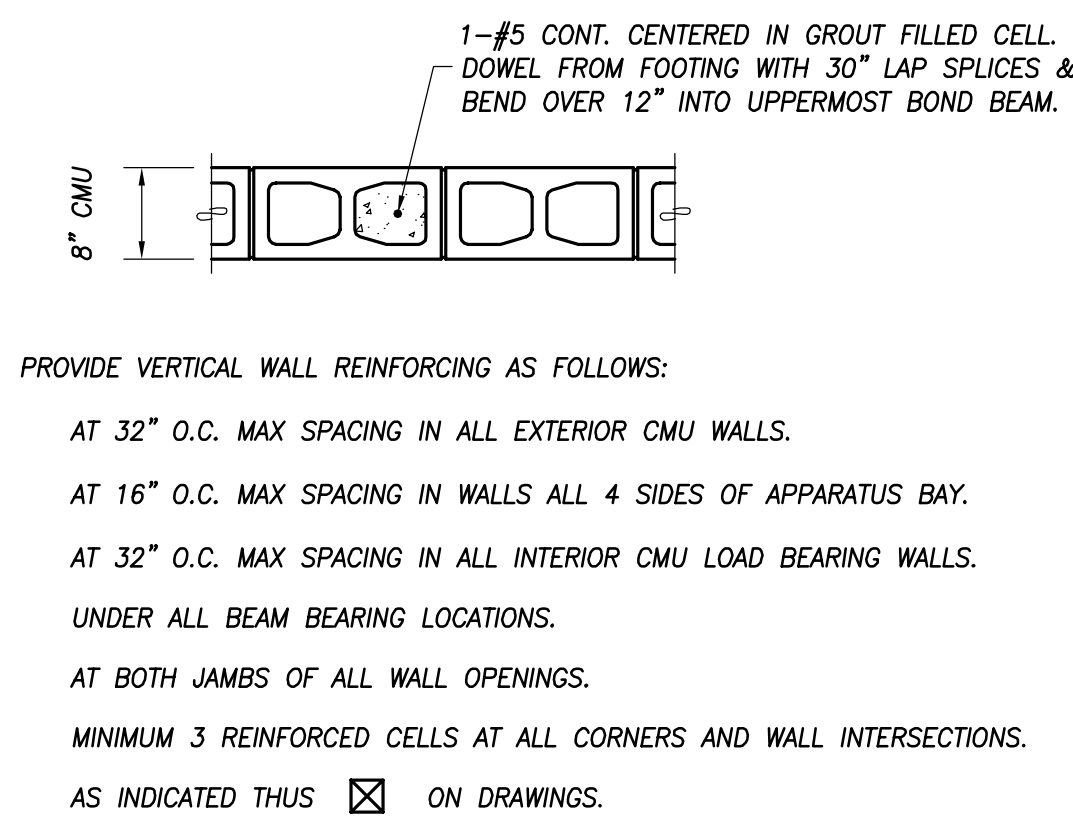
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S001



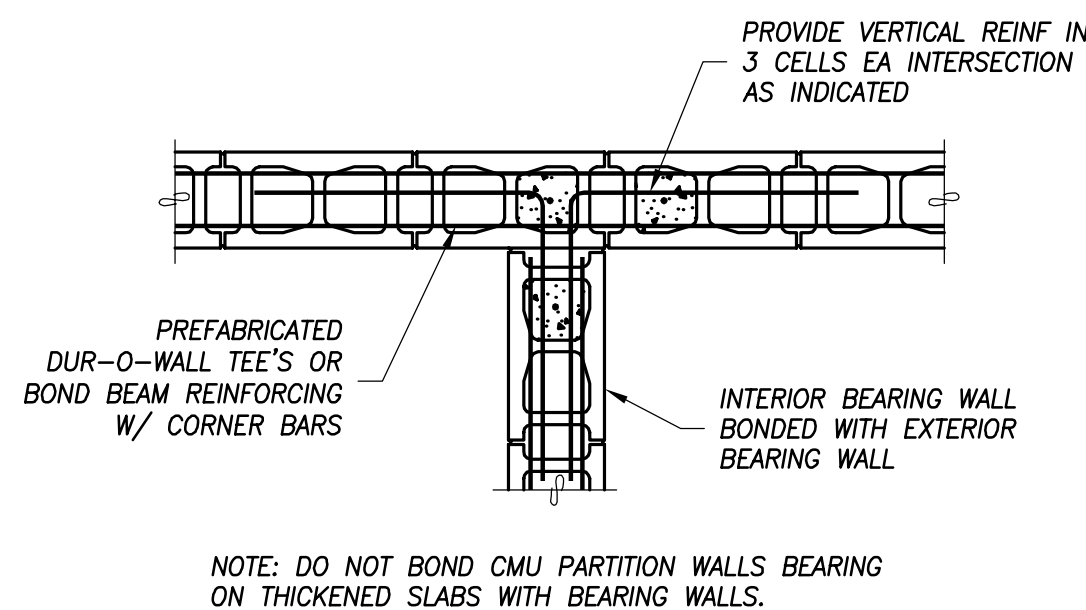
TYP MASONRY CONTROL JOINT DETAILS

3/4" = 1'-0"



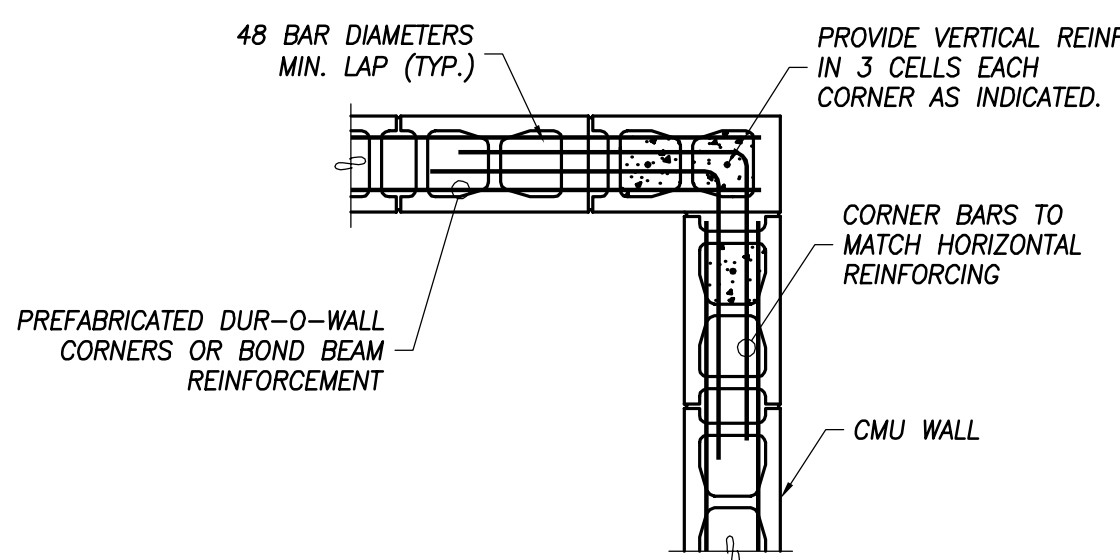
TYPICAL CMU WALL REINFORCING DETAIL

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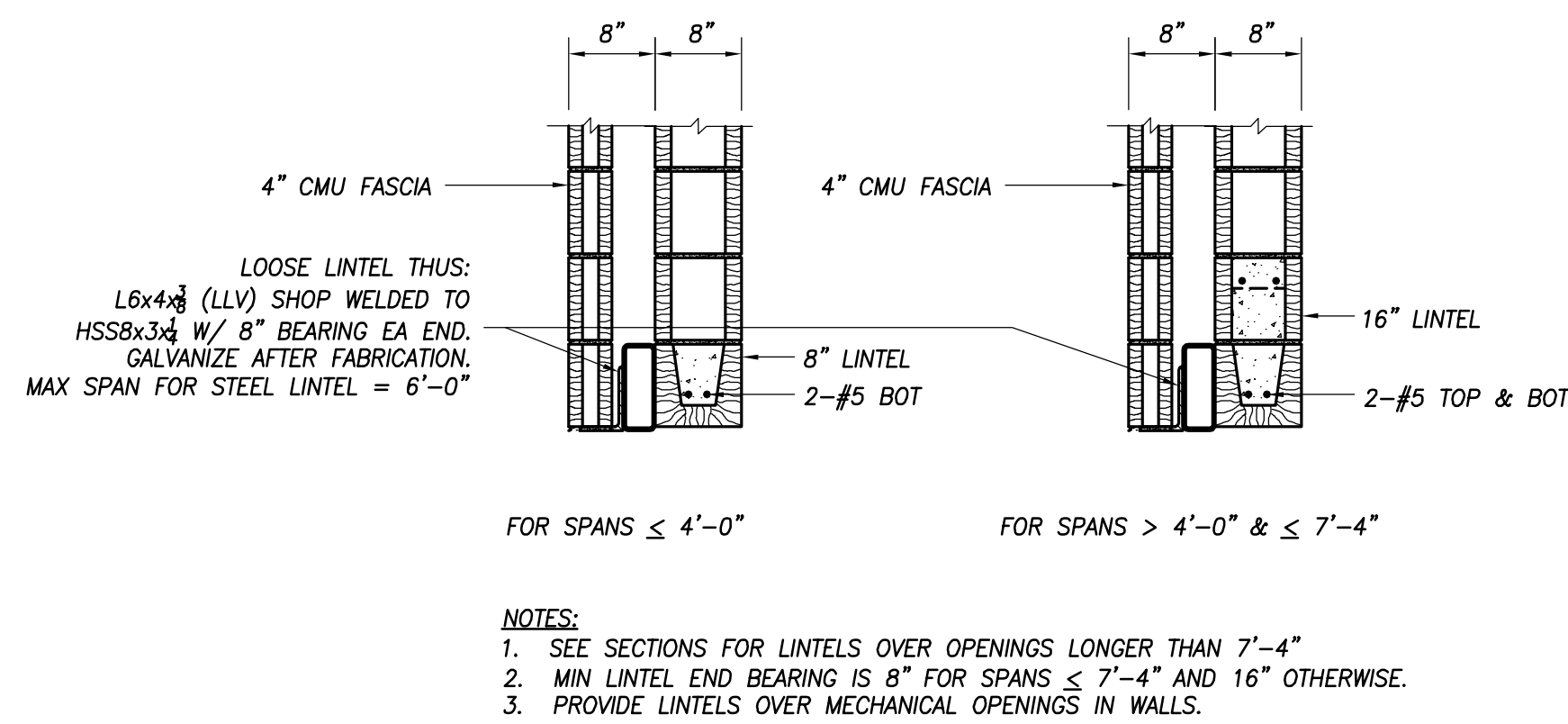
TYPICAL C.M.U. WALL INTERSECTION DETAIL

3/4" = 1'-0"



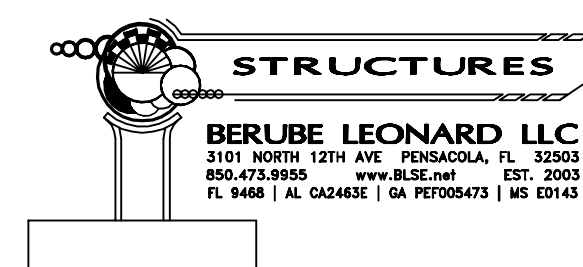
TYPICAL BOND BEAM CORNER REINF. DETAIL

3/4" = 1'-0"

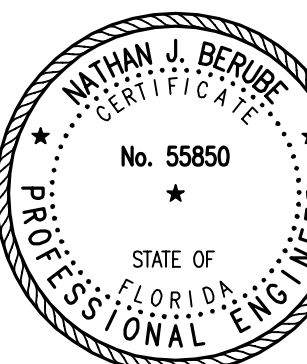


TYPICAL MASONRY LINTEL DETAILS

3/4" = 1'-0"

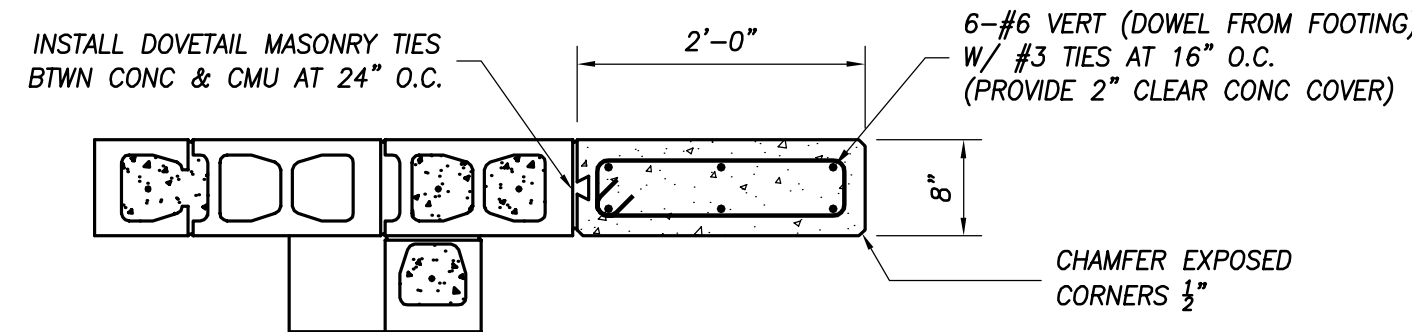


Revision	

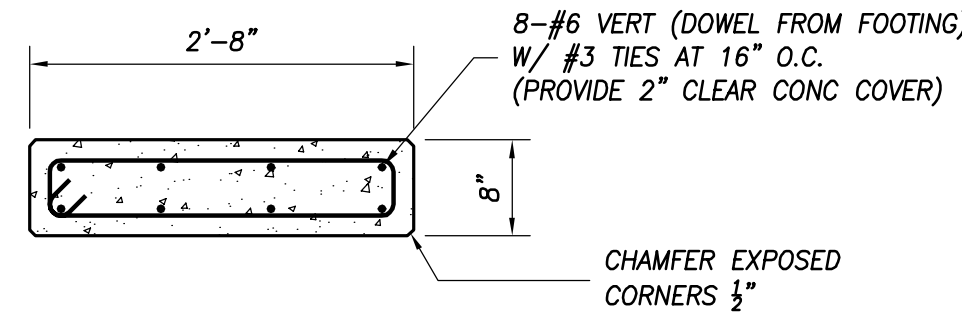


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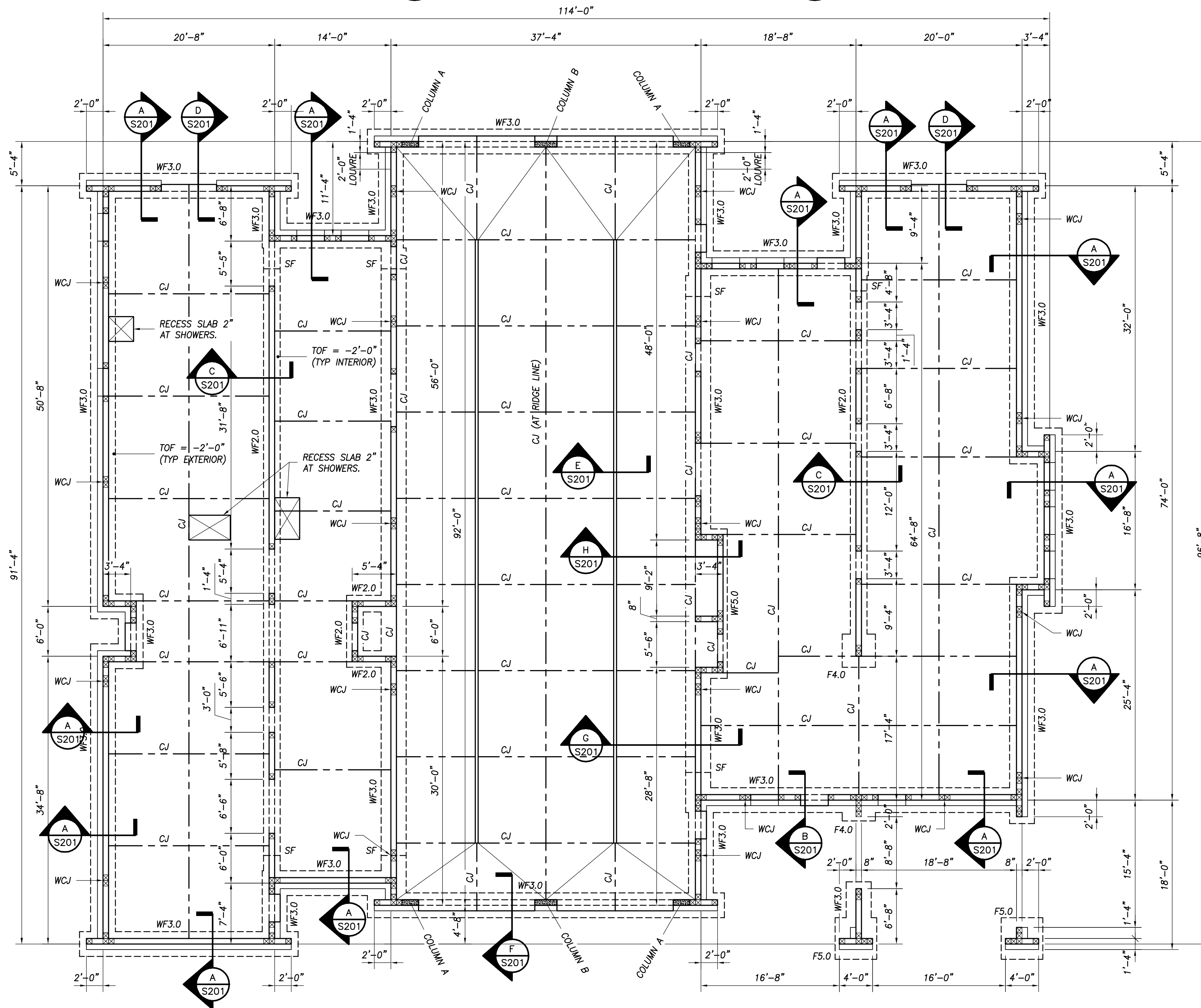
S002



COLUMN DETAIL A
3/4" = 1'-0"



COLUMN DETAIL B
3/4" = 1'-0"



ENGINE BAY SLAB-ON-GRADE CONSTRUCTION
8" THICK MINIMUM CAST-IN-PLACE 4000 PSI CONCRETE SLAB REINFORCED WITH #4 AT 16" O.C.E.W. TOP & BOTTOM SUPPORTED ON APPROVED CHAIRS AT 3'-0" O.C. EACH WAY MAXIMUM. POUR SLAB OVER VAPOR BARRIER PLACED ON COMPACTED SUBGRADE.

TYPICAL SLAB-ON-GRADE CONSTRUCTION
4" THICK MINIMUM CAST-IN-PLACE CONCRETE SLAB REINFORCED WITH 6x6 W1.4xW1.4 WWF SUPPORTED ON 2" APPROVED CHAIRS AT 3'-0" O.C. EACH WAY MAXIMUM. POUR SLAB OVER VAPOR BARRIER PLACED ON COMPACTED SUBGRADE.



FOUNDATION PLAN
SCALE 1/8" = 1'-0"

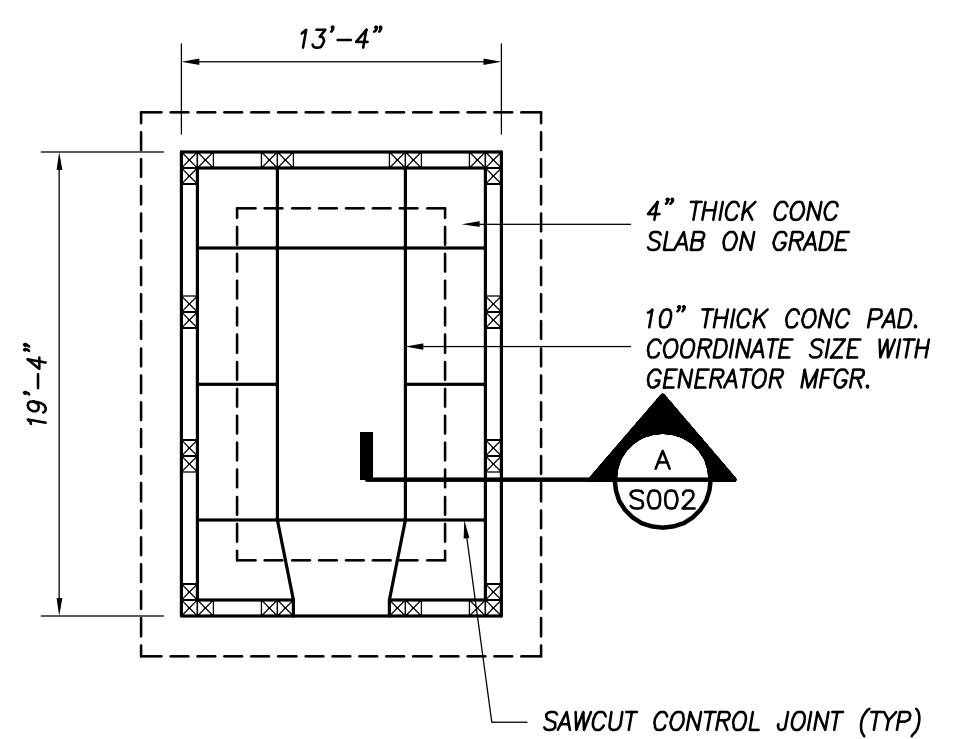
SPREAD FOOTING SCHEDULE

MARK	SIZE (LENGTH x WIDTH x DEPTH)	REINFORCING
F4.0	4'-0" x 4'-0" x 1'-0"	5-#5 E.W. BOTTOM
F5.0	5'-0" x 5'-0" x 1'-0"	6-#5 E.W. BOTTOM

WALL FOOTING SCHEDULE

MARK	SIZE (WIDTH x DEPTH)	REINFORCING
WF2.0	2'-0" x 1'-0"	3-#5 CONT & #5 TRANSVERSE AT 6" O.C.
WF3.0	3'-0" x 1'-0"	3-#5 CONT & #5 TRANSVERSE AT 6" O.C.
WF4.0	4'-0" x 1'-0"	4-#5 CONT & #5 TRANSVERSE AT 6" O.C.
WF5.0	5'-0" x 1'-0"	4-#5 CONT & #5 TRANSVERSE AT 6" O.C.

LEGEND:
WCJ INDICATES WALL CONTROL JOINT SEE S001 FOR TYPICAL DETAIL
CJ INDICATES SLAB CONTROL/CONSTRUCTION JOINT SEE S001 FOR TYPICAL DETAIL
SF INDICATES STEP FOOTING SEE S001 FOR TYPICAL DETAIL
☒ INDICATES REINFORCED CMU CELL SEE S001 FOR TYPICAL DETAIL
CONTRACTOR SHALL STEP FOOTING ELEVATION AS NECESSARY TO ALLOW UTILITIES TO PASS UNDER FOUNDATION WALL ABOVE FOOTING. DO NOT RUN UTILITIES THROUGH FOOTINGS. SEE S001 FOR DETAILS.



SEE ARCH OR CIVIL FOR LOCATION

GENERATOR ENCLOSURE

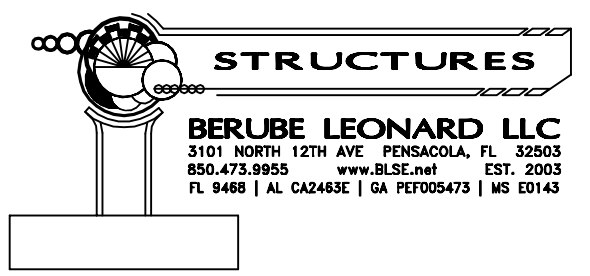
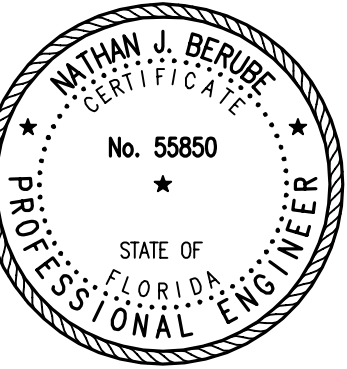
SCALE 1/8" = 1'-0"

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FOUNDATION PLAN

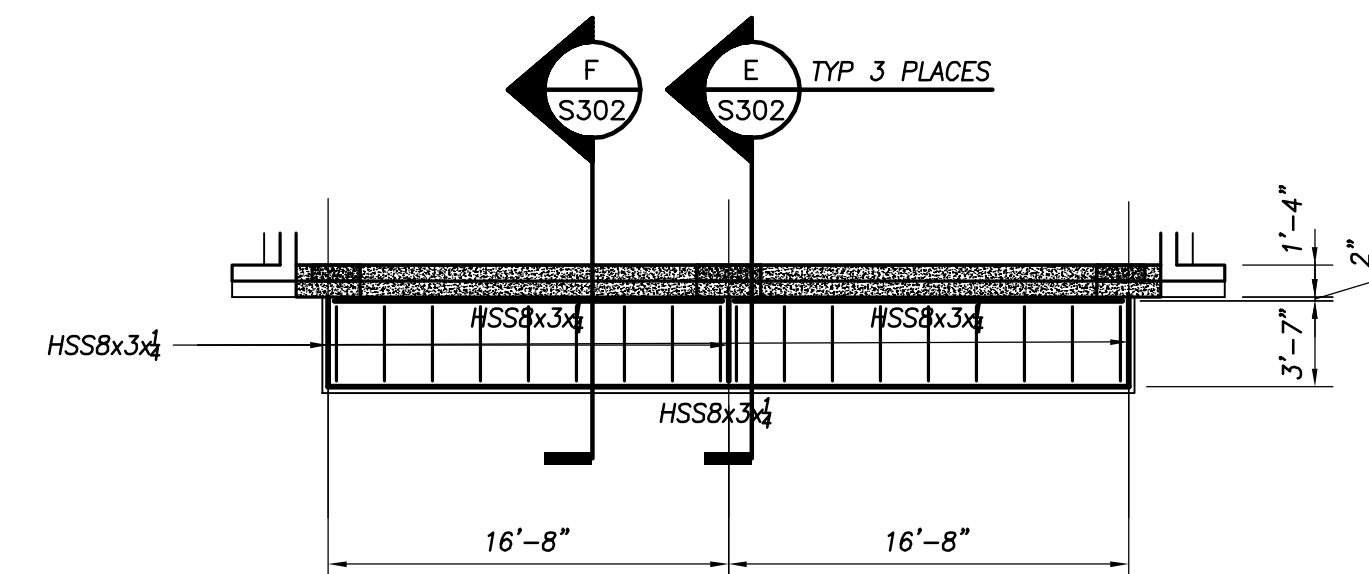
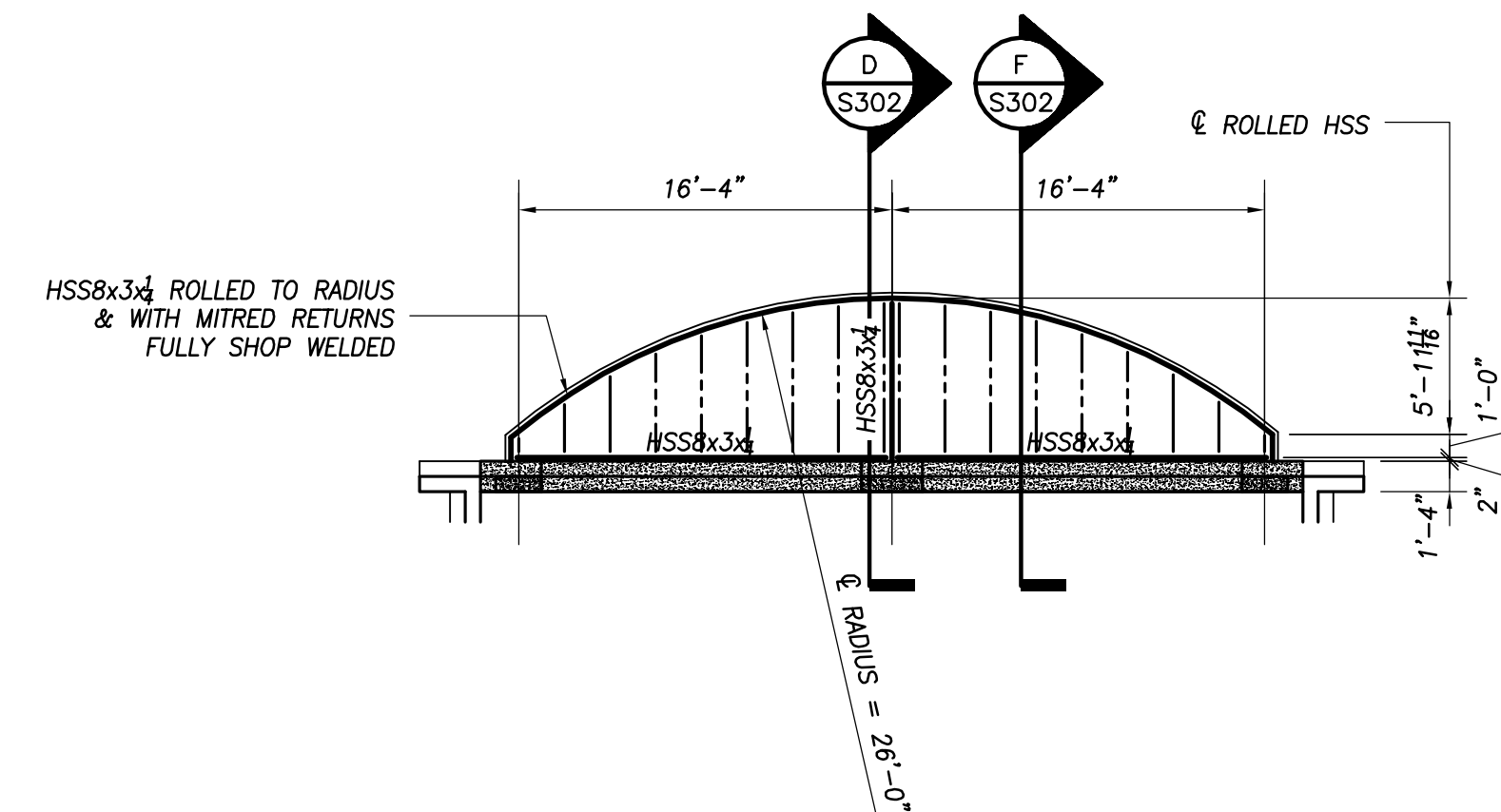
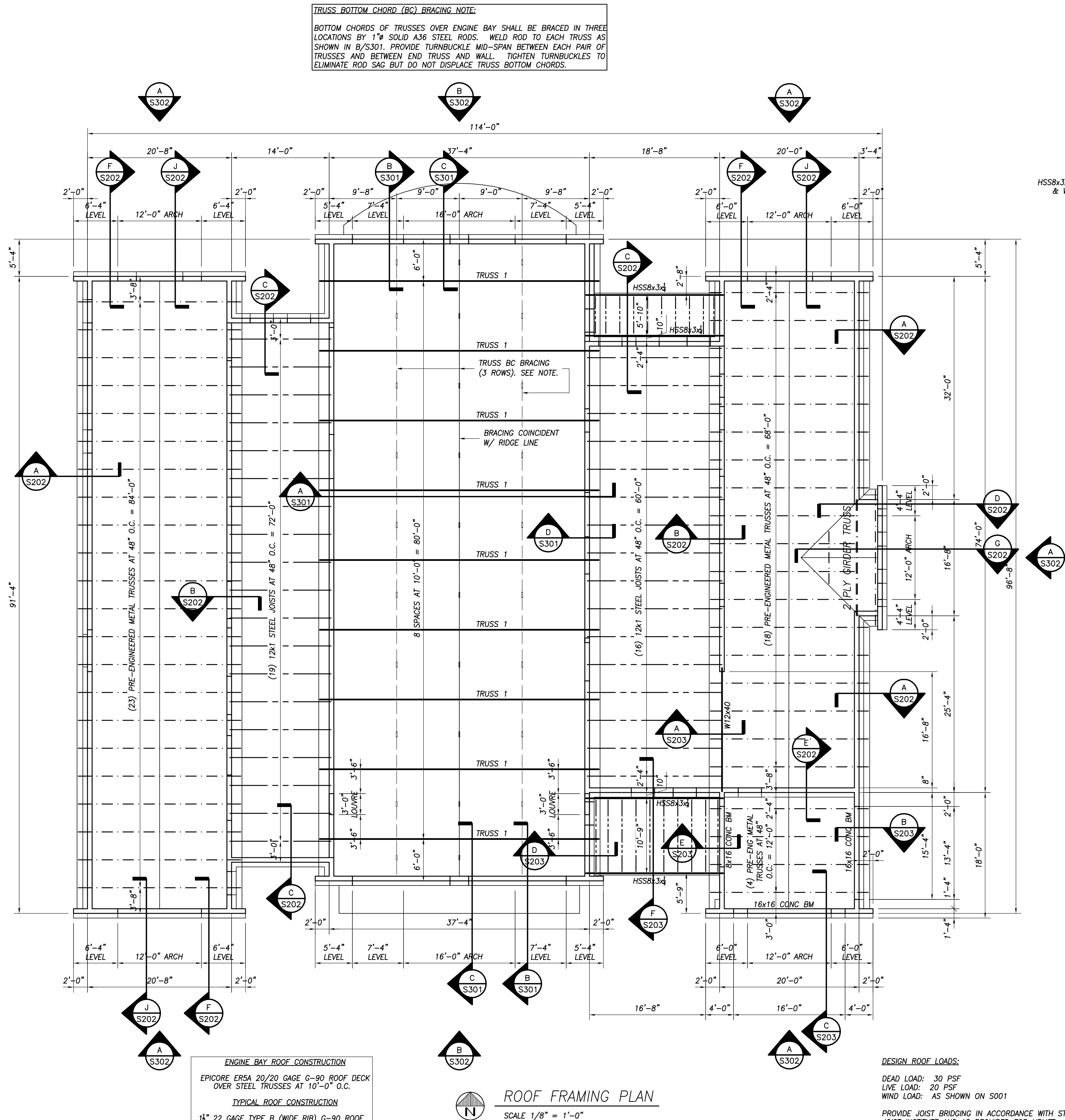
PENSACOLA FIRE DEPARTMENT
FIRE STATION #3
2750 SUMMIT BOULEVARD
PENSACOLA, FLORIDA 32503

Revision	



BID SET
Scale: AS NOTED
Date: 07.21.2017
Drawn: NJB
Checked: BLSE

S101



DESIGN ROOF LOADS:
 DEAD LOAD: 30 PSF
 LIVE LOAD: 20 PSF
 WIND LOAD: AS SHOWN ON S001

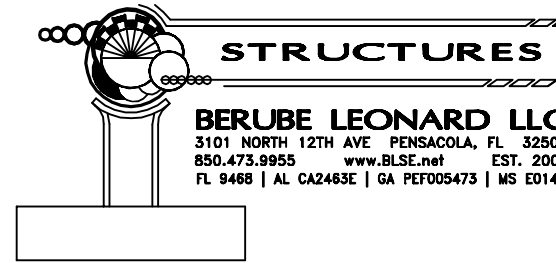
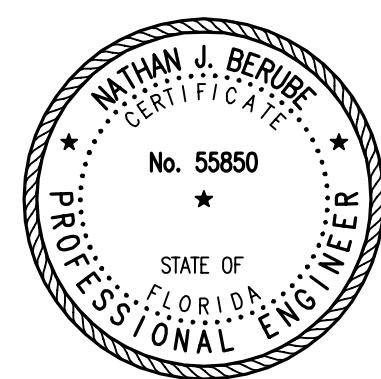
PROVIDE JOIST BRIDGING IN ACCORDANCE WITH STEEL JOIST INSTITUTE AND AS REQUIRED FOR UPLIFT.

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ROOF FRAMING PLAN

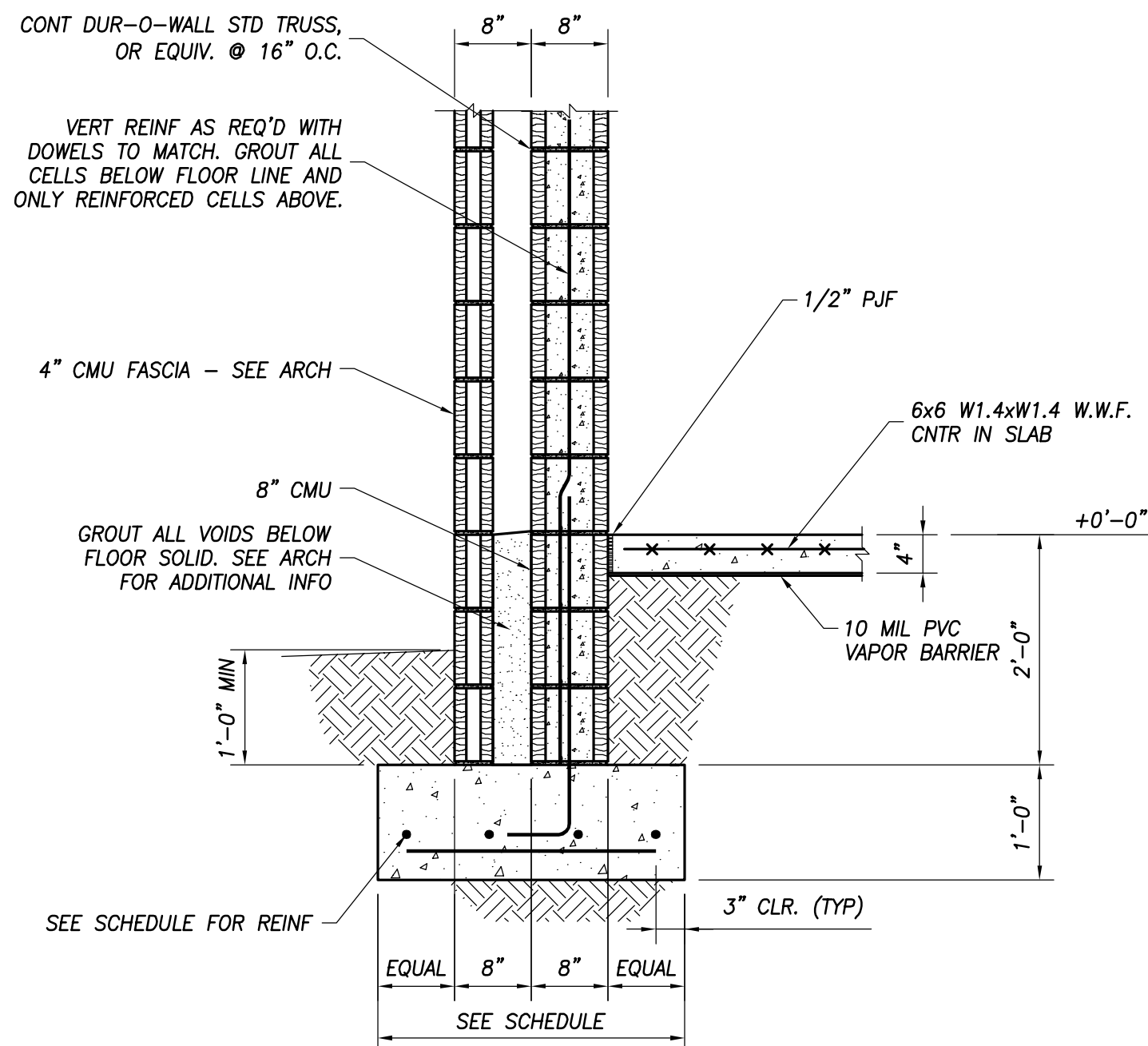
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 FIRE STATION #3
 2750 SUMMIT BOULEVARD
 PENSACOLA, FLORIDA 32503

Revision	

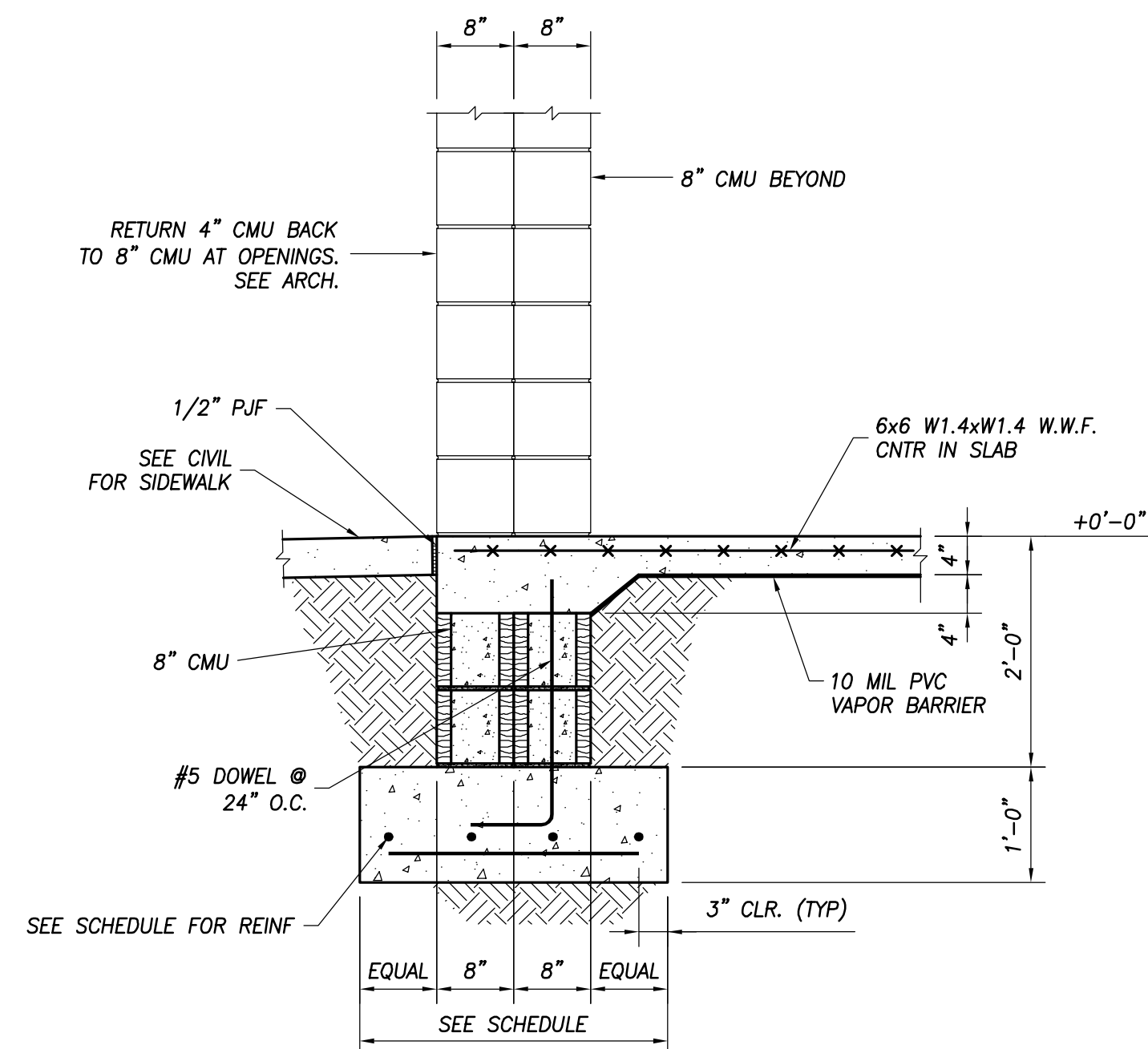


BID SET
Scale: AS NOTED
Date: 07.21.2017
Drawn: NJB
Checked: BLSE

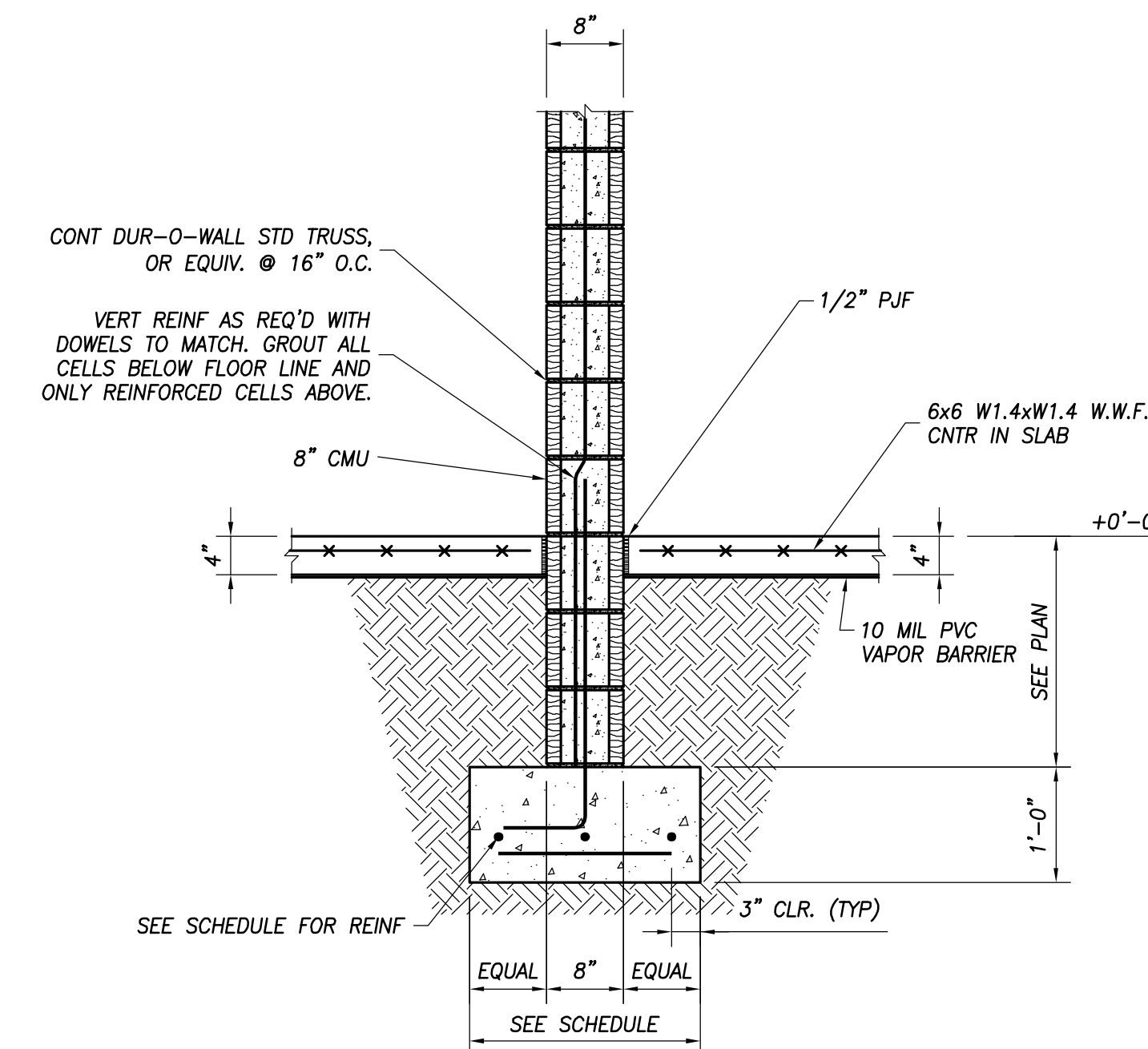
S102



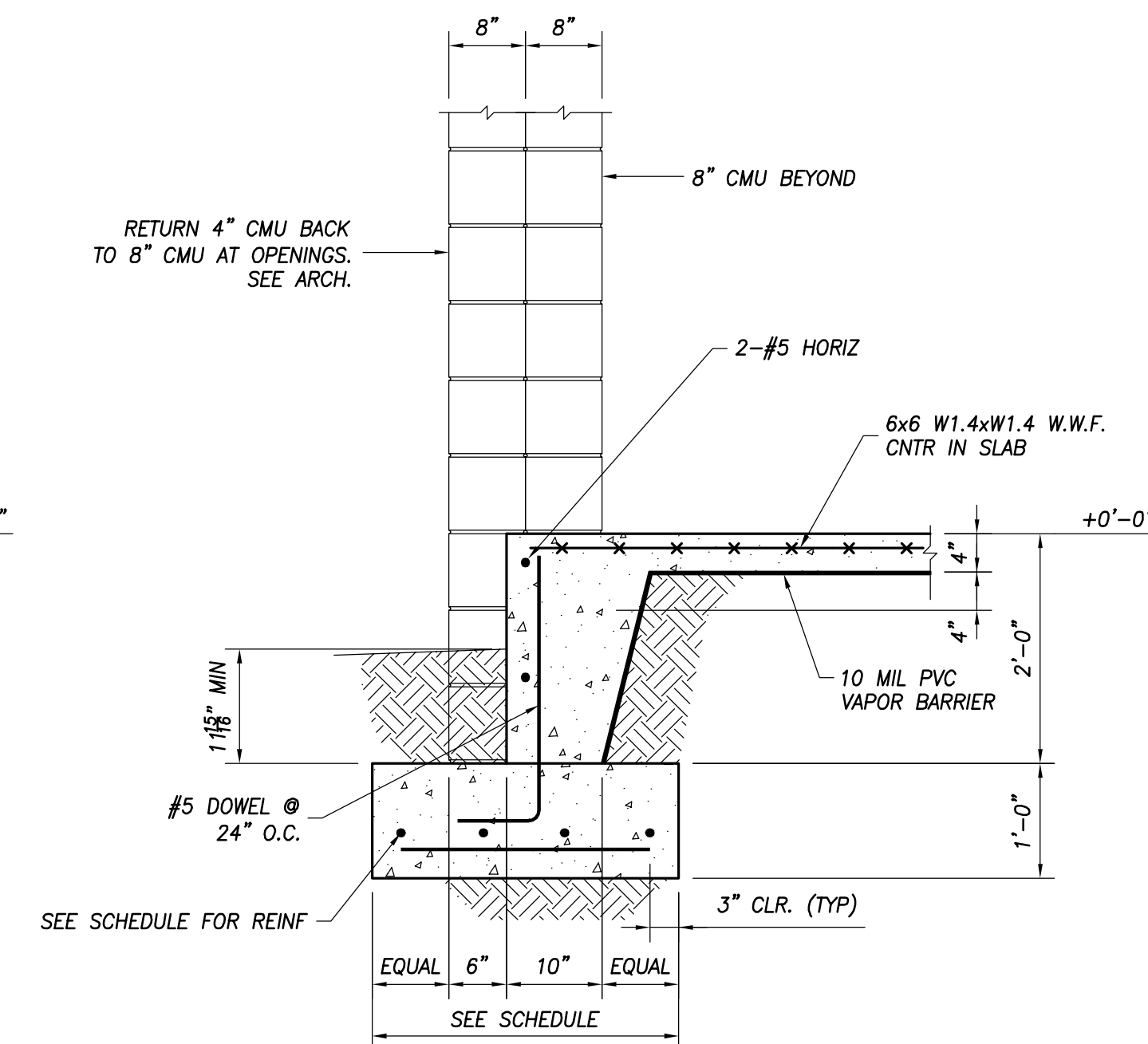
SECTION **A**
3/4" = 1'-0"
S201



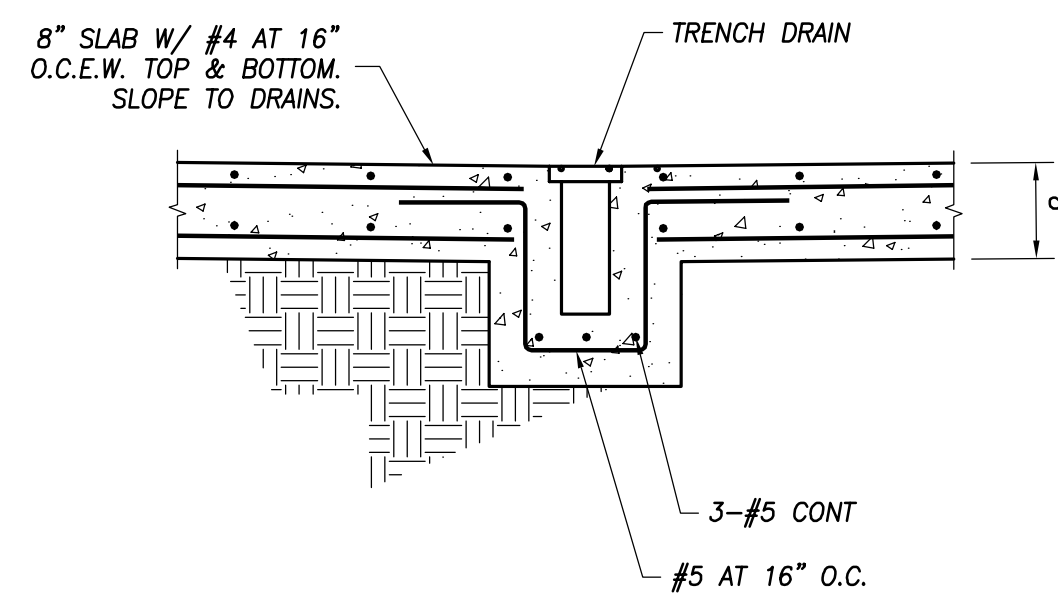
SECTION **B**
3/4" = 1'-0"
S201



SECTION **C**
3/4" = 1'-0"
S201

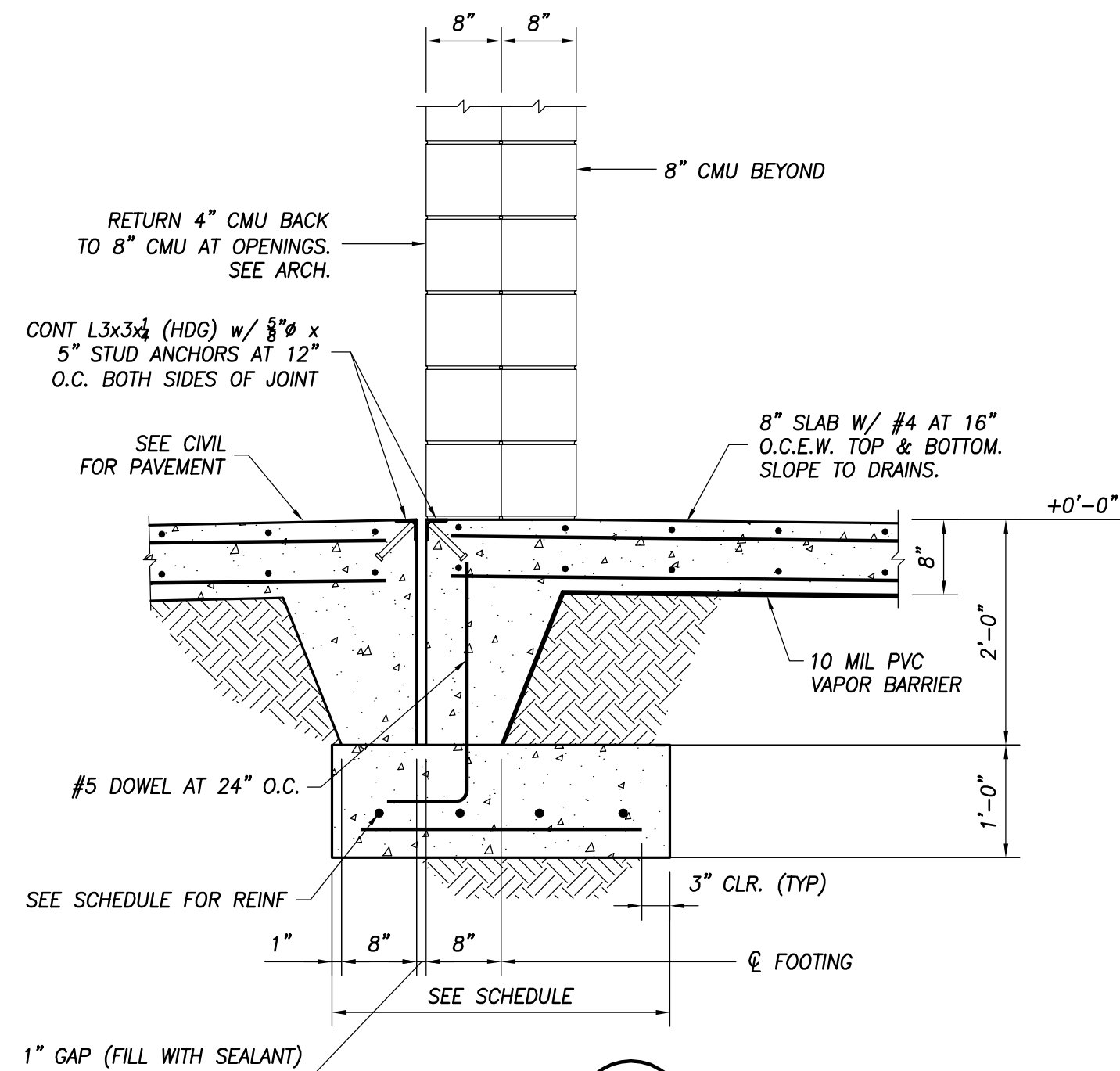


SECTION **D**
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S201

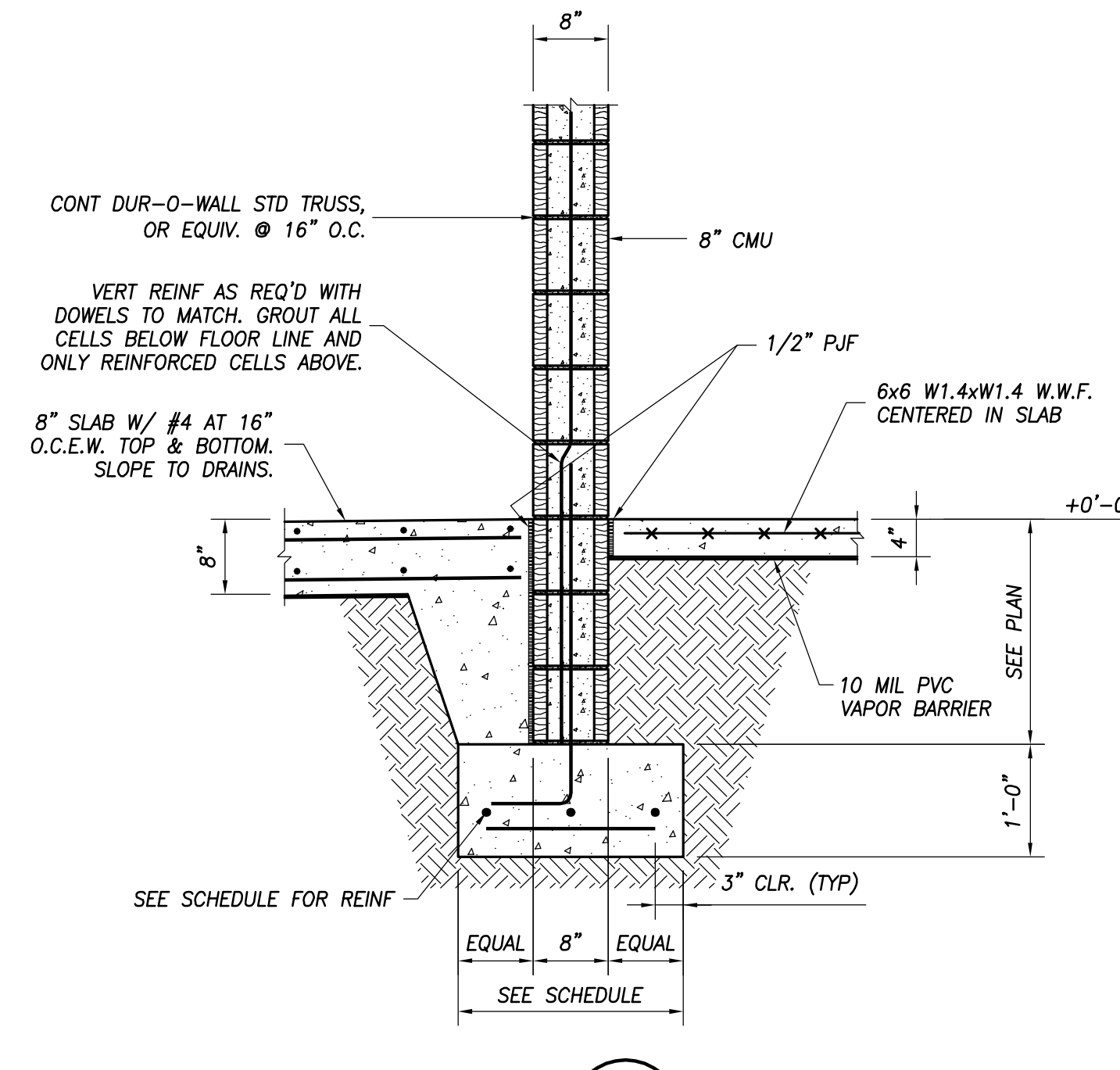


SECTION **E**
3/4" = 1'-0"
S201

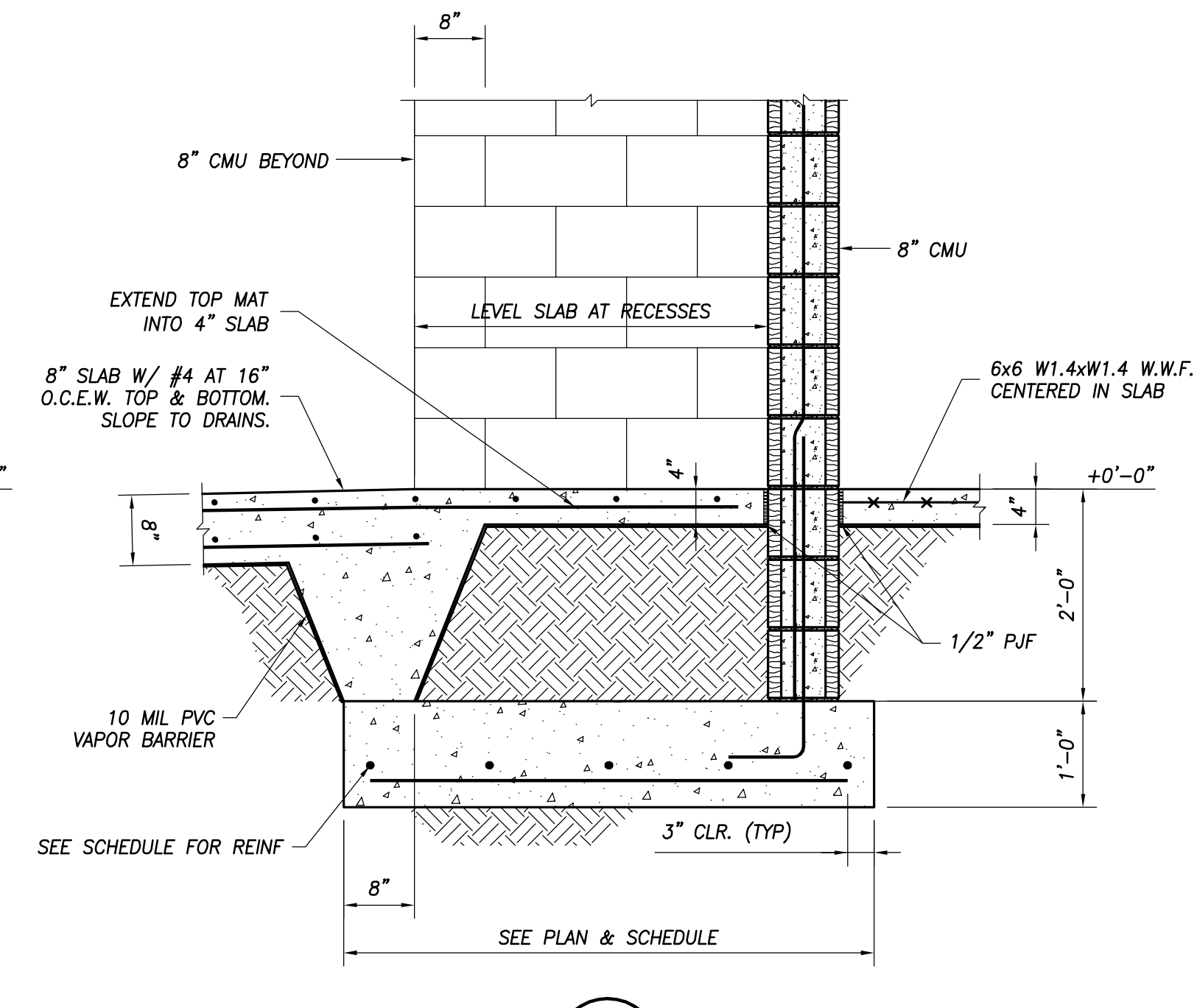
NOTE: SUPPORT REINFORCING IN APPARATUS ENGINE BAY SLAB THUS:
TOP MAT 1" TOP COVER
BOTTOM MAT 2" BOTTOM COVER
COAT APPARATUS BAY SLAB WITH SEALANT APPROVED BY PROJECT ARCHITECT.



SECTION **F**
3/4" = 1'-0"
S201



SECTION **G**
3/4" = 1'-0"
S201



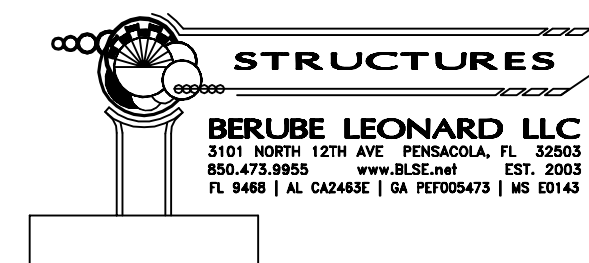
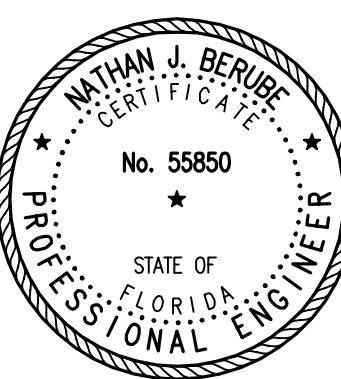
SECTION **H**
3/4" = 1'-0"
S201

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SECTIONS AND DETAILS

PENSACOLA FIRE DEPARTMENT
FIRE STATION #3
2750 SUMMIT BOULEVARD
PENSACOLA, FLORIDA 32503

Revision		



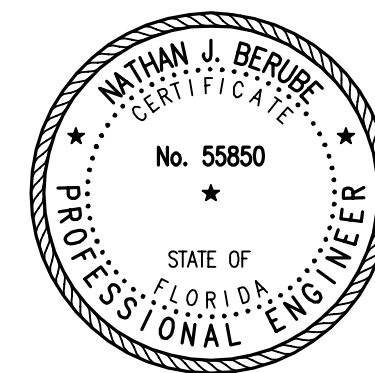
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Date:	Drawn: NJB
Drawn:	Checked: BLSE

S201

SECTIONS AND DETAILS

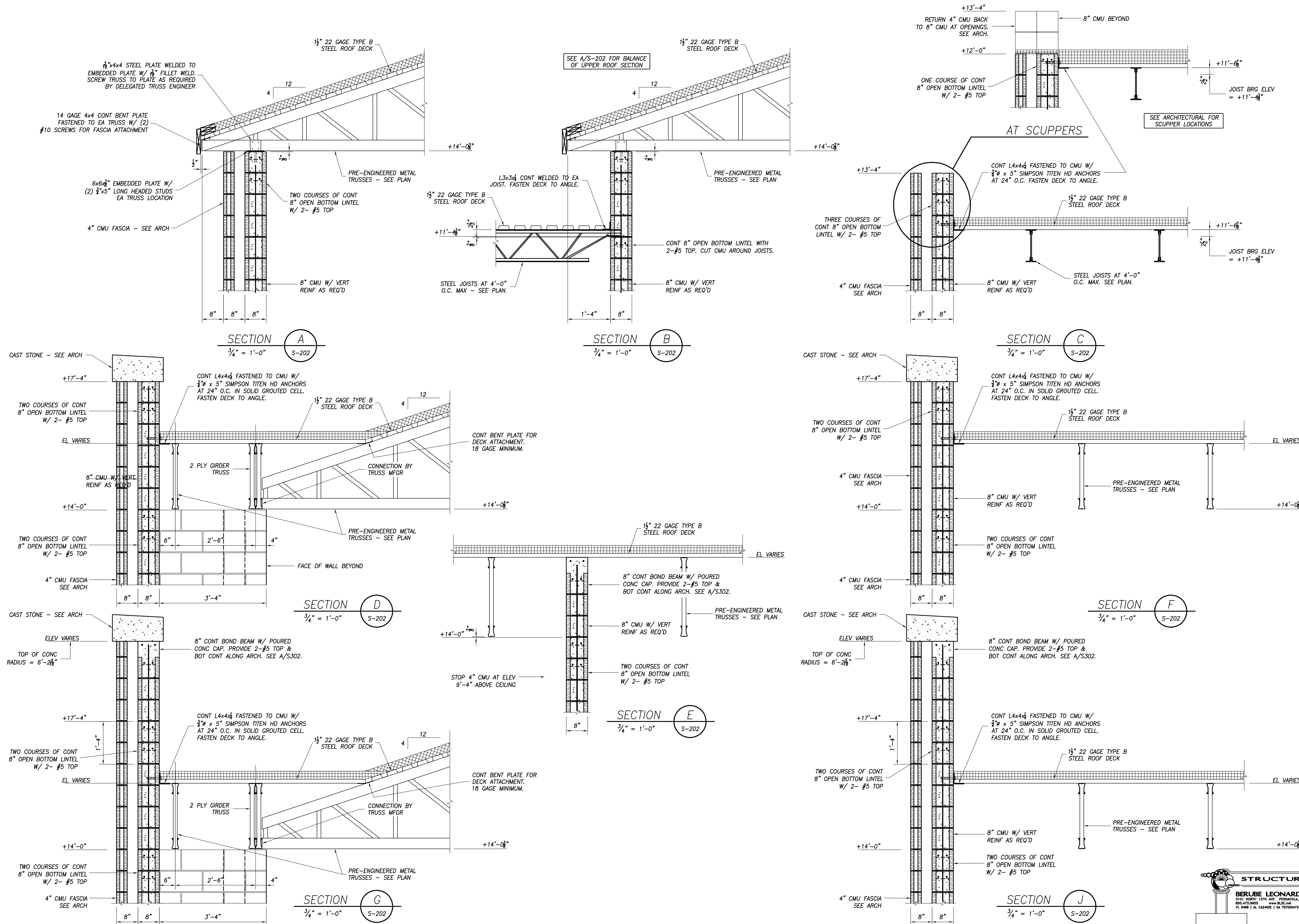
PENSACOLA FIRE DEPARTMENT
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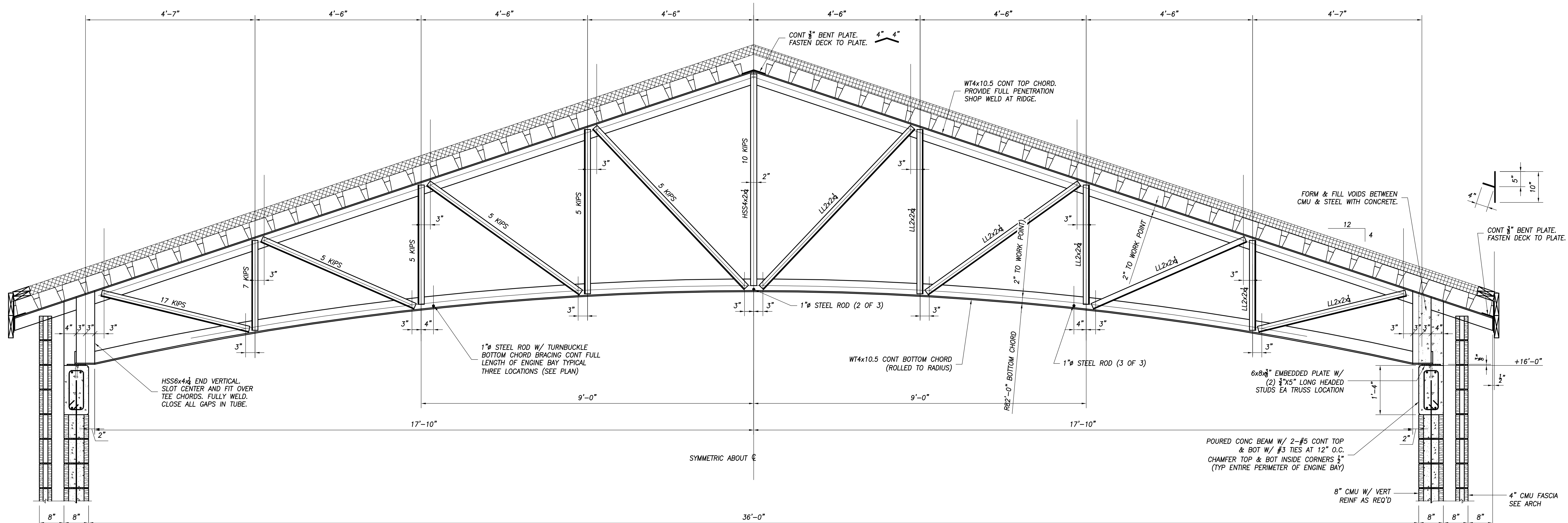
Revision	



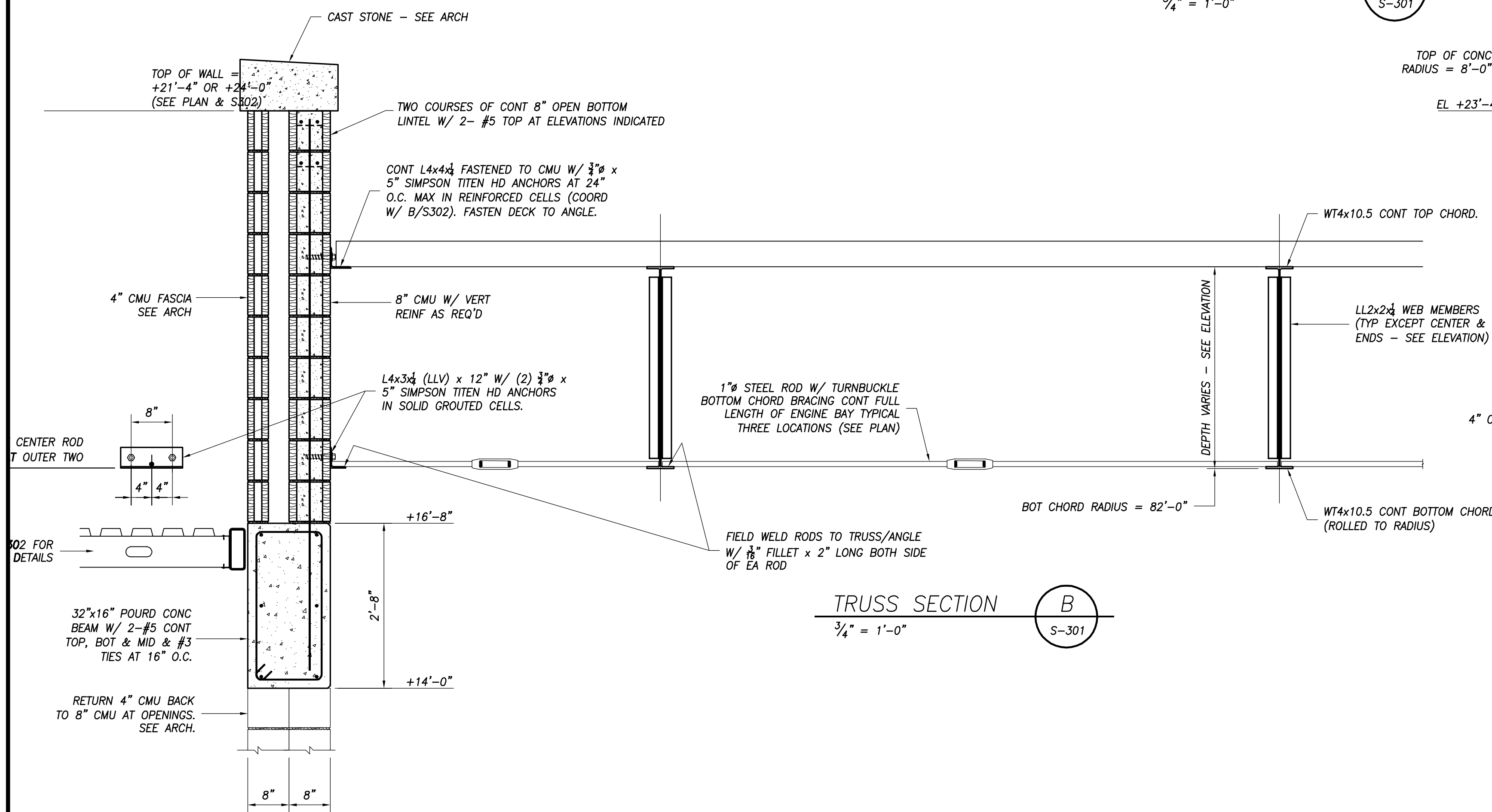
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S202

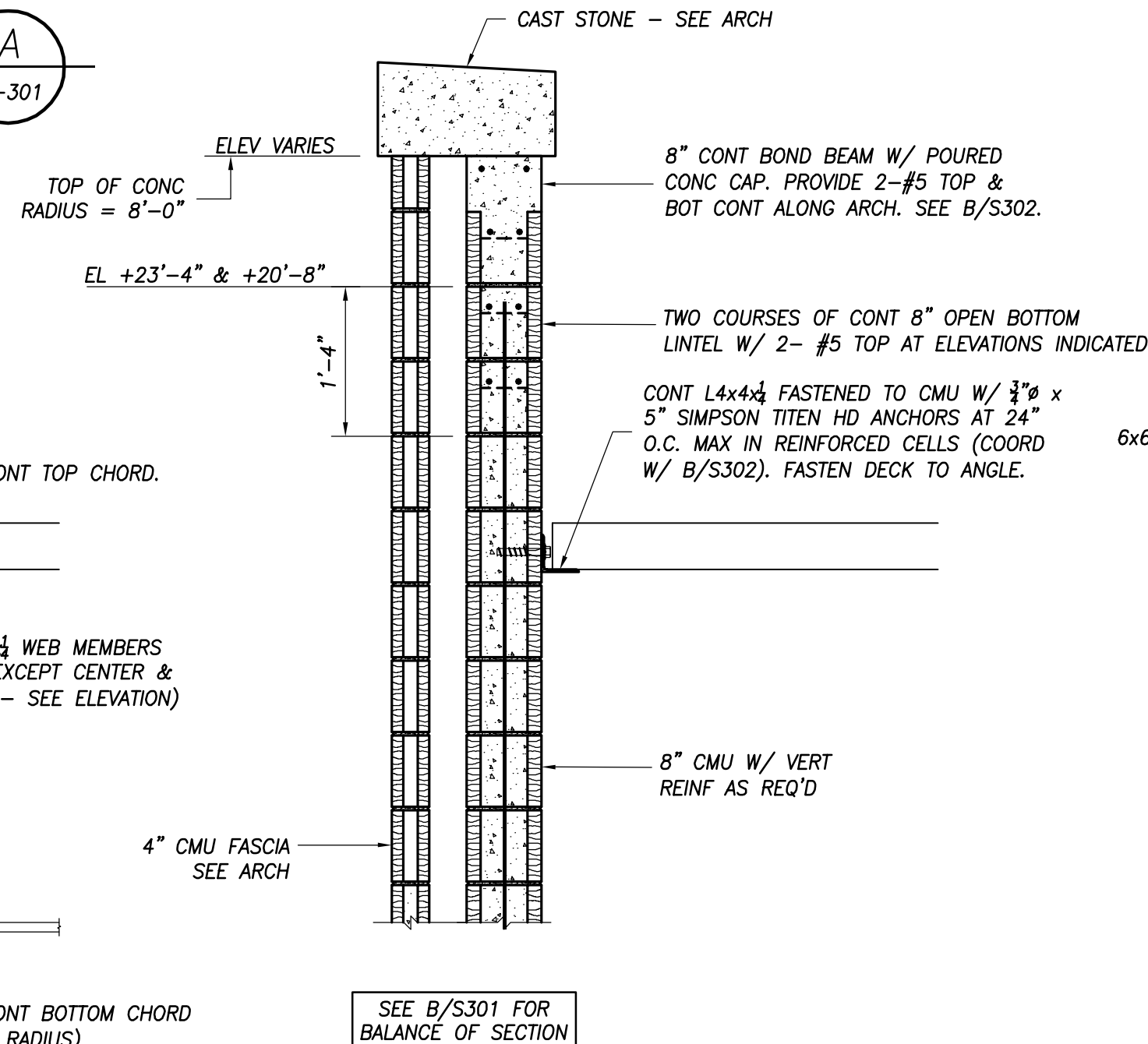




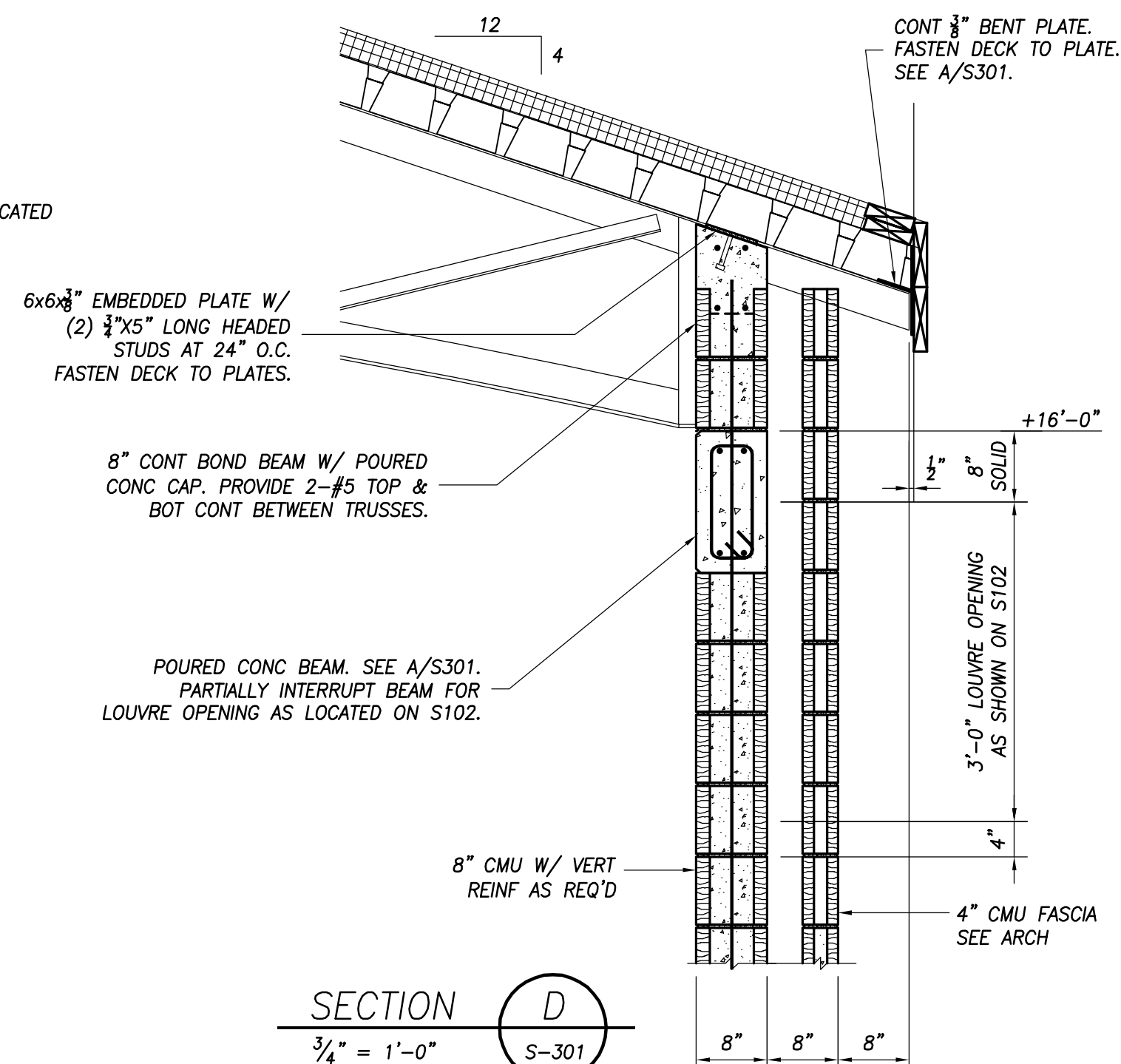
TRUSS ELEVATION A
 $\frac{3}{4}" = 1'-0"$ S-301



TRUSS SECTION B
 $\frac{3}{4}" = 1'-0"$ S-301



SECTION C
 $\frac{3}{4}" = 1'-0"$ S-301



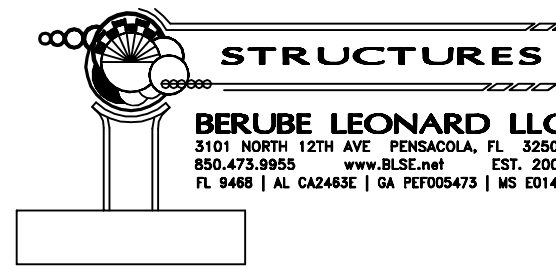
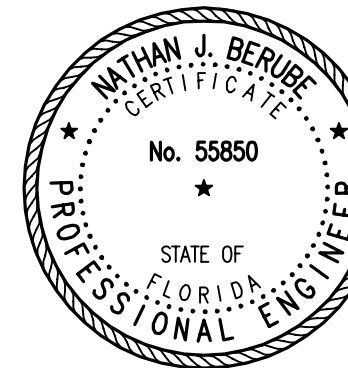
SECTION D
 $\frac{3}{4}" = 1'-0"$ S-301

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TRUSS ELEVATION
 AND DETAILS

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S301

Appendix D: Solar Feasibility Study

Project:	Pensacola – Solar Feasibility		
Our reference:	502100054-031		
Prepared by:	Andrew Gibbs	Date:	2022/02/15
	Mateo Ramos		
Approved by:	Andrew Gibbs	Checked by:	Kevin Morgan
Subject:	Solar Feasibility		

1 Introduction

This Technical note is to address feasibility of solar photovoltaic (PV) power at sites designated by the City of Pensacola. This memo encompasses performance estimates, site impact of PV installation, and includes methodology utilized to determine feasibility of the sites.

2 Methodology

The following sections discuss the process followed to develop the feasibility study.

2.1 Mapping Areas on Sites for PV Installation

The team utilized AutoCAD and its Online Map Data to import a to-scale aerial view of the designated sites. Areas where PV panels can be mounted were mapped out in AutoCAD, these areas are indicated as Max Area. We used Google Earth to identify the Sun's path, and roof geometry. As a result, new practical areas were drawn with consideration of the present shadows.

2.2 Estimating the Performance of PV Installation

We used PVWatts® to determine potential power (kW) size for each site by multiplying the practical area, standard module efficiency, and standard module power. PVWatts® is a web application developed by the National Renewable Energy Laboratory (NREL) that estimates the electricity production of a grid-connected roof- or ground-mounted PV system based on location and the system size.

2.3 Determining a Feasible System Size

Based on the Florida Power and Lighting (FPL) energy bill data provided to us by the City, we were able to approximate the average annual kilowatt hours (kWh) used by each site and convert that value into an equivalent PV system size. To determine a feasible system size, we compared the two system sizes and used the lesser amount. This is based on the current limitations of power production under a net metering agreement with FPL. In general, only 110% of the kWh used would be allowed per meter in the FPL net metering agreement. So, while a building or site may be able produce much more than is consumed, there will be limitations to the size.

3 Summary of Findings

The table below summarizes the practical area in ft^2 for each building as well as the associated PV size that could be generated.

Table 3.1: Working Feasibility Data

Site Name	Practical Area (ft ²)	Potential PV System Size (kW)	Avg kWh used system Size (kW)	Site Calculated Size (kW)	Feasible Power Size (kW)	Added Percent Renewable Per Site	Percent towards 30% goal	Budget Installation
Airport	98744.05	13760	TBD	TBD	TBD		TBD	
Blue Wahoos Stadium	9991.81	139.24	698	139.2	139	20%	0.75%	\$348,100.92
Fire Administration Building/ Fire Station 1	5938.94	82.73	204	82.8	82	41%	0.44%	\$206,904.50
Fire Station 2	10561.83	147.18	91	147.2	91	100%	0.49%	\$226,310.95
Fire Station 3	6758.64	94.18	64	94.2	64	100%	0.35%	\$161,125.76
Fire Station 4	12362.45	172.27`	87	172.3	87	100%	0.47%	\$218,730.55
Fricker Community Center	8921.09	124.31	176	124.3	124	71%	0.67%	\$310,798.51
Housing Department	6828.61	95.15	53	95.2	53	100%	0.29%	\$133,448.43
Malcolm Youge Center	9607.25	133.88	88	133.9	88	100%	0.47%	\$220,124.02
Osceola Golf Course & Club House	16954.16	644.78	201	881.0	201	100%	1.09%	\$501,258.52
Pensacola Energy Operations Center	23066.57	321.44	221	321.4	221	100%	1.18%	\$552,059.05
Port of Pensacola, Admin Bldg	1603.94	22.35	28	1640.6	22	81%	0.15%	\$55,879.06
Port of Pensacola, Warehouse #4	46438.79	647.14	24	1640.6	24	100%	0.13%	\$60,551.03
Port of Pensacola, Warehouse #8	69688	971.13	148	1640.6	148	100%	0.80%	\$369,970.19
PPD	15160.52	211.26	980	211.3	211	22%	1.14%	\$528,171.67
Roger Scott Athletic Complex	1919.44	26.74	64	304.0	27	42%	0.34%	\$66,870.65
Roger Scott Tennis Center	1909.14	26.60	466	304.0	27	6%	1.62%	\$66,511.81
Vickrey Resource Center	17986.48	250.64	222	304.0	222	100%	1.21%	\$554,056.23
Field Service Center	27560.13	384.06	386	1219.2	384	100%	2.09%	\$960,157.03
Fleet Garage	17992.85	250.73	72	1219.2	72	100%	0.39%	\$181,244.58
Sanitation	5412.36	75.42	111	1219.2	75	68%	0.60%	\$188,559.18
Second Garage at FSC	8644.76	120.46	19	1219.2	19	100%	0.10%	\$47,542.83
Parks Shed at FSC	10651.81	148.43	22	1219.2	22	100%	0.12%	\$54,927.26
Transfer station	12775.67	178.03	2	1219.2	2	100%	0.01%	\$7,787.12
Sanders Beach Community Center	9899.04	137.94	164	137.9	138	84%	0.74%	\$344,868.94
Theophilis May Community Center	9668.45	134.73	105	168.2	105	100%	0.56%	\$263,111.27
Totals:					3981.3		16%%	\$7,632,089.68

Practical Area (ft^2)	The area available at a site that could support a solar install.
Potential PV System Size (kW)	The size of PV system that could fit given the area available.
Avg kWh used system Size (kW)	The size of PV system required to meet 100% of the site's energy needs, based on provided data.
Site Calculated Size (kW)	The size of PV system that could fit given the size of the grouped site.
Feasible Power Size (kW)	The size of PV system that could be installed to meet as much of the site's energy needs as possible.
Added Percent Renewable Per Site	The percentage of renewable energy that the feasible PV system could provide to a site.
Percent towards 30% goal	The percentage of renewable energy that the feasible PV system could provide towards the City's 30% renewable energy goal.
Budget Installion	The estimated cost of installation for the feasible PV system.

3.1 System Value

Almost two-thirds of the sites in **Table 3.1** can have PV systems installed to meet average annual kWh usage, with the capability to expand beyond demand and generate credit.

3.2 Single Systems

The following sites could have roof-mounted PV systems installed that would supply the average kWh used per year: Fire Stations 2, 3, & 4, Housing Department building, Malcolm Young Center, Pensacola Energy Operations Center, and Theophilis May Community Center.

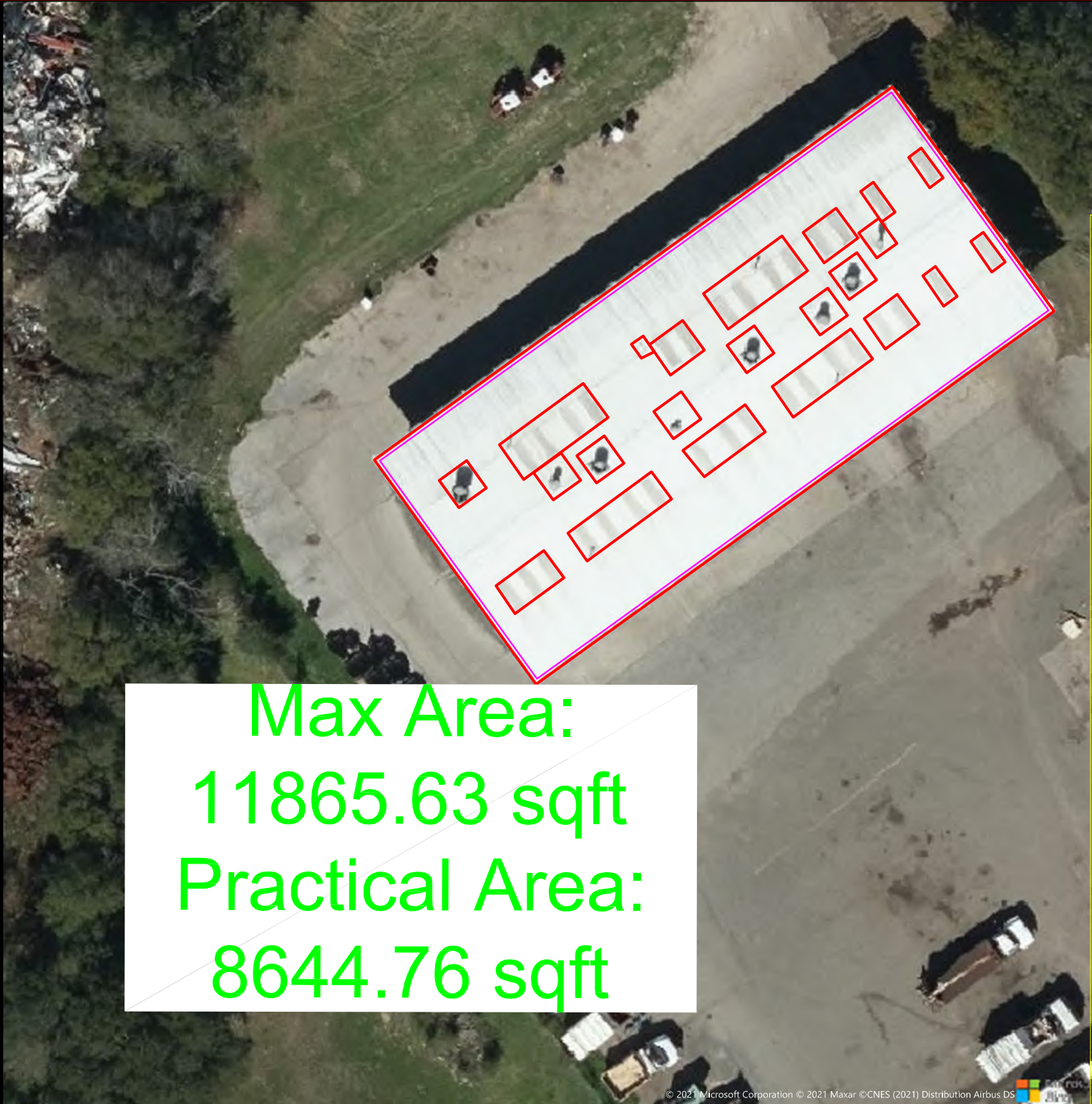
3.3 Campus Systems

Campuses are a group of buildings sub-fed by a shared meter. The Fire Administration building and Fire Station 1 (FS1) currently are sub-fed from the same meter and could have roof-mounted PV systems installed that supply almost half of the average kWh used per year.

Though these buildings are not campuses, they are located on adjacent properties. The Port of Pensacola has many buildings on separate meters that could be combined in one of two ways to have roof-mounted PV systems installed that can meet demand. One way would be to re-work the head-end electrical equipment and create a single campus-wide meter. Combining these under one meter would lead to higher costs and extend any payback period. The second approach would be to use the largest building on the site as the location for the majority of the solar arrays. Instead of feeding only the one building, feeders from that larger array could be fed to the other buildings on site that have individual meters and tied-in to those systems. Doing so does pose some concerns for meeting the requirements of Article 225 of the National Electric Code. Something that would easily be addressed during a design phase.

Similarly, the following sites could be combined onto one meter to meet demand: Field Service Center, Fleet Garage, Parks Shed at FSC, Sanitation, Second Garage at FSC, and Transfer Station. The Roger Scott Tennis Center and Vickery Resource Center could also be reworked to share one meter and have a PV system that almost meets demand.

Account Number	Group	Building or Site Name	Area Type	Maximum Area	Practical Roof Area	Potential Carport Area	Potential Roof kW Size	PVWatts kWh/yr	Approx. kWh/yr used	AVG \$/kWh	Hours	Building Used kW	Size Site Calculated kW	Feasible kW	Added percent Renewable	Percent towards goal	Budget Install
	Airport	Airport Ground	Ground		96333.97		13424	19,895,098				1,482	0.0	0.0	0.0 -	- \$	-
	Airport	Airport S. Parking L:ot	Carport		24110.84		336	497,945				1,482	0.0	0.0	0.0 -	- \$	-
	Commerdencia St Lot	Commerdencia St Lot	Carport		27943.44		389	571,027		0.15		1,466	0.0	0.0	0.0 -	- \$	-
2105467910	East Pensacola Heights clubhouse	East Pensacola Heights clubhouse	Roof	3500	0		49	72,285	27,532	0.28		1,482	18.6	48.8	18.6	100%	0.10% \$ 46,442.82
2105303941	Fire Admin	Fire Administration Building	Roof	10118.75	3100.64		43	63,121	297,440	0.11		1,461	203.6	82.8	82.8	41%	0.44% \$ 206,904.50
2105303941	Fire Admin	Fire Station 1	Roof	18251.39	2838.3		40	57,249		0.11		1,447	0.0	0.0	0.0 -	- \$	-
2100953211	Fire Station 2	Fire Station 2	Roof	13100.23	10561.83		147	216,754	133,313	0.09		1,473	90.5	147.2	90.5	100%	0.49% \$ 226,310.95
2107799070	Fire Station 3	Fire Station 3	Roof	10434.55	6758.64		94	139,617	95,540	0.12		1,482	64.5	94.2	64.5	100%	0.35% \$ 161,125.76
2102983968	Fire Station 4	Fire Station 4	Roof	13957.32	12362.45		172	253,885	128,938	0.10		1,474	87.5	172.3	87.5	100%	0.47% \$ 218,730.55
2104833682/2102965296	Fricker Community Center	Fricker Community Center	Roof	22058.8	8921.09		124	182,024	257,608	0.11		1,464	175.9	124.3	124.3	71%	0.67% \$ 310,798.51
2106436740/2102624448	Golf	Osceola Club House	Carport		14075.46		196	285,644		0.10		1,456	0.0	0.0	0.0 -	- \$	-
2106436740/2102624448	Golf	Osceola Club House	Roofs		2878.7		40	58,295		0.10		1,453	0.0	0.0	0.0 -	- \$	-
2106436740/2102624448	Golf	Osceola Golf Course	Ground	46269.39			645	955,841	297,230	0.10		1,482	200.5	881.0	200.5	100%	1.09% \$ 501,258.52
2104975418	Highland Terrace Park	Highland Terrace Park	Roof	15410.02	7166.55		100	145,977	2,373	0.15		1,462	1.6	99.9	1.6	100%	0.01% \$ 5,680.95
2101950109	Housing Department	Housing Department	Roof	9068.48	6828.61		95	139,454	78,226	0.12		1,465	53.4	95.2	53.4	100%	0.29% \$ 133,448.43
	Jefferson Lot	Jefferson Lot	Carport		38121.08		531	779,474		0.15		1,467	0.0	0.0	0.0 -	- \$	-
	Jefferson St Garage	Jefferson St Garage	Carport	34548.8	29361.67	17620.39	409	600,386		0.15		1,467	0.0	0.0	0.0 -	- \$	-
2105586214	Legion Field	Legion Field	Roof	3594.6	2404.25		34	48,442	33,170	0.14		1,446	22.9	168.2	22.9	100%	0.12% \$ 57,354.04
2104230889	Legion Field	Theophilis May Community Center	Roof	16001.82	9668.45		135	196,703	153,650	0.12		1,460	105.2	168.2	105.2	100%	0.56% \$ 263,111.27
2106543909	Malcolm Youge Center	Malcolm Youge Center	Roof	10008.08	9607.25		134	195,235	128,400	0.12		1,458	88.0	133.9	88.0	100%	0.47% \$ 220,124.02
351	Maritime Park	Blue Wahoos Stadium	Roof	31745.02	9991.81		139	204,043	1,023,413	0.09		1,465	698.4	139.2	139.2	20%	0.75% \$ 348,100.92
	N Palafox Lot	N Palafox Lot	Carport		10076.44		140	207,472		0.15		1,478	0.0	0.0	0.0 -	- \$	-
2108646726	Pensacola Energy Operations Center	Pensacola Energy Operations Center	Roof	29204.93	23066.57		321	468,555	321,886	0.21		1,458	220.8	321.4	220.8	100%	1.18% \$ 552,059.05
700S	Port	Port of Pensacola, Admin Bldg	Roof	2782.97	1603.94		22	32,295	39,921	0.15		1,445	27.6	1640.6	27.6	100%	0.15% \$ 69,074.10
2105561134	Port	Port of Pensacola, Warehouse #4	Roof	90367.9	46438.79		647	949,754	35,546	0.20		1,468	24.2	1640.6	24.2	100%	0.13% \$ 60,551.03
2103278871	Port	Port of Pensacola, Warehouse #8	Roof	116280.81	69688		971	1,425,365	217,207	0.03		1,468	148.0	1640.6	148.0	100%	0.80% \$ 369,970.19
2105891903	PPD	PPD	Roof	25554.61	15160.52		211	309,734	1,437,168	0.09		1,466	980.3	211.3	211.3	22%	1.14% \$ 528,171.67
	Public Works	Code Enforcement	Roof	5272.57	4454.1		62	91,420		0.15		1,473	0.0	0.0	0.0 -	- \$	-
2103447450	Public Works	Field Service Center	Roof	33118.46	27560.13		384	566,215	568,853	0.10		1,474	385.9	1219.2	385.9	100%	2.09% \$ 964,630.41
2107790392	Public Works	Fleet Garage	Roof	23291.43	17992.85		251	368,630	106,585	0.11		1,470	72.5	1219.2	72.5	100%	0.39% \$ 181,244.58
2105592360	Public Works	Parks Shed at FSC	Roof	11223.01	10651.81		148	218,229	32,301	0.13		1,470	22.0	1219.2	22.0	100%	0.12% \$ 54,927.26
2107731651	Public Works	Sanitation	Roof	7145.24	5412.36		75	110,589	162,826	0.13		1,466	111.1	1219.2	111.1	100%	0.60% \$ 277,625.60
2104593427	Public Works	Second Garage at FSC	Roof	11865.63	8644.76		120	176,942	27,932	0.13		1,469	19.0	1219.2	19.0	100%	0.10% \$ 47,542.83
2101795496	Public Works	Transfer station	Roof	12953.51	12775.67		178	262,464	3,280	0.07		1,474	2.2	1219.2	2.2	100%	0.01% \$ 7,787.12
2106567346/2107274397/2104164781/	Roger Scott	Roger Scott Athletic Complex	Roof	3612.74	1919.44		27	38,618	92,506	0.33		1,444	64.1	304.0	64.1	100%	0.34% \$ 160,182.72
2107274397	Roger Scott	Roger Scott Tennis Center	Roof	2635.68	1909.14		27	38,618	676,554	0.21		1,452	466.1	304.0	304.0	65%	1.62% \$ 760,006.69
2101906622	Roger Scott	Vickrey Resource Center	Roof	26000	17986.48		251	371,322	328,320	0.17		1,481	221.6	304.0	221.6	100%	1.21% \$ 554,056.23
2105006627/2102116015	Sanders Beach Community Center	Sanders Beach Community Center	Roof	22756.16	9899.04		138	201,107	238,481	0.12		1,458	163.6	137.9	137.9	84%	0.74% \$ 344,868.94
												6,946,198	4739.7	3051.3	64%	16%	\$ 7,632,089.68



Max Area:
11865.63 sqft
Practical Area:
8644.76 sqft

FIELD SERVICE CENTER SECOND GARAGE ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

125

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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BLUE WAHOOS STADIUM ROOF
MAXIMUM AREA AND PRACTICAL AREA

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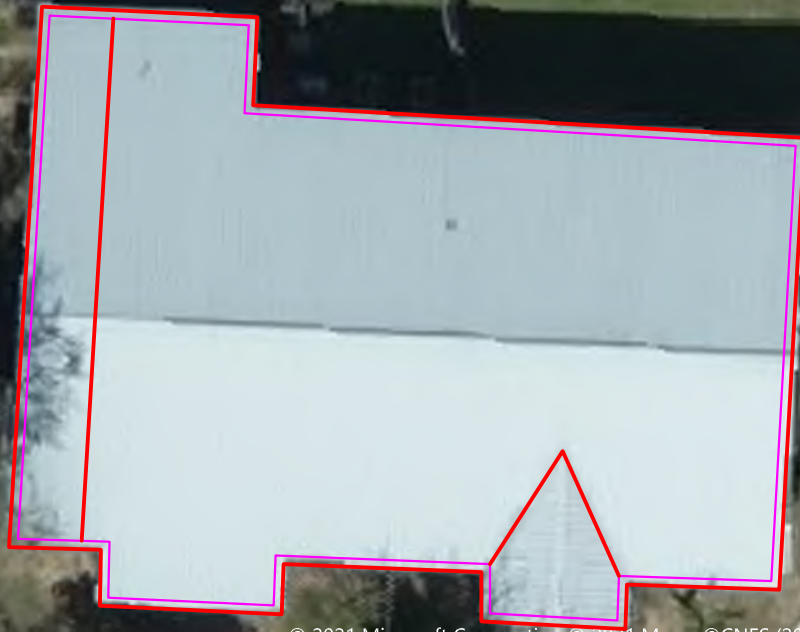
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SHEET:
126
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PROJECT ENGINEER: NMB
PROJECT MANAGER:

Max Area:
5272.57 sqft
Practical Area:
4454.10 sqft



CODE ENFORCEMENT ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

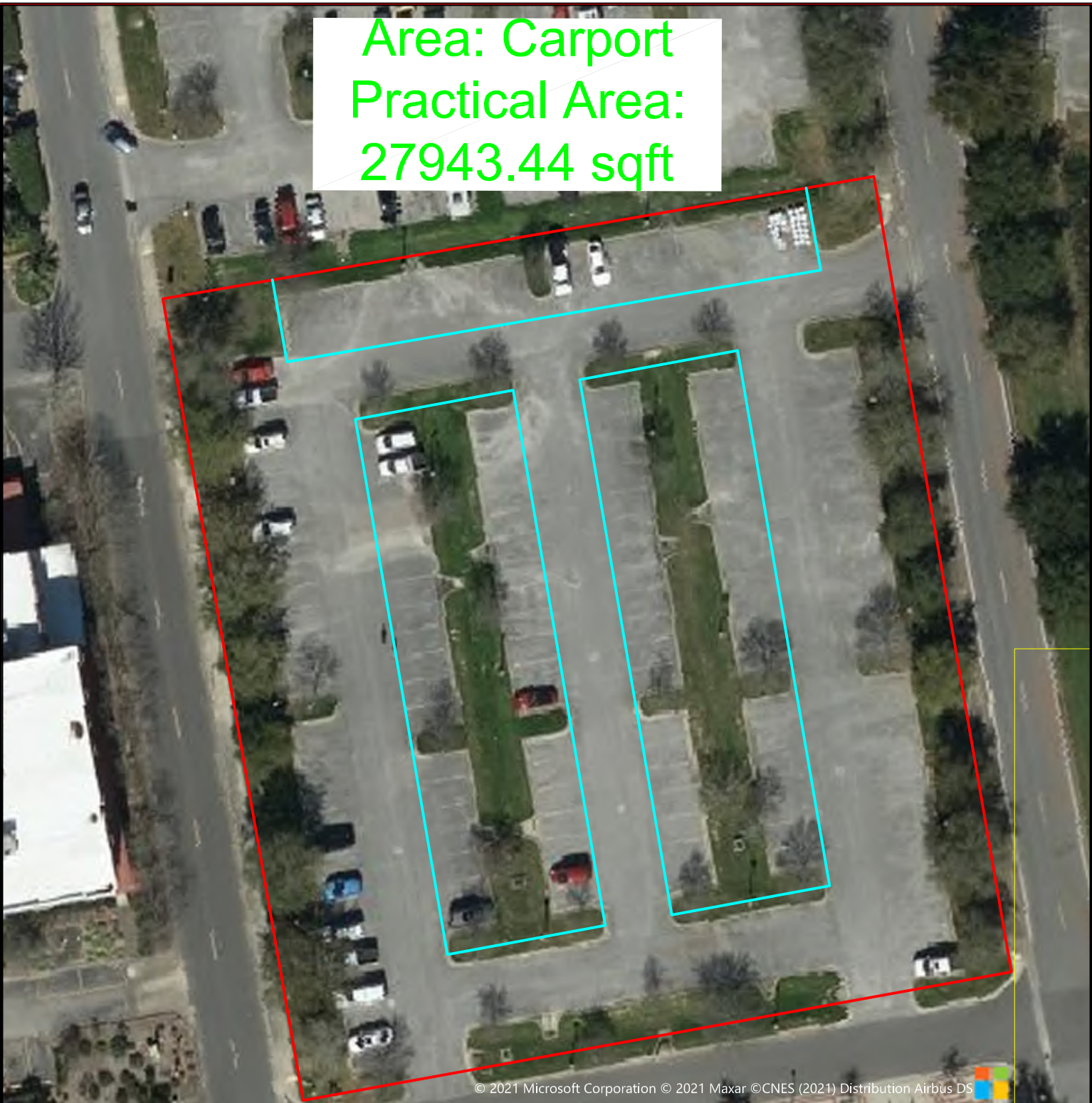
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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Area: Carport
Practical Area:
27943.44 sqft



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COMMENDENCIA STREET LOT
CARPORT AREA

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PROJECT ENGINEER: NMB
PROJECT MANAGER:



EAST PENSACOLA CLUB HOUSE
MAXIMUM AREA AND PRACTICAL AREA

DATE:
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SHEET:
129
OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
33118.46 sqft
Practical Area:
27560.13 sqft

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FIELD SERVICE CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
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Max Area:
10118.75 sqft
Practical Area:
3100.64 sqft



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FIRE ADMINISTRATION BUILDING ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
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SHEET:
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FIRE STATION 1 ROOF
MAXIMUM AREA AND PRACTICAL AREA

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SHEET:
132
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PROJECT ENGINEER: NMB
PROJECT MANAGER:

Max Area:
13957.32 sqft
Practical Area:
12362.45 sqft



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FIRE STATION 4 ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
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SHEET:

133

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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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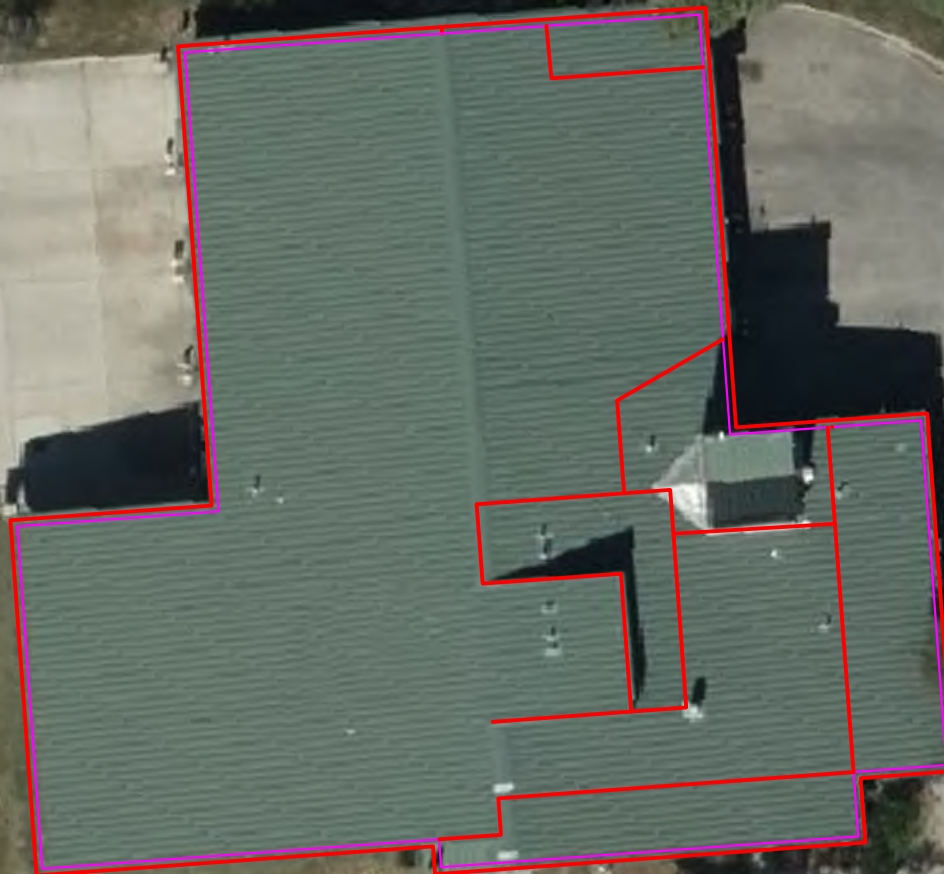
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Max Area:
13100.23 sqft
Practical Area:
10561.83 sqft



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FIRE STATION 2 ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
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SHEET:
134

OF

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DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
10434.55 sqft
Practical Area:
6758.64 sqft



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FIRE STATION 3 ROOF
MAXIMUM AREA AND PRACTICAL AREA

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DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

SHEET:
135

OF

Max Area:
23291.43 sqft
Practical Area:
17992.85 sqft

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FLEET GARAGE ROOF
MAXIMUM AREA AND PRACTICAL AREA

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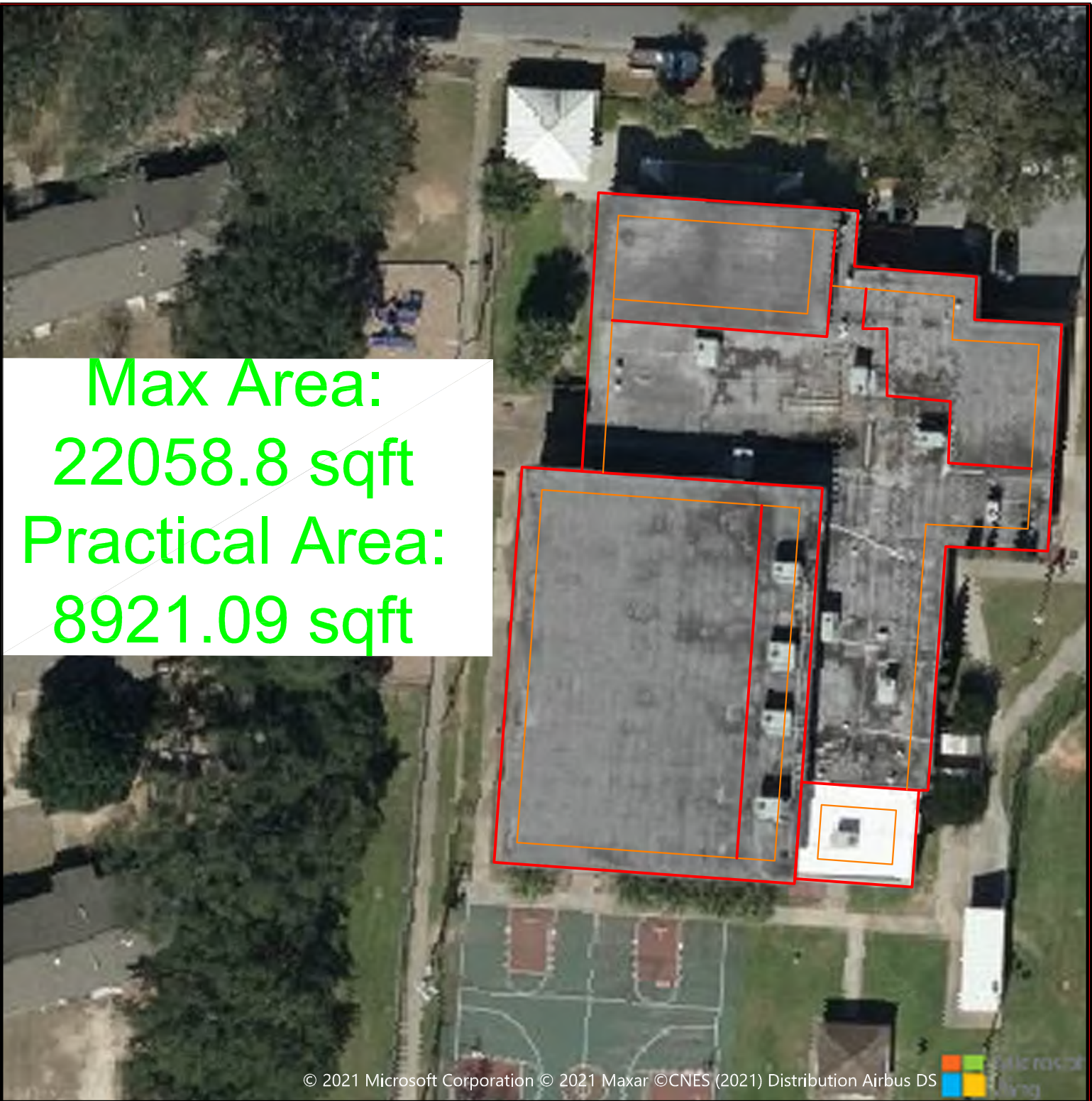
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PROJECT MANAGER:

SHEET:
136

OF



Max Area:
22058.8 sqft
Practical Area:
8921.09 sqft

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FRICKER COMMUNITY CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

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SHEET:	PROJECT ENGINEER:	
137	PROJECT MANAGER:	
OF		

Max Area:
15410.02 sqft
Practical Area:
7166.55 sqft



HIGHLAND TERRACE PARK ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

138

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
9068.48 sqft
Practical Area:
6828.61 sqft

HOUSING DEPARTMENT ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:
139

OF

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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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JEFFERSON LOT
CARPORT AREA

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SHEET:
140
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PROJECT ENGINEER: NMB
PROJECT MANAGER:



Max Area:
34548.8 sqft
Practical Area 1:
29361.67 sqft
Practical Area 2:
17620.39 sqft

JEFFERSON STREET GARAGE
CARPORT AREA (BLUE)
BALLASTED AREA (ORANGE)

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SHEET:
141
OF

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PROJECT ENGINEER: NMB
PROJECT MANAGER:

Max Area:
3594.60 sqft
Practical Area:
2404.25 sqft



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LEGION FIELD ROOF
MAXIMUM AREA AND PRACTICAL AREA

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SHEET:

142

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DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:



MALCOLM YOUNG CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
SHEET:
143
OF

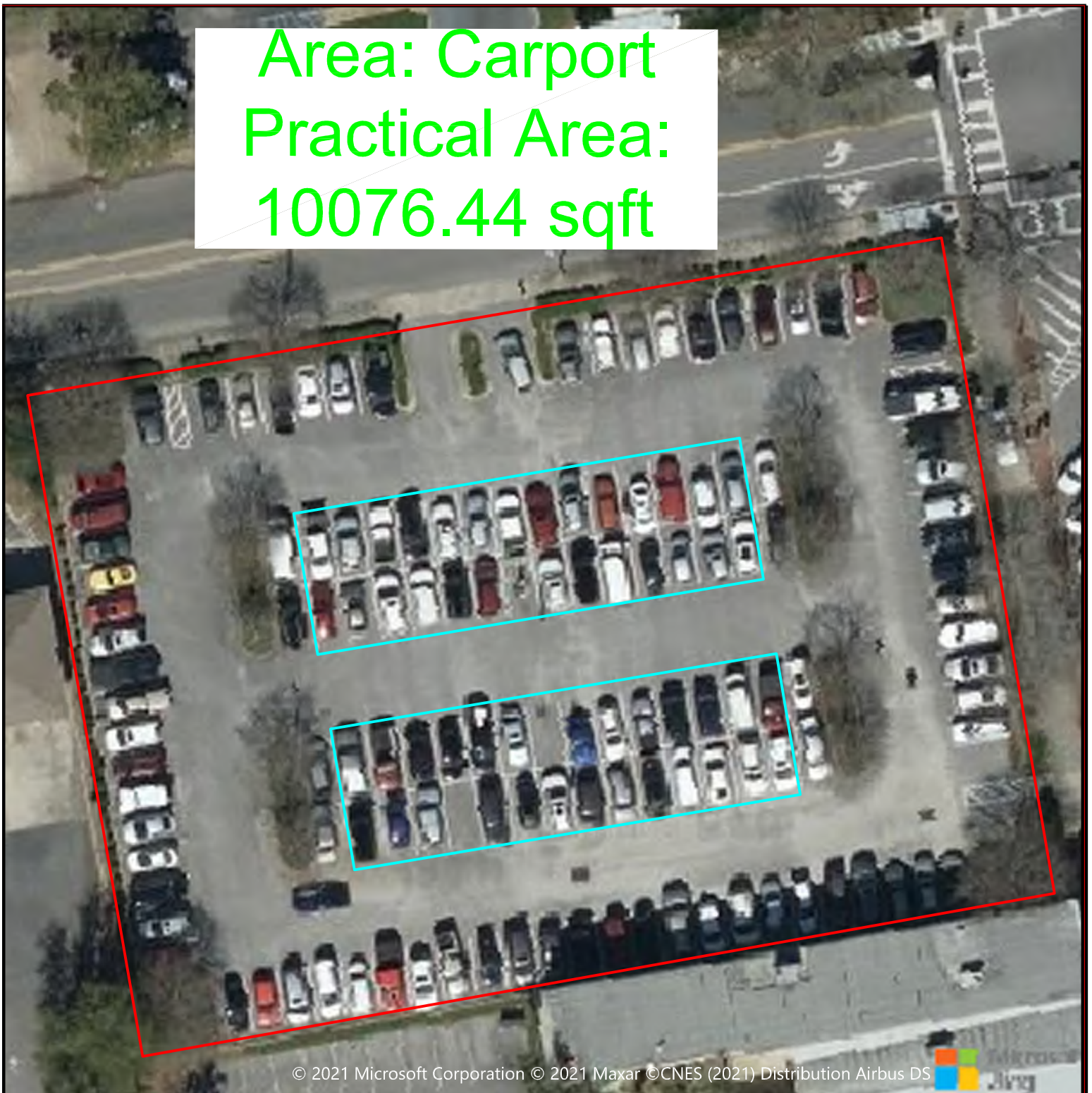
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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Area: Carport
Practical Area:
10076.44 sqft



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NORTH PALAFOX LOT
CARPORT AREA

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SHEET:
144

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PROJECT ENGINEER: NMB
PROJECT MANAGER:



OSCEOLA CLUB HOUSE
CARPORT AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
SHEET:
145
OF

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DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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OSCEOLA GOLF COURSE
AVAILABLE GROUND AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
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PROJECT ENGINEER: NMB
PROJECT MANAGER:

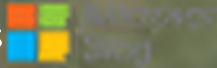
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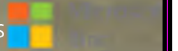
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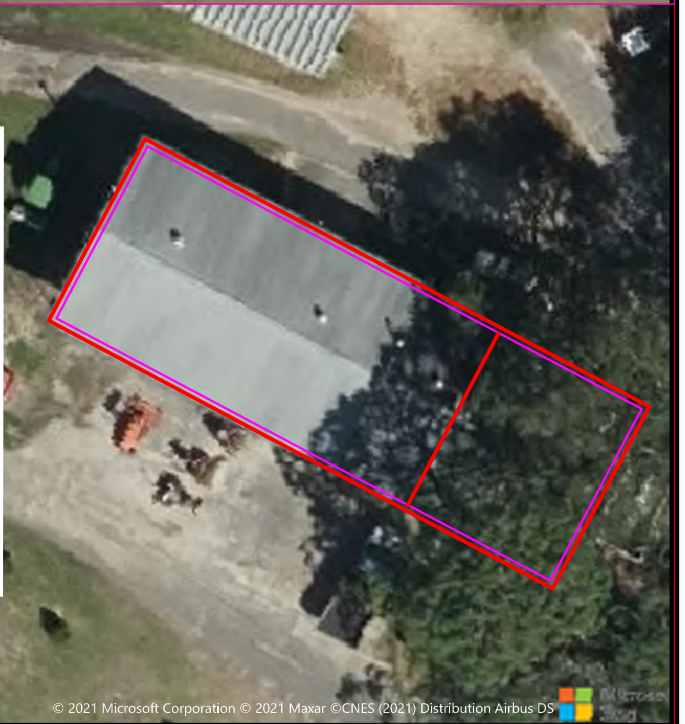
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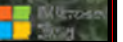
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Area:
Multiple Sheds
Practical Area:
2878.70 sqft



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OSCEOLA GOLF COURSE
NORTH SHED (TOP LEFT)
WEST SHED (TOP RIGHT)
MAINTENANCE BUILDING (BOTTOM)

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Max Area:
11223.01 sqft
Practical Area:
10651.81 sqft

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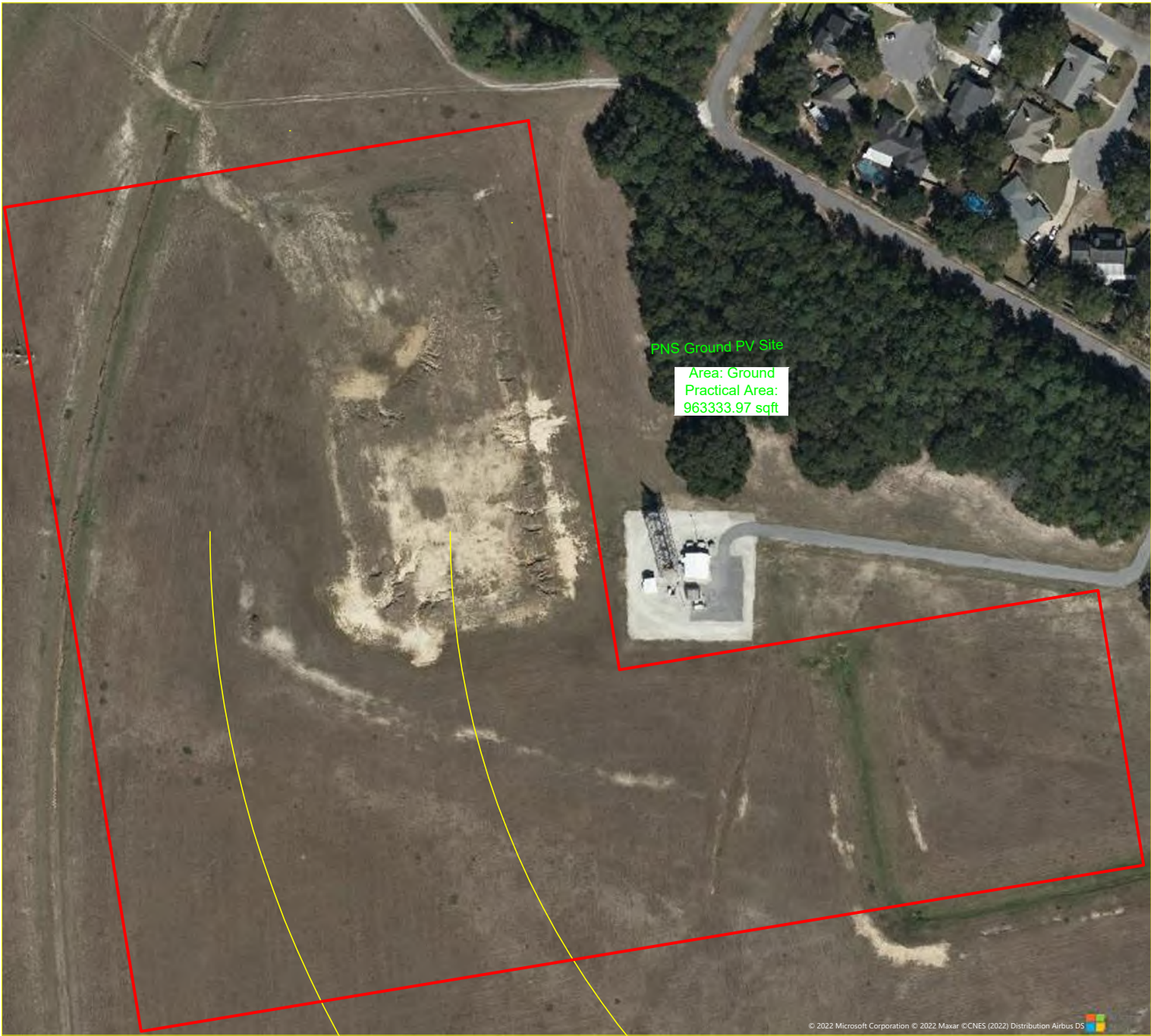
FIELD SERVICE CENTER PARKS SHED ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
SHEET:
148
OF

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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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PNS GROUND AREA

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SHEET:	PROJECT ENGINEER:	
	PROJECT MANAGER:	



PNS SOUTH PARKING LOT
CARPORT AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:
150

OF

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DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
29204.93 sqft
Practical Area:
23066.57 sqft



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PENSACOLA ENERGY OPERATIONS CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
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SHEET:
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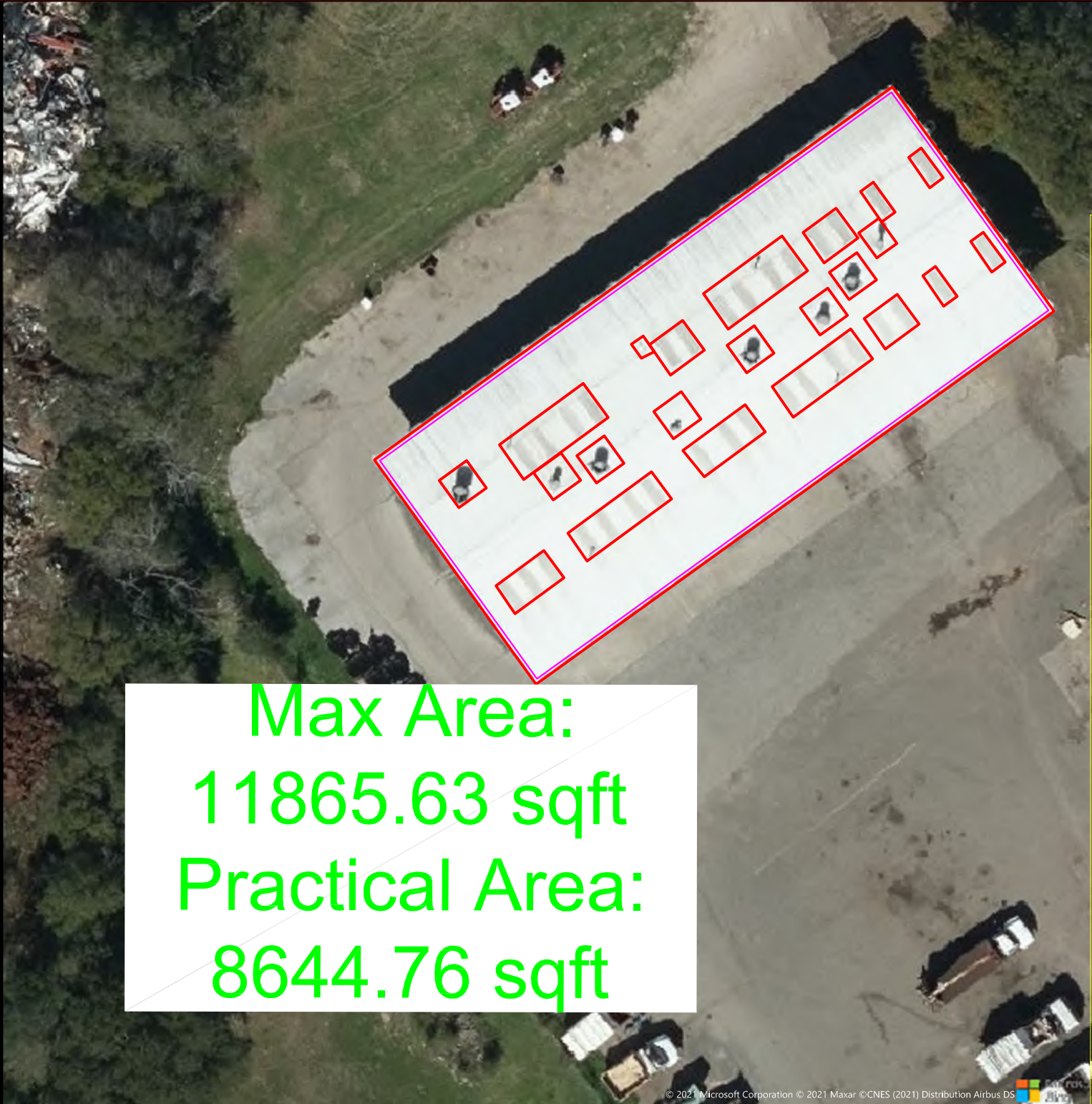
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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
11865.63 sqft
Practical Area:
8644.76 sqft

FIELD SERVICE CENTER SECOND GARAGE ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

152

OF

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Max Area:
31745.02 sqft
Practical Area:
9991.81 sqft

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BLUE WAHOOS STADIUM ROOF
MAXIMUM AREA AND PRACTICAL AREA

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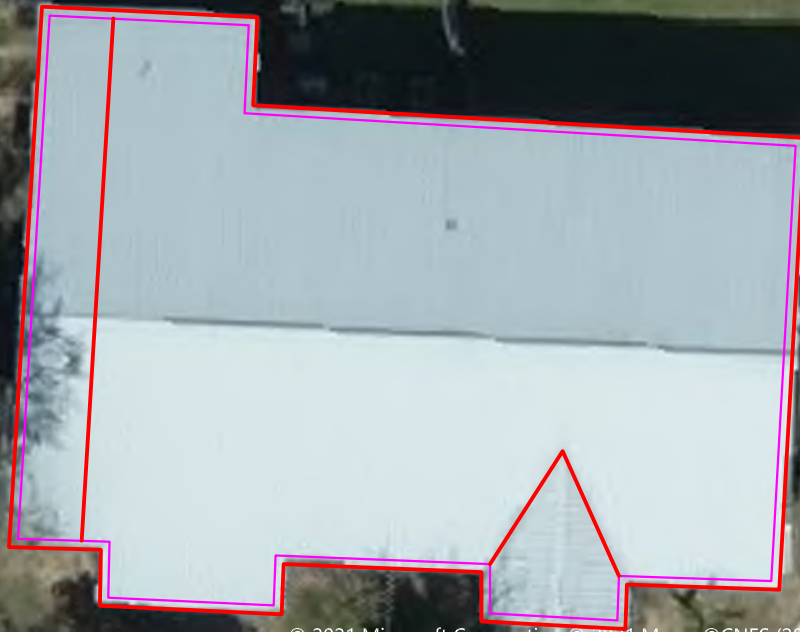
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DATE:	DESIGNED BY:	NMB
LAST REVISED:	DRAWN BY:	NMB
H.M.M. PROJECT NUMBER:		NMB
SHEET:	PROJECT ENGINEER:	
153	PROJECT MANAGER:	

OF

Max Area:
5272.57 sqft
Practical Area:
4454.10 sqft



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CODE ENFORCEMENT ROOF
MAXIMUM AREA AND PRACTICAL AREA

M

M

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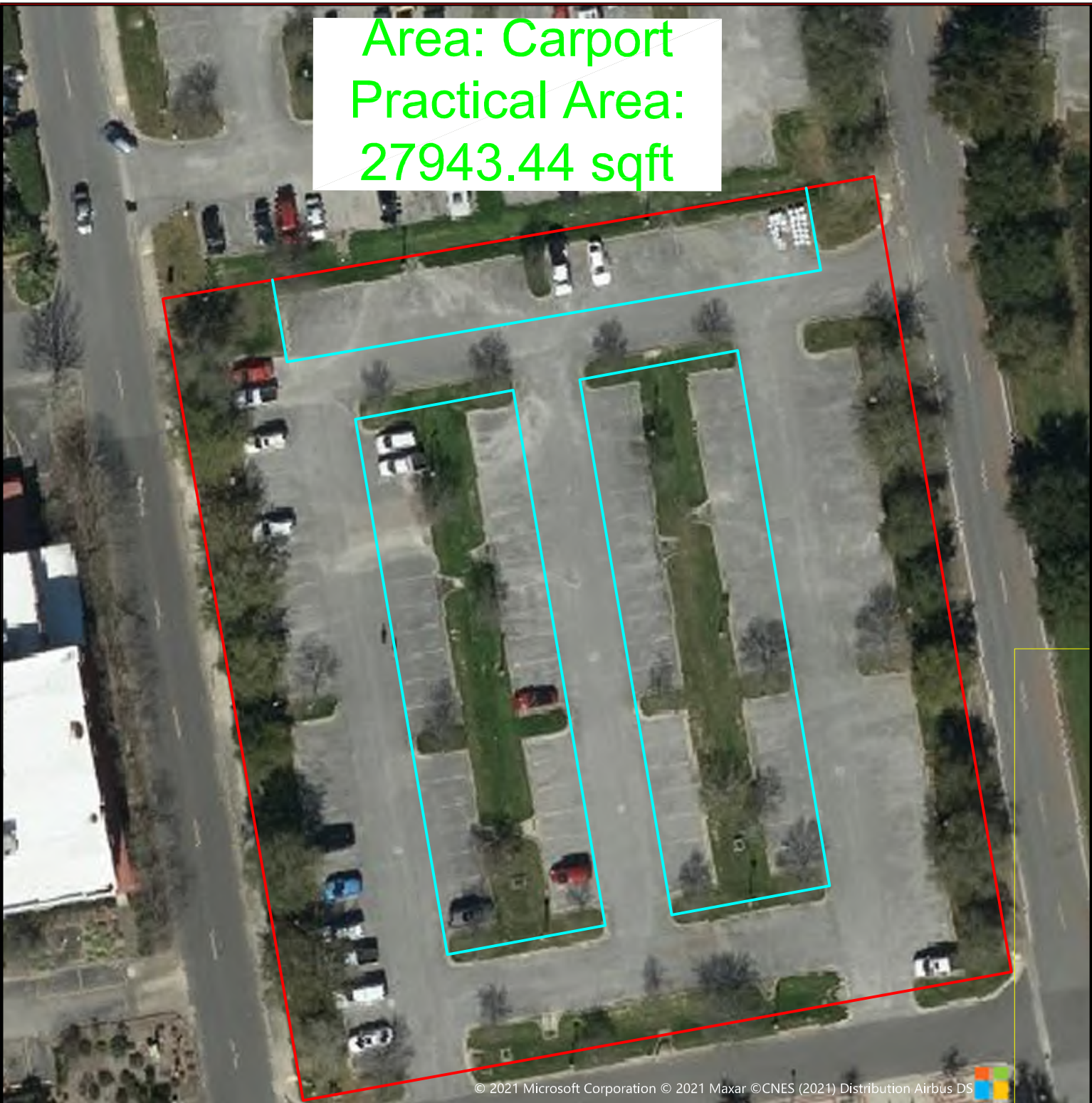
DATE:
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H.M.M. PROJECT NUMBER:

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

154

OF

Area: Carport
Practical Area:
27943.44 sqft



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COMMENDENCIA STREET LOT
CARPORT AREA

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SHEET:
155
OF

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PROJECT ENGINEER: NMB
PROJECT MANAGER:



EAST PENSACOLA CLUB HOUSE
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
SHEET:
156
OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
33118.46 sqft
Practical Area:
27560.13 sqft

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FIELD SERVICE CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

157

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
10118.75 sqft
Practical Area:
3100.64 sqft



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FIRE ADMINISTRATION BUILDING ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

158

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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FIRE STATION 1 ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:
159

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
13957.32 sqft
Practical Area:
12362.45 sqft



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FIRE STATION 4 ROOF
MAXIMUM AREA AND PRACTICAL AREA

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H.M.M. PROJECT NUMBER:

SHEET:

160

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

Max Area:
13100.23 sqft
Practical Area:
10561.83 sqft

FIRE STATION 2 ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:
161

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
10434.55 sqft
Practical Area:
6758.64 sqft



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FIRE STATION 3 ROOF
MAXIMUM AREA AND PRACTICAL AREA

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DATE:
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H.M.M. PROJECT NUMBER:

SHEET:

162

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

Max Area:
23291.43 sqft
Practical Area:
17992.85 sqft

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FLEET GARAGE ROOF
MAXIMUM AREA AND PRACTICAL AREA

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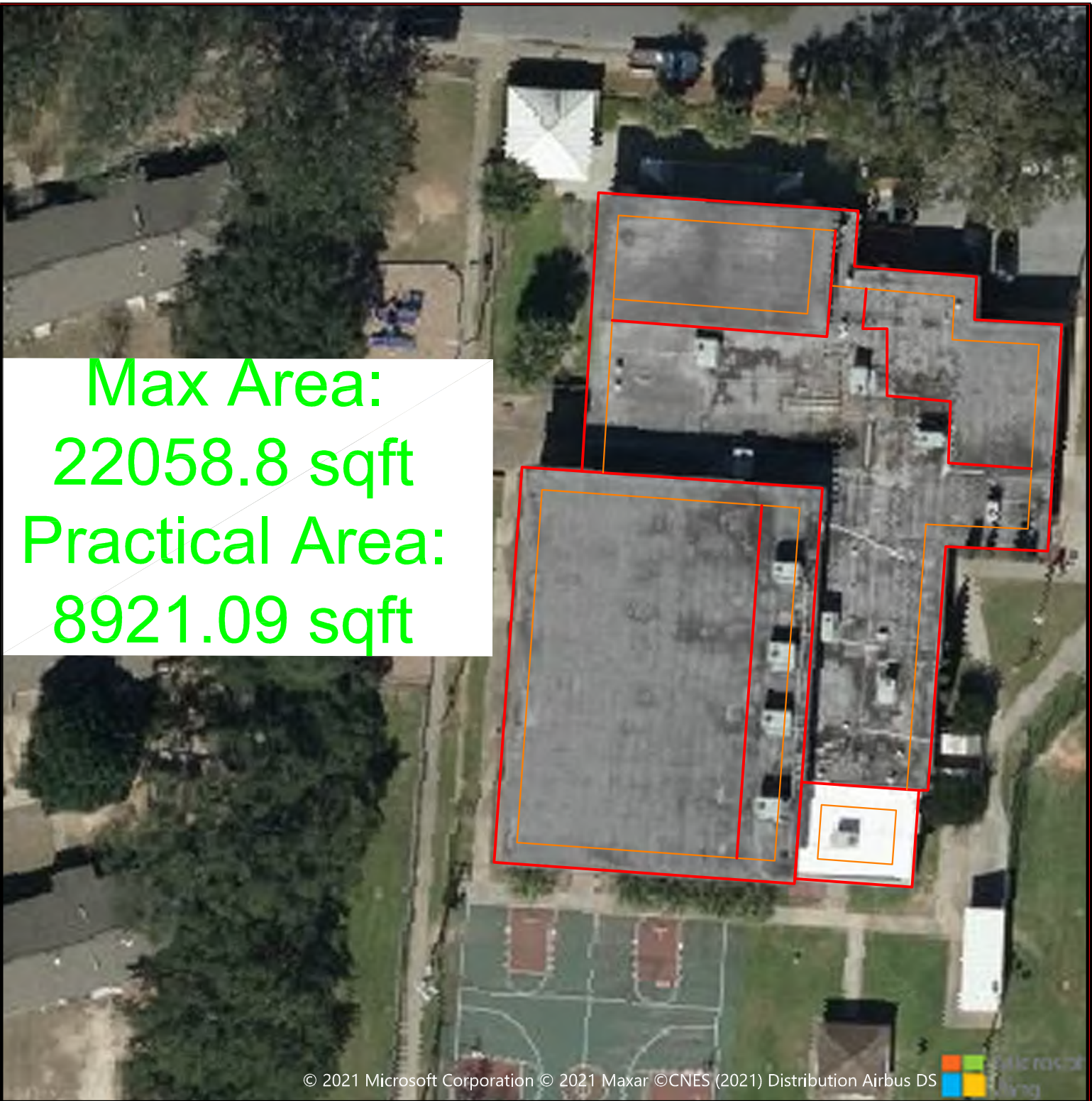
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PROJECT MANAGER:

SHEET:
163

OF



Max Area:
22058.8 sqft
Practical Area:
8921.09 sqft

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FRICKER COMMUNITY CENTER ROOF MAXIMUM AREA AND PRACTICAL AREA

DATE:
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SHEET:

164

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
15410.02 sqft
Practical Area:
7166.55 sqft

HIGHLAND TERRACE PARK ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:
165

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
9068.48 sqft
Practical Area:
6828.61 sqft

HOUSING DEPARTMENT ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

166

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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JEFFERSON LOT
CARPORT AREA

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SHEET:
167
OF

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PROJECT ENGINEER: NMB
PROJECT MANAGER:



Max Area:
34548.8 sqft
Practical Area 1:
29361.67 sqft
Practical Area 2:
17620.39 sqft

JEFFERSON STREET GARAGE
CARPORT AREA (BLUE)
BALLASTED AREA (ORANGE)

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168	PROJECT MANAGER:	
OF		

Max Area:
3594.60 sqft
Practical Area:
2404.25 sqft



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LEGION FIELD ROOF
MAXIMUM AREA AND PRACTICAL AREA

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PROJECT MANAGER:

SHEET:
169

OF



MALCOLM YOUNG CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
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H.M.M. PROJECT NUMBER:
SHEET:
170
OF

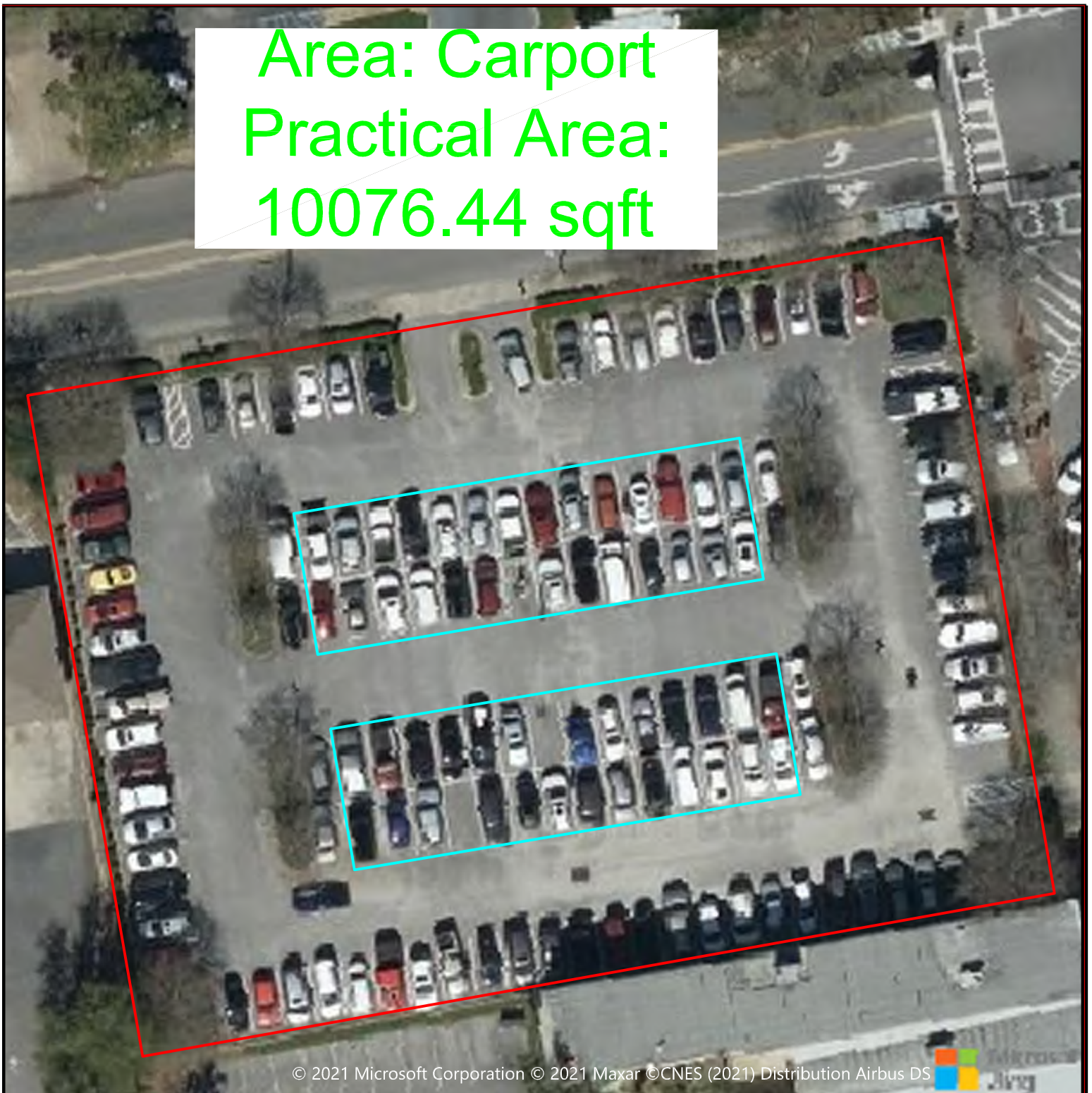
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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Area: Carport
Practical Area:
10076.44 sqft



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NORTH PALAFOX LOT
CARPORT AREA

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SHEET:
171

OF

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PROJECT ENGINEER: NMB
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OSCEOLA CLUB HOUSE
CARPORT AREA

DATE:
LAST REVISED:
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SHEET:
172
OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

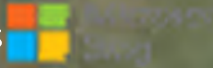
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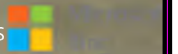
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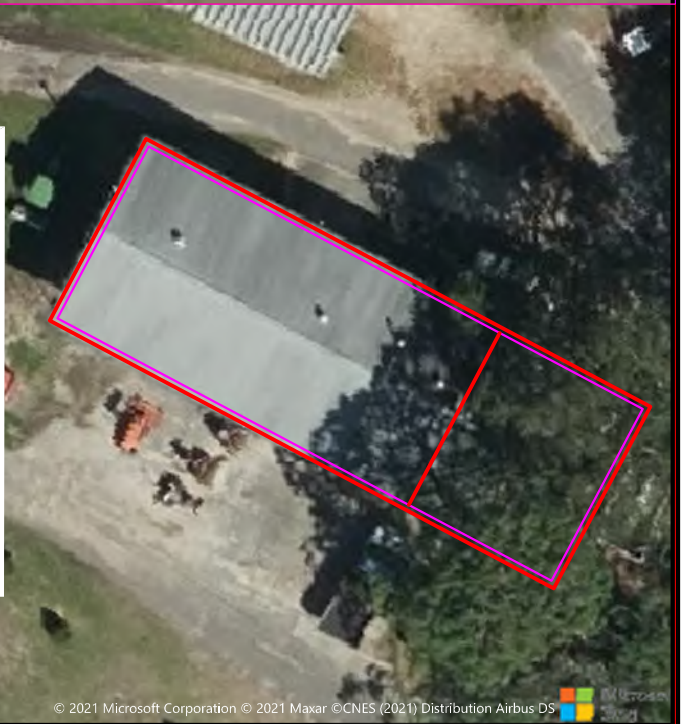
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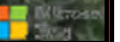
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Area:
Multiple Sheds
Practical Area:
2878.70 sqft



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OSCEOLA GOLF COURSE
NORTH SHED (TOP LEFT)
WEST SHED (TOP RIGHT)
MAINTENANCE BUILDING (BOTTOM)

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173

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Max Area:
11223.01 sqft
Practical Area:
10651.81 sqft

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FIELD SERVICE CENTER PARKS SHED ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
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SHEET:
174

OF

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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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PNS SOUTH PARKING LOT
CARPORT AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

175

OF

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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
29204.93 sqft
Practical Area:
23066.57 sqft



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PENSACOLA ENERGY OPERATIONS CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
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SHEET:

176

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PROJECT ENGINEER: NMB
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Max Area:
2782.97 sqft
Practical Area:
1603.94 sqft

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PORT OF PENSACOLA ADMINISTRATION BUILDING
ROOF MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

DESIGNED BY: NMB
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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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PORT OF PENSACOLA WAREHOUSE #4 ROOF
MAXIMUM AREA AND PRACTICAL AREA

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SHEET:
178
OF

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DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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PORT OF PENSACOLA WAREHOUSE #8 ROOF
MAXIMUM AREA AND PRACTICAL AREA

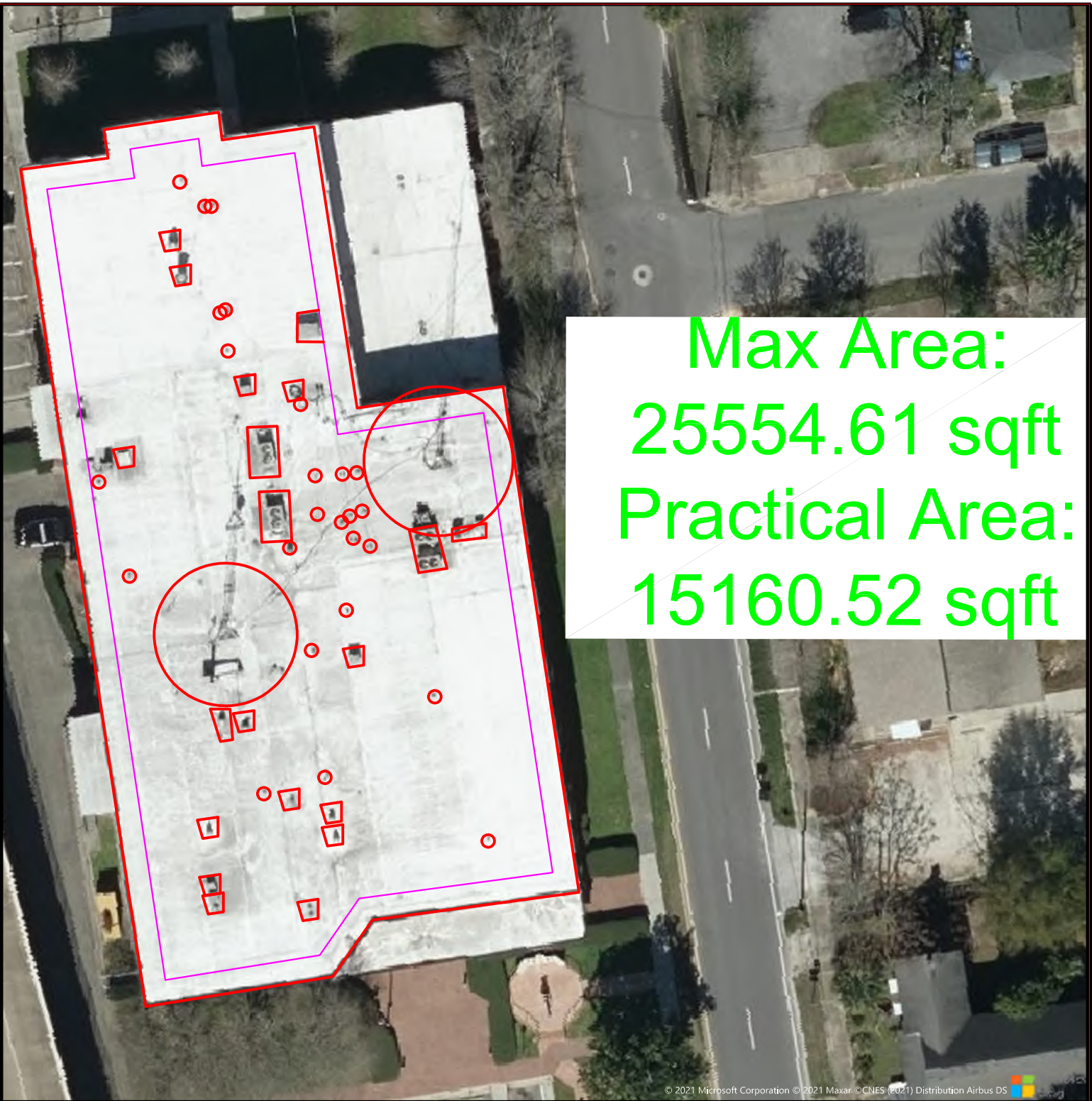
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179
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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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PENSACOLA POLICE DEPARTMENT ROOF
MAXIMUM AREA AND PRACTICAL AREA

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180
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DESIGNED BY: NMB
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PROJECT ENGINEER: NMB
PROJECT MANAGER:

Max Area:
3612.74 sqft
Practical Area:
1919.44 sqft

ROGER SCOTT ATHLETIC COMPLEX ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:
181

OF

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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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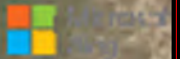
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Max Area:
2635.68 sqft
Practical Area:
1909.14 sqft



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ROGER SCOTT TENNIS CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

M

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SHEET:

182

OF

DESIGNED BY:

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PROJECT ENGINEER:

PROJECT MANAGER:

NMB

NMB

NMB

Max Area:
22756.16 sqft
Practical Area:
9899.04 sqft



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SANDERS BEACH COMMUNITY CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
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SHEET:

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

OF

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SANITATION ROOF
MAXIMUM AREA AND PRACTICAL AREA

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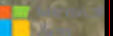
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H.M.M. PROJECT NUMBER:
SHEET:
184
OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

Max Area:
16001.82 sqft
Practical Area:
9668.45 sqft



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THEOPHILIS MAY COMMUNITY CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
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SHEET:

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PROJECT ENGINEER: NMB
PROJECT MANAGER:

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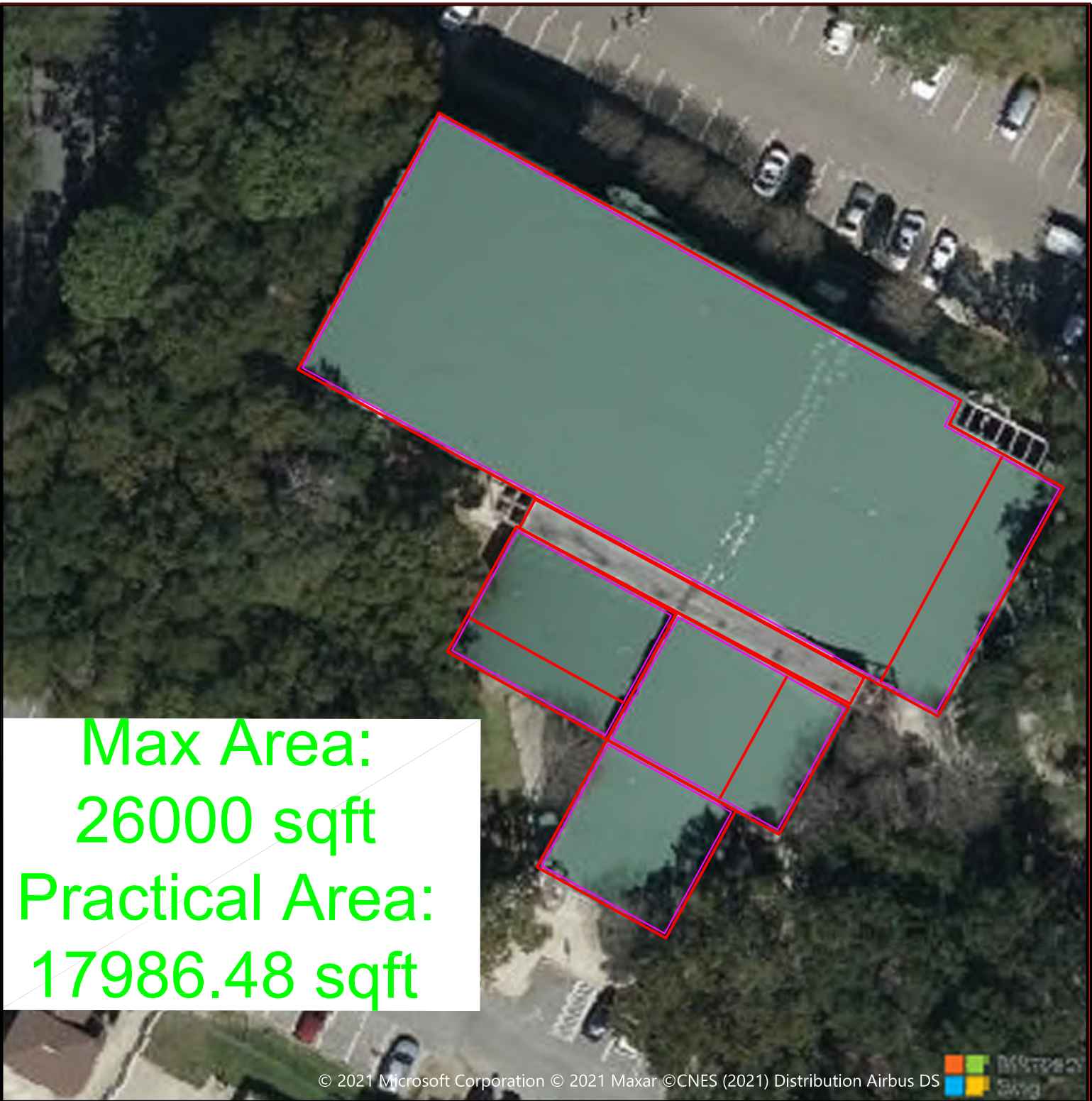
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MACDONALD

Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783

Mott MacDonald Florida, LLC.
220 West Garden Street, Suite 700
Pensacola, FL 32502
United States of America
T +1 (850) 484 6011
www.mottmac.com/americas



VICKREY RESOURCE CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
SHEET:
186
OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

M
M
MOTT
MACDONALD

Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783

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TRANSFER STATION ROOF
MAXIMUM AREA AND PRACTICAL AREA


DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
SHEET:
187
OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Max Area:
2782.97 sqft
Practical Area:
1603.94 sqft

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PORT OF PENSACOLA ADMINISTRATION BUILDING
ROOF MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

188

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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MACDONALD

Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783

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PORT OF PENSACOLA WAREHOUSE #4 ROOF MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

189

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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**MOTT
MACDONALD**

Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783

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220 West Garden Street, Suite 700
Pensacola, FL 32502
United States of America
T +1 (850) 484 6011
www.mottmac.com/americas



Max Area:
116280.81 sqft
Practical Area:
69688.00 sqft

PORT OF PENSACOLA WAREHOUSE #8 ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

190

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

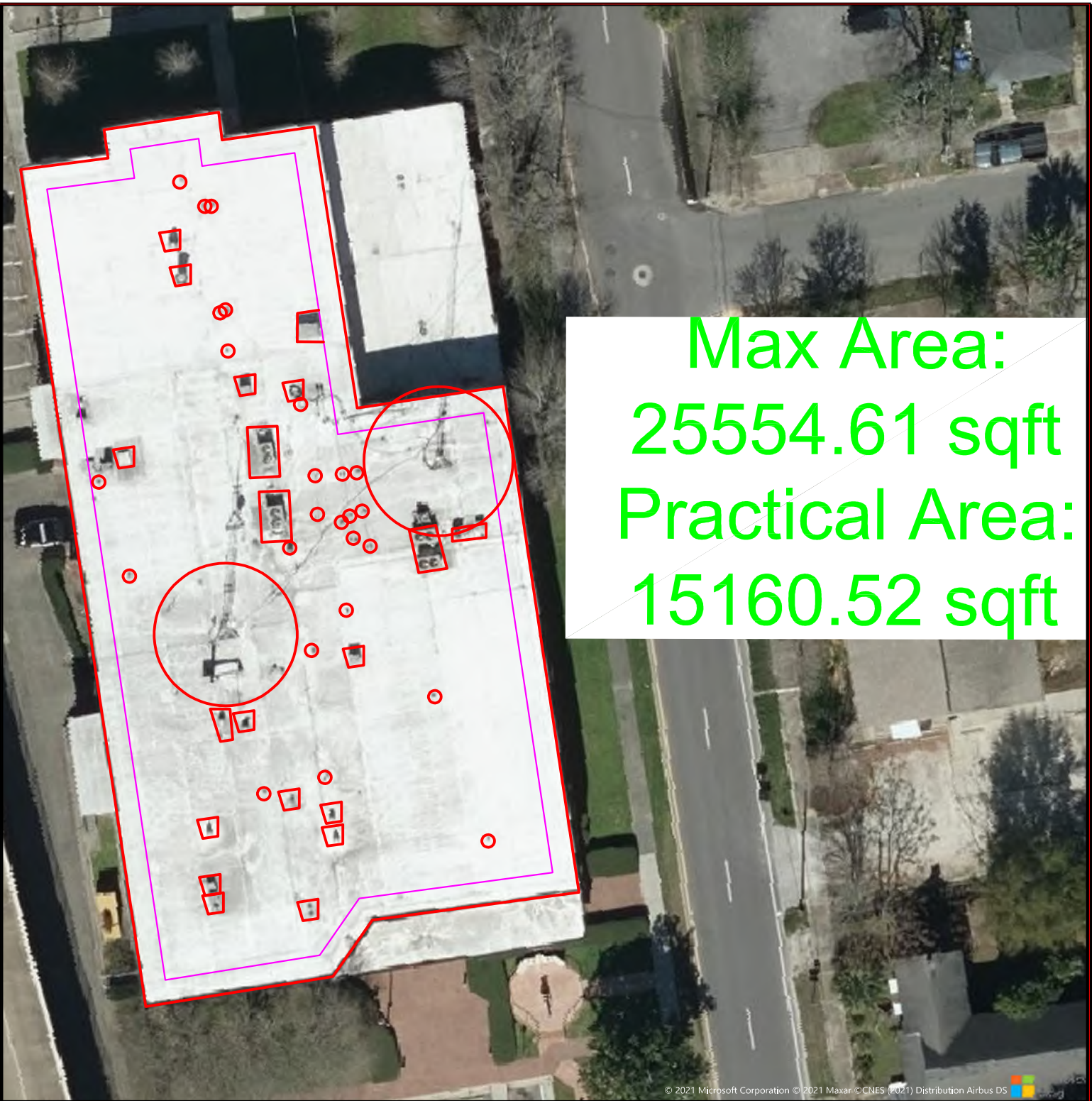
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MOTT
MACDONALD

Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783

Mott MacDonald Florida, LLC.
220 West Garden Street, Suite 700
Pensacola, FL 32502
United States of America
T +1 (850) 484 6011
www.mottmac.com/americas



PENSACOLA POLICE DEPARTMENT ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
SHEET:
191
OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783
Mott MacDonald Florida, LLC.
220 West Garden Street, Suite 700
Pensacola, FL 32502
United States of America
T +1 (850) 484 6011
www.mottmac.com/americas

Max Area:
3612.74 sqft
Practical Area:
1919.44 sqft

ROGER SCOTT ATHLETIC COMPLEX ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

192

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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MACDONALD

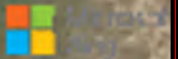
Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783

Mott MacDonald Florida, LLC.
220 West Garden Street, Suite 700
Pensacola, FL 32502
United States of America
T +1 (850) 484 6011
www.mottmac.com/americas

Max Area:
2635.68 sqft
Practical Area:
1909.14 sqft



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ROGER SCOTT TENNIS CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

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Pensacola, FL 32502
United States of America
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www.mottmac.com/americas

DATE:

LAST REVISED:

H.M.M. PROJECT NUMBER:

SHEET:

193

OF

DESIGNED BY:

DRAWN BY:

PROJECT ENGINEER:

PROJECT MANAGER:

NMB

NMB

NMB

Max Area:
22756.16 sqft
Practical Area:
9899.04 sqft

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SANDERS BEACH COMMUNITY CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

194

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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MACDONALD

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AA - C0000035 EB - 0000155 LB - 0006783

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United States of America
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SANITATION ROOF
MAXIMUM AREA AND PRACTICAL AREA

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Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783

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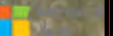
DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
SHEET:
195
OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

Max Area:
16001.82 sqft
Practical Area:
9668.45 sqft



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THEOPHILIS MAY COMMUNITY CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:

SHEET:

196

OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

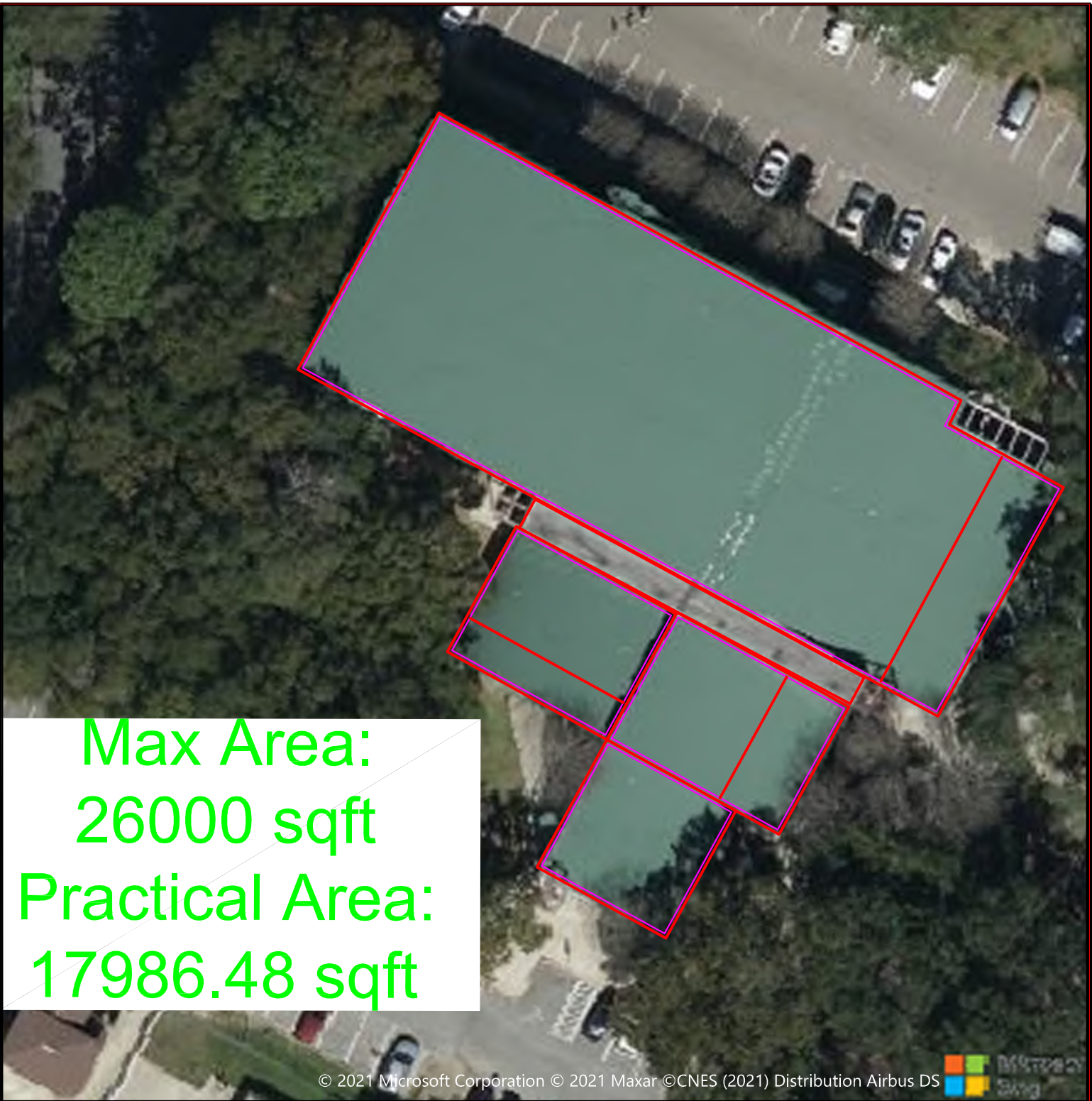
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MACDONALD

Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783

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United States of America
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VICKREY RESOURCE CENTER ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
SHEET:
197
OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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MOTT
MACDONALD

Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783

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TRANSFER STATION ROOF
MAXIMUM AREA AND PRACTICAL AREA

DATE:
LAST REVISED:
H.M.M. PROJECT NUMBER:
SHEET:
198
OF

DESIGNED BY: NMB
DRAWN BY: NMB
PROJECT ENGINEER: NMB
PROJECT MANAGER:

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Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00826

City Council

8/18/2022

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

ROGER SCOTT TENNIS CENTER RENOVATIONS

REQUEST:

That City Council receive a presentation regarding revised cost estimates for renovations to Roger Scott Tennis Center along with potential funding sources to assist in offsetting the additional costs.

SUMMARY:

The City has attempted to bid a project that includes the rebuild or renovation of the 18 hard courts at Roger Scott Tennis Center. During that time frame cost estimates for this project has escalated from \$2,500,000 to between \$4,510,000 and \$4,760,000. This cost escalation has resulted in a budget shortfall.

September 15, 2021 - City Council adopted Budget Resolution No. 2021-71 that included an appropriation of \$1,302,545.50 for the Renovation of the Roger Scott Tennis Center.

November 18, 2021 - City Council approved the Interlocal Agreement - Escambia County - Renovations to Roger Scott Tennis Center

July 21, 2022 - City Council awarded a contract to Gulf Coast Tennis Group LLC for the operation and management of Roger Scott Tennis Center.

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Manager
Amy Tootle, Director, Public Works
Amy Lovoy, Director, Finance
Adrian Stills, Director, Parks & Recreation

ATTACHMENTS:

1) Presentation - Roger Scott Tennis Center Renovations

PRESENTATION: Yes

Roger Scott Tennis Center

Renovations

Roger Scott Tennis Court Improvements

Option	Description	Amount	Contingency	Total
1	Demolish 12 hard courts and rebuild 12 post-tension concrete tennis courts	\$4,100,000	\$410,000	\$4,510,000
2	Mill and overlay additional 6 courts	\$180,000	\$18,000	\$198,000
3	Mill and overlay additional 5 courts and rebuild 1 additional court	\$225,000	\$25,000	\$250,000

Budget

- ▶ Current total budget - \$2,200,000
- ▶ Current Shortfalls:
 - ▶ Option 1 - **\$2,310,000**
 - ▶ Option 1 + 2 - **\$2,508,000**
 - ▶ Option 1 + 3 - **\$2,560,000**

Possible Methods to Assist with Shortfall

- ▶ Commit \$600,000 of the \$800,000 Fund Balance in the Recreation Fund
- ▶ Commit \$200,000 of the \$200,000 Fund Balance in the Tennis Fund
- ▶ Commit \$600,000 over the next 20 years from the Tennis Fund

Questions

- ▶ Will the Counsel commit the previously mentioned additional funds to this project?
- ▶ Will the Counsel commit funds above this amount to fully fund the project?



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00756

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

REFERRAL TO PLANNING BOARD - INCLUSION OF QUERCUS HEMISPHAERICA - DARLINGTON OAK TO THE LIST OF PROTECTED TREES IN CITY CODE CHAPTER 12-6 TREE/LANDSCAPE REGULATIONS

RECOMMENDATION:

That City Council refer to the Planning Board for review and recommendation, the inclusion of *Quercus hemisphaerica* - Darlington Oak to the list of protected trees in City Code Chapter 12-6 Tree/Landscape Regulations.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently, *Quercus hemisphaerica* - Darlington Oak, are not on the list of protected trees. It is estimated that nearly 90% of the trees protected within the city are actually *Quercus laurifolia* - Laurel Oak. In order to protect the majority of oaks within the city, the Darlington Oak would need to be added to the list of protected species.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00764

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

APPOINTMENTS - ZONING BOARD OF ADJUSTMENT

RECOMMENDATION:

That City Council appoint three (3) individuals who are residents or property owners of the City to the Zoning Board of Adjustment for a term of three (3) years, expiring July 14, 2025.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

Nominated:

John Dittmar, III
Steven Shelley
Robby Williams

Nominated by:

Brahier
Incumbent
Incumbent

PRIOR ACTION:

Council makes appointments to this board annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Form - John Dittmar, III
- 3) Application of Interest - John Dittmar, III
- 4) Application of Interest - Steven Shelley
- 5) Application of Interest - Robby Williams
- 6) Ballot

PRESENTATION: No

Zoning Board of Adjustment

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Del Gallo, David	Contractor/Developer	Council	3	2022	7/14/2022	1/28/2010	3	
Jacquay, Jarah	Registered Nurse	Council	0	2022	7/14/2023	3/10/2022	3	
Sebold, Steven	Real Estate	Council	1	2022	7/14/2024	7/19/2018	3	
Shelley, Steven M.	Business owner	Council	1	2022	7/14/2022	11/17/2016	3	
Stepherson, Troy	Office & Mkting Mgr	Council	1	2022	7/14/2024	7/13/2017	3	
Taylor, Clayton	Public Defender	Council	3	2022	7/14/2023	3/25/2010	3	
Weeks, William	Retired Bldg Official	Council	0	2022	7/14/2024	6/14/2021	3	
White, Boyce T.	Business	Council	2	2022	7/14/2023	7/17/2014	3	
Williams, Robby	Project Manager/Constr	Council	2	2022	7/14/2022	7/17/2014	3	

Term Length: THREE YEAR TERMS

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate John A Dittmar III
(Nominee)

1610 E Gonzalez St, Pensacola FL 32501
(Home Address)

850-316-0802

(Phone)

150 E Burgess Rd, Pensacola FL 32503
(Business Address)

850-941-6221

(Phone)

jdittmar@ecsdfl.us / jadittmar@gmail.com
(Email Address)

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

MEMBER
ZONING BOARD OF ADJUSTMENT
(Three year term expiring 7/14/2025)

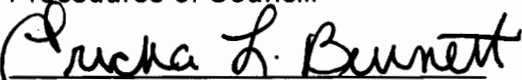
Provide a brief description of nominee's qualifications:

Provide a brief description of nominee's qualifications:

- Residential Electrical and Construction Technology Instructor at West Florida High School of Advance Technology
- Certified Instructor for Home Builders Institute (Electrical, Building Construction Technology, Carpentry)
- 15 years of Residential Construction Experience
- Former Construction Project Manager


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: Tuesday, February 22, 2022 5:08 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	John A Dittmar III
Home Address	1610 E GONZALEZ ST Pensacola, FI 32501
Business Address	150 E Burgess Rd Pensacola, FI 32503

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

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

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

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

(optional)

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	20 years but was I was away at graduate school for 16 months (2008-2009)
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	ZONING BOARD OF ADJUSTMENT
Please list the reasons for your interest in this position:	As a long-standing resident of the city, I want the opportunity to contribute to the decisions that impact me and my fellow neighbors of Pensacola. I see a great need for a fresh opinion that has no gains in these decisions, which is a need I could fill since I am not an investor or business owner of the community. With my background in construction and my personal experience with my own homes, I have extensive knowledge of the building codes and zoning requirements. Being a public educator that teaches construction trades, I would come with a new and diverse set of ideas to help bring balance to the current Zoning Board of Adjustments.
Do you currently serve on a board?	Yes
If yes, which board(s)?	<i>Environmental Advisory Board</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

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

Race	Other
------	-------

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

(Section Break)

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

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

From: noreply@civicplus.com
Sent: Thursday, July 14, 2022 12:12 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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(Section Break)

Personal Information

Name	Robert B Williams
------	-------------------

Home Address	1901 E Lee St. Pensacola, FL 32503
--------------	------------------------------------

Business Address	106 Stone Blvd. Cantonment, FL 32533
------------------	--------------------------------------

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

Preferred Contact Phone Number(s)	8505540525
-----------------------------------	------------

Email Address	robby@roadsinc.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? Pensacola

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Zoning Board of Adjustments

Please list the reasons for your interest in this position: I have enjoyed volunteering on this board for around 10 years now and I feel that my construction background and ethical leadership is beneficial to the board.

Do you currently serve on a board? Yes

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

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

From: noreply@civicplus.com
Sent: Wednesday, July 27, 2022 2:04 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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(Section Break)

Personal Information

Name	Steven Shelley
------	----------------

Home Address	1273 E Avery Street Pensacola FL 32503
--------------	---

Business Address	1273 E Avery Street Pensacola FL 32503
------------------	---

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

Preferred Contact Phone Number(s)	8503411600
-----------------------------------	------------

Email Address	smspensacola@gmail.com
---------------	--

Upload Resume	Field not completed.
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(optional)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 5

If yes, how long have you been a City resident? 57 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Zoning Board

Please list the reasons for your interest in this position: I would like to continue serving on the board.

Do you currently serve on a board? Yes

If yes, which board(s)? Zoning Board

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled

No

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

Ballot – Zoning Board of Adjustment

August 18, 2025

Three year term expiring July 14, 2025

_____ John Dittmar, III

_____ Steven Shelley

_____ Robby Williams

Vote for Three

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00798

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

APPROVAL OF THE AWARD TO OMNIA PARTNERS FOR THE PURCHASE OF TWO (2) 20 TON CONDENSING UNITS

RECOMMENDATION:

That City Council approve the award to Omnia Partners for the purchase and installation of two (2) 20 Ton Condensing Units in the amount of \$71,435. Further, that City Council authorize the Mayor to execute all related documents and take all related actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the Theophalis May Center, the gym's condensing unit was hit by lightning. The damage resulted in a total loss to the compressors and controls. An insurance claim was filed and denied with a \$100k deductible. Regardless, this would have been more than the cost to purchase the replacements. The total cost to purchase (2) 20 Ton Condensing Unit replacements to include installation is \$71,435. The funds to purchase the condensing units are available within the LOST IV - General Park Improvements holding account.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 71,435 LOST IV - General Park Improvement

Actual: \$ 71,435 Purchase - Two (2) 20 Ton Condensing Units

FINANCIAL IMPACT:

An appropriated balance in the amount of \$192,128 is currently available within the LOST IV - General Park Improvement holding account. The total cost of the purchase and labor shall not exceed \$71,435.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/8/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator-Community Development

Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) Proposal for Two (2) Condensing Units Equipment
- 2) Proposal Equipment Installation

PRESENTATION: No

EQUIPMENT PROPOSAL



City Of Pensacola - (2) Condensing Units Equipment Only

1301 West Gregory Street
Pensacola, FL 32502

Proposal #: Q-00094478
License #: CMC056831

OMNIA Membership #: 2542360
OMNIA Certified Proposal #: R200401-FL-315981

OMNIA[®]
P A R T N E R S

Prepared for:

Randal Pierce
Admin
CITY OF PENSACOLA
5/23/2022

Prepared by:

Anthony 'Spence' Corrao
Account Executive
Pensacola District
Phone: (850)-420-8592
E-mail: spence.corrao@daikinapplied.com

Scope of Equipment

Daikin Applied Americas, Inc. is pleased to offer the following Equipment proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Daikin Applied agrees to provide the following equipment only as listed in the scope of work below.

West Florida Public Library - (2) Condensing Units

- 2 x 20-ton Daikin RCS20F240C condensing units 208 / 3 phase.
- Condenser coil coating included.
- 1 year parts warranty.
- 5-year compressor warranty.
- Shipping included.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

OMNIAPricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Equipment proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$40,688.33 Forty Thousand, Six Hundred Eighty Eight dollars and Thirty Three cents

**Price does not include applicable sales tax*

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randal Pierce
CITY OF PENSACOLA
2757 N Palafox St
Pensacola, FL 32501

Site Address:
1301 West Gregory Street
Pensacola, FL 32502

Accepted by:

(Print Full Legal Name of Customer)

(Signature)

(Title)

Date:

Approved by:

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

Note: This Agreement is subject to final approval by Daikin Applied.

PROJECT PROPOSAL

City of Pensacola - West Florida Library Equipment Installation

1301 West Gregory Street
Pensacola, FL 32502

Proposal #: Q-00097655
License #: CMC056831
OMNIA Certified Proposal #: R200401-FL-316546
OMNIA Membership #:2542360



Prepared for:

Randal Pierce
Admin
CITY OF PENSACOLA
6/30/2022

Prepared by:

Anthony 'Spence' Corrao
Account Executive
Pensacola District
[Phone: \(850\)-420-8592](tel:(850)420-8592)
[E-mail: spence.corrao@daikinapplied.com](mailto:spence.corrao@daikinapplied.com)

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin Applied agrees to provide the following turnkey solution as listed in the scope of work below.

City of Pensacola – West Florida Library Install (2) Condensing Units

- Lock out and tag out existing 35 ton condensing unit per the Daikin Applied safety protocol.
- Per epa regulations recover the existing refrigerant in circuit 1 and 2 and dispose of.
- Disconnect existing electrical and control connections.
- Disconnect and demo existing refrigerant piping as needed.
- Using a boom truck remove existing condensing unit and dispose of.
- Set (2) new condensing units previously purchased by the City of Pensacola.
- Provide and install (2) 100-amp 3R fused disconnects.
- Provide and install gutter for wire taps.
- Install rigid raceways on top of slab for power.
- Extend raceways and control wiring as needed for new units.
- Tie in electrical and control wiring to new condensing units.
- Extend refrigerant piping as needed to connect existing line sets.
- Pressure test both circuits with nitrogen and check for leaks.
- Evacuate circuits overnight to 500 microns.
- Charge both circuits to nameplate with new refrigerant.
- Start circuits and monitor operation, trim charge as needed.

**1 year warranty on new work performed.*

**Costs included to pull necessary permits for new equipment installation.*

Exclusions

- Modifications to existing controls.

- Modifications to existing piping other than listed.
- Modifications or repairs to existing air handler.
- Anything not listed in the scope of work above.

Proposal Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

OMNIAPricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$30,746.44 Thirty Thousand, Seven Hundred Forty Six dollars and Forty Four cents

**Price does not include applicable sales tax*

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Randal Pierce
CITY OF PENSACOLA
2757 N Palafox St
Pensacola, FL 32501

Site Address:
1301 West Gregory Street
Pensacola, FL 32502

Accepted by:

James W. Cook

(Print Full Legal Name of Customer)

James W. Cook

(Signature)

Public Works Deputy Director of Ops

(Title)

7/7/22

Date:

Approved by:

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Title)

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00839

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Delarian Wiggins

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of \$2,000 for the Escambia County Sheriff Foundation and \$1,000 for the funding of the P.A.I.N. Memorial Garden from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Escambia County Sheriff Foundation was formed in January 2021 to support the mission, engagement efforts, and employees of the Escambia County Sheriff's Office. Their request of \$2,000 in discretionary funding is to assist in their ability to promote positive engagement opportunities between the Escambia County sheriff's Office and the community. They will utilize the funding to support various programs including Sheriff's Movie Nights, Shop With A Cop, The Sheriff's Blazer Academy and the annual Criminal Justice Academy Superlative Award Recognition.

The P.A.I.N. Memorial Garden will be an area in the Corinne Jones Park dedicated to victims of street violence mostly that resulted in the death of a young person. It will be an area whereby parents or loved ones can go, sit and reflect on their lost loved ones. The Parks and Recreation will have oversight of this project and the funding will be used for the purchase of materials to fund this memorial garden.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$6,947	Current Balance - District 7 Discretionary Funds
Actual:	\$2,000	Escambia County Sheriff Foundation
	<u>1,000</u>	P.A.I.N. Memorial Garden
	<u>\$3,000</u>	

FINANCIAL IMPACT:

A balance of \$6,947 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$3,947 will remain within that account.

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00840

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ANN HILL - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$1,000 for the P.A.I.N. Memorial Garden from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The P.A.I.N. Memorial Garden will be an area in the Corinne Jones Park dedicated to victims of street violence mostly that resulted in the death of a young person. It will be an area whereby parents or loved ones can go, sit and reflect on their lost loved ones. The Parks and Recreation will have oversight of this project and the funding will be used for the purchase of materials to fund this memorial garden.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget: \$6,622.68 Current Balance - District 6 Discretionary Funds

Actual: \$1,000.00 P.A.I.N. Memorial Garden

FINANCIAL IMPACT:

A balance of \$6,622.68 is currently within the District 6 Discretionary Fund Account. Upon approval

by City Council a balance of \$5,622.68 will remain within that account.

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00842

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jared Moore

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of \$1,000 for the East Pensacola Heights Neighborhood Association for the purpose of installation of neighborhood signage.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The East Pensacola Heights Neighborhood Association is a non-profit organization desiring to install neighborhood signage. Funding in the amount of \$1,000 will assist to offset some of the costs associated with the design and implementation of this project.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$25,354	Current Balance - District 4 Discretionary Funds
Actual:	\$ 1,000	East Pensacola Heights Neighborhood Association

FINANCIAL IMPACT:

A balance of \$25,354 is currently within the District 4 Discretionary Fund Account. Upon approval by

City Council a balance of \$24,354 will remain within that account.

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00843

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

RECOMMENDATION:

That City Council approve funding of \$2,000 for the P.A.I.N. Memorial Garden and \$820 for the use of the Chappie James Museum of Pensacola, Inc. from the City Council Discretionary Funds for District 5.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The P.A.I.N. Memorial Garden will be an area in the Corinne Jones Park dedicated to victims of street violence mostly that resulted in the death of a young person. It will be an area whereby parents or loved ones can go, sit and reflect on their lost loved ones. The Parks and Recreation will have oversight of this project and the funding will be used for the purchase of materials to fund this memorial garden.

The Chappie James Museum of Pensacola, Inc. located at 1606 Dr. Martin Luther King Jr. Drive was the location for a Town Hall Meeting for the District 5 City Council Member on August 3, 2022 and included refreshments and a museum tour prior to the Town Hall Meeting. The \$820 requested is for the use of that facility for the Town Hall Meeting as well as the costs associated with providing refreshments for the attendees.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$7,732	Current Balance - District 5 Discretionary Funds
Actual:	\$2,000	P.A.I.N. Memorial Garden
	<u>820</u>	Chappie James Museum of Pensacola, Inc.
	<u>\$2,820</u>	

FINANCIAL IMPACT:

A balance of \$7,732 is currently within the District 5 Discretionary Fund Account. Upon approval by City Council a balance of \$4,912 will remain within that account.

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00772

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: REQUEST FOR FUTURE LAND USE MAP AND ZONING MAP AMENDMENT - 411 N. BAYLEN STREET

RECOMMENDATION:

That City Council conduct a Public Hearing on August 18, 2022, to consider the request to amend the Future Land Use Map and Zoning Map for 411 N. Baylen Street.

HEARING REQUIRED: Public

SUMMARY:

Buddy Page Professional Growth Management Services, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 411 N. Baylen Street. This parcel is split zoned between the PR-2 and the R-NC (Residential/Neighborhood Commercial) zoning districts. It is solely the R-NC portion of this parcel that is proposed to be amended to the C-1, Commercial Zoning District and the FLUM to Commercial.

Existing Zoning	Proposed Zoning	Existing FLUM	Proposed FLUM	Approx. Lot Size
R-NC	C-1	RNC	C	1.1

- **R-NC (*existing* zoning)** The residential/neighborhood commercial land use district is established for the purpose of providing for a mixture of residential housing types and densities, professional uses and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When the R-NC/R-NCB zone is established in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the zoning regulations are intended to provide for infill development at a density, character and scale compatible with the surrounding area. When the R-NC/R-NCB zoning district is located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the zoning regulations are intended to provide for mixed office, commercial and residential development.

- C-1 (proposed zoning). The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.
- RNC (existing FLUM) The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development.
- Commercial (proposed FLUM) The Commercial Future Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development.

This request has been routed through the various City departments and utility providers. Those comments are attached for your review.

On July 12, 2022, the Planning Board recommended approval of the request with a 5:0 vote.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

7/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Cynthia Cannon, AICP, Assistant Planning and Zoning Manager

ATTACHMENTS:

- 1) Planning Board Rezoning Application
- 2) Planning Board Minutes July 12 2022 - DRAFT
- 3) Future Land Use Map August 2022
- 4) Zoning Map August 2022
- 5) Proposed Ordinance No. 33-22
- 6) Proposed Ordinance No. 34-22

PRESENTATION: No



REZONING

Please check application type:

☐

Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐

(< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐

(≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Buddy Page Professional Growth Mgt. Svs., LLC Date: _____

Address: 5337 Hamilton Lane Pace, Florida 32571

Phone: 850-232-9853 Fax: _____ Email: budpage1@att.net

Property Information:

Owner Name: ~~Invest Baylen, LLC~~ ^{BJN} 401/411 BAYLEN, INC. Phone: _____

Location/Address: Belmont between Spring and Baylen Streets - see attached location maps

Parcel ID: 00 - OS - 00 - 9010 - 010 - 012 Acres/Square Feet: 2.30ac

Zoning Classification: Existing RNC Proposed C-1

Future Land Use Classification: Existing N/A Proposed N/A

Reason Rezoning Requested: hotel construction.

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10th day of May, 2022.

Applicant Signature

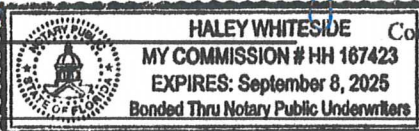
Applicant Name (Print)

Owner Signature

Owner Name (Print)

Sworn to and subscribed to before me this 10th day of May, 2022

Name: Halley Whiteside



Commission Expires: 09/08/2025

Eric Nickelsen is personally known to me

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P95000062853

Entity Name: 401/411 BAYLEN, INC.

Current Principal Place of Business:

17 WEST CEDAR STREET
SUITE 2
PENSACOLA, FL 32502

Current Mailing Address:

P.O. BOX 12725
PENSACOLA, FL 32591 US

FEI Number: 59-3334696

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NICKELSEN, ERIC J
120 EAST MAIN STREET
SUITE E
PENSACOLA, FL 32501 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name CHADBOURNE, EDWARD M JR.
Address 192 HEWITT STREET
City-State-Zip: PENSACOLA FL 32503

Title PD
Name NICKELSEN, ERIC J
Address 120 EAST MAIN STREET, SUITE E
City-State-Zip: PENSACOLA FL 32502

Title DV
Name RUSSENBERGER, RAY D
Address 1901 CYPRESS STREET
City-State-Zip: PENSACOLA FL 32501

Title DST
Name MORETTE, SHARON S
Address 2503 NORTH 12TH AVE
City-State-Zip: PENSACOLA FL 32503

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ERIC NICKELSEN

PRESIDENT

04/18/2022

Electronic Signature of Signing Officer/Director Detail

Date

OR Bk3878 Pg0389
INSTRUMENT 00255830

1950
2625
STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

401/411 BAYLEN, INC.

D S PD \$2,625.00
Mort \$0.00 ASUM \$0.00
NOVEMBER 29, 1995
Ernie Lee Magaha,
Clerk of the Circuit Court
BY: *[Signature]* D.C.

THIS DEED, made this 28th day of November 1995, by ESCAMBIA COUNTY, a political subdivision of the state of Florida, acting through its duly authorized BOARD OF COUNTY COMMISSIONERS, party of the first part ("Grantor"), and 401/411 BAYLEN, INC., party of the second part ("Grantee"), whose mailing address is P. O. Box 986, Pensacola, Florida 32595.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Three Hundred Seventy Five Thousand Dollars and No/100 (\$375,000.00), and other good and valuable considerations in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, bargain, sell, release, remise and convey unto Grantee, Grantee's heirs, successors and assigns, forever, the real property described in Exhibit "A" attached hereto, situate, lying and being in Escambia County, Florida.

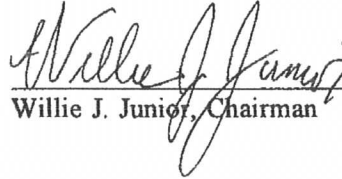
SUBJECT TO:

- a. Ad valorem real property taxes for the years subsequent to the time of closing and applicable land use regulations.
- b. Unrecorded Lease Agreement dated July 6, 1995 by and between Escambia County and the Civil Service Board of Escambia County.
- c. Restrictions and easement recorded on plat.

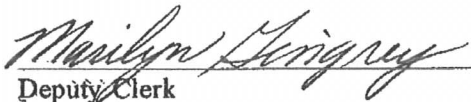
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

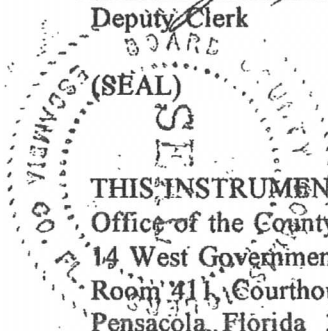
IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS


Willie J. Junior, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Deputy Clerk



THIS INSTRUMENT PREPARED BY:
Office of the County Attorney
14 West Government Street
Room 411, Courthouse Annex
Pensacola, Florida 32501

f:\user\instupar\docs\sale\baylen.ded
September 14, 1995

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of that certain parcel(s) of property lying and being situated in the County of Escambia, State of Florida, and being more particularly described as follows:

PARCEL NO. 1

The North 10 feet of Lot 8, all of Lots 9 and 10, Block 12, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 2

The east 13 feet of Lots 1 thru 5 inclusive; the East 8 feet of Lot 12; all of Lots 13 and 14; all of Lots 18 thru 22 inclusive; the North 86 feet of Lots 25, 26 and 27; Lot 28; LESS the East 15 feet of the South 64 feet thereof, all in Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 3

All of Lots 23 and 24; the South 64 feet of Lots 25 and 26, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 4

The South 64 feet of Lot 27, and the East 15 feet of the South 64 feet of Lot 28, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 5

The West 55 feet of the East 68 feet of Lot 1, the West 55 feet of the East 68 feet of the South 25 feet of Lot 2, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 6

The West 57 feet of Lot 1, the West 112 feet of Lot 2, LESS the East 55 feet of the South 25 feet thereof; the West 112 feet of Lots 3 thru 5 inclusive, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

OR Bk3878 Pg0392
INSTRUMENT 00255830

BEING ALSO DESCRIBED AS FOLLOWS:

All of Lots 1 thru 5, both inclusive, 9, 10, 13, 14 18 through 28, both inclusive, the North 10 feet of Lot 8 and the East 8 feet of Lot 12, Block 12, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

Parcel Identification Number: 00-05-00-9010-010-002 (As to Parcels 1, 2, 4, 5, &6)
00-05-00-9010-230-12 (As to Parcel 3)

Approximately 2.30 acres

Instrument 00255830
Filed and recorded in the
Official Records
NOVEMBER 29, 1995
at 01:59 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)

[Nav. Mode](#)
☒ Account
 ☐ Parcel ID

[Printer Friendly Version](#)

General Information

Parcel ID:

000S009010010012

Account:

131049000

Owners:

401/411 BAYLEN INC

Mail:

PO BOX 12725
PENSACOLA, FL 32591

Situs:

411 N BAYLEN ST 32501

Use Code:

OFFICE, MULTI-STORY

Taxing Authority:

PENSACOLA CITY LIMITS

Tax Inquiry:

[Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2021	\$480,902	\$1,303,568	\$1,784,470	\$1,784,470
2020	\$455,855	\$1,305,275	\$1,761,130	\$1,761,130
2019	\$455,855	\$1,270,916	\$1,726,771	\$1,606,840

Disclaimer

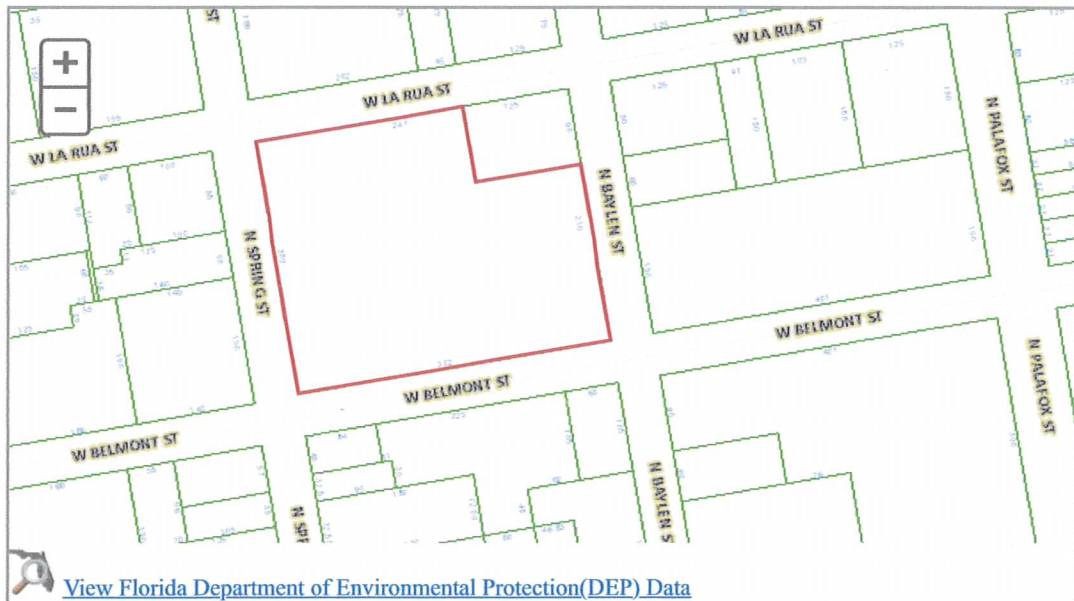
Market Value Breakdown Letter

Tax Estimator

Download Income & Expense Survey

Sales Data						2021 Certified Roll Exemptions
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None
11/1995	3878	389	\$375,000	WD		Legal Description LTS 1 THRU 14 & LTS 18 THRU 28 BLK 12 BELMONT TRACT OR 3878 P 389 OR 4296 P 316 OR 4882 P 489 CA 76
07/1994	3622	385	\$375,000	WD		
10/1983	1819	581	\$100	WD		
08/1983	1796	216	\$100	QC		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features ASPHALT PAVEMENT BRICK PAVING/WALK CONCRETE PAVING CONCRETE WALKS ELEVATOR MISC PARKING LIGHT WOOD FENCE

Parcel Information	Launch Interactive Map
Section Map Id: CA076 Approx. Acreage: 2.3037 Zoned: CONSULT ZONING AUTHORITY Evacuation & Flood Information Open Report	



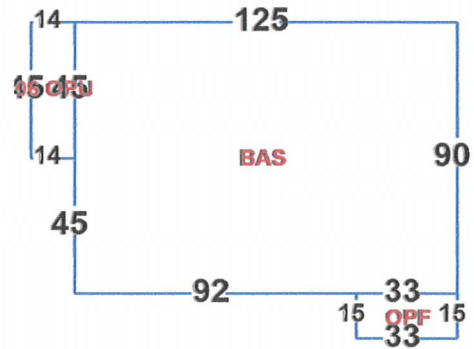
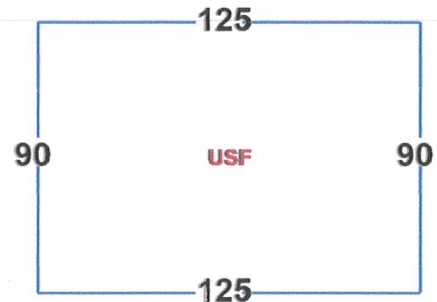
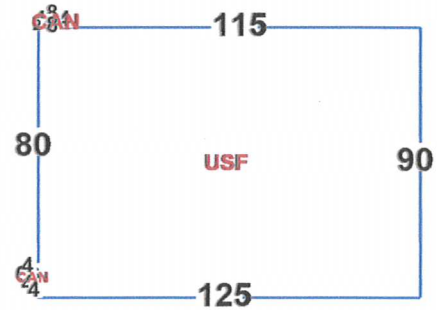
[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address: 411 N BAYLEN ST, Year Built: 1972, Effective Year: 1980, PA Building ID#: 17602

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-0
 EXTERIOR WALL-PRECAST PAN/CON
 EXTERIOR WALL-BRICK-BLK.BKUP.
 FLOOR COVER-CARPET
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-PANEL-CUSTOM
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-24
 NO. STORIES-2
 ROOF COVER-BLT UP MTL/GYP
 ROOF FRAMING-CONCRETE
 STORY HEIGHT-10
 STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 34931 Total SF

BASE AREA - 11250
 CANOPY - 56
 OPEN PORCH FIN - 495
 OPEN PORCH UNF - 630
 UPPER STORY FIN - 22500

Address: 401 N BAYLEN ST, Year Built: 1960, Effective Year: 1980, PA Building ID#: 17603

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
 DWELLING UNITS-0

EXTERIOR WALL-BRICK-FACE/VENEER
 EXTERIOR WALL-CONCRETE BLOCK
 FLOOR COVER-CARPET
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-13
 NO. STORIES-1
 ROOF COVER-BLT UP ON WOOD
 ROOF FRAMING-WOOD FRAME/TRUS
 STORY HEIGHT-10
 STRUCTURAL FRAME-MASONRY PIL/STL

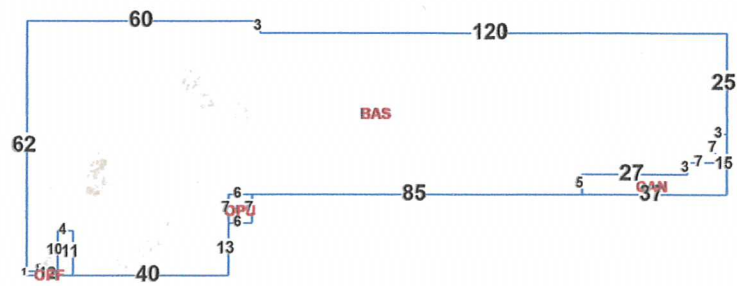
Areas - 8462 Total SF

BASE AREA - 8132

CANOPY - 236

OPEN PORCH FIN - 52

OPEN PORCH UNF - 42



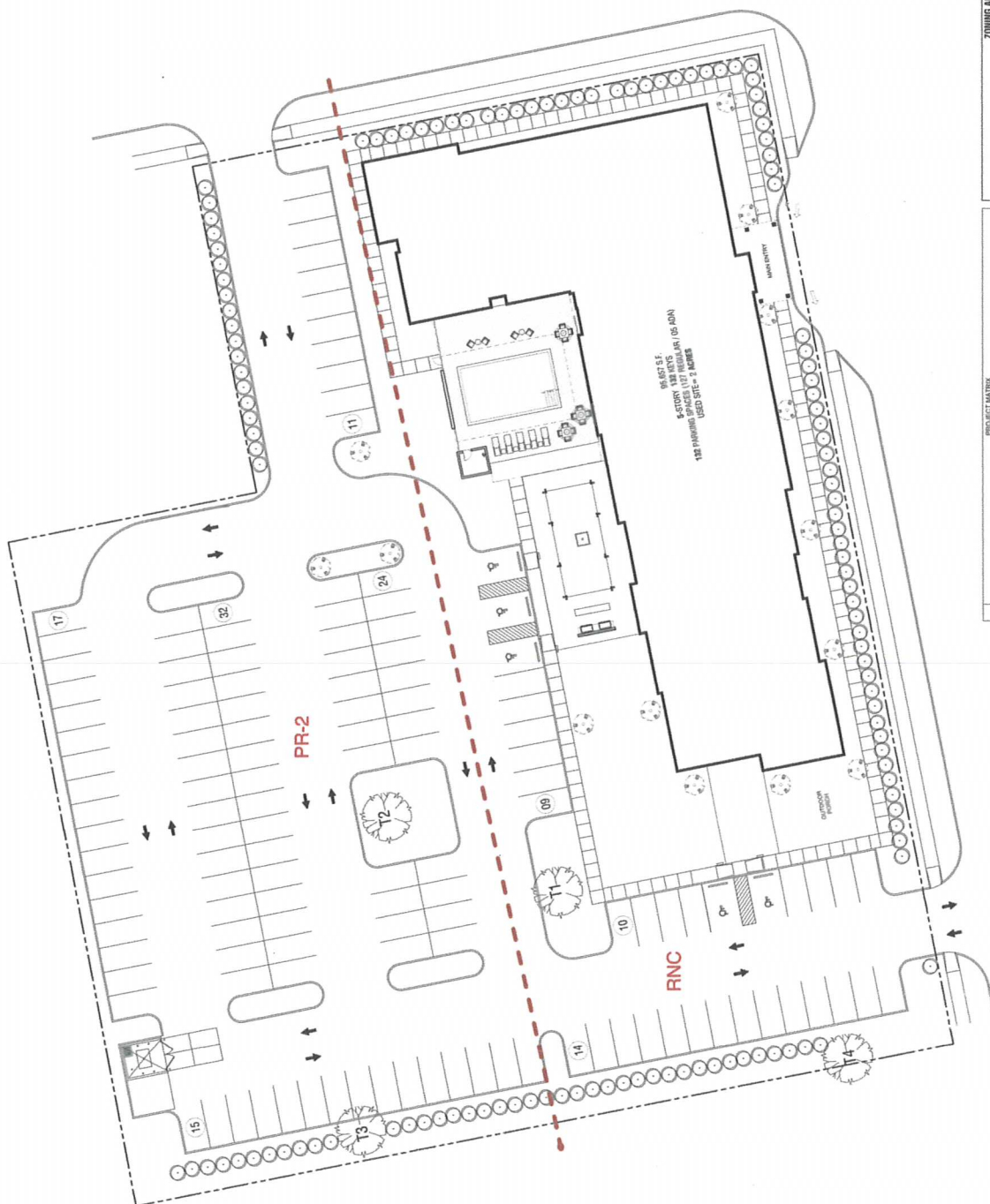
Images

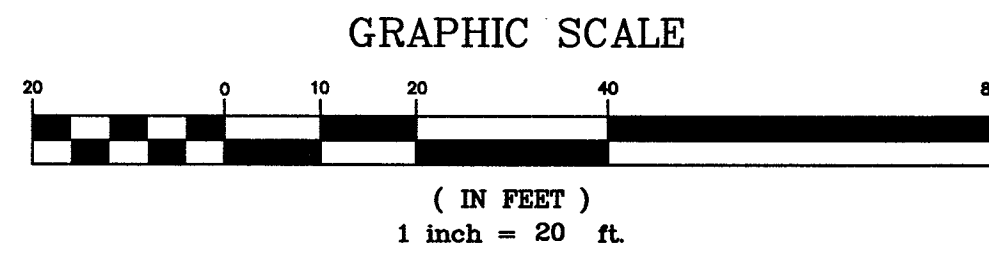
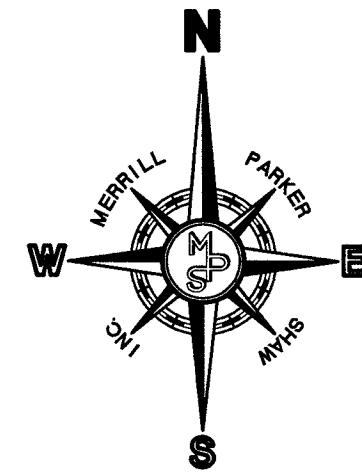
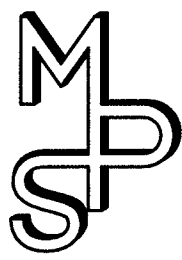


1/5/22

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

Last Updated:01/10/2022 (tc.12591)

[illegible][illegible]



REZONING BOUNDARY SURVEY

A PORTION OF BLOCK 12,
"THE CITY OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: N/A

DESCRIPTION: (PREPARED BY MERRILL, PARKER, SHAW, INC.)

LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WARSON IN 1906.

SURVEYOR'S NOTES:

- 1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 09 DEGREES 49 MINUTES 29 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF N. BAYLEN STREET (50' R/W) IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
- 2) SOURCE OF INFORMATION: THE DEEDS OF RECORD IN ESCAMBIA COUNTY, FLORIDA; THE RECORD MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WARSON IN 1906, AND EXISTING FIELD MONUMENTATION.
- 3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.
- 4) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- 5) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.
- 6) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.
- 7) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
- 8) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.
- 9) THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION GPS NETWORK.

LEGEND:

- ① ~ 1/2" PLAIN IRON PIPE, UNNUMBERED (FOUND)
- ~ MAG NAIL, UNNUMBERED (FOUND)
- ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (FOUND)
- ~ 1/2" RED-CAPPED IRON ROD, NUMBER 7174 (FOUND)
- ~ NAIL AND DISK IN CONCRETE WALL, 7174 (FOUND)
- ~ NAIL & DISK IN ASPHALT ROAD, NUMBER 7174 (SET)
- ~ NAIL & DISK, NUMBER 7174 (SET)
- ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- P.I. ~ POINT OF INTERSECTION
- R/W ~ RIGHT OF WAY
- O.R. ~ OFFICIAL RECORDS
- (P) ~ PLATTED INFORMATION (CITY OF PENSACOLA)
- (F) ~ FIELD MEASUREMENT / INFORMATION
- (D) ~ DEED / DESCRIPTION INFORMATION
- FOC ~ FIBER OPTIC CABLE
- DBH ~ DIAMETER AT BREST HEIGHT
- INDICATES NOT TO SCALE
- OVERHEAD ELECTRIC LINE
- 6" HIGH WOOD PRIVACY FENCE
- 4" HIGH CHAIN LINK FENCE
- 4" HIGH WOOD FENCE
- ~ UTILITY POLE
- ~ WATER VALVE
- ~ WATER METER
- ~ LIGHT POLE

CERTIFIED TO:

JATIN BHAKTA
THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 63-17.001 AND 63-17.002, PURSUANT TO CHAPTER 472.007, FLORIDA STATUTES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL 32503

E. Wayne Parker 5/24/22
E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3863 CORPORATE NUMBER 7174
STATE OF FLORIDA

E. WAYNE PARKER, P.L.S. NO. 3863, CORPORATE NO. 7174, STATE OF FLORIDA

MERRILL PARKER SHAW, INC.
PROFESSIONAL SURVEYING SERVICES
4928 N. DAVIS HWY
PENSACOLA, FL 32503
PHONE: (850) 478-4893
FAX: (850) 478-4894
FLORIDA CORPORATION NUMBER 7174

REZONING BOUNDARY SURVEY
A PORTION OF BLOCK 12,
"THE CITY OF PENSACOLA"
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: N/A

JOB NO. SHEET
22-14343 1 OF 1
REZONE

REQUESTED BY: JATIN BHAKTA
PREPARED FOR: JATIN BHAKTA



DATE: 03/03/2022

FIELD DATE: 05/23/22

FIELD BOOK: 492, PAGE 46

CHECKED: EWP

DRAWN: RDC

SCALE: 1" = 20'

DATE: 03/03/2022

DATE: 03/03/2022

DATE: 03/03/2022

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DATE: 03/03/2022

DATE: 03/03/2022

DESCRIPTION: (PREPARED BY MERRILL PARKER SHAW,
INC)

LOTS 1 THROUGH 14 AND LOTS 18 THROUGH 28, ALL
INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO
THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY
THOMAS C. WARSON IN 1906.



Via E-Mail: jb@investfl.com

February 9, 2022

Jay Bhakta, President
Lodging Investments
8816 Spider Lily Way
Pensacola, FL 32526

*Re: Protected Tree Assessment
411 N Baylen Street, Escambia County, FL
WSI Project #2022-114*

Dear Mr. Bhakta,

As requested, WSI has physically identified trees afforded protection under City of Pensacola's Land Development Code within the parcel located at 411 N. Baylen Street in Pensacola, Florida. Each tree was marked in the field and located via GPS. See attached sketch.

Please understand that the tree locations provided by Wetland Sciences Inc. is not a survey and should be considered approximate unless verified by a land survey or other appropriate means. Wetland Sciences, Inc. is not a licensed surveyor or mapping company.

Please call me if you should have any questions. If

Sincerely,
WETLAND SCIENCES, INC.

Keith Johnson
Environmental Scientist

SUBJECT PROPERTY
2.3± AC (GIS CALCULATED)



FIELD LOCATED TREES
*SEE ATTACHED LIST

ID	Common	Name	Scientific	DBH (in)	Notes
T-1	Live Oak		<i>Quercus virginiana</i>	65.0	Heritage
T-2	Live Oak		<i>Quercus virginiana</i>	36.5	Heritage
T-3	Laurel Oak		<i>Quercus hemisphaerica</i>	35.6	Heritage, Storm Damage, large branch broken
T-4	Live Oak		<i>Quercus virginiana</i>	36.0	Heritage

NOTE: THIS IS NOT A SURVEY. ALL DATA WITHIN THIS MAP ARE SUPPLIED AS IS, WITHOUT WARRANTY. THIS PRODUCT HAS NOT BEEN PREPARED FOR LEGAL, ENGINEERING, OR SURVEY PURPOSES. USERS OF THIS INFORMATION SHOULD REVIEW OR CONSULT THE PRIMARY DATA SOURCES TO ASCERTAIN THE USABILITY OF THE INFORMATION.



**WETLAND
SCIENCES**
INCORPORATED

ENVIRONMENTAL CONSULTANTS

3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
CRAIG@WETLANDSCIENCES.COM

PROJECT NAME: 411 N BAYLEN ST

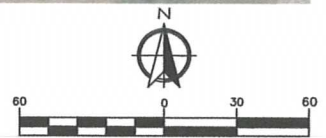
TREE LOCATION SKETCH

PROJECT NO.: 2022-III4

DRAWN BY: GEJ

DATE: 2/17/2022

SHEET: I



SCALE: 1" = 60 Feet



MINUTES OF THE PLANNING BOARD
July 12, 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 City Attorney
Lindsay, Deputy City Administrator Forte, Cultural Affairs
Coordinator Robinson, Executive Assistant Development
Services Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

OTHERS PRESENT: Jo MacDonald, Buddy Page, Jake Renfro, MaryAnn
Neamatalla, John Neamatalla, David Fitzpatrick

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 14, 2022

New Business:

- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 411 N.
Baylen Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul 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 June 14, 2022 minutes, seconded by Board Member Van Hoose, and it carried 5:0.

New Business –

**REQUEST FOR ZONING MAP AND FUTURE LAND USE MAP (FLUM)
AMENDMENT FOR 411 N. BAYLEN STREET**

Assistant Planning & Zoning Manager Cannon introduced the item and gave a brief overview of what is allowed in C-1. Buddy Page was called to speak on the item. Mr. Page mentioned he worked closely with Jo MacDonald regarding various concerns, including trees. Mr. Page went through all the changes to make the building aesthetically pleasing to the neighborhood. All development will occur on the south side of the parcel. Ms. MacDonald, President of the North Hill Preservation spoke in favor of the rezoning. Ms. MacDonald stated there were they had no reservations since it does not affect the north section of the parcel which is PR-2. Ms. MacDonald appreciated the changes being made but asked if it could be made conditional and go back to RNC if the developers walked away from the project. Chairperson Paul Ritz stated they cannot legally make it conditional. On behalf of the residents, Ms. MacDonald stated they approve of the most recent renderings. Jake Renfroe of Christ Church also addressed the board. Mr. Renfroe stated he is excited about the proposal; his only concern is if the project fell through but he also understands the board's restrictions against placing conditions on a rezoning request. Chairperson Paul Ritz stated the board is only there to determine if C-1 is appropriate for this parcel. Board Member Grundhoefer asked about the process and if it would be required to submit an application for aesthetic review. Historic Preservation Planner Harding stated any demolition and redevelopment on the north side would need ARB approval; however, the southern half would only be subject to the CRA Urban Overlay District. Board Member Grundhoefer asked if there were any red flags regarding the parking. Historic Preservation Planner Harding stated from an ARB perspective there were no concerns. Board Member Grundhoefer asked Mr. Page if a civil engineer was involved and how stormwater was being handled. David Fitzpatrick stated the site has 100% impervious coverage and is therefore exempt from additional stormwater requirements. David Fitzpatrick stated they will follow the same drainage trends that are existing and not looking at any retention onsite. Board Member Grundhoefer inquired about the establishment of the North Hill Preservation District. Historic Preservation Planner Harding stated that it was established around 1973.

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

Adjournment – With no further business, the Board adjourned at 2:27 p.m.

Respectfully Submitted,

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

0 90 180 Feet

Date: 6/28/2022



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\ZoningFLUChanges\401_411_Baylen\ProposedFLU.mxd



Proposed Future Land Use

H.P.

W LA RUA ST

- Requested Rezoning Area - 401/411 N Baylen St
- COMMERCIAL
- HISTORIC AND PRESERVATION
- MEDIUM DENSITY RESIDENTIAL
- RESIDENTIAL NEIGHBORHOOD COMMERCIAL

M.D.R.

N SPRING ST

411 N BAYLEN ST

C.

N BAYLEN ST

W BELMONT ST

R.N.C.

N BARCELONA ST

M.D.R.

0 90 180 Feet

Date: 5/16/2022



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\Zoning\FLUChanges\401_411_Baylen\ProposedZoning.mxd



Proposed Zoning

PR-2

PC-1

- Requested Rezoning Area - 401/411 N Baylen St
- RESIDENTIAL
- RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
- COMMERCIAL
- NORTH HILL PRESERVATION COMMERCIAL
- SITE SPECIFIC DEVELOPMENT (SSD)

411 N BAYLEN ST

C-1

C-2

W BELMONT ST

R-NCB

R-NC

C-2A

PROPOSED
ORDINANCE NO. 33-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

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

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

LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WATSON IN 1906.

is hereby changed from RNC, Residential Neighborhood Commercial, to C, Commercial.

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

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

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 34-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on August 18, 2022, concerning the following proposed zoning classification affecting the property described therein; and

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

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

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

LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WATSON IN 1906.

is hereby changed from R-NC, Residential/Neighborhood Commercial Land Use District, to C-1, Commercial Land Use.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 33-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 33-22 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT-411 N. BAYLEN STREET

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 33-22 on first reading:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Buddy Page Professional Growth Management Services, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 411 N. Baylen Street. This parcel is split zoned between the PR-2 and the R-NC (Residential/Neighborhood Commercial) zoning districts. It is solely the R-NC portion of this parcel that is proposed to be amended to the C-1, Commercial Zoning District and the FLUM to Commercial.

Existing Zoning	Proposed Zoning	Existing FLUM	Proposed FLUM	Approx. Lot Size
R-NC	C-1	RNC	C	1.1

- **R-NC (existing zoning)** The residential/neighborhood commercial land use district is established for the purpose of providing for a mixture of residential housing types and densities, professional uses and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When the R-NC/R-NCB zone is established in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the zoning regulations are intended to provide for infill development at a density, character and scale compatible with the surrounding area. When the R-NC/R-

NCB zoning district is located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the zoning regulations are intended to provide for mixed office, commercial and residential development.

- C-1 (proposed zoning). The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.
- RNC (existing FLUM) The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development.
- Commercial (proposed FLUM) The Commercial Future Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development.

This request has been routed through the various City departments and utility providers. Those comments are attached for your review.

On July 12, 2022, the Planning Board recommended approval of the request with a 5:0 vote.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

7/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Cynthia Cannon, AICP, Assistant Planning and Zoning Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 33-22
- 2) Planning Board Rezoning Application
- 3) Planning Board Minutes July 12 2022 - DRAFT
- 4) FLUM Map 2022

PRESENTATION: No

PROPOSED
ORDINANCE NO. 33-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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

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

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

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

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

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

LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WATSON IN 1906.

is hereby changed from RNC, Residential Neighborhood Commercial, to C, Commercial.

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

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

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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



REZONING

Please check application type:

<input type="checkbox"/> Conventional Rezoning	Comprehensive Plan / FLUM Amendment	
Application Fee: \$2,500.00	<input type="checkbox"/> (< 10 acres) \$3,500.00	<input type="checkbox"/> (≥ 10 acres) \$3,500.00
Rehearing/Rescheduling (Planning Board): \$250.00	\$250.00	\$250.00
Rehearing/Rescheduling (City Council): \$750.00	\$750.00	\$1,000.00

Applicant Information:

Name: Buddy Page Professional Growth Mgt. Svs., LLC Date: _____

Address: 5337 Hamilton Lane Pace, Florida 32571

Phone: 850-232-9853 Fax: _____ Email: budpage1@att.net

Property Information:

Owner Name: ~~Invest Baylen, LLC~~ ^{BJN} 401/411 BAYLEN, INC. Phone: _____

Location/Address: Belmont between Spring and Baylen Streets - see attached location maps

Parcel ID: 00 - OS - 00 - 9010 - 010 - 012 Acres/Square Feet: 2.30ac

Zoning Classification: Existing RNC Proposed C-1

Future Land Use Classification: Existing N/A Proposed N/A

Reason Rezoning Requested: hotel construction.

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10th day of May, 2022.

Applicant Signature

Applicant Name (Print)

W.C. PAGE

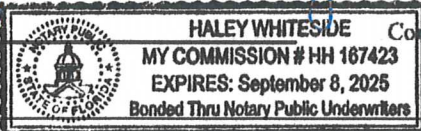
Owner Signature

Owner Name (Print)

Eric J Nickelsen

Sworn to and subscribed to before me this 10th day of May, 2022

Name: Halley Whiteside



Commission Expires: 09/08/2025

Eric Nickelsen is personally known to me

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P95000062853

Entity Name: 401/411 BAYLEN, INC.

Current Principal Place of Business:

17 WEST CEDAR STREET
SUITE 2
PENSACOLA, FL 32502

Current Mailing Address:

P.O. BOX 12725
PENSACOLA, FL 32591 US

FEI Number: 59-3334696

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NICKELSEN, ERIC J
120 EAST MAIN STREET
SUITE E
PENSACOLA, FL 32501 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title D
Name CHADBOURNE, EDWARD M JR.
Address 192 HEWITT STREET
City-State-Zip: PENSACOLA FL 32503

Title PD
Name NICKELSEN, ERIC J
Address 120 EAST MAIN STREET, SUITE E
City-State-Zip: PENSACOLA FL 32502

Title DV
Name RUSSENBERGER, RAY D
Address 1901 CYPRESS STREET
City-State-Zip: PENSACOLA FL 32501

Title DST
Name MORETTE, SHARON S
Address 2503 NORTH 12TH AVE
City-State-Zip: PENSACOLA FL 32503

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ERIC NICKELSEN

PRESIDENT

04/18/2022

Electronic Signature of Signing Officer/Director Detail

Date

OR Bk3878 Pg0389
INSTRUMENT 00255830

1950
2625
STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

401/411 BAYLEN, INC.

D S PD \$2,625.00
Mort \$0.00 ASUM \$0.00
NOVEMBER 29, 1995
Ernie Lee Magaha,
Clerk of the Circuit Court
BY: *[Signature]* D.C.

THIS DEED, made this 28th day of November 1995, by ESCAMBIA COUNTY, a political subdivision of the state of Florida, acting through its duly authorized BOARD OF COUNTY COMMISSIONERS, party of the first part ("Grantor"), and 401/411 BAYLEN, INC., party of the second part ("Grantee"), whose mailing address is P. O. Box 986, Pensacola, Florida 32595.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Three Hundred Seventy Five Thousand Dollars and No/100 (\$375,000.00), and other good and valuable considerations in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, bargain, sell, release, remise and convey unto Grantee, Grantee's heirs, successors and assigns, forever, the real property described in Exhibit "A" attached hereto, situate, lying and being in Escambia County, Florida.

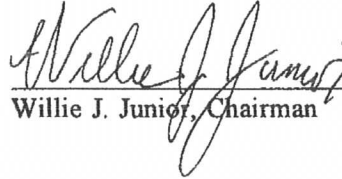
SUBJECT TO:

- a. Ad valorem real property taxes for the years subsequent to the time of closing and applicable land use regulations.
- b. Unrecorded Lease Agreement dated July 6, 1995 by and between Escambia County and the Civil Service Board of Escambia County.
- c. Restrictions and easement recorded on plat.

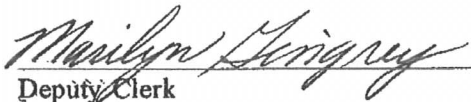
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

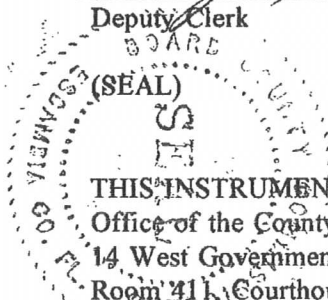
IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS


Willie J. Junior, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Deputy Clerk



THIS INSTRUMENT PREPARED BY:
Office of the County Attorney
14 West Government Street
Room 411, Courthouse Annex
Pensacola, Florida 32501

f:\user\instupar\docs\sale\baylen.ded
September 14, 1995

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of that certain parcel(s) of property lying and being situated in the County of Escambia, State of Florida, and being more particularly described as follows:

PARCEL NO. 1

The North 10 feet of Lot 8, all of Lots 9 and 10, Block 12, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 2

The east 13 feet of Lots 1 thru 5 inclusive; the East 8 feet of Lot 12; all of Lots 13 and 14; all of Lots 18 thru 22 inclusive; the North 86 feet of Lots 25, 26 and 27; Lot 28; LESS the East 15 feet of the South 64 feet thereof, all in Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 3

All of Lots 23 and 24; the South 64 feet of Lots 25 and 26, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 4

The South 64 feet of Lot 27, and the East 15 feet of the South 64 feet of Lot 28, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 5

The West 55 feet of the East 68 feet of Lot 1, the West 55 feet of the East 68 feet of the South 25 feet of Lot 2, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 6

The West 57 feet of Lot 1, the West 112 feet of Lot 2, LESS the East 55 feet of the South 25 feet thereof; the West 112 feet of Lots 3 thru 5 inclusive, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

OR Bk3878 Pg0392
INSTRUMENT 00255830

BEING ALSO DESCRIBED AS FOLLOWS:

All of Lots 1 thru 5, both inclusive, 9, 10, 13, 14 18 through 28, both inclusive, the North 10 feet of Lot 8 and the East 8 feet of Lot 12, Block 12, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

Parcel Identification Number: 00-05-00-9010-010-002 (As to Parcels 1, 2, 4, 5, &6)
00-05-00-9010-230-12 (As to Parcel 3)

Approximately 2.30 acres

Instrument 00255830
Filed and recorded in the
Official Records
NOVEMBER 29, 1995
at 01:59 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

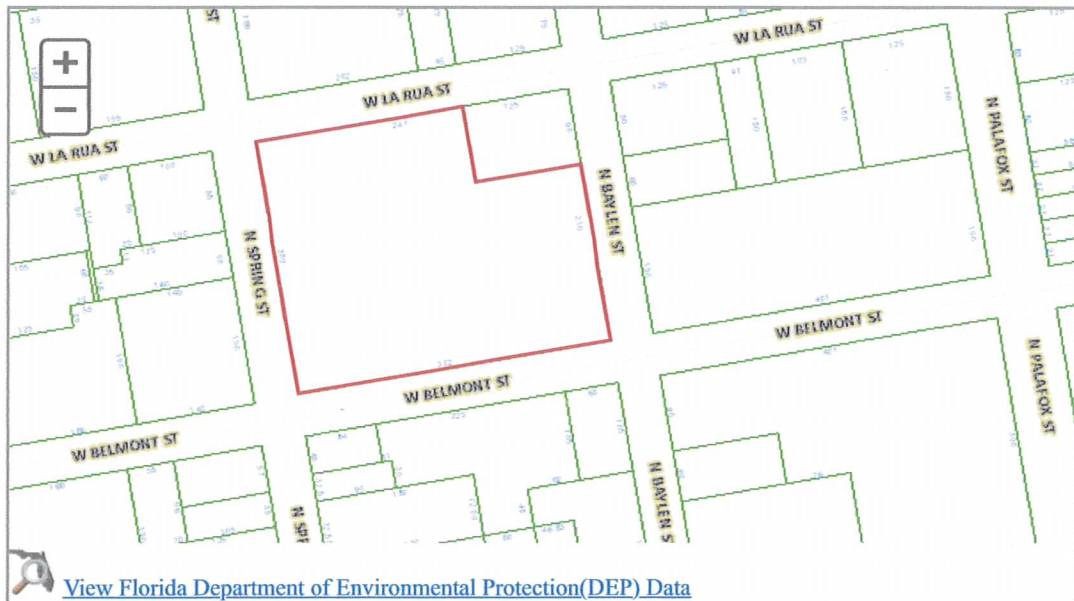
Nav. Mode ☒ Account ☐ Parcel ID

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	000S009010010012	Year	Land	Imprv	Total	Cap Val
Account:	131049000	2021	\$480,902	\$1,303,568	\$1,784,470	\$1,784,470
Owners:	401/411 BAYLEN INC	2020	\$455,855	\$1,305,275	\$1,761,130	\$1,761,130
Mail:	PO BOX 12725 PENSACOLA, FL 32591	2019	\$455,855	\$1,270,916	\$1,726,771	\$1,606,840
Situs:	411 N BAYLEN ST 32501	Disclaimer				
Use Code:	OFFICE, MULTI-STORY	Market Value Breakdown Letter				
Taxing Authority:	PENSACOLA CITY LIMITS	Tax Estimator				
Tax Inquiry:	Open Tax Inquiry Window	Download Income & Expense Survey				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2021 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
11/1995	3878	389	\$375,000	WD		Legal Description	
07/1994	3622	385	\$375,000	WD		LTS 1 THRU 14 & LTS 18 THRU 28 BLK 12 BELMONT TRACT OR 3878 P 389 OR 4296 P 316 OR 4882 P 489 CA 76	
10/1983	1819	581	\$100	WD		Extra Features	
08/1983	1796	216	\$100	QC		ASPHALT PAVEMENT	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						BRICK PAVING/WALK	
						CONCRETE PAVING	
						CONCRETE WALKS	
						ELEVATOR	
						MISC	
						PARKING LIGHT	
						WOOD FENCE	

Parcel Information	Launch Interactive Map
Section Map Id: CA076	
Approx. Acreage: 2.3037	
Zoned: CONSULT ZONING AUTHORITY	
Evacuation & Flood Information Open Report	



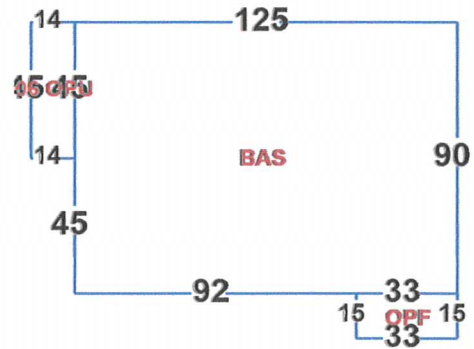
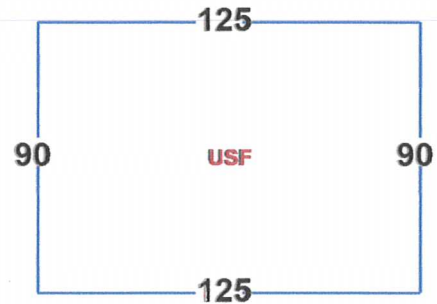
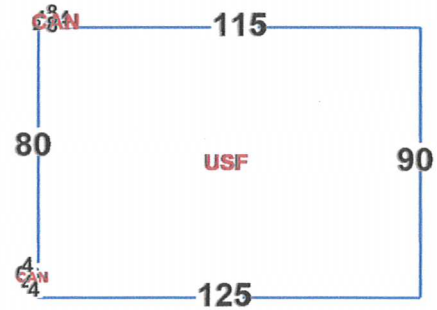
[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address: 411 N BAYLEN ST, Year Built: 1972, Effective Year: 1980, PA Building ID#: 17602

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-0
 EXTERIOR WALL-PRECAST PAN/CON
 EXTERIOR WALL-BRICK-BLK.BKUP.
 FLOOR COVER-CARPET
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-PANEL-CUSTOM
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-24
 NO. STORIES-2
 ROOF COVER-BLT UP MTL/GYP
 ROOF FRAMING-CONCRETE
 STORY HEIGHT-10
 STRUCTURAL FRAME-MASONRY PIL/STL




Areas - 34931 Total SF

BASE AREA - 11250
 CANOPY - 56
 OPEN PORCH FIN - 495
 OPEN PORCH UNF - 630
 UPPER STORY FIN - 22500

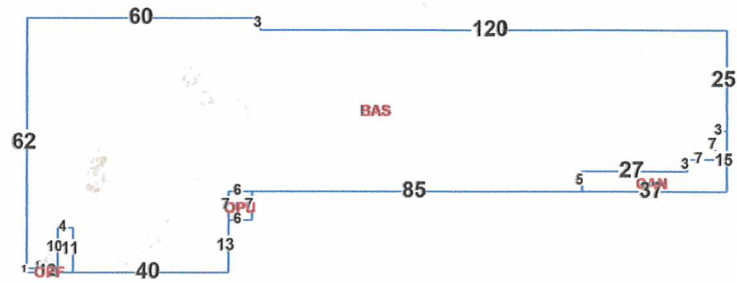
Address: 401 N BAYLEN ST, Year Built: 1960, Effective Year: 1980, PA Building ID#: 17603

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
 DWELLING UNITS-0

 Areas - 8462 Total SF

BASE AREA - 8132
CANOPY - 236
OPEN PORCH FIN - 52
OPEN PORCH UNF - 42

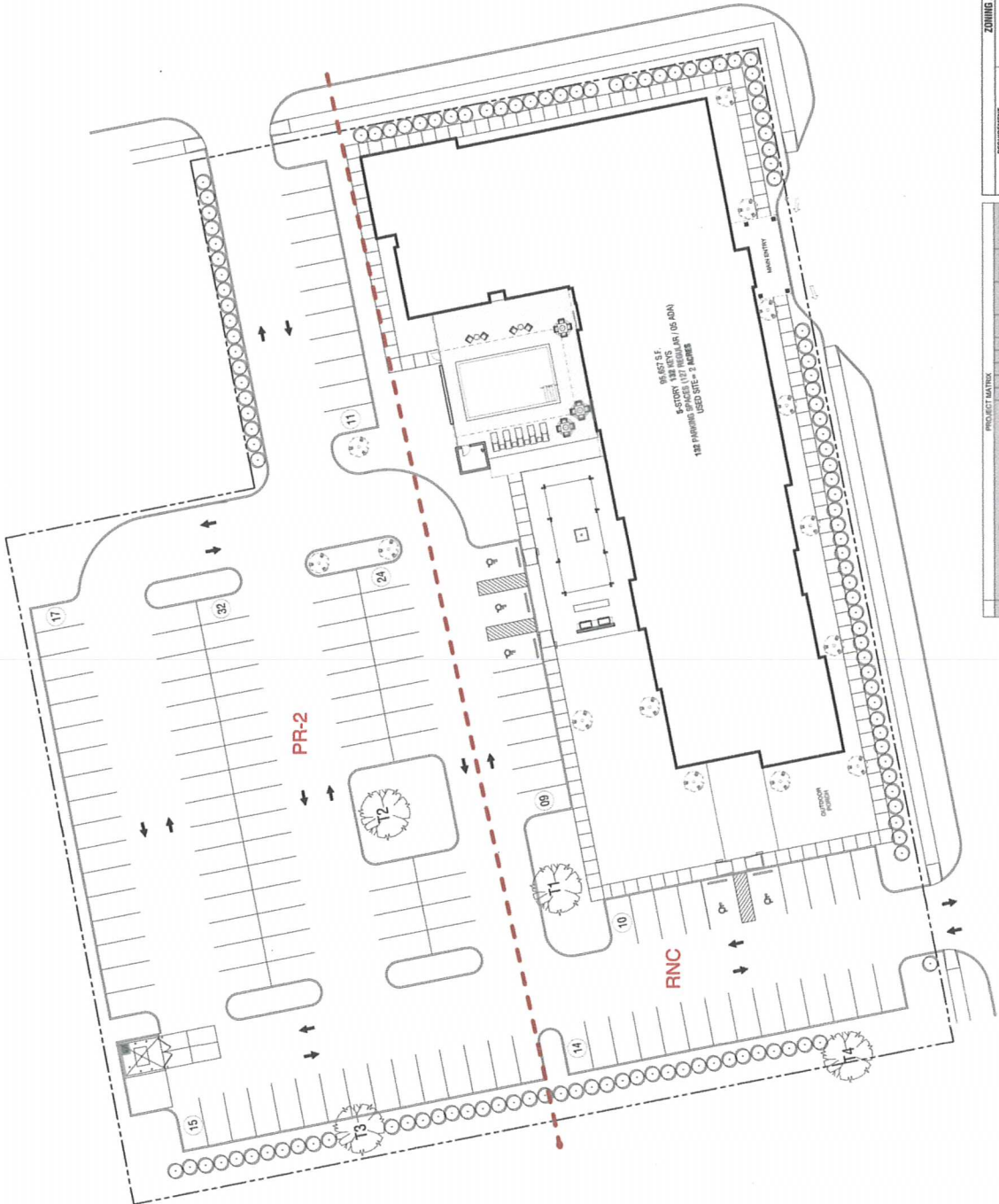


Images



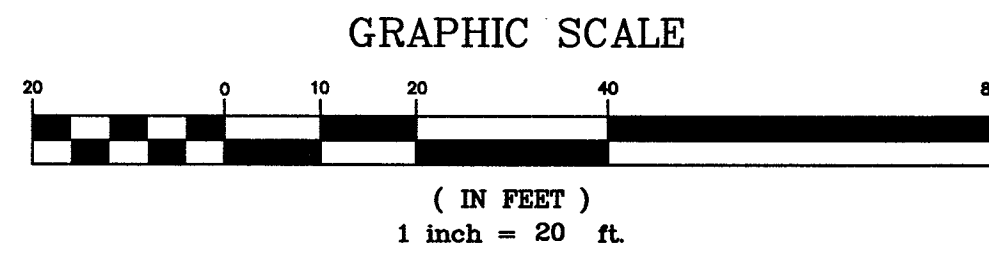
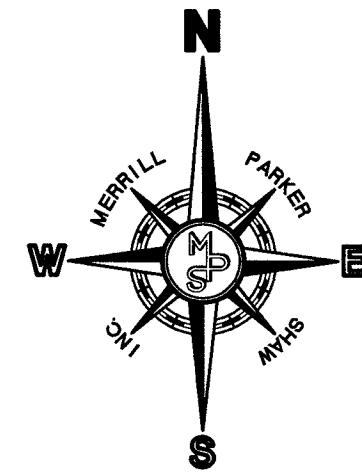
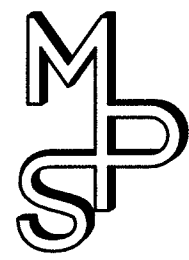
1/5/22

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.



ZONING ANALYSIS	
REQUIREMENT	COMPLIANCE
1. ZONING	Y
2. LOT AREA	Y
3. LOT COVERAGE	Y
4. LOT AREA PER UNIT	Y
5. LOT AREA PER UNIT	Y
6. LOT AREA PER UNIT	Y
7. LOT AREA PER UNIT	Y
8. LOT AREA PER UNIT	Y
9. LOT AREA PER UNIT	Y
10. LOT AREA PER UNIT	Y
11. LOT AREA PER UNIT	Y
12. LOT AREA PER UNIT	Y
13. LOT AREA PER UNIT	Y
14. LOT AREA PER UNIT	Y
15. LOT AREA PER UNIT	Y
16. LOT AREA PER UNIT	Y
17. LOT AREA PER UNIT	Y
18. LOT AREA PER UNIT	Y
19. LOT AREA PER UNIT	Y
20. LOT AREA PER UNIT	Y
21. LOT AREA PER UNIT	Y
22. LOT AREA PER UNIT	Y
23. LOT AREA PER UNIT	Y
24. LOT AREA PER UNIT	Y
25. LOT AREA PER UNIT	Y
26. LOT AREA PER UNIT	Y
27. LOT AREA PER UNIT	Y
28. LOT AREA PER UNIT	Y
29. LOT AREA PER UNIT	Y
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49. LOT AREA PER UNIT	Y
50. LOT AREA PER UNIT	Y

PROJECT MATRIX	
Room Type	Room Name
1. FLOOR AREA	1. FLOOR AREA
2. FLOOR AREA	2. FLOOR AREA
3. FLOOR AREA	3. FLOOR AREA
4. FLOOR AREA	4. FLOOR AREA
5. FLOOR AREA	5. FLOOR AREA
6. FLOOR AREA	6. FLOOR AREA
7. FLOOR AREA	7. FLOOR AREA
8. FLOOR AREA	8. FLOOR AREA
9. FLOOR AREA	9. FLOOR AREA
10. FLOOR AREA	10. FLOOR AREA
11. FLOOR AREA	11. FLOOR AREA
12. FLOOR AREA	12. FLOOR AREA
13. FLOOR AREA	13. FLOOR AREA
14. FLOOR AREA	14. FLOOR AREA
15. FLOOR AREA	15. FLOOR AREA
16. FLOOR AREA	16. FLOOR AREA
17. FLOOR AREA	17. FLOOR AREA
18. FLOOR AREA	18. FLOOR AREA
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24. FLOOR AREA	24. FLOOR AREA
25. FLOOR AREA	25. FLOOR AREA
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29. FLOOR AREA	29. FLOOR AREA
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47. FLOOR AREA	47. FLOOR AREA
48. FLOOR AREA	48. FLOOR AREA
49. FLOOR AREA	49. FLOOR AREA
50. FLOOR AREA	50. FLOOR AREA



REZONING BOUNDARY SURVEY

A PORTION OF BLOCK 12,
"THE CITY OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: N/A

DESCRIPTION: (PREPARED BY MERRILL, PARKER, SHAW, INC.)

LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WARSON IN 1906.

SURVEYOR'S NOTES:

- 1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 09 DEGREES 49 MINUTES 29 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF N. BAYLEN STREET (50' R/W) IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
- 2) SOURCE OF INFORMATION: THE DEEDS OF RECORD IN ESCAMBIA COUNTY, FLORIDA; THE RECORD MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WARSON IN 1906, AND EXISTING FIELD MONUMENTATION.
- 3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.
- 4) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- 5) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.
- 6) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.
- 7) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
- 8) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.
- 9) THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION GPS NETWORK.

LEGEND:

- ① ~ 1/2" PLAIN IRON PIPE, UNNUMBERED (FOUND)
- ~ MAG NAIL, UNNUMBERED (FOUND)
- ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (FOUND)
- ~ 1/2" RED-CAPPED IRON ROD, NUMBER 7174 (FOUND)
- ~ NAIL AND DISK IN CONCRETE WALL, 7174 (FOUND)
- ~ NAIL & DISK IN ASPHALT ROAD, NUMBER 7174 (SET)
- ~ NAIL & DISK, NUMBER 7174 (SET)
- ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- P.I. ~ POINT OF INTERSECTION
- R/W ~ RIGHT OF WAY
- O.R. ~ OFFICIAL RECORDS
- (P) ~ PLATTED INFORMATION (CITY OF PENSACOLA)
- (F) ~ FIELD MEASUREMENT / INFORMATION
- (D) ~ DEED / DESCRIPTION INFORMATION
- FOC ~ FIBER OPTIC CABLE
- DBH ~ DIAMETER AT BREST HEIGHT
- INDICATES NOT TO SCALE
- OVERHEAD ELECTRIC LINE
- 6" HIGH WOOD PRIVACY FENCE
- 4" HIGH CHAIN LINK FENCE
- 4" HIGH WOOD FENCE
- ~ UTILITY POLE
- ~ WATER VALVE
- ~ WATER METER
- ~ LIGHT POLE

CERTIFIED TO:

JATIN BHAKTA
THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 63-17.001 AND 63-17.002, PURSUANT TO CHAPTER 472.007, FLORIDA STATUTES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL 32503

E. Wayne Parker 5/24/22
E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3863 CORPORATE NUMBER 7174
STATE OF FLORIDA

E. WAYNE PARKER, P.L.S. NO. 3863, CORPORATE NO. 7174, STATE OF FLORIDA

MERRILL PARKER SHAW, INC.
PROFESSIONAL SURVEYING SERVICES
4928 N. DAVIS HWY
PENSACOLA, FL 32503
PHONE: (850) 478-4893
FAX: (850) 478-4894
FLORIDA CORPORATION NUMBER 7174

REZONING BOUNDARY SURVEY
A PORTION OF BLOCK 12,
"THE CITY OF PENSACOLA"
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: N/A

JOB NO. SHEET
22-14343 1 OF 1
REZONE

DESCRIPTION: (PREPARED BY MERRILL PARKER SHAW,
INC)

LOTS 1 THROUGH 14 AND LOTS 18 THROUGH 28, ALL
INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO
THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY
THOMAS C. WARSON IN 1906.



Via E-Mail: jb@investfl.com

February 9, 2022

Jay Bhakta, President
Lodging Investments
8816 Spider Lily Way
Pensacola, FL 32526

*Re: Protected Tree Assessment
411 N Baylen Street, Escambia County, FL
WSI Project #2022-114*

Dear Mr. Bhakta,

As requested, WSI has physically identified trees afforded protection under City of Pensacola's Land Development Code within the parcel located at 411 N. Baylen Street in Pensacola, Florida. Each tree was marked in the field and located via GPS. See attached sketch.

Please understand that the tree locations provided by Wetland Sciences Inc. is not a survey and should be considered approximate unless verified by a land survey or other appropriate means. Wetland Sciences, Inc. is not a licensed surveyor or mapping company.

Please call me if you should have any questions. If

Sincerely,
WETLAND SCIENCES, INC.

Keith Johnson
Environmental Scientist

SUBJECT PROPERTY
2.3± AC (GIS CALCULATED)



FIELD LOCATED TREES
*SEE ATTACHED LIST

ID	Common	Name	Scientific	DBH (in)	Notes
T-1	Live Oak		<i>Quercus virginiana</i>	65.0	Heritage
T-2	Live Oak		<i>Quercus virginiana</i>	36.5	Heritage
T-3	Laurel Oak		<i>Quercus hemisphaerica</i>	35.6	Heritage, Storm Damage, large branch broken
T-4	Live Oak		<i>Quercus virginiana</i>	36.0	Heritage

NOTE: THIS IS NOT A SURVEY. ALL DATA WITHIN THIS MAP ARE SUPPLIED AS IS, WITHOUT WARRANTY. THIS PRODUCT HAS NOT BEEN PREPARED FOR LEGAL, ENGINEERING, OR SURVEY PURPOSES. USERS OF THIS INFORMATION SHOULD REVIEW OR CONSULT THE PRIMARY DATA SOURCES TO ASCERTAIN THE USABILITY OF THE INFORMATION.



APPROXIMATE
PARCEL BOUNDARY
PER ESCAMBIA COUNTY
GIS DATA

PROTECTED TREE
(TYPICAL)

**WETLAND
SCIENCES**
INCORPORATED

ENVIRONMENTAL CONSULTANTS

3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
CRAIG@WETLANDSCIENCES.COM

PROJECT NAME: 411 N BAYLEN ST

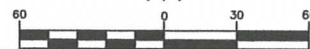
TREE LOCATION SKETCH

PROJECT NO.: 2022-III4

DRAWN BY: GEJ

DATE: 2/17/2022

SHEET: I



SCALE: 1" = 60 Feet



MINUTES OF THE PLANNING BOARD
July 12, 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 City Attorney Lindsay, Deputy City Administrator Forte, Cultural Affairs Coordinator Robinson, Executive Assistant Development Services Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

OTHERS PRESENT: Jo MacDonald, Buddy Page, Jake Renfro, MaryAnn Neamatalla, John Neamatalla, David Fitzpatrick

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 14, 2022

New Business:

- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 411 N. Baylen Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul 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 June 14, 2022 minutes, seconded by Board Member Van Hoose, and it carried 5:0.

New Business –

**REQUEST FOR ZONING MAP AND FUTURE LAND USE MAP (FLUM)
AMENDMENT FOR 411 N. BAYLEN STREET**

Assistant Planning & Zoning Manager Cannon introduced the item and gave a brief overview of what is allowed in C-1. Buddy Page was called to speak on the item. Mr. Page mentioned he worked closely with Jo MacDonald regarding various concerns, including trees. Mr. Page went through all the changes to make the building aesthetically pleasing to the neighborhood. All development will occur on the south side of the parcel. Ms. MacDonald, President of the North Hill Preservation spoke in favor of the rezoning. Ms. MacDonald stated there were they had no reservations since it does not affect the north section of the parcel which is PR-2. Ms. MacDonald appreciated the changes being made but asked if it could be made conditional and go back to RNC if the developers walked away from the project. Chairperson Paul Ritz stated they cannot legally make it conditional. On behalf of the residents, Ms. MacDonald stated they approve of the most recent renderings. Jake Renfroe of Christ Church also addressed the board. Mr. Renfroe stated he is excited about the proposal; his only concern is if the project fell through but he also understands the board's restrictions against placing conditions on a rezoning request. Chairperson Paul Ritz stated the board is only there to determine if C-1 is appropriate for this parcel. Board Member Grundhoefer asked about the process and if it would be required to submit an application for aesthetic review. Historic Preservation Planner Harding stated any demolition and redevelopment on the north side would need ARB approval; however, the southern half would only be subject to the CRA Urban Overlay District. Board Member Grundhoefer asked if there were any red flags regarding the parking. Historic Preservation Planner Harding stated from an ARB perspective there were no concerns. Board Member Grundhoefer asked Mr. Page if a civil engineer was involved and how stormwater was being handled. David Fitzpatrick stated the site has 100% impervious coverage and is therefore exempt from additional stormwater requirements. David Fitzpatrick stated they will follow the same drainage trends that are existing and not looking at any retention onsite. Board Member Grundhoefer inquired about the establishment of the North Hill Preservation District. Historic Preservation Planner Harding stated that it was established around 1973.

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

Adjournment – With no further business, the Board adjourned at 2:27 p.m.

Respectfully Submitted,

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

0 90 180 Feet

Date: 6/28/2022



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\ZoningFLUChanges\401_411_Baylen\ProposedFLU.mxd



Proposed Future Land Use

H.P.

W LA RUA ST

- Requested Rezoning Area - 401/411 N Baylen St
- COMMERCIAL
- HISTORIC AND PRESERVATION
- MEDIUM DENSITY RESIDENTIAL
- RESIDENTIAL NEIGHBORHOOD COMMERCIAL

M.D.R.

N SPRING ST

411 N BAYLEN ST

C.

N BAYLEN ST

W BELMONT ST

R.N.C.

N BARCELONA ST

M.D.R.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 34-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 34-22 - REQUEST FOR ZONING MAP AMENDMENT - 411 N. BAYLEN STREET

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 34-22 on first reading.

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

HEARING REQUIRED: Public

SUMMARY:

Buddy Page Professional Growth Management Services, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 411 N. Baylen Street. This parcel is split zoned between the PR-2 and the R-NC (Residential/Neighborhood Commercial) zoning districts. It is solely the R-NC portion of this parcel that is proposed to be amended to the C-1, Commercial Zoning District and the FLUM to Commercial.

Existing Zoning	Proposed Zoning	Existing FLUM	Proposed FLUM	Approx. Lot Size
R-NC	C-1	RNC	C	1.1

- R-NC (existing zoning) The residential/neighborhood commercial land use district is established for the purpose of providing for a mixture of residential housing types and densities, professional uses and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When the R-NC/R-NCB zone is established in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the zoning regulations are intended to provide for infill development at a density, character and scale compatible with the surrounding area. When the R-NC/R-

NCB zoning district is located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the zoning regulations are intended to provide for mixed office, commercial and residential development.

- C-1 (proposed zoning). The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.
- RNC (existing FLUM) The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development.
- Commercial (proposed FLUM) The Commercial Future Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development.

This request has been routed through the various City departments and utility providers. Those comments are attached for your review.

On July 12, 2022, the Planning Board recommended approval of the request with a 5:0 vote.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

7/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Cynthia Cannon, AICP, Assistant Planning and Zoning Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 34-22
- 2) Planning Board Rezoning Application
- 3) Planning Board Minutes July 12 2022 - DRAFT
- 4) Zoning Map 2022

PRESENTATION: No.

PROPOSED
ORDINANCE NO. 34-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on August 18, 2022, concerning the following proposed zoning classification affecting the property described therein; and

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

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

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

LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WATSON IN 1906.

is hereby changed from R-NC, Residential/Neighborhood Commercial Land Use District, to C-1, Commercial Land Use.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



REZONING

Please check application type:

☐

Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐

(< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐

(≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: Buddy Page Professional Growth Mgt. Svs., LLC Date: _____

Address: 5337 Hamilton Lane Pace, Florida 32571

Phone: 850-232-9853 Fax: _____ Email: budpage1@att.net

Property Information:

Owner Name: ~~Invest Baylen, LLC~~ ^{BJN} 401/411 BAYLEN, INC. Phone: _____

Location/Address: Belmont between Spring and Baylen Streets - see attached location maps

Parcel ID: 00 - OS - 00 - 9010 - 010 - 012 Acres/Square Feet: 2.30ac

Zoning Classification: Existing RNC Proposed C-1

Future Land Use Classification: Existing N/A Proposed N/A

Reason Rezoning Requested: hotel construction.

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10th day of May, 2022.

Applicant Signature

Applicant Name (Print)

W.C. PAGE

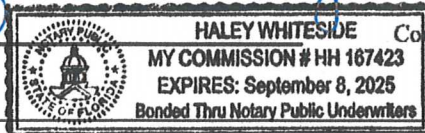
Owner Signature

Owner Name (Print)

Eric J Nickelsen

Sworn to and subscribed to before me this 10th day of May, 2022

Name: Halley Whiteside



Commission Expires: 09/08/2025

Eric Nickelsen is personally known to me

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P95000062853

Entity Name: 401/411 BAYLEN, INC.

Current Principal Place of Business:

17 WEST CEDAR STREET
SUITE 2
PENSACOLA, FL 32502

Current Mailing Address:

P.O. BOX 12725
PENSACOLA, FL 32591 US

FEI Number: 59-3334696

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NICKELSEN, ERIC J
120 EAST MAIN STREET
SUITE E
PENSACOLA, FL 32501 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title D
Name CHADBOURNE, EDWARD M JR.
Address 192 HEWITT STREET
City-State-Zip: PENSACOLA FL 32503

Title PD
Name NICKELSEN, ERIC J
Address 120 EAST MAIN STREET, SUITE E
City-State-Zip: PENSACOLA FL 32502

Title DV
Name RUSSENBERGER, RAY D
Address 1901 CYPRESS STREET
City-State-Zip: PENSACOLA FL 32501

Title DST
Name MORETTE, SHARON S
Address 2503 NORTH 12TH AVE
City-State-Zip: PENSACOLA FL 32503

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ERIC NICKELSEN

PRESIDENT

04/18/2022

_____ Electronic Signature of Signing Officer/Director Detail

_____ Date

OR Bk3878 Pg0389
INSTRUMENT 00255830

1950
2625
STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

401/411 BAYLEN, INC.

D S PD \$2,625.00
Mort \$0.00 ASUM \$0.00
NOVEMBER 29, 1995
Ernie Lee Magaha,
Clerk of the Circuit Court
BY: *[Signature]* D.C.

THIS DEED, made this 28th day of November 1995, by ESCAMBIA COUNTY, a political subdivision of the state of Florida, acting through its duly authorized BOARD OF COUNTY COMMISSIONERS, party of the first part ("Grantor"), and 401/411 BAYLEN, INC., party of the second part ("Grantee"), whose mailing address is P. O. Box 986, Pensacola, Florida 32595.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Three Hundred Seventy Five Thousand Dollars and No/100 (\$375,000.00), and other good and valuable considerations in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, bargain, sell, release, remise and convey unto Grantee, Grantee's heirs, successors and assigns, forever, the real property described in Exhibit "A" attached hereto, situate, lying and being in Escambia County, Florida.

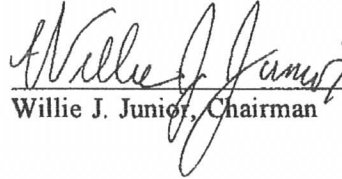
SUBJECT TO:

- a. Ad valorem real property taxes for the years subsequent to the time of closing and applicable land use regulations.
- b. Unrecorded Lease Agreement dated July 6, 1995 by and between Escambia County and the Civil Service Board of Escambia County.
- c. Restrictions and easement recorded on plat.

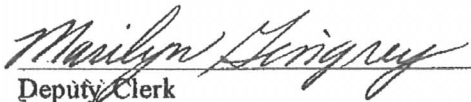
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

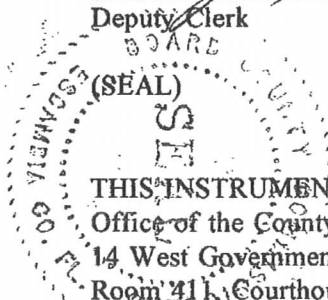
IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS


Willie J. Junior, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Deputy Clerk



THIS INSTRUMENT PREPARED BY:
Office of the County Attorney
14 West Government Street
Room 411, Courthouse Annex
Pensacola, Florida 32501

f:\user\instupar\docs\sale\baylen.ded
September 14, 1995

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of that certain parcel(s) of property lying and being situated in the County of Escambia, State of Florida, and being more particularly described as follows:

PARCEL NO. 1

The North 10 feet of Lot 8, all of Lots 9 and 10, Block 12, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 2

The east 13 feet of Lots 1 thru 5 inclusive; the East 8 feet of Lot 12; all of Lots 13 and 14; all of Lots 18 thru 22 inclusive; the North 86 feet of Lots 25, 26 and 27; Lot 28; LESS the East 15 feet of the South 64 feet thereof, all in Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 3

All of Lots 23 and 24; the South 64 feet of Lots 25 and 26, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 4

The South 64 feet of Lot 27, and the East 15 feet of the South 64 feet of Lot 28, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 5

The West 55 feet of the East 68 feet of Lot 1, the West 55 feet of the East 68 feet of the South 25 feet of Lot 2, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 6

The West 57 feet of Lot 1, the West 112 feet of Lot 2, LESS the East 55 feet of the South 25 feet thereof; the West 112 feet of Lots 3 thru 5 inclusive, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

OR Bk3878 Pg0392
INSTRUMENT 00255830

BEING ALSO DESCRIBED AS FOLLOWS:

All of Lots 1 thru 5, both inclusive, 9, 10, 13, 14 18 through 28, both inclusive, the North 10 feet of Lot 8 and the East 8 feet of Lot 12, Block 12, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

Parcel Identification Number: 00-05-00-9010-010-002 (As to Parcels 1, 2, 4, 5, &6)
00-05-00-9010-230-12 (As to Parcel 3)

Approximately 2.30 acres

Instrument 00255830
Filed and recorded in the
Official Records
NOVEMBER 29, 1995
at 01:59 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

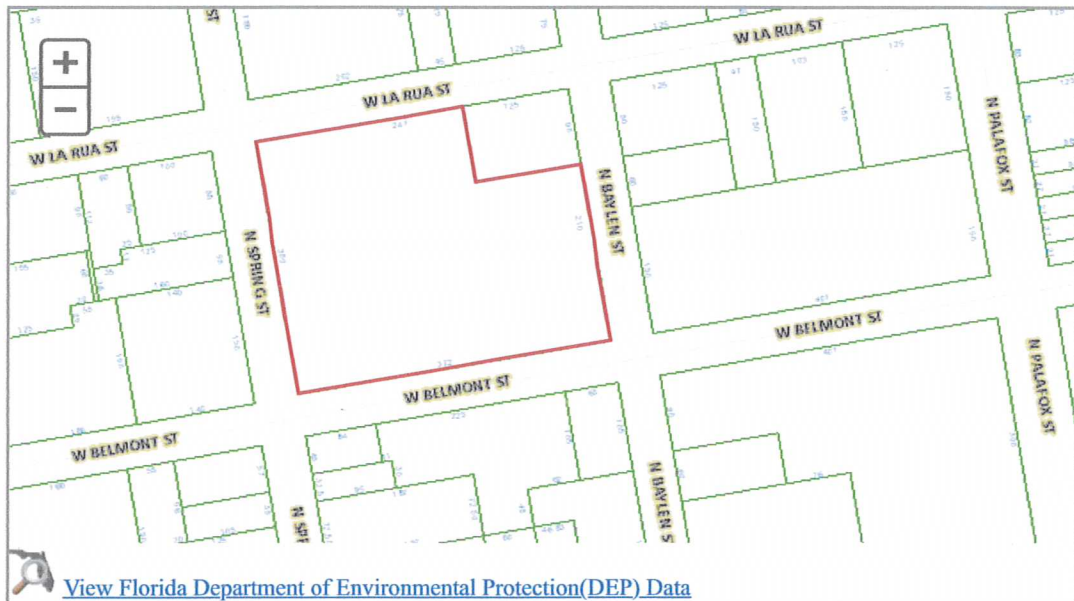
Nav. Mode ☒ Account ☐ Parcel ID

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	000S009010010012	Year	Land	Imprv	Total	Cap Val
Account:	131049000	2021	\$480,902	\$1,303,568	\$1,784,470	\$1,784,470
Owners:	401/411 BAYLEN INC	2020	\$455,855	\$1,305,275	\$1,761,130	\$1,761,130
Mail:	PO BOX 12725 PENSACOLA, FL 32591	2019	\$455,855	\$1,270,916	\$1,726,771	\$1,606,840
Situs:	411 N BAYLEN ST 32501	Disclaimer				
Use Code:	OFFICE, MULTI-STORY	Market Value Breakdown Letter				
Taxing Authority:	PENSACOLA CITY LIMITS	Tax Estimator				
Tax Inquiry:	Open Tax Inquiry Window	Download Income & Expense Survey				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2021 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
11/1995	3878	389	\$375,000	WD		Legal Description	
07/1994	3622	385	\$375,000	WD		LTS 1 THRU 14 & LTS 18 THRU 28 BLK 12 BELMONT TRACT OR 3878 P 389 OR 4296 P 316 OR 4882 P 489 CA 76	
10/1983	1819	581	\$100	WD		Extra Features	
08/1983	1796	216	\$100	QC		ASPHALT PAVEMENT	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						BRICK PAVING/WALK	
						CONCRETE PAVING	
						CONCRETE WALKS	
						ELEVATOR	
						MISC	
						PARKING LIGHT	
						WOOD FENCE	

Parcel Information	Launch Interactive Map
Section Map Id: CA076	
Approx. Acreage: 2.3037	
Zoned: CONSULT ZONING AUTHORITY	
Evacuation & Flood Information Open Report	



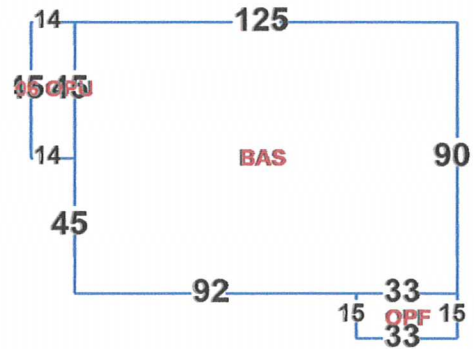
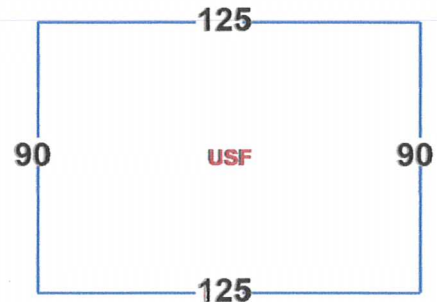
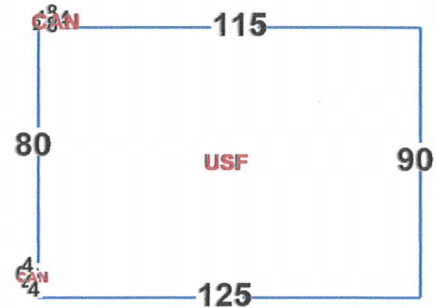
[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address: 411 N BAYLEN ST, Year Built: 1972, Effective Year: 1980, PA Building ID#: 17602

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-0
 EXTERIOR WALL-PRECAST PAN/CON
 EXTERIOR WALL-BRICK-BLK.BKUP.
 FLOOR COVER-CARPET
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-PANEL-CUSTOM
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-24
 NO. STORIES-2
 ROOF COVER-BLT UP MTL/GYP
 ROOF FRAMING-CONCRETE
 STORY HEIGHT-10
 STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 34931 Total SF

BASE AREA - 11250
 CANOPY - 56
 OPEN PORCH FIN - 495
 OPEN PORCH UNF - 630
 UPPER STORY FIN - 22500

Address: 401 N BAYLEN ST, Year Built: 1960, Effective Year: 1980, PA Building ID#: 17603

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
 DWELLING UNITS-0

EXTERIOR WALL-BRICK-FACE/VENEER
 EXTERIOR WALL-CONCRETE BLOCK
 FLOOR COVER-CARPET
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-13
 NO. STORIES-1
 ROOF COVER-BLT UP ON WOOD
 ROOF FRAMING-WOOD FRAME/TRUS
 STORY HEIGHT-10
 STRUCTURAL FRAME-MASONRY PIL/STL

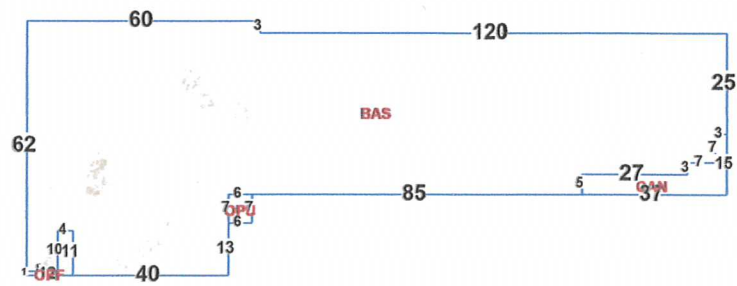
Areas - 8462 Total SF

BASE AREA - 8132

CANOPY - 236

OPEN PORCH FIN - 52

OPEN PORCH UNF - 42



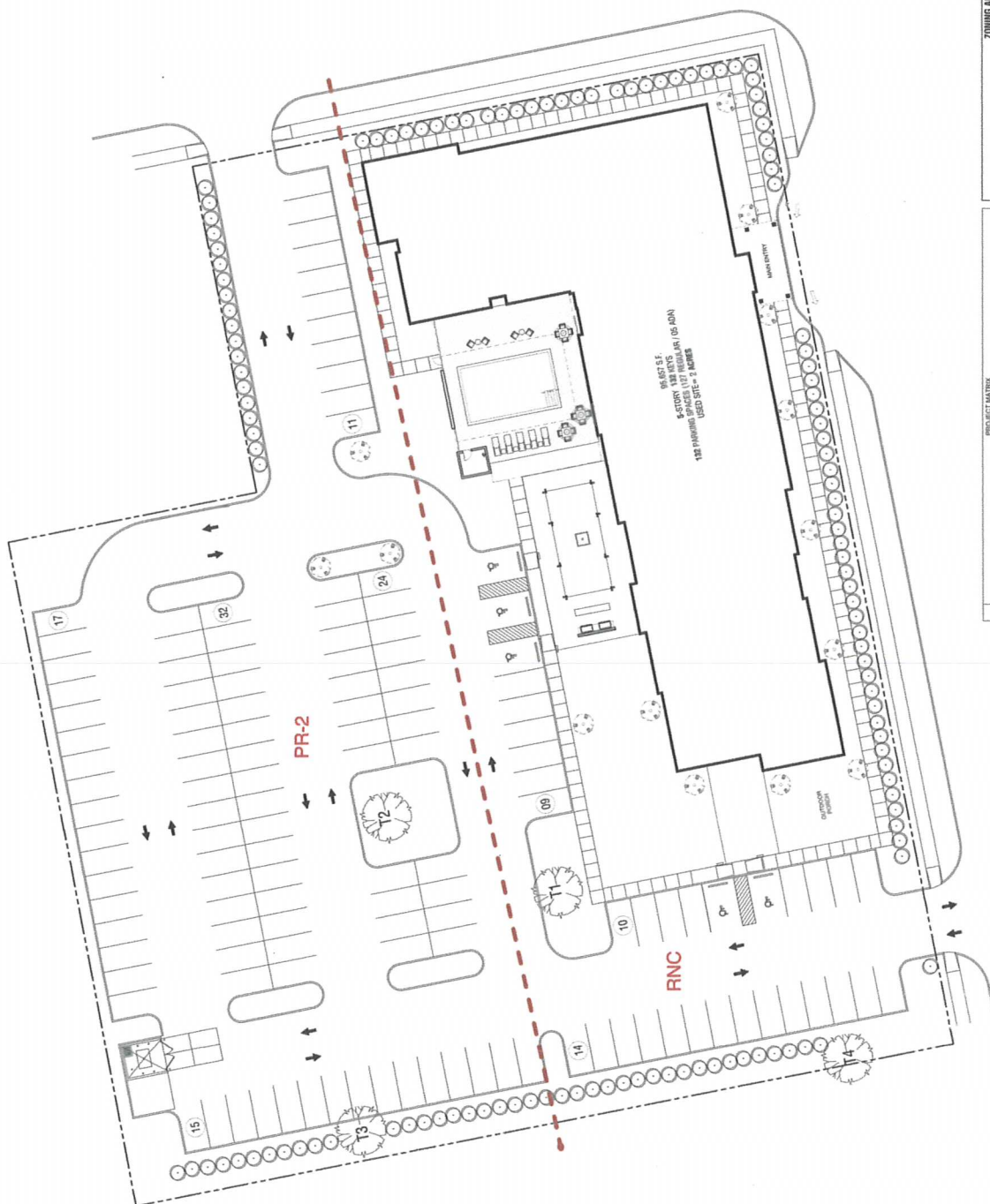
Images



1/5/22

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

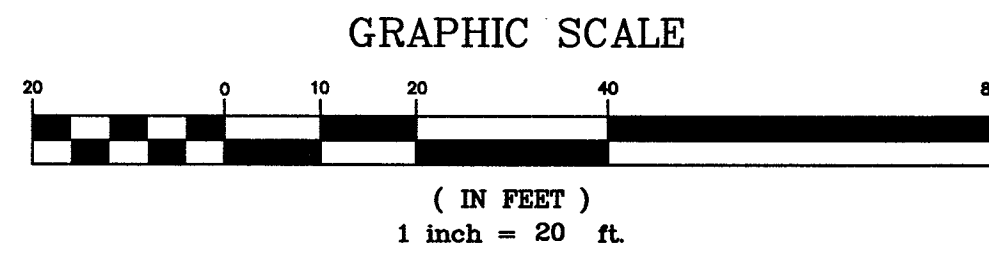
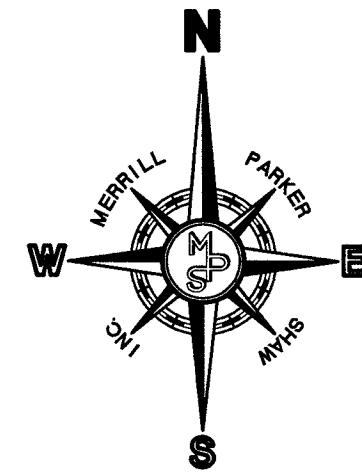
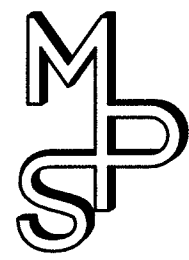
Last Updated:01/10/2022 (tc.12591)



PROJECT MATRIX									
Room Type	1st	2nd	3rd	4th	5th	TOTAL	%	TOTAL NO. OF ROOMS	
STUDY (AREA)	2	10	15	12	43	70	21.01%	43	
STUDY (AREA)	1	1	1	1	4	8	2.32%	8	
STUDY (AREA)	1	4	4	4	17	20	13.52%	20	
STUDY (AREA)	1	1	1	1	4	8	2.32%	8	
STUDY (AREA)	4	12	12	12	40	48	42.86%	104	
STUDY (AREA)	7	20	20	20	127	168	100%	170	
GRAND TOTAL									
CONNECTING ROOM IS %									
FLOOR MATRIX									
	ROOM NAME					FLOOR AREA (SQ. FT.)			
1ST LEVEL FLOOR PLAN						1671			
2ND LEVEL FLOOR PLAN						1613			
3RD LEVEL FLOOR PLAN						1613			
4TH LEVEL FLOOR PLAN						1613			
TOTAL						6507			
ACCESSIBLE PARKING SPACES									
	REQUIRED					PROVIDED			
	4					4			
VAN PARKING SPACES									
	1					1			
STANDARD PARKING SPACES									
	13					127			
TOTAL	18					132			
TOTAL PARKING SPACES									
	18					132			
TOTAL NUMBER OF ADA WALLS PROVIDED FOR DESIGNATED HOTEL PARKING ONLY: FINAL COUNT APPROVED BY CNA									

[illegible]

ADDITIONAL NOTES
 * * * * *
 ** * * * *
 *** * * * *



REZONING BOUNDARY SURVEY

A PORTION OF BLOCK 12,
"THE CITY OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: N/A

DESCRIPTION: (PREPARED BY MERRILL, PARKER, SHAW, INC.)

LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WARSON IN 1906.

SURVEYOR'S NOTES:

- 1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 09 DEGREES 49 MINUTES 29 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF N. BAYLEN STREET (50' R/W) IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
- 2) SOURCE OF INFORMATION: THE DEEDS OF RECORD IN ESCAMBIA COUNTY, FLORIDA; THE RECORD MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WARSON IN 1906, AND EXISTING FIELD MONUMENTATION.
- 3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.
- 4) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- 5) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.
- 6) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.
- 7) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
- 8) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.
- 9) THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION GPS NETWORK.

LEGEND:

- ① ~ 1/2" PLAIN IRON PIPE, UNNUMBERED (FOUND)
- ~ MAG NAIL, UNNUMBERED (FOUND)
- ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (FOUND)
- ~ 1/2" RED-CAPPED IRON ROD, NUMBER 7174 (FOUND)
- ~ NAIL AND DISK IN CONCRETE WALL, 7174 (FOUND)
- ~ NAIL & DISK IN ASPHALT ROAD, NUMBER 7174 (FOUND)
- ~ NAIL & DISK, NUMBER 7174 (SET)
- ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- P.I. ~ POINT OF INTERSECTION
- R/W ~ RIGHT OF WAY
- O.R. ~ OFFICIAL RECORDS
- (P) ~ PLATTED INFORMATION (CITY OF PENSACOLA)
- (F) ~ FIELD MEASUREMENT / INFORMATION
- (D) ~ DEED / DESCRIPTION INFORMATION
- FOC ~ FIBER OPTIC CABLE
- DBH ~ DIAMETER AT BREST HEIGHT
- INDICATES NOT TO SCALE
- OVERHEAD ELECTRIC LINE
- 6" HIGH WOOD PRIVACY FENCE
- 4" HIGH CHAIN LINK FENCE
- 4" HIGH WOOD FENCE
- ~ UTILITY POLE
- ~ WATER VALVE
- ~ WATER METER
- ~ LIGHT POLE

CERTIFIED TO:

JATIN BHAKTA
THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 63-17.001 AND 63-17.002, PURSUANT TO CHAPTER 472.007, FLORIDA STATUTES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL 32503

E. Wayne Parker 5/24/22
E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3863 CORPORATE NUMBER 7174
STATE OF FLORIDA

E. WAYNE PARKER, P.L.S. NO. 3863, CORPORATE NO. 7174, STATE OF FLORIDA

MERRILL PARKER SHAW, INC.
PROFESSIONAL SURVEYING SERVICES
4928 N. DAVIS HWY
PENSACOLA, FL 32503
PHONE: (850) 478-4893
FAX: (850) 478-4894
FLORIDA CORPORATION NUMBER 7174

REZONING BOUNDARY SURVEY
A PORTION OF BLOCK 12,
"THE CITY OF PENSACOLA"
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: N/A

JOB NO.	SHEET
22-14343	1 OF 1
REZONE	

REQUESTED BY: JATIN BHAKTA
PREPARED FOR: JATIN BHAKTA

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF THE
LICENSED PROFESSIONAL
LAND SURVEYOR

REVISIONS:

NO. DATE APPR.

NO.	DATE	APPR.

SCALE:	1" = 20'	DRAWN:	RDC	CHECKED:	EWV	DATE:	03/03/2022
FIELD DATE:	05/23/22	FIELD BOOK:	492	PAGE:	46		

DESCRIPTION: (PREPARED BY MERRILL PARKER SHAW,
INC)

LOTS 1 THROUGH 14 AND LOTS 18 THROUGH 28, ALL
INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO
THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY
THOMAS C. WARSON IN 1906.



Via E-Mail: jb@investfl.com

February 9, 2022

Jay Bhakta, President
Lodging Investments
8816 Spider Lily Way
Pensacola, FL 32526

*Re: Protected Tree Assessment
411 N Baylen Street, Escambia County, FL
WSI Project #2022-114*

Dear Mr. Bhakta,

As requested, WSI has physically identified trees afforded protection under City of Pensacola's Land Development Code within the parcel located at 411 N. Baylen Street in Pensacola, Florida. Each tree was marked in the field and located via GPS. See attached sketch.

Please understand that the tree locations provided by Wetland Sciences Inc. is not a survey and should be considered approximate unless verified by a land survey or other appropriate means. Wetland Sciences, Inc. is not a licensed surveyor or mapping company.

Please call me if you should have any questions. If

Sincerely,
WETLAND SCIENCES, INC.

Keith Johnson
Environmental Scientist

SUBJECT PROPERTY
2.3± AC (GIS CALCULATED)



FIELD LOCATED TREES
*SEE ATTACHED LIST

ID	Common	Name	Scientific	DBH (in)	Notes
T-1	Live Oak		<i>Quercus virginiana</i>	65.0	Heritage
T-2	Live Oak		<i>Quercus virginiana</i>	36.5	Heritage
T-3	Laurel Oak		<i>Quercus hemisphaerica</i>	35.6	Heritage, Storm Damage, large branch broken
T-4	Live Oak		<i>Quercus virginiana</i>	36.0	Heritage

NOTE: THIS IS NOT A SURVEY. ALL DATA WITHIN THIS MAP ARE SUPPLIED AS IS, WITHOUT WARRANTY. THIS PRODUCT HAS NOT BEEN PREPARED FOR LEGAL, ENGINEERING, OR SURVEY PURPOSES. USERS OF THIS INFORMATION SHOULD REVIEW OR CONSULT THE PRIMARY DATA SOURCES TO ASCERTAIN THE USABILITY OF THE INFORMATION.



**WETLAND
SCIENCES**
INCORPORATED

ENVIRONMENTAL CONSULTANTS

3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
CRAIG@WETLANDSCIENCES.COM

PROJECT NAME: 411 N BAYLEN ST

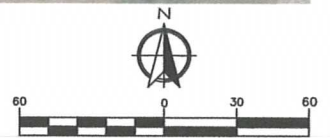
TREE LOCATION SKETCH

PROJECT NO.: 2022-114

DRAWN BY: GEJ

DATE: 2/17/2022

SHEET: 1



SCALE: 1" = 60 Feet



MINUTES OF THE PLANNING BOARD
July 12, 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 City Attorney Lindsay, Deputy City Administrator Forte, Cultural Affairs Coordinator Robinson, Executive Assistant Development Services Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

OTHERS PRESENT: Jo MacDonald, Buddy Page, Jake Renfro, MaryAnn Neamatalla, John Neamatalla, David Fitzpatrick

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 14, 2022

New Business:

- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 411 N. Baylen Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul 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 June 14, 2022 minutes, seconded by Board Member Van Hoose, and it carried 5:0.

New Business –

**REQUEST FOR ZONING MAP AND FUTURE LAND USE MAP (FLUM)
AMENDMENT FOR 411 N. BAYLEN STREET**

Assistant Planning & Zoning Manager Cannon introduced the item and gave a brief overview of what is allowed in C-1. Buddy Page was called to speak on the item. Mr. Page mentioned he worked closely with Jo MacDonald regarding various concerns, including trees. Mr. Page went through all the changes to make the building aesthetically pleasing to the neighborhood. All development will occur on the south side of the parcel. Ms. MacDonald, President of the North Hill Preservation spoke in favor of the rezoning. Ms. MacDonald stated there were they had no reservations since it does not affect the north section of the parcel which is PR-2. Ms. MacDonald appreciated the changes being made but asked if it could be made conditional and go back to RNC if the developers walked away from the project. Chairperson Paul Ritz stated they cannot legally make it conditional. On behalf of the residents, Ms. MacDonald stated they approve of the most recent renderings. Jake Renfroe of Christ Church also addressed the board. Mr. Renfroe stated he is excited about the proposal; his only concern is if the project fell through but he also understands the board's restrictions against placing conditions on a rezoning request. Chairperson Paul Ritz stated the board is only there to determine if C-1 is appropriate for this parcel. Board Member Grundhoefer asked about the process and if it would be required to submit an application for aesthetic review. Historic Preservation Planner Harding stated any demolition and redevelopment on the north side would need ARB approval; however, the southern half would only be subject to the CRA Urban Overlay District. Board Member Grundhoefer asked if there were any red flags regarding the parking. Historic Preservation Planner Harding stated from an ARB perspective there were no concerns. Board Member Grundhoefer asked Mr. Page if a civil engineer was involved and how stormwater was being handled. David Fitzpatrick stated the site has 100% impervious coverage and is therefore exempt from additional stormwater requirements. David Fitzpatrick stated they will follow the same drainage trends that are existing and not looking at any retention onsite. Board Member Grundhoefer inquired about the establishment of the North Hill Preservation District. Historic Preservation Planner Harding stated that it was established around 1973.

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

Adjournment – With no further business, the Board adjourned at 2:27 p.m.

Respectfully Submitted,

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

0 90 180 Feet

Date: 5/16/2022



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\Zoning\FLUChanges\401_411_Baylen\ProposedZoning.mxd



Proposed Zoning

PR-2

PC-1

- Requested Rezoning Area - 401/411 N Baylen St
- RESIDENTIAL
- RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
- COMMERCIAL
- NORTH HILL PRESERVATION COMMERCIAL
- SITE SPECIFIC DEVELOPMENT (SSD)

411 N BAYLEN ST

C-1

C-2

W BELMONT ST

R-NCB

R-NC

C-2A



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00686

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2022 STORMWATER ASSESSMENT ROLL

RECOMMENDATION:

That City Council conduct a public hearing on August 18, 2022 to adopt the Annual Assessment Resolution imposing stormwater service assessments and approving the 2022 Stormwater Assessment Roll.

HEARING REQUIRED: Public

SUMMARY:

The City of Pensacola established a stormwater assessment fee in 2001 to provide a dedicated funding source for stormwater management costs. Since its inception, the fee has generated over \$45 million in revenue. To continue to receive stormwater assessment revenue, it is necessary that City Council conduct a public hearing on August 18, 2022 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2022 Stormwater Service Assessment Roll.

For the City of Pensacola, an Equivalent Stormwater Unit or ESU represents 2,998 square feet of impervious surface. In 2021, Council approved a rate increase of \$3.88 per ESU to raise the City's ESU assessment rate to \$76.12. This year staff is also recommending an increase of \$3.88 per ESU to raise the assessment rate to \$80.00 per ESU.

A summary of the current and proposed residential and commercial charges proposed at the new rate is provided below:

Current Rate Structure:

Residential:

<u>Building Sq. Ft.</u>	<u>Proposed Rate</u>
Small- 100-1,100	\$33.49
Small-Medium- 1,101-1,600	\$51.76

Medium- 1,601-2,500	\$76.12
Large- 2,501-5,600	\$116.47
Very Large- 5,601	Treated as Commercial Property

Commercial:

A rate of \$76.12 per 2,998 square feet of impervious area (including building footprint, paved parking area, etc.) minus appropriate mitigation credit, typically 32% provided for on-site stormwater retention

Proposed FY2022-2023 Rate Structure:**Residential:**

<u>Building Sq. Ft.</u>	<u>Proposed Rate</u>
Small- 100-1,100	\$35.20
Small-Medium- 1,101-1,600	\$54.40
Medium- 1,601-2,500	\$80.00
Large- 2,501-5,600	\$122.40
Very Large- 5,601	Treated as Commercial Property

Commercial:

A rate of \$80.00 per 2,998 square feet of impervious area (including building footprint, paved parking area, etc.) minus appropriate mitigation credit, typically 32% provided for on-site stormwater retention.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 3,015,400

Actual: \$ 3,015,400

FINANCIAL IMPACT:

The FY 2022-23 stormwater assessment program will generate an estimated \$3,000,000 at the proposed rate.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/20/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Assistant City Administrator

Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Stormwater Assessment Resolution

PRESENTATION: No

RESOLUTION NO. 2022-070

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

WHEREAS, the reimposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

WHEREAS, the City Council desires to reimpose a stormwater service assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2022;

WHEREAS, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2022, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater

Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

WHEREAS, the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix B and the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing has been duly held on August 18, 2022, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the Ordinance; the Amended and Restated Initial Assessment Resolution (Resolution No. 18-10); the Amended and Restated Final Assessment Resolution (Resolution No. 36-10); Article VIII, Section 2, Florida Constitution; sections 166.021 and 166.041, Florida Statutes; the Charter of the City of Pensacola, Florida; and other applicable provisions of law.

SECTION 2. DEFINITIONS.

(A) This resolution is the Annual Stormwater Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Stormwater Service Assessment Resolution, and the Amended and Restated Final Stormwater Service Assessment Resolution.

SECTION 3. APPROVAL OF STORMWATER ASSESSMENT ROLL.

(A) The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) Even though they may not be described in the Stormwater Assessment Roll due to Section 119.071(4), Florida Statutes, the approved Stormwater Assessment Roll includes all parcels of Assessed Property with exempt “home addresses.”

SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution, and set forth in the updated Stormwater Assessment Roll.

(B) Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(D) In accordance with section 163.3162(3), Florida Statutes, the City is prohibited from charging a Stormwater Service Assessment on certain agricultural property, if such farm operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district. Accordingly, any Owner of such agricultural property demonstrating that they meet the outlined requirements shall be exempted from the Stormwater Service Assessment.

(E) For the Fiscal Year beginning October 1, 2022, the estimated Stormwater Service Cost of \$3,100,000.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net ESUs. An annual rate of assessment equal to \$80.00 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property described in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2022.

(F) For future fiscal years, the maximum rate of assessment that can be imposed without additional notice to the Owners of Tax Parcels of Developed Property is hereby established as \$80.00 per Net ESU.

(G) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(H) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued

after adoption of this Annual Stormwater Service Assessment Resolution based upon the rates of assessment approved herein.

SECTION 5. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform Assessment Collection Act. The Stormwater Utility Director is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Service Assessment Roll to the Tax Collector by September 15, in the manner prescribed by section 197.3632, Florida Statutes. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2022.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of

competent jurisdiction to secure relief within 20 days from the date of this Annual Stormwater Assessment Resolution.

SECTION 7. EFFECTIVE DATE. 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.

DULY ADOPTED this 18th day of August, 2022.

CITY OF PENSACOLA, FLORIDA

Approved: _____

Ann Hill
President of the City Council

ATTEST:

Ericka L. Burnett
City Clerk

APPENDIX A

PROOF OF PUBLICATION

PENSACOLA
News Journal
 pnj.co

CITY OF PURCHASING LEGAL ADS
 222 W MAIN ST
 PENSACOLA, FL 32502-5743
 ATTN

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:

7/28/2022

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 28th of July 2022, by legal clerk who is personally known to me.

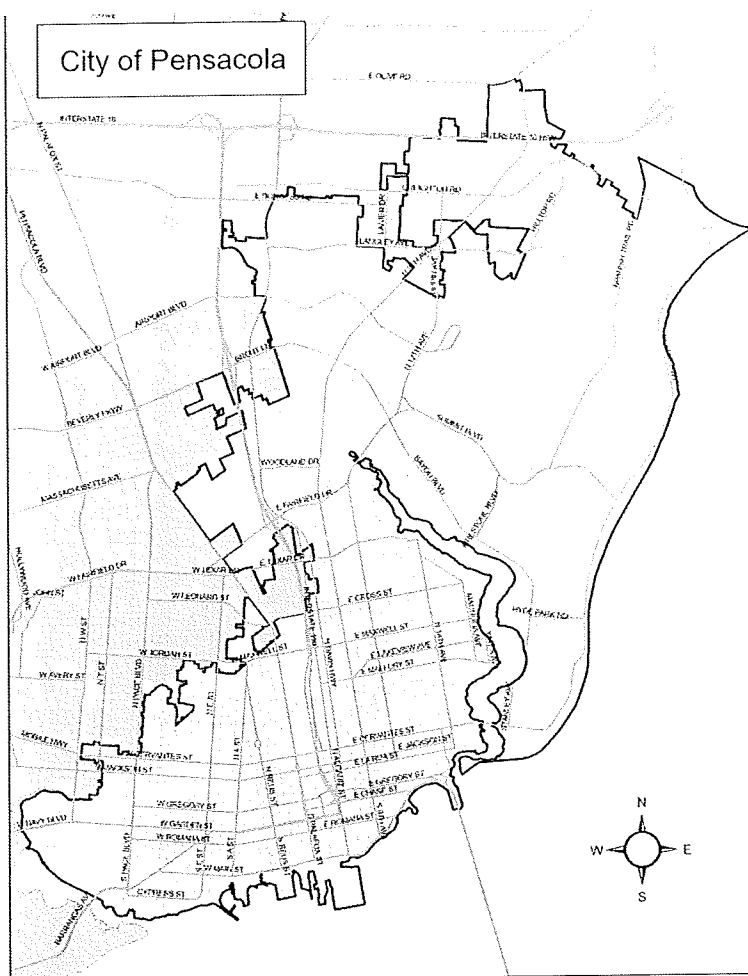
Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$1,045.50
 Ad No: GCI0911705
 Customer No: 26626600
 PO#: PUBLIC NOTICE

NANCY HEYRMAN
 Notary Public
 State of Wisconsin



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the City Council of the City of Pensacola, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the City, as shown above, for the fiscal year beginning October 1, 2022 and future fiscal years. The hearing will be held at 5:30 p.m. on Thursday, August 18, 2022 in the City Council Chambers in City Hall, 222 West Main Street, Pensacola, Florida. 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 (850) 435-1606 (or TDD 435-1666) for further information. The request must be made at least 48 hours in advance of the event in order to allow the City time to provide requested services. All affected property owners have a right to appear at the hearing and to file written objections with the City Council. All written objections to the non-ad valorem assessments must be filed with the City Council of Pensacola within twenty (20) days of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Address all written objections as follows: The Purchasing Office; Objections to Non-ad Valorem Assessment; Post Office Box 12910, Pensacola, Florida 32521. Any person wishing to appeal any decision of the City Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments have been imposed to fund the City's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the upcoming Fiscal Year will be \$80.00 for each Net ESU. The maximum Stormwater Service Assessment rate that can be imposed in future fiscal years is \$80.00 per net ESU.

Generally, the number of ESUs were calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the Amended and Restated Initial Stormwater Assessment Resolution adopted by the City Council on July 22, 2010. Copies of the Stormwater Services Assessment Ordinance (Ordinance No. 52-00), Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), Amended and Restated Final Assessment Resolution (Resolution No. 36-10), and the updated assessment roll are available for inspection at the Office of the City Clerk, 222 West Main Street, 7th Floor, Pensacola, Florida.

The Stormwater Service Assessment, except for those imposed on government property, will be collected on the annual property ad valorem tax bill that is mailed in November by the Escambia County Tax Collector. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title.

If you have any questions, please contact Customer Service at (850) 435-1800.

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING


BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, and Tammy Peters, who, after being duly sworn, depose and say:

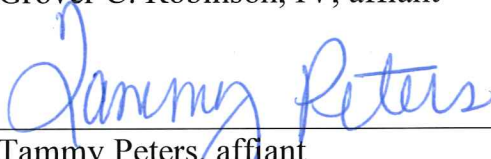
1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

2. Tammy Peters, is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 28, 2022, GSG caused the mailing of the above-referenced notices in accordance with the Ordinance and the Amended and Restated Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

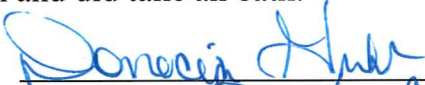
FURTHER AFFIANTS SAYETH NOT.


Grover C. Robinson, IV, affiant


Tammy Peters, affiant

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2022 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced Self as identification and did take an oath.


Printed Name: Donecia Griffin
Notary Public, State of Florida
At Large
My Commission Expires: 3/6/2025
Commission No.: HH099471



DONECIA GRIFFIN
Notary Public
State of Florida
Comm# HH099471
Expires 3/6/2025

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 3 day of August, 2022 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification and did take an oath.



Katherine E. Lindsay
Printed Name: Katherine E. Lindsay
Notary Public, State of Florida

At Large

My Commission Expires: _____

Commission No. _____

No. _____

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

CITY OF PENSACOLA, FLORIDA

NOTICE OF PUBLIC HEARING FOR ADOPTION
OF STORMWATER SERVICE ASSESSMENT

NOTICE DATE: JULY 28, 2022

SULLIVAN DANIEL JOSEPH JR
1106 E JACKSON ST
PENSACOLA, FL 32501

Parcel ID#: 00-0S-00-9025-018-087
Legal Description: LT 18 AND E1/2 OF LT 19 BLK 87
NEW CITY TRACT OR 8
Sequence Number: 13

*****NOTICE TO PROPERTY OWNER*****

Dear City of Pensacola Property Owner:

The past decades have brought increased awareness of the detrimental environmental impacts associated with stormwater runoff from developed property including degradation of surface waters, land erosion, flooding and collection of standing water on streets and property. In 2001, in response to public demand and increased federal regulations, the City initiated efforts to improve stormwater management services and provide a dedicated funding source for these services by creating a stormwater assessment program to generate revenues. The original stormwater assessments were imposed and collected on the November 2001 tax bill and subsequent years. The City updated the stormwater assessment program in 2010.

Stormwater service assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on your property. Impervious surfaces include the rooftop, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is the value of one "equivalent stormwater unit" or "ESU Value." Single-family residential properties are categorized into one of five ESU tiers based on the estimated amount of impervious area associated with each parcel (computed by using the building footprint of the residence). Condominium and townhouse residential units are charged generally by calculating the total number of ESUs applicable to the condominium or townhouse complex as a whole, then dividing that total number of ESUs by the total number of condominium residential units on the property. For general parcels, such as commercial parcels, the number of ESUs has been calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff has also been calculated, if applicable, resulting in the assignment of Net ESUs.

You are receiving this letter because you own property in the stormwater management services area. The annual Stormwater Service Assessment rate for Fiscal Year 2022-23 will be \$80.00 per each Net ESU. The maximum Stormwater Service Assessment rate that can be imposed without further mailed notice for future fiscal years is \$80.00 for each Net ESU. It is estimated that the City will collect \$3,100,000 from the Stormwater Service Assessments for Fiscal Year 2022-23.

The above referenced parcel has been assigned the following Net ESUs and assessment amounts:

Number of Net Equivalent Stormwater Units (ESUs): 1.53

The FY 2022-23 annual stormwater assessment for the above parcel is: \$122.40

The maximum annual stormwater assessment that can be imposed without further notice for future fiscal years is \$122.40.

The City Council will hold a public hearing at 5:30 p.m. on August 18, 2022, in the City Council Chambers located at City Hall, 222 West Main Street, Pensacola, Florida. Comments will be received on the proposed Stormwater Service Assessments, including their collection on the ad valorem tax bill. You are invited to attend and participate in the hearing. You may also file written objections with the City Council within twenty (20) days of the date of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Objections should be forwarded as follows: Mayor; Objections to Non-ad Valorem Assessments; P.O. Box 12910, Pensacola, Florida 32521. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the City Clerk at (850) 435-1606 at least 48 hours prior to the date of the hearing.

Because the Stormwater Service Assessment will be collected by the Tax Collector of Escambia County, pursuant to Chapter 197, Florida Statutes, failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property, which may result in a loss of title to your property.

If you have any questions regarding the number of Net ESUs assigned to your property or the amount of the Stormwater Service Assessment, please contact Customer Service by telephone at (850) 435-1800.

*****THIS IS NOT A BILL*****

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Pensacola, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Escambia County Tax Collector by September 15, 2022.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Escambia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2022.

CITY OF PENSACOLA, FLORIDA

By: _____
Grover C. Robinson, IV
Mayor

[to be delivered to Tax Collector prior to September 15]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-070

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2022-070 IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2022 STORMWATER ASSESSMENT ROLL

RECOMMENDATION:

That City Council adopt Resolution No. 2022-070.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

The City of Pensacola established a stormwater assessment fee in 2001 to provide a dedicated funding source for stormwater management costs. Since its inception, the fee has generated over \$45 million in revenue. To continue to receive stormwater assessment revenue, it is necessary that City Council conduct a public hearing on August 18, 2022 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2022 Stormwater Service Assessment Roll.

For the City of Pensacola, an Equivalent Stormwater Unit or ESU represents 2,998 square feet of impervious surface. In 2021, Council approved a rate increase of \$3.88 per ESU to raise the City's ESU assessment rate to \$76.12. This year staff is also recommending an increase of \$3.88 per ESU to raise the assessment rate to \$80.00 per ESU.

A summary of the current and proposed residential and commercial charges proposed at the new rate is provided below:

Current Rate Structure:**Residential:**

<u>Building Sq. Ft.</u>	<u>Proposed Rate</u>
Small- 100-1,100	\$33.49
Small-Medium- 1,101-1,600	\$51.76
Medium- 1,601-2,500	\$76.12
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Very Large- 5,601	Treated as Commercial Property

Commercial:

A rate of \$76.12 per 2,998 square feet of impervious area (including building footprint, paved parking area, etc.) minus appropriate mitigation credit, typically 32% provided for on-site stormwater retention

Proposed FY2022-2023 Rate Structure:**Residential:**

<u>Building Sq. Ft.</u>	<u>Proposed Rate</u>
Small- 100-1,100	\$35.20
Small-Medium- 1,101-1,600	\$54.40
Medium- 1,601-2,500	\$80.00
Large- 2,501-5,600	\$122.40
Very Large- 5,601	Treated as Commercial Property

Commercial:

A rate of \$80.00 per 2,998 square feet of impervious area (including building footprint, paved parking area, etc.) minus appropriate mitigation credit, typically 32% provided for on-site stormwater retention.

PRIOR ACTION:

None

FUNDING:

Budget: \$3,015,400

Actual: \$3,015,400

FINANCIAL IMPACT:

The FY 2022-23 stormwater assessment program will generate an estimated \$3,000,000 at the proposed rate.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/20/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Assistant City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Resolution No. 2022-070

PRESENTATION: No

RESOLUTION NO. 2022-070

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

WHEREAS, the reimposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

WHEREAS, the City Council desires to reimpose a stormwater service assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2022;

WHEREAS, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2022, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater

Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

WHEREAS, the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix B and the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing has been duly held on August 18, 2022, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the Ordinance; the Amended and Restated Initial Assessment Resolution (Resolution No. 18-10); the Amended and Restated Final Assessment Resolution (Resolution No. 36-10); Article VIII, Section 2, Florida Constitution; sections 166.021 and 166.041, Florida Statutes; the Charter of the City of Pensacola, Florida; and other applicable provisions of law.

SECTION 2. DEFINITIONS.

(A) This resolution is the Annual Stormwater Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Stormwater Service Assessment Resolution, and the Amended and Restated Final Stormwater Service Assessment Resolution.

SECTION 3. APPROVAL OF STORMWATER ASSESSMENT ROLL.

(A) The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) Even though they may not be described in the Stormwater Assessment Roll due to Section 119.071(4), Florida Statutes, the approved Stormwater Assessment Roll includes all parcels of Assessed Property with exempt “home addresses.”

SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution, and set forth in the updated Stormwater Assessment Roll.

(B) Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(D) In accordance with section 163.3162(3), Florida Statutes, the City is prohibited from charging a Stormwater Service Assessment on certain agricultural property, if such farm operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district. Accordingly, any Owner of such agricultural property demonstrating that they meet the outlined requirements shall be exempted from the Stormwater Service Assessment.

(E) For the Fiscal Year beginning October 1, 2022, the estimated Stormwater Service Cost of \$3,100,000.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net ESUs. An annual rate of assessment equal to \$80.00 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property described in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2022.

(F) For future fiscal years, the maximum rate of assessment that can be imposed without additional notice to the Owners of Tax Parcels of Developed Property is hereby established as \$80.00 per Net ESU.

(G) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(H) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued

after adoption of this Annual Stormwater Service Assessment Resolution based upon the rates of assessment approved herein.

SECTION 5. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform Assessment Collection Act. The Stormwater Utility Director is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Service Assessment Roll to the Tax Collector by September 15, in the manner prescribed by section 197.3632, Florida Statutes. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2022.

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of

competent jurisdiction to secure relief within 20 days from the date of this Annual Stormwater Assessment Resolution.

SECTION 7. EFFECTIVE DATE. 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.

DULY ADOPTED this 18th day of August, 2022.

CITY OF PENSACOLA, FLORIDA

Approved: _____

Ann Hill
President of the City Council

ATTEST:

Ericka L. Burnett
City Clerk

APPENDIX A

PROOF OF PUBLICATION

PENSACOLA
News Journal
 pnj.co

CITY OF PURCHASING LEGAL ADS
 222 W MAIN ST
 PENSACOLA, FL 32502-5743
 ATTN

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:

7/28/2022

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 28th of July 2022, by legal clerk who is personally known to me.

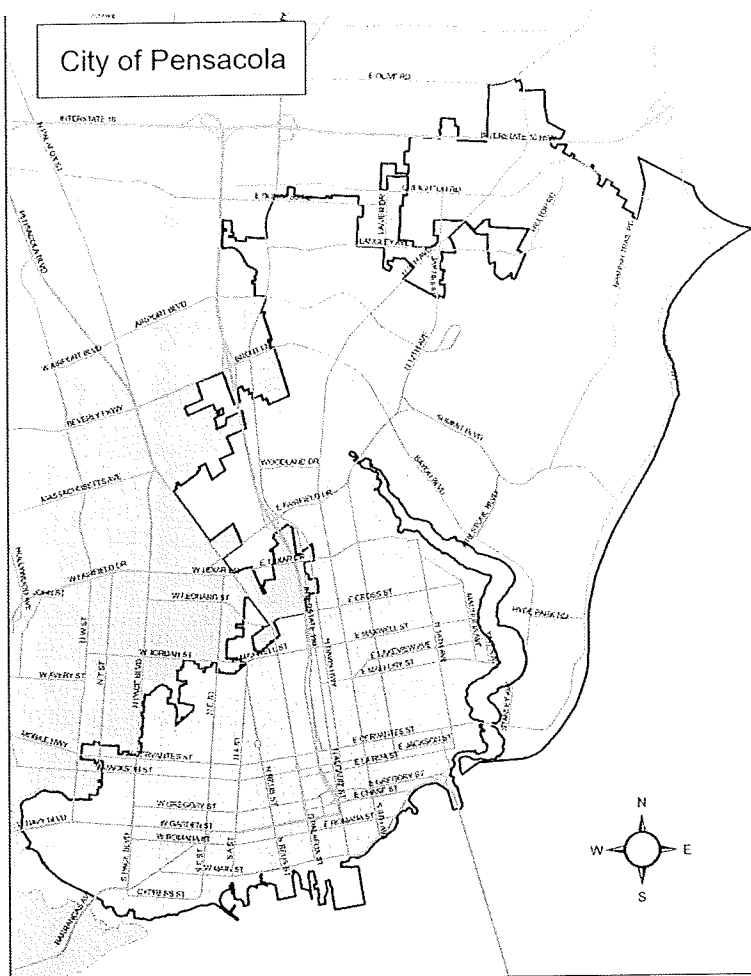
Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$1,045.50
 Ad No: GCI0911705
 Customer No: 26626600
 PO#: PUBLIC NOTICE

NANCY HEYRMAN
 Notary Public
 State of Wisconsin



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the City Council of the City of Pensacola, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the City, as shown above, for the fiscal year beginning October 1, 2022 and future fiscal years. The hearing will be held at 5:30 p.m. on Thursday, August 18, 2022 in the City Council Chambers in City Hall, 222 West Main Street, Pensacola, Florida. 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 (850) 435-1606 (or TDD 435-1666) for further information. The request must be made at least 48 hours in advance of the event in order to allow the City time to provide requested services. All affected property owners have a right to appear at the hearing and to file written objections with the City Council. All written objections to the non-ad valorem assessments must be filed with the City Council of Pensacola within twenty (20) days of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Address all written objections as follows: The Purchasing Office; Objections to Non-ad Valorem Assessment; Post Office Box 12910, Pensacola, Florida 32521. Any person wishing to appeal any decision of the City Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments have been imposed to fund the City's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the upcoming Fiscal Year will be \$80.00 for each Net ESU. The maximum Stormwater Service Assessment rate that can be imposed in future fiscal years is \$80.00 per net ESU.

Generally, the number of ESUs were calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the Amended and Restated Initial Stormwater Assessment Resolution adopted by the City Council on July 22, 2010. Copies of the Stormwater Services Assessment Ordinance (Ordinance No. 52-00), Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), Amended and Restated Final Assessment Resolution (Resolution No. 36-10), and the updated assessment roll are available for inspection at the Office of the City Clerk, 222 West Main Street, 7th Floor, Pensacola, Florida.

The Stormwater Service Assessment, except for those imposed on government property, will be collected on the annual property ad valorem tax bill that is mailed in November by the Escambia County Tax Collector. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title.

If you have any questions, please contact Customer Service at (850) 435-1800.

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING


BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, and Tammy Peters, who, after being duly sworn, depose and say:

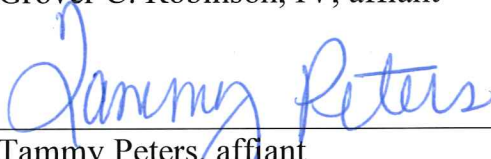
1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

2. Tammy Peters, is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 28, 2022, GSG caused the mailing of the above-referenced notices in accordance with the Ordinance and the Amended and Restated Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

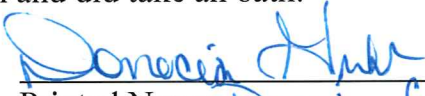
FURTHER AFFIANTS SAYETH NOT.


Grover C. Robinson, IV, affiant


Tammy Peters, affiant

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of August, 2022 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced Self as identification and did take an oath.


Printed Name: Donecia Griffin
Notary Public, State of Florida
At Large
My Commission Expires: 3/6/2025
Commission No.: HH099471



DONECIA GRIFFIN
Notary Public
State of Florida
Comm# HH099471
Expires 3/6/2025

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 3 day of August, 2022 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification and did take an oath.



Katherine E. Lindsay
Printed Name: Katherine E. Lindsay
Notary Public, State of Florida

At Large

My Commission Expires: _____

Commission No. _____

No. _____

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

CITY OF PENSACOLA, FLORIDA

NOTICE OF PUBLIC HEARING FOR ADOPTION
OF STORMWATER SERVICE ASSESSMENT

NOTICE DATE: JULY 28, 2022

SULLIVAN DANIEL JOSEPH JR
1106 E JACKSON ST
PENSACOLA, FL 32501

Parcel ID#: 00-0S-00-9025-018-087
Legal Description: LT 18 AND E1/2 OF LT 19 BLK 87
NEW CITY TRACT OR 8
Sequence Number: 13

*****NOTICE TO PROPERTY OWNER*****

Dear City of Pensacola Property Owner:

The past decades have brought increased awareness of the detrimental environmental impacts associated with stormwater runoff from developed property including degradation of surface waters, land erosion, flooding and collection of standing water on streets and property. In 2001, in response to public demand and increased federal regulations, the City initiated efforts to improve stormwater management services and provide a dedicated funding source for these services by creating a stormwater assessment program to generate revenues. The original stormwater assessments were imposed and collected on the November 2001 tax bill and subsequent years. The City updated the stormwater assessment program in 2010.

Stormwater service assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on your property. Impervious surfaces include the rooftop, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is the value of one "equivalent stormwater unit" or "ESU Value." Single-family residential properties are categorized into one of five ESU tiers based on the estimated amount of impervious area associated with each parcel (computed by using the building footprint of the residence). Condominium and townhouse residential units are charged generally by calculating the total number of ESUs applicable to the condominium or townhouse complex as a whole, then dividing that total number of ESUs by the total number of condominium residential units on the property. For general parcels, such as commercial parcels, the number of ESUs has been calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff has also been calculated, if applicable, resulting in the assignment of Net ESUs.

You are receiving this letter because you own property in the stormwater management services area. The annual Stormwater Service Assessment rate for Fiscal Year 2022-23 will be \$80.00 per each Net ESU. The maximum Stormwater Service Assessment rate that can be imposed without further mailed notice for future fiscal years is \$80.00 for each Net ESU. It is estimated that the City will collect \$3,100,000 from the Stormwater Service Assessments for Fiscal Year 2022-23.

The above referenced parcel has been assigned the following Net ESUs and assessment amounts:

Number of Net Equivalent Stormwater Units (ESUs): 1.53

The FY 2022-23 annual stormwater assessment for the above parcel is: \$122.40

The maximum annual stormwater assessment that can be imposed without further notice for future fiscal years is \$122.40.

The City Council will hold a public hearing at 5:30 p.m. on August 18, 2022, in the City Council Chambers located at City Hall, 222 West Main Street, Pensacola, Florida. Comments will be received on the proposed Stormwater Service Assessments, including their collection on the ad valorem tax bill. You are invited to attend and participate in the hearing. You may also file written objections with the City Council within twenty (20) days of the date of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Objections should be forwarded as follows: Mayor; Objections to Non-ad Valorem Assessments; P.O. Box 12910, Pensacola, Florida 32521. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the City Clerk at (850) 435-1606 at least 48 hours prior to the date of the hearing.

Because the Stormwater Service Assessment will be collected by the Tax Collector of Escambia County, pursuant to Chapter 197, Florida Statutes, failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property, which may result in a loss of title to your property.

If you have any questions regarding the number of Net ESUs assigned to your property or the amount of the Stormwater Service Assessment, please contact Customer Service by telephone at (850) 435-1800.

*****THIS IS NOT A BILL*****

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Pensacola, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Escambia County Tax Collector by September 15, 2022.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Escambia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2022.

CITY OF PENSACOLA, FLORIDA

By: _____
Grover C. Robinson, IV
Mayor

[to be delivered to Tax Collector prior to September 15]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00806

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: DISPOSITION OF SURPLUS PROPERTY FOR ATTAINABLE HOUSING INFILL PROGRAM - 2300 WEST JACKSON STREET, A (PARCEL ID# 000S009060020172), 1700 DR. MARTIN LUTHER KING JR. DRIVE (PARCEL ID# 000S009020001101), 901 WEST BLOUNT STREET (PARCEL ID# 000S009050016054), AND 900 BLOCK WEST BLOUNT STREET (PARCEL ID# 000S009050009054)

RECOMMENDATION:

That City Council conduct a public hearing to consider disposition of 2300 West Jackson Street, A (Parcel ID# 000S009060020172), 1700 Dr. Martin Luther King Jr. Drive (Parcel ID# 000S009020001101), 901 West Blount Street (Parcel ID# 000S009050016054), and 900 Block West Blount Street (Parcel ID# 000S009050009054) at no cost to income-qualified homebuyers, subject to affordability requirements, and pursuant to the terms of the City of Pensacola Attainable Housing Infill Program and Chapter 163, Part III, Florida Statutes.

HEARING REQUIRED: Public

SUMMARY:

In support of the affordable housing goals identified in the CRA redevelopment plans, Chapter 163, Part III, Florida Statutes and as approved in the 2022 CRA Work Plan, the City and CRA will provide affordable housing assistance pursuant to the City of Pensacola Attainable Housing Infill Program.

Surplus CRA-owned lots will be provided to income-qualified homebuyers at no cost, subject to affordability requirements. Development and sale of these lots will adhere to the terms, policies and procedures of the City of Pensacola Attainable Housing Infill Program.

Pursuant to Chapter 163, Part III, disposition of CRA property below market value may only occur after a public hearing by City Council. The fair market value of each lot, as determined by the assessed value set by the Escambia County Property Appraiser is as follows:

2300 West Jackson Street, A (Parcel ID# 000S009060020172) - \$5,529
1700 Dr. Martin Luther King Jr. Drive (Parcel ID# 000S009020001101) - \$37,410
901 West Blount Street (Parcel ID# 000S009050016054) - \$128,282
900 Block West Blount Street (Parcel ID# 000S009050009054) - \$32,430

PRIOR ACTION:

August 10, 2020 - The CRA approved the FY2021 CRA Work Plan for the Urban Core, Eastside and Westside community redevelopment areas.

July 8, 2020 - The ERB approved its recommended project list and 5-year implementation plan.

July 21, 2020 - The UCRB approved its recommended project list and 5-year implementation plan.

July 28, 2020 - The WRB approved its recommended project list and 5-year implementation plan.

October 27, 2020 - The WRB ratified its recommended project list, with the addition of the residential resiliency program and affordable housing initiatives.

December 2, 2020 - The UCRB ratified its recommended project list, with the addition of the residential resiliency program and affordable housing initiatives and identified affordable housing and community policing as its top two priorities, respectively.

February 23, 2020 - The ERB ratified its recommended project list, with the additional of the residential resiliency program, affordable housing initiatives, and Magee Field signage improvements, and identified affordable housing and the Hollice T. Williams Urban Greenway and Skate Park project as its top two priorities, respectively.

December 14, 2021 - The WRB prioritized affordable housing among its top two priorities for the year.

January 25, 2022 - The UCRB prioritized affordable housing among its top two priorities for the year.

February 22, 2022 - The ERB prioritized affordable housing among its top two priorities for the year.

May 9, 2022 - The CRA approved implementation of the City of Pensacola Attainable Housing Infill Policy for infill development.

July 18, 2022 - The CRA declared the properties located at 2300 West Jackson Street, A (Parcel ID# 000S009060020172), 1700 Dr. Martin Luther King Jr. Drive (Parcel ID# 000S009020001101), 901 West Blount Street (Parcel ID# 000S009050016054), and 900 Block West Blount Street (Parcel ID# 000S009050009054), surplus property and available for disposition under the terms of the City of Pensacola Attainable Housing Infill Program.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/18/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, Development Services Director

Victoria D'Angelo, CRA Assistant Manager

Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) ESCPA Record & Map - 2300 W Jackson St, A
- 2) ESCPA Record & Map - 1700 Dr. MLK Jr. Dr.
- 3) ESCPA Record & Map - 901 W Blount St.
- 4) ESCPA Record & Map - 900 Blk W Blount St.

PRESENTATION: No

Source: Escambia County Property Appraiser

[Restore Full Version](#)

General Information						Assessments				
Parcel ID: 000S009060020172						Year	Land	Imprv	Total	<u>Cap Val</u>
Account: 151498000						2021	\$5,529	\$0	\$5,529	\$5,529
Owners: COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA						2020	\$5,529	\$0	\$5,529	\$5,529
Mail: 222 W MAIN ST PENSACOLA, FL 32502						2019	\$5,529	\$0	\$5,529	\$5,529
Situs: 2300 W JACKSON ST A 32505						Disclaimer				
Use Code: VACANT RESIDENTIAL						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				
04/01/2021	8500	1782	\$11,000	WD		Legal Description				
01/28/2021	8457	1942	\$100	OJ		E 58 FT OF LTS 20 TO 22 BLK 172 WEST KING TRACT OR 8500 P 1782 CA 126				
03/08/2019	8060	313	\$4,200	TD		Extra Features				
09/10/2013	7196	121	\$600	QC		None				
07/15/2013	7047	611	\$2,600	TD						
03/2006	5859	1755	\$100	QC						
09/1993	3411	533	\$35,000	WD						
08/1993	3411	532	\$19,900	WD						
10/1983	1825	860	\$37,000	WD						

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

Parcel Information

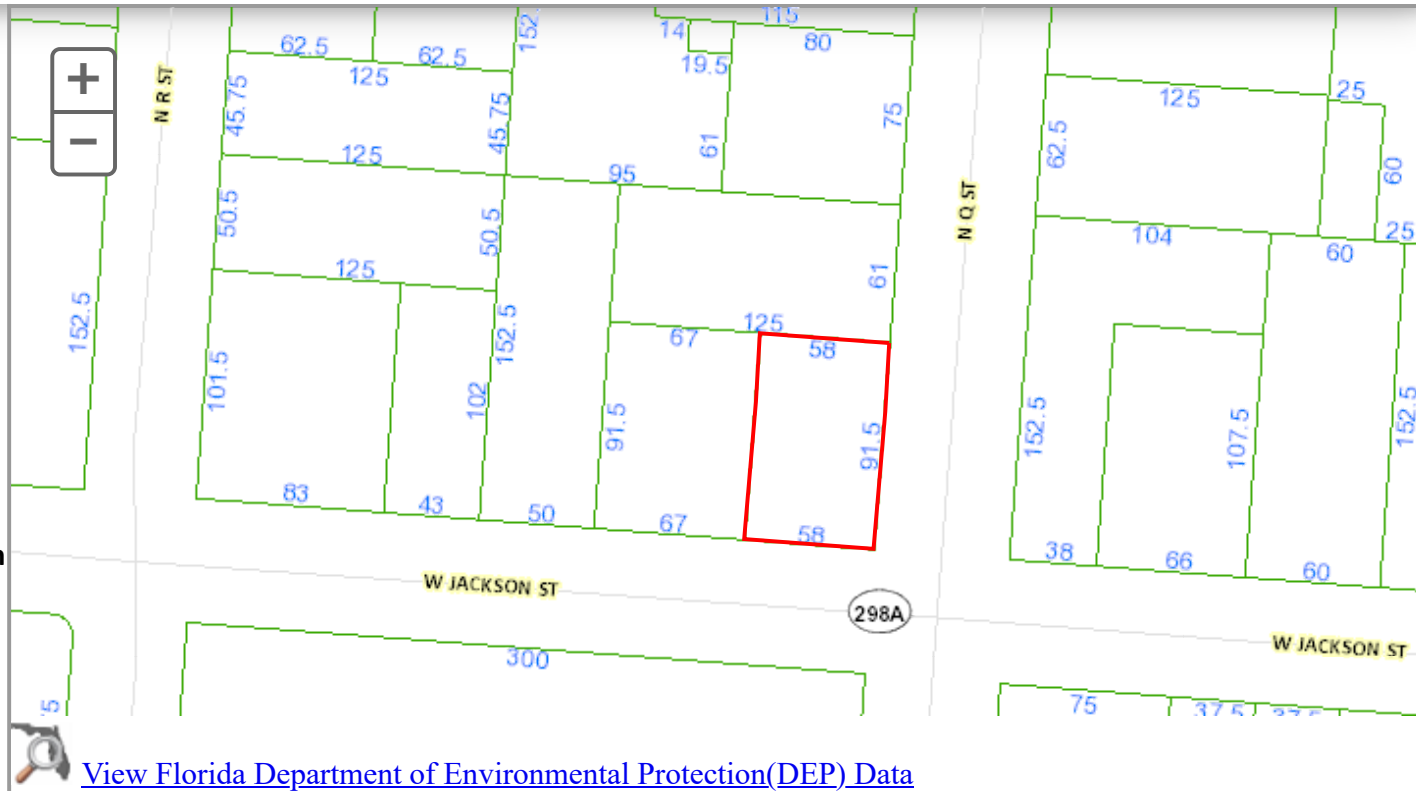
[Launch Interactive Map](#)

Section
Map Id:
[CA126](#)

Approx.
Acreage:
0.1209

Zoned:
R-2

Evacuation
& Flood
Information
[Open
Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings**Images**

5/18/2022 12:00:00 AM












5/18/2022 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.

Source: Escambia County Property Appraiser

[Restore Full Version](#)

General Information Parcel ID: 000S009020001101 Account: 133731000 Owners: COMMUNITY REDEVELOPMENT AGENCY OF THE PENSACOLA CITY OF Mail: PO BOX 12910 PENSACOLA, FL 32521 Situs: 1700 DR MARTIN LUTHER KING JR 32503 Use Code: SERVICE STATION Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$37,410</td> <td>\$0</td> <td>\$37,410</td> <td>\$33,000</td> </tr> <tr> <td>2020</td> <td>\$30,000</td> <td>\$0</td> <td>\$30,000</td> <td>\$30,000</td> </tr> <tr> <td>2019</td> <td>\$30,000</td> <td>\$0</td> <td>\$30,000</td> <td>\$30,000</td> </tr> </tbody> </table> <div> Disclaimer </div> <div> Market Value Breakdown Letter </div> <div> Tax Estimator </div> <div> Download Income & Expense Survey </div>	Year	Land	Imprv	Total	Cap Val	2021	\$37,410	\$0	\$37,410	\$33,000	2020	\$30,000	\$0	\$30,000	\$30,000	2019	\$30,000	\$0	\$30,000	\$30,000				
Year	Land	Imprv	Total	Cap Val																					
2021	\$37,410	\$0	\$37,410	\$33,000																					
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Parcel Information <div> Launch Interactive Map </div>																									



View Florida Department of Environmental Protection(DEP) Data

Buildings	
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<div>Structural Elements</div> <p> DECOR/MILLWORK-MINIMUM DWELLING UNITS-0 EXTERIOR WALL-METAL-PRE.FIN. EXTERIOR WALL-SIDING-BLW.AVG. FLOOR COVER-CONCRETE-FINISH FOUNDATION-SLAB ON GRADE HEAT/AIR-NONE INTERIOR WALL-EXPOSED BLK/BRK NO. PLUMBING FIXTURES-4 NO. STORIES-1 ROOF COVER-BLT UP ON WOOD ROOF FRAMING-RIGID FRAME/BAR STORY HEIGHT-13 STRUCTURAL FRAME-MASONRY PIL/STL </p>	
<div>Areas - 1755 Total SF</div> <p> BASE AREA - 1305 CARPORT FIN - 450 </p>	
Images	



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Source: Escambia County Property Appraiser

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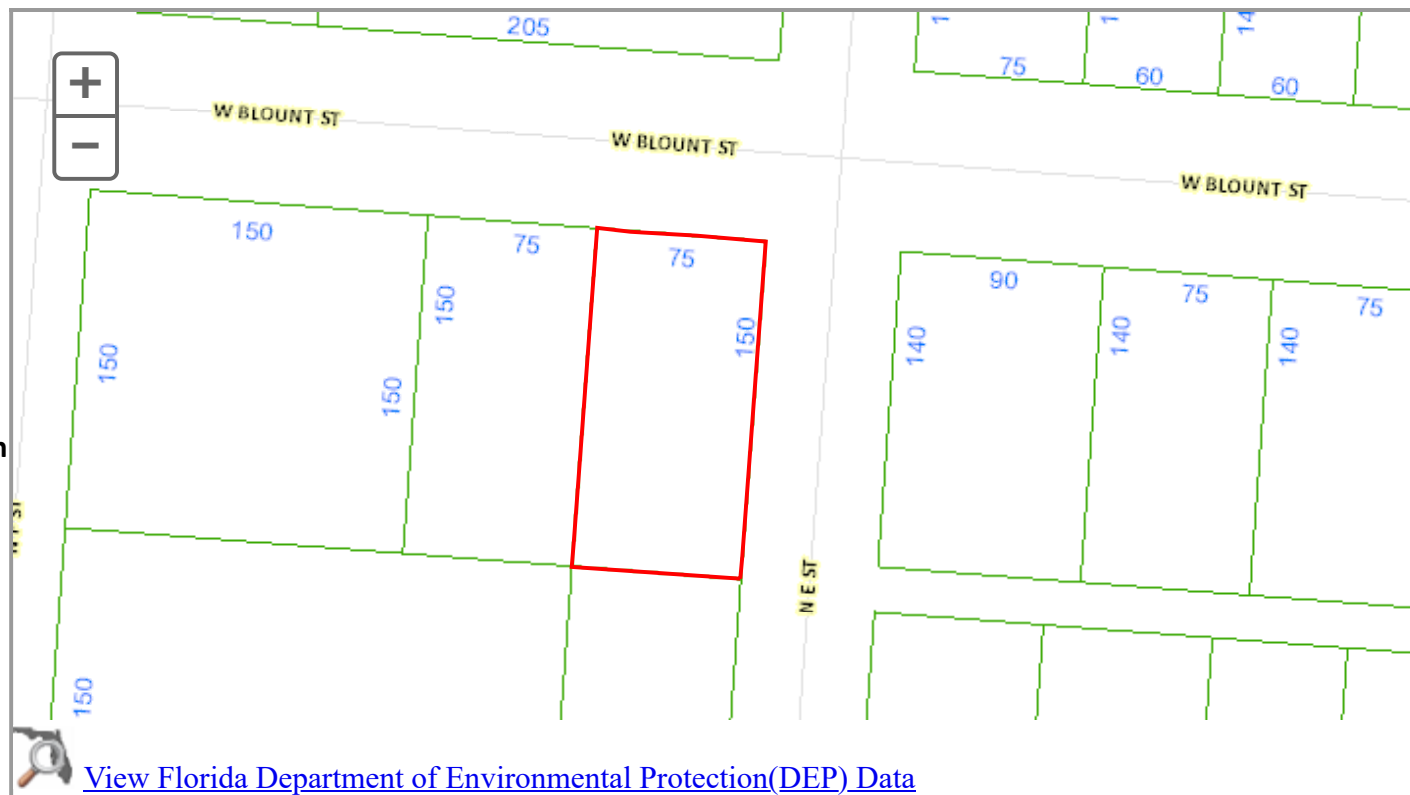
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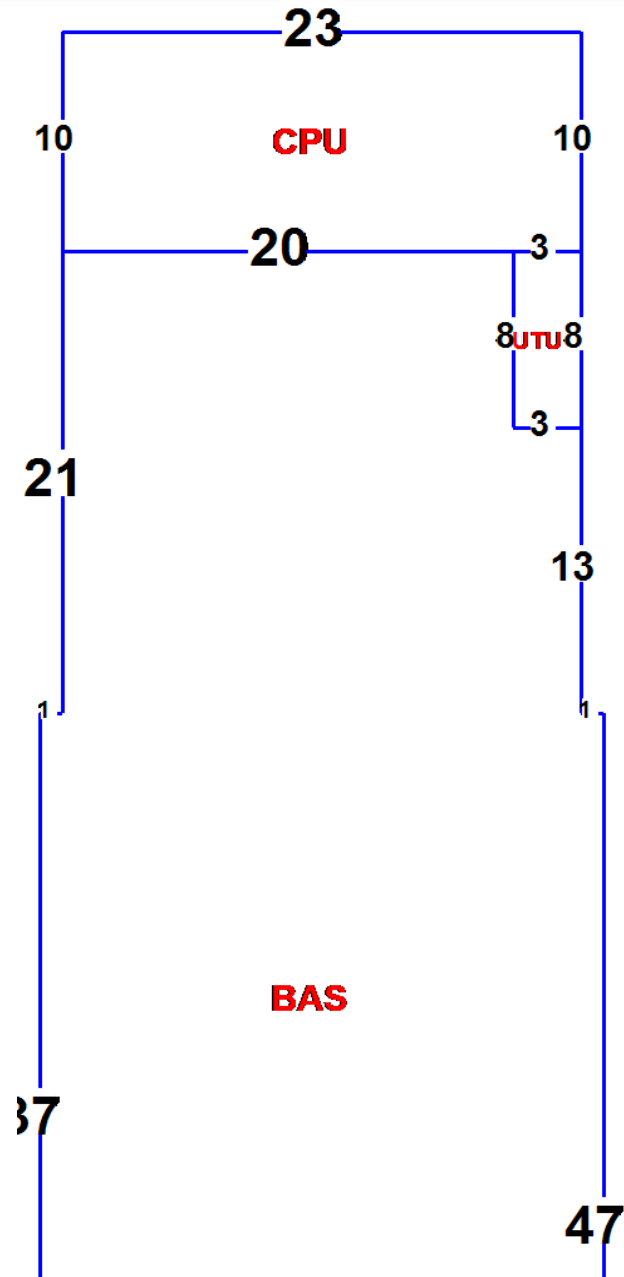
[View Florida Department of Environmental Protection\(DEP\) Data](#)

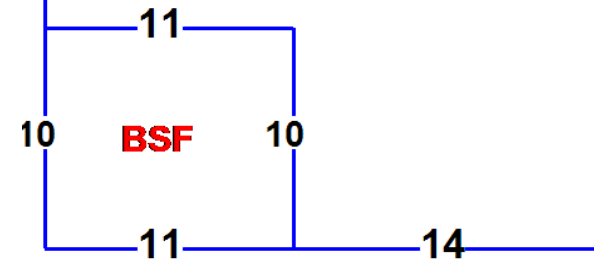
Buildings

Address: 901 W BLOUNT ST, Year Built: 1951, Effective Year: 1965, PA Building ID#: 24170

Structural Elements**DECOR/MILLWORK**-ABOVE AVERAGE**DWELLING UNITS**-1**EXTERIOR WALL**-BRICK-COMMON**FLOOR COVER**-HARDWOOD/PARQUET**FOUNDATION**-WOOD/SUB FLOOR**HEAT/AIR**-CENTRAL H/AC**INTERIOR WALL**-DRYWALL-PLASTER**NO. PLUMBING FIXTURES**-3**NO. STORIES**-1**ROOF COVER**-COMPOSITION SHG**ROOF FRAMING**-HIP**STORY HEIGHT**-0**STRUCTURAL FRAME**-WOOD FRAME

Areas - 1888 Total SF

BASE AREA - 1524**BASE SEMI FIN** - 110**CARPORT UNF** - 230**UTILITY UNF** - 24



Images



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Source: Escambia County Property Appraiser

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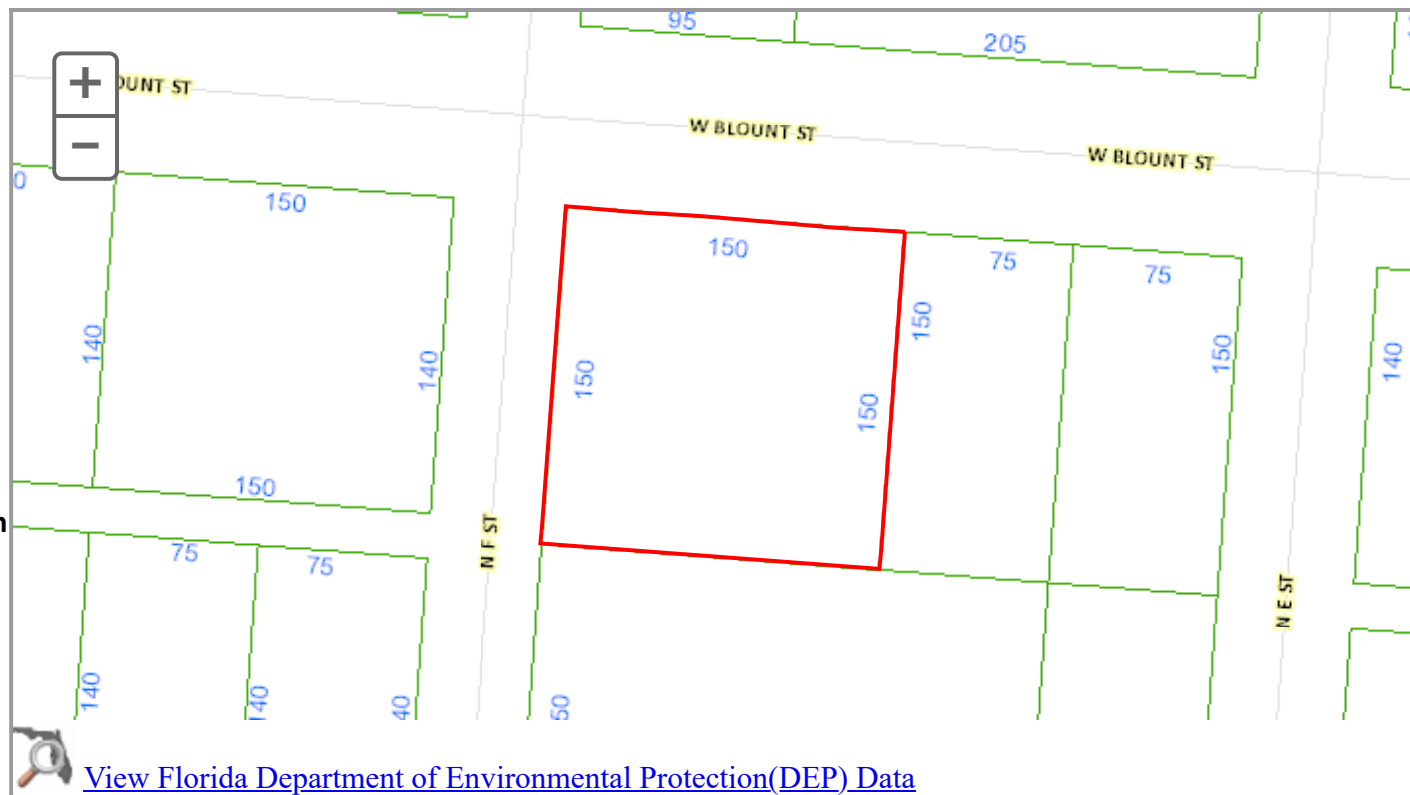
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Information
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Buildings**Images**

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00808

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DISPOSITION OF SURPLUS PROPERTY FOR ATTAINABLE HOUSING INFILL PROGRAM - 2300 WEST JACKSON STREET, A (PARCEL ID# 000S009060020172), 1700 DR. MARTIN LUTHER KING JR. DRIVE (PARCEL ID# 000S009020001101), 901 WEST BLOUNT STREET (PARCEL ID# 000S009050016054), AND 900 BLOCK WEST BLOUNT STREET (PARCEL ID# 000S009050009054)

RECOMMENDATION:

That City Council approve disposition of 2300 West Jackson Street, A (Parcel ID# 000S009060020172), 1700 Dr. Martin Luther King Jr. Drive (Parcel ID# 000S009020001101), 901 West Blount Street (Parcel ID# 000S009050016054), and 900 Block West Blount Street (Parcel ID# 000S009050009054) at no cost to income-qualified homebuyers, subject to affordability requirements, and pursuant to the terms of the City of Pensacola Attainable Housing Infill Program and Chapter 163, Part III, Florida Statutes. Further, that the City Council waive, in part, the Policy for Disposition of City-Owned Property, removing the appraisal requirement for each parcel and accepting the assessed value, as determined by the Escambia County Property Appraiser, as the fair market value and authorizing disposal under the Attainable Housing Infill Program as the method of disposition.

HEARING REQUIRED: Public

SUMMARY:

In support of the affordable housing goals identified in the CRA redevelopment plans, Chapter 163, Part III, Florida Statutes and as approved in the 2022 CRA Work Plan, the City and CRA will provide affordable housing assistance pursuant to the City of Pensacola Attainable Housing Infill Program.

Surplus CRA-owned lots will be provided to income-qualified homebuyers at no cost, subject to affordability requirements. Development and sale of these lots will adhere to the terms, policies and procedures of the City of Pensacola Attainable Housing Infill Program.

Pursuant to Chapter 163, Part III, the City Council held a public hearing to consider disposition of the subject properties below market value. The fair market value of each lot, as determined by the assessed value set by the Escambia County Property Appraiser is as follows:

2300 West Jackson Street, A (Parcel ID# 000S009060020172) - \$5,529
1700 Dr. Martin Luther King Jr. Drive (Parcel ID# 000S009020001101) - \$37,410
901 West Blount Street (Parcel ID# 000S009050016054) - \$128,282
900 Block West Blount Street (Parcel ID# 000S009050009054) - \$32,430

PRIOR ACTION:

August 10, 2020 - The CRA approved the FY2021 CRA Work Plan for the Urban Core, Eastside and Westside community redevelopment areas.

July 8, 2020 - The ERB approved its recommended project list and 5-year implementation plan.

July 21, 2020 - The UCRB approved its recommended project list and 5-year implementation plan.

July 28, 2020 - The WRB approved its recommended project list and 5-year implementation plan.

October 27, 2020 - The WRB ratified its recommended project list, with the addition of the residential resiliency program and affordable housing initiatives.

December 2, 2020 - The UCRB ratified its recommended project list, with the addition of the residential resiliency program and affordable housing initiatives and identified affordable housing and community policing as its top two priorities, respectively.

February 23, 2020 - The ERB ratified its recommended project list, with the additional of the residential resiliency program, affordable housing initiatives, and Magee Field signage improvements, and identified affordable housing and the Hollice T. Williams Urban Greenway and Skate Park project as its top two priorities, respectively.

December 14, 2021 - The WRB prioritized affordable housing among its top two priorities for the year.

January 25, 2022 - The UCRB prioritized affordable housing among its top two priorities for the year.

February 22, 2022 - The ERB prioritized affordable housing among its top two priorities for the year.

May 9, 2022 - The CRA approved implementation of the City of Pensacola Attainable Housing Infill Policy for infill development.

July 18, 2022 - The CRA declared the properties located at 2300 West Jackson Street, A (Parcel ID# 000S009060020172), 1700 Dr. Martin Luther King Jr. Drive (Parcel ID# 000S009020001101), 901 West Blount Street (Parcel ID# 000S009050016054), and 900 Block West Blount Street (Parcel ID# 000S009050009054), surplus property and available for disposition under the terms of the City of Pensacola Attainable Housing Infill Program.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/5/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, Development Services Director

Victoria D'Angelo, CRA Assistant Manager

Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) ESCPA Record & Map - 2300 W Jackson St, A
- 2) ESCPA Record & Map - 1700 Dr. MLK Jr. Dr.
- 3) ESCPA Record & Map - 901 W Blount St.
- 4) ESCPA Record & Map - 900 Blk W Blount St.

PRESENTATION: No

Source: Escambia County Property Appraiser

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General Information							Assessments				
Parcel ID: 000S009060020172							Year	Land	Imprv	Total	<u>Cap Val</u>
Account: 151498000							2021	\$5,529	\$0	\$5,529	\$5,529
Owners: COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA							2020	\$5,529	\$0	\$5,529	\$5,529
Mail: 222 W MAIN ST PENSACOLA, FL 32502							2019	\$5,529	\$0	\$5,529	\$5,529
Situs: 2300 W JACKSON ST A 32505							Disclaimer				
Use Code: VACANT RESIDENTIAL							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				
04/01/2021	8500	1782	\$11,000	WD			Legal Description				
01/28/2021	8457	1942	\$100	OJ			E 58 FT OF LTS 20 TO 22 BLK 172 WEST KING TRACT OR 8500 P 1782 CA 126				
03/08/2019	8060	313	\$4,200	TD			Extra Features				
09/10/2013	7196	121	\$600	QC			None				
07/15/2013	7047	611	\$2,600	TD							
03/2006	5859	1755	\$100	QC							
09/1993	3411	533	\$35,000	WD							
08/1993	3411	532	\$19,900	WD							
10/1983	1825	860	\$37,000	WD							

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

**Parcel
Information**

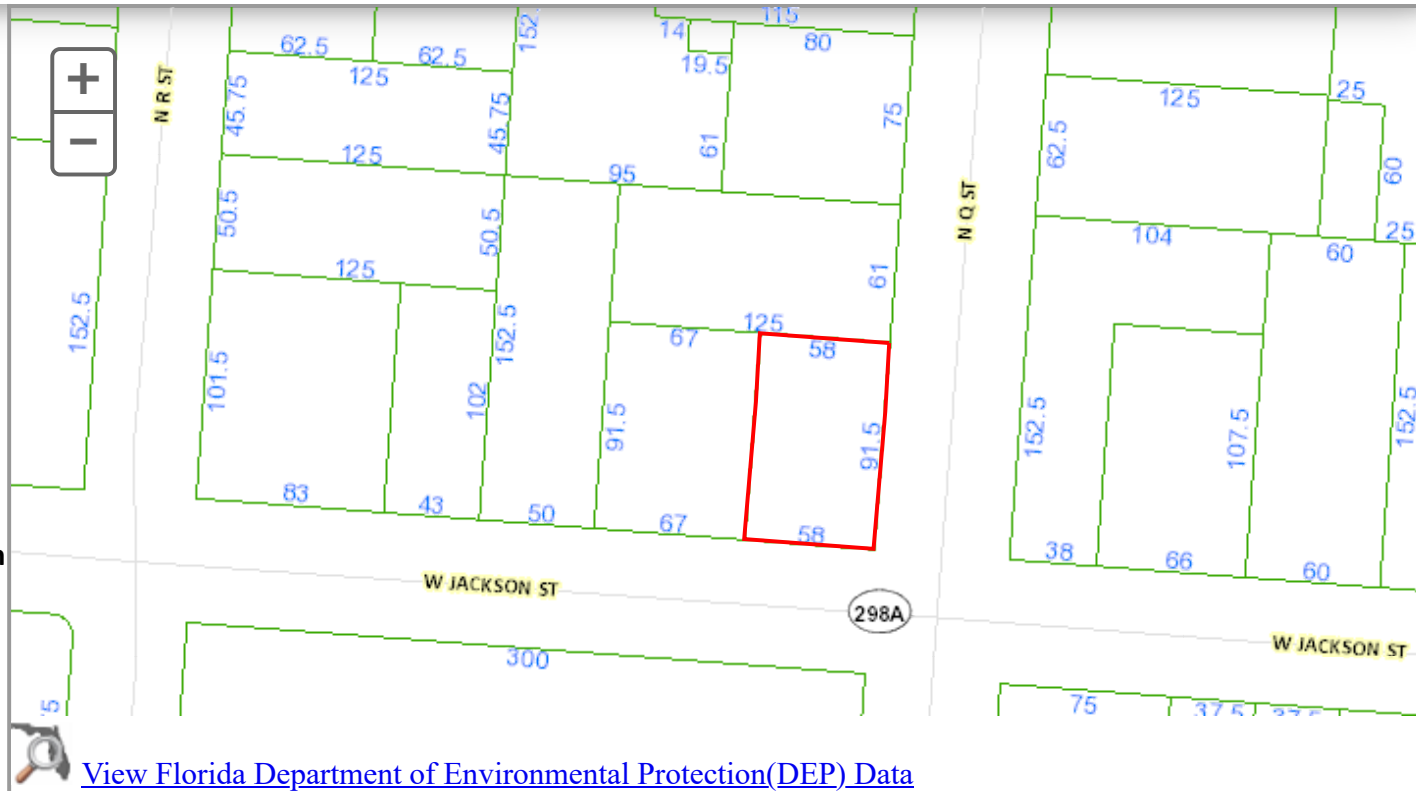
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Buildings

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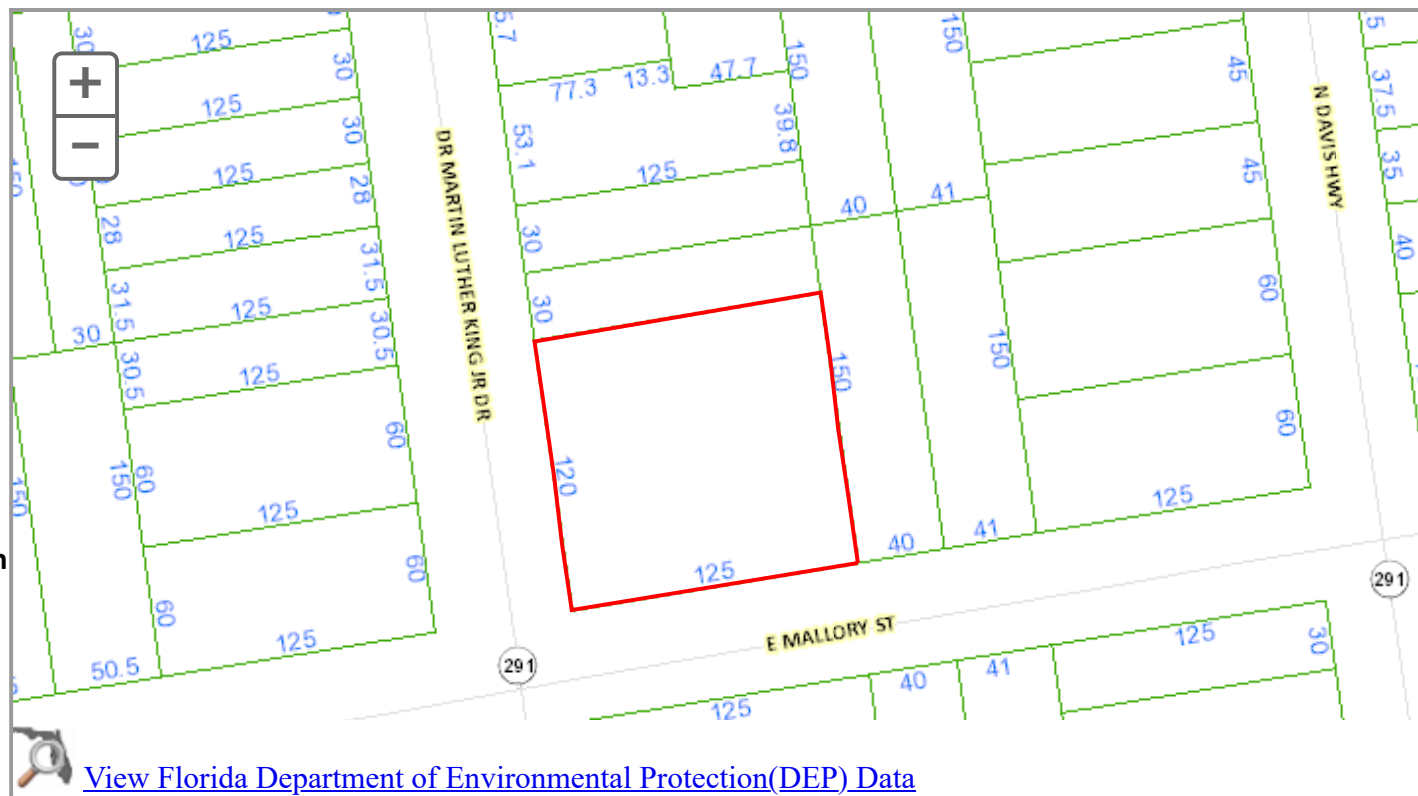
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Images	



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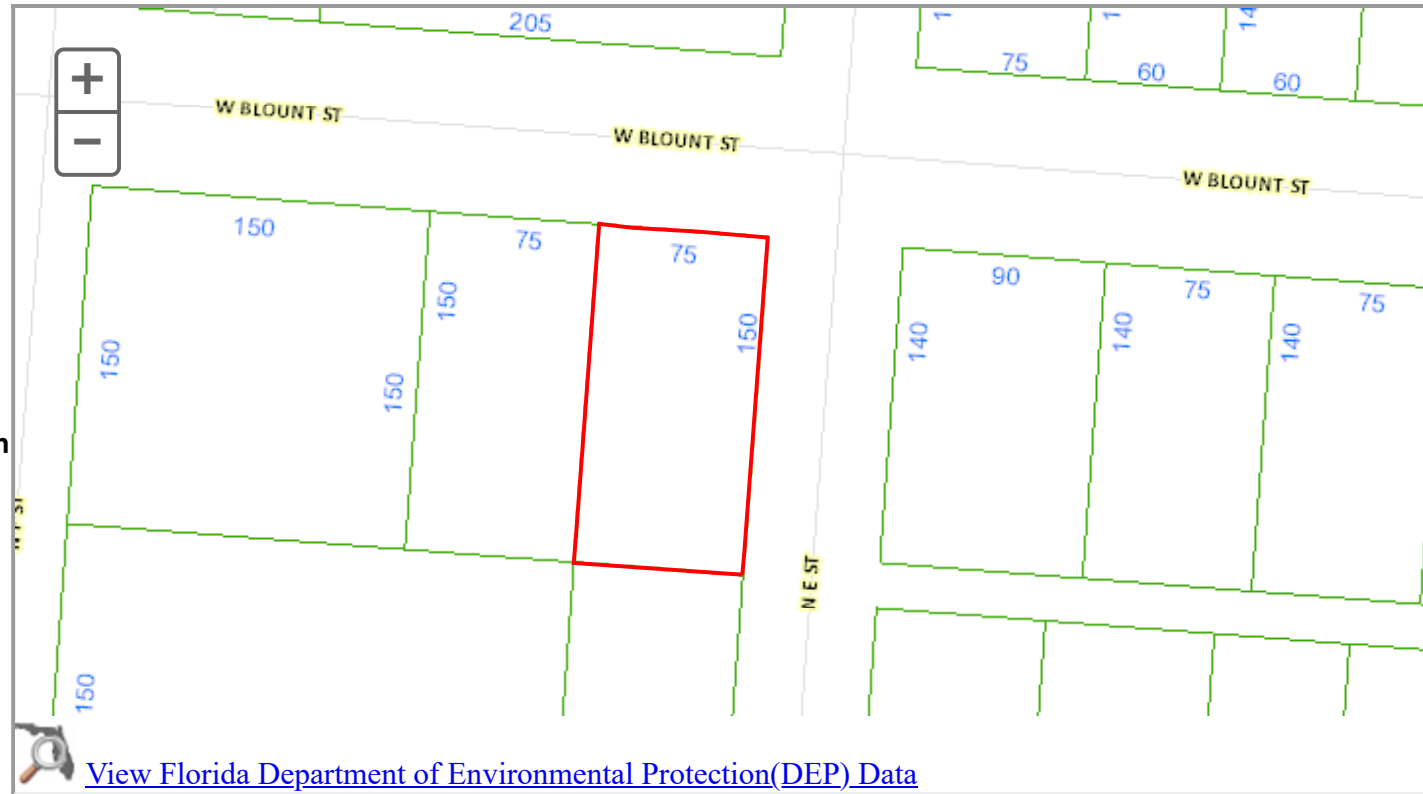
General Information Parcel ID: 000S009050016054 Account: 144118000 Owners: COMMUNITY REDEVELOPMENT AGENCY Mail: 222 WEST MAIN ST PENSACOLA, FL 32502 Situs: 901 W BLOUNT ST 32501 Use Code: SINGLE FAMILY RESID Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$33,750</td> <td>\$94,532</td> <td>\$128,282</td> <td>\$122,117</td> </tr> <tr> <td>2020</td> <td>\$28,125</td> <td>\$82,891</td> <td>\$111,016</td> <td>\$111,016</td> </tr> <tr> <td>2019</td> <td>\$28,125</td> <td>\$77,413</td> <td>\$105,538</td> <td>\$105,538</td> </tr> </tbody> </table> Disclaimer Market Value Breakdown Letter Tax Estimator File for New Homestead Exemption Online					Year	Land	Imprv	Total	Cap Val	2021	\$33,750	\$94,532	\$128,282	\$122,117	2020	\$28,125	\$82,891	\$111,016	\$111,016	2019	\$28,125	\$77,413	\$105,538	\$105,538																
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**Evacuation
& Flood
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[Open
Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

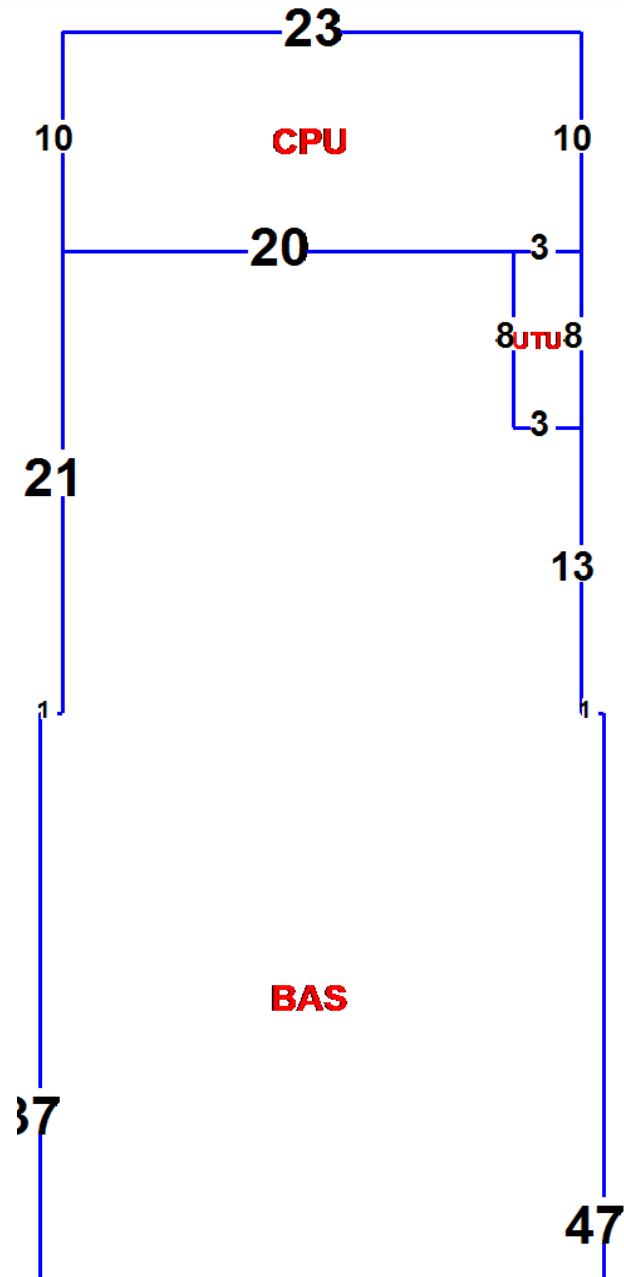
Buildings

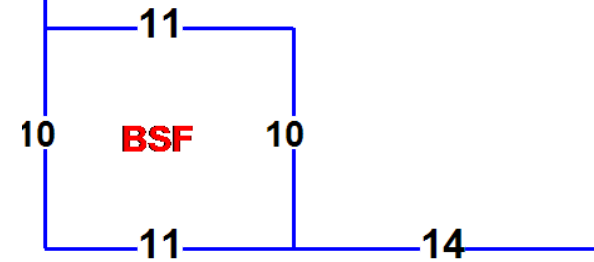
Address: 901 W BLOUNT ST, Year Built: 1951, Effective Year: 1965, PA Building ID#: 24170

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE**DWELLING UNITS**-1**EXTERIOR WALL**-BRICK-COMMON**FLOOR COVER**-HARDWOOD/PARQUET**FOUNDATION**-WOOD/SUB FLOOR**HEAT/AIR**-CENTRAL H/AC**INTERIOR WALL**-DRYWALL-PLASTER**NO. PLUMBING FIXTURES**-3**NO. STORIES**-1**ROOF COVER**-COMPOSITION SHG**ROOF FRAMING**-HIP**STORY HEIGHT**-0**STRUCTURAL FRAME**-WOOD FRAME

Areas - 1888 Total SF

BASE AREA - 1524**BASE SEMI FIN** - 110**CARPORT UNF** - 230**UTILITY UNF** - 24



Images



2/19/2019 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.

Source: Escambia County Property Appraiser

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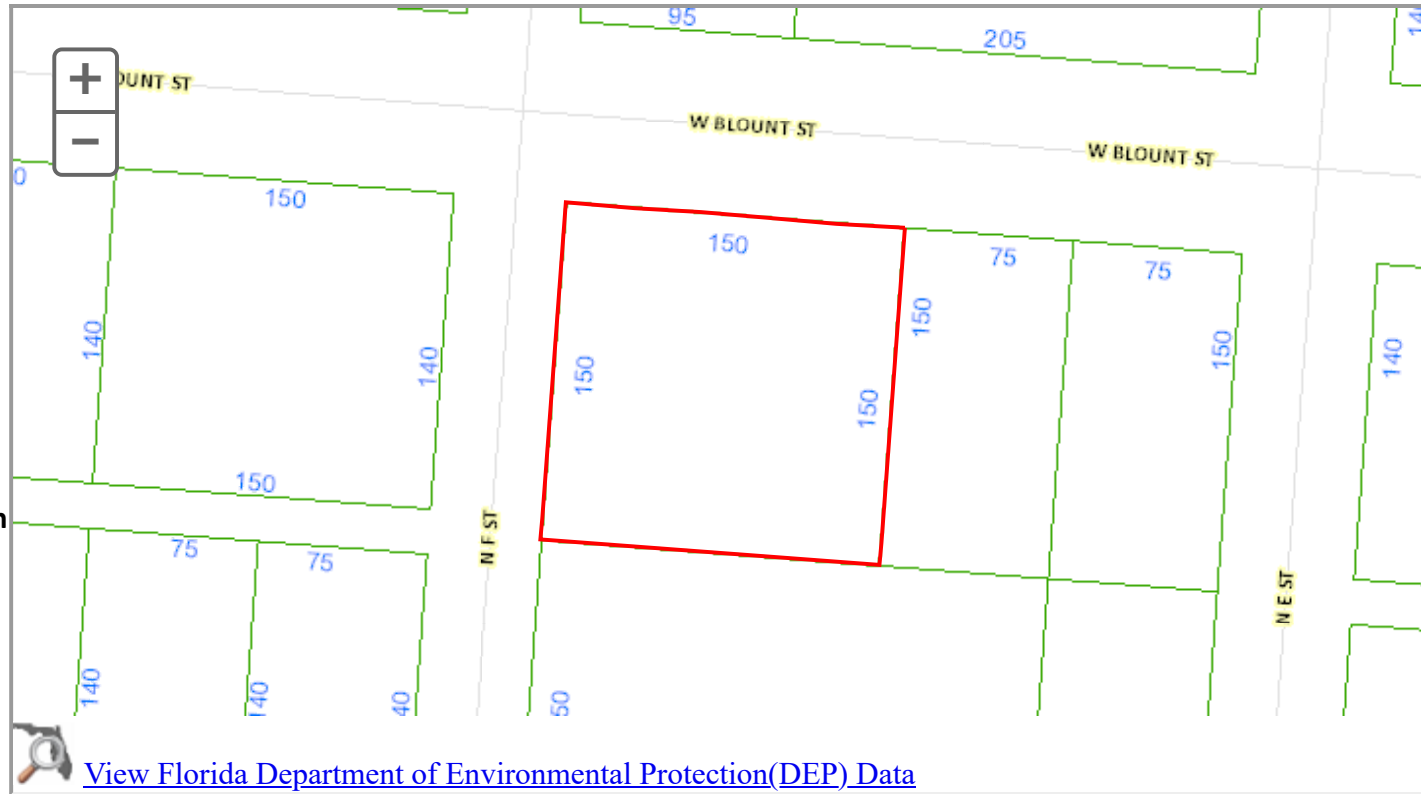
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Evacuation
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Buildings
Images



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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.



Memorandum

File #: 22-00801

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

RE-ENTRY ALLIANCE PENSACOLA (REAP) - REQUEST FOR ADDITIONAL FUNDING

RECOMMENDATION:

That City Council approve the request for additional American Rescue Plan Act (ARPA) funding in the amount of \$389,420.02 to Re-Entry Alliance Pensacola, Inc. for the continued operation of the Lodges and Emergency Shelter for Women and Women with Families.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 20, 2021, City Council received a presentation from the Homeless Reduction Task Force regarding a plan for the Expenditure of the City's American Rescue Plan Act (ARPA) Fund appropriation. Included in that plan was a funding request in the amount of \$921,328 for the Re-Entry Alliance of Pensacola (REAP) for the following programs:

- \$362,879 - Lodges and Emergency Shelter for Women and Women with Families
- \$150,370 - Funding For a 5-acre campsite with enhanced amenities.
- \$408,079 - Funding for the acquisition & operation of a 24-bed Temporary Shelter located at 1551 West Blount Street

On December 1, 2021, City Council held a Special City Council Meeting to accept the Homelessness Reduction Task Force ranking recommendations and approved the distribution of ARPA funds based on the rankings. Included in that recommendation was funding in the amount of \$1,746,464 for REAP for the following programs:

- \$417,879 - Lodges and Emergency Shelter for Women and Women with Families
- \$316,850 - Safe Outdoor Shelter at 2200 Palafox Campsite
- \$178,520 - Safe Outdoor Shelter at REAP Lodge Campsite
- \$273,740 - Safe Outdoor Shelter at Houston Street Campsite
- \$559,475 - Navigational Holistic Center

Resulting from that meeting was an approval by City Council to provide funding in the amount of \$400,000 for the REAP Navigational Holistic Center program. However, funding for the Safe Outdoor

Shelters and the Lodges and Emergency Shelter for Women and Women with Families was not approved by City Council at that time. An additional \$180,000 was allocated for emergency reimbursement funding for the various organizations for placement of homeless individuals in hotel rooms. Of that amount \$149,000 has been earmarked for REAP funding for hotel rooms.

On February 24, 2022, City Council allocated an additional \$42,000 to REAP for the Safe Outdoor Shelter at Camp One (the Pathways for Change property).

On July 18, 2022, the City received a request from REAP to provide funding for the Lodges and Emergency Shelter for Women and Women with Families in the amount of \$389,402.02 after receiving \$24,876.78 from Opening Doors of NWFL, Inc. Unified State Grant. A copy of their proposed budget covering 7/1/22 to 6/30/23 is attached.

PRIOR ACTION:

August 12, 2021 - City Council allocated \$3,000,000 of ARPA funds to homelessness reduction.

September 20, 2021 - City Council received a presentation from the Homeless Reduction Task Force regarding a plan for the expenditure of the City Council American Rescue Plan Act (ARPA) Fund Appropriation.

December 1, 2021 - City Council held a Special City Council Meeting to allocate \$1,596,654 to certain organizations to assist in the homelessness reduction. The remainder was held by Council for future use.

February 23, 2022 - City Council allocated an additional \$42,000 to Re-Entry Alliance Pensacola, for the Safe Outdoor Shelter at Camp One (the Pathways for Change property).

FUNDING:

Budget: \$936,346.00 Homelessness Initiatives Unallocated Balance

Actual: \$389,420.02 Additional REAP Funding Request

FINANCIAL IMPACT:

There is currently \$936,346 in the Unallocated Homelessness Initiatives balance within the ARPA Fund. Should City Council approve this allocation the remaining unallocated balance will be \$546,926 for other homelessness initiatives.

STAFF CONTACT:

Don Kraher, Council Executive
Melanie Kruszona, Strategic Budget Planner
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

- 1) REAP Lodges Budget - July 1, 2022 through June 30, 2023
- 2) City of Pensacola Homelessness/Housing Initiatives ARPA Balance as of August 1, 2022
- 3) The Lodge's Progress Summary - 09/03/21 to 07/31/22

PRESENTATION: No

REAP'S TEMPORARY EMERGENCY SHELTER
THE LODGES
BUDGET 07/01/22 TO 06/30/23

REVENUE	ANNUAL PROJECTED 7/1/22 TO 6/30/23
OPENING DOORS, NWFL, INC. UNIFIED STATE GRANT	\$24,876.78
CITY OF PENSACOLA ARPA	\$389,420.02
TOTAL REVENUE	\$417,879.00

EXPENSE	
PERSONNEL	
PROGRAM DIRECTOR-MASTERS LEVEL (RL)	\$55,000
SENIOR CASE MANAGER-MASTERS LEVEL (EM)	\$45,000
NIGHT CLERKS (2) 12HR-365 DAYS-\$14./HR	\$61,320
TAXES, BENEFITS, INSURANCE 23%	\$37,100
TOTAL PERSONNEL	\$198,420
LAUNDRY SUPPLIES	\$4,710
VEHICLE/TRNSPORTATION EXPENSE	\$16,000
LEASE AGREEMENT	\$60,000
UTILITIES	\$48,000
REPAIRS AND MAINTENANCE	\$3,000
INSURANCE	\$15,000
FOOD SERVICE	\$72,000.00
TOTAL EXPENSE	\$417,130.00
EXCESS REVENUE/EXPENSE	\$749

CITY OF PENSACOLA
ARPA FUNDS
HOMELESSNESS/HOUSING INITIATIVES
AS OF AUGUST 1, 2022

Description	Budget	LTD Exp/Enc	Balance
Homelessness Initiatives			
Unallocated	936,346.00	-	936,346.00
REAP	442,000.00	110,911.15	331,088.85
LOTUS	425,000.00	40,208.50	384,791.50
Bright Bridge Ministries	281,400.00	-	281,400.00
Children's Home Society	135,254.00	29,285.04	105,968.96
Lakeview	300,000.00	-	300,000.00
Pensacola Dream Center	300,000.00	35,750.24	264,249.76
Hotel Vouchers - Unallocated	3,000.00	-	3,000.00
Hotel Vouchers - Bright Bridge	16,000.00	4,935.18	11,064.82
Hotel Vouchers - REAP	149,000.00	143,312.35	5,687.65
Hotel Vouchers - Pensacola Dream Center	12,000.00	7,837.18	4,162.82
Sub-Total	3,000,000.00	372,239.64	2,627,760.36
Housing Initiatives			
Unallocated	50,000.00	-	50,000.00
Housing Incentives	450,000.00	-	450,000.00
Housing Rehab	500,000.00	69,430.00	430,570.00
Affordable Housing Development	1,000,000.00	8,425.00	991,575.00
Sub-Total	2,000,000.00	77,855.00	1,922,145.00
Total	5,000,000.00	450,094.64	4,549,905.36

ANNUAL REPORT

REAP LODGES AND EMERGENCY SHELTER

From 3 September 2021 through 31 July 2022, REAP's Lodges and Emergency Shelter has provided the following services to our homeless community:

- We have provided emergency housing for a total of 816 individual clients for a total of 12,093-night stays.
- These clients were also served a total of nutritious 13,240 meals, including a hot evening meal with protein, 2 vegetables, starch, drink and dessert, and a breakfast snack. These meals were provided under contract with Bright Bridge Ministries and delivered ready for serving to the Lodges.
- While collaborating with our partner REAP Rapid Rehousing, we were able to permanently house 55 clients under funding by the CARES Act/ESG programs.
- A total of 10 clients were housed in supported housing without using RRH funding.
- 6 other clients were assisted with their rental applications.
- 26 clients were assisted in obtaining a new or replacement ID card.
- 27 clients were assisted in obtaining a new/replacement Social Security card.
- We helped 3 clients sign up for Social Security benefits.
- We helped 18 clients sign up for Food Stamps.
- We assisted 12 children get enrolled in daycare.
- We had 60 clients enroll in the Escambia County Community Clinic.
- We assisted 21 clients to get their prescription medications, linked 3 clients with the mobile response team for mental health counseling, and helped 1 homeless male get enrolled in Lakeview Lodges.
- We helped 9 clients relocate from Pensacola to Chicago, Tampa, Ohio, California, and Atlanta to reunite with family, and 1 client to Tampa for drug rehab.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00829

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jennifer Brahier

SUBJECT:

NAMING THE BALL CREW BUILDING LOCATED AT ROGER SCOTT IN HONOR OF HERMAN JONES

RECOMMENDATION:

That City Council approve the naming of the Ball Crew Building at Roger Scott in honor of Herman Jones.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Mr. Jones was employed by the City for 25 plus years, working within Parks and Recreation serving as part of the ballfield crew, which at the time was a two-person crew who were tasked with the maintenance of 13 ballfields.

Mr. Jones was instrumental in the growth of the "ballfield crew," in growing it to what it is to date. During his time with the City, Mr. Jones maintained or supervised the maintenance of the majority of fields, including practice fields, within the City.

The Roger Scott fields was a major project that he and his crew assisted in building, along with putting in all of the irrigation within the complex for the game fields.

Mr. Jones served as a mentor to many of his crew and for many years was an integral part of ensuring that practice fields and game fields alike were maintained and ready for play; to the enjoyment of countless youth within the city.

Mr. Jones was the "boots on the ground," city employee that worked tirelessly whose time for recognition is now.

This proposal adds the name, Herman Jones, to the Ball Crew Building at Roger Scott.

PRIOR ACTION:

June 16, 2022 - Parks and Recreation Board approved this request

FUNDING:

N/A

FINANCIAL IMPACT:

Any costs not borne by the requestor, or the requestor's organization will be assumed by the Parks and Recreation Department

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Park Amenity Dedication Form - Ball Crew Building at Roger Scott
- 2) 6.16.22 Parks Board Meeting Minutes - Corrected Draft

PRESENTATION: No

Park Amenity Dedication PROPOSAL FORM

The installation of any plaque as a dedication to an individual or group at a City facility must be approved. Please fill out the form below. You will be notified of the decision.

Nominating Party

NAME: Tyree Jones
(INDIVIDUAL OR REPRESENTATIVE OF GROUP)

ADDRESS: 10730 Tara Dawn Circle

DAY PHONE: (850) 418-3388 EVENING PHONE: _____

E-MAIL: Tyreejones47@gmail.com

PERSON/ORGANIZATION/EVENT BEING HONORED

NAME: Herman Jones

PARK DEDICATION WOULD BE LOCATED: Ball crew building

DESCRIBE THE SIGNIFICANT CONTRIBUTIONS MADE BY THE HONOREE:

without Herman, this building would not be possible. Roger
Scott was basically a wooded area

(see attached paper)

SIGNATURE Tyree Jones DATE 5/12/22

PLEASE FORWARD TO THE PARKS AND RECREATION DEPARTMENT:

222 West Main Street
Pensacola, FL 32502
Phone: 850.436.5670
Fax: 850.436.5199

Director Approval _____ Date _____

Board Approval _____ Date _____

Herman Jones City of Pensacola Career Overview

Here are a list of things that Herman was tasked with while working for the city of Pensacola. He started working with the city in July of 1980 he started out in the sanitation department and worked there for two years doing various jobs such as collecting trash and filling in for drivers that may need to be off on vacation or sick leave. He then transferred to the Parks Department where he began his career its in that department, he worked beside one man at that time in the ballfield crew it was only a two man crew. At that time they were tasked with the maintenance on 13 ballfields: lining them up for the games, mowing the grass and keeping the irrigation system working. Over the years more crew was added and grew to eight people as the workload increased the job responsibility did as well adding weed control, fertilizing, insect control, building more ballfields and maintaining them as well. He started out as a maintenance worker and overtime he was promoted to lead worker as lead worker his job was to oversee and make sure that all the work assignments for the day was completed he trained everyone that came into the ball crew some of the training consisted of the training for CDL driving license, operating equipment ,training for weed control and insect control working on irrigation systems, laying out football fields and painting the lines in reconditioning the ballfields every season as time went on he was promoted to operation supervisor and that was his final job there. He was responsible for all of the above and now handling out work assignments and doing monthly reports on all the work order for the month not only was he responsible for the work but for the equipment and maintenance as well this is just a small outline of the few things that he was responsible for during his time working there he had to attend training classes as well. There were many many different responsibilities he had over his 30 years with the city of Pensacola here is a list of parks that he cared for McGhee Field, Lions Park, Exchange Park, Gull Point, airport Babe Ruth, Bill Bonds Field, Hitzman Park, Bill Gregory Park, Legion Field, Kiwanis Park, Terry Wayne East Park, Roger Scott Fields in fact that was a major project that he and his crew built along with putting in all the irrigation in that complex for the game fields. He was responsible for keeping them in service he was charged with the practice fields as well 28 at the time he was working there he laid sod for fields and a lot of things that are not listed these things he did for 30 years along with what was known as what he would call them the "dream team" a crew dedicated to service and commitment.

Herman Jones is an integral part of why the Ball Crew is here. He started it years ago and set the foundation for what it has turned into.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Meeting Minutes 3 - Final

Parks and Recreation Board

Thursday, June 16, 2022

8:00 AM

Hagler-Mason Conference Room

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.

CALL TO ORDER

The meeting was called to order by Chairman Hicks.

Chairman Hicks read a statement to the public about the time delay and how they can participate in the board meeting.

ROLL CALL

Chairman Hicks announced that a couple of days after the last meeting we lost our Vice-Chair Maranda Sword suddenly. He had drafted a short statement and sent it to her family and read it out loud at the funeral. Maranda Sword In Memoriam - Maranda served gracefully on our Parks and Recreation Board as a distinguished member and more recently as Vice-Chair. She was a quiet power calm and dignified and always supportive of achieving the best possible for our community. She encouraged us to move forward with integrity. Maranda was present and active in all deliberations and whenever she spoke it was with succinct precision and always she made a telling point. To watch her enter a room was to see grace in motion to receive her smiling greetings was a felt blessing and to hear her clarity on difficult points was enlightening. We are all grateful to have served with her and we feel the loss of her wisdom and guidance deeply.

Present 5 - Chairperson Rand Hicks, Antonio Bruni, David Del Gallo, Leah Harrison, and Renee Borden

Absent 2 - Alejandra Escobar-Ryan, and Michael Wolf

APPROVAL OF MINUTES

MINUTES OF MAY 19, 2022 PARKS AND RECREATION BOARD MEETING

Attachments: [22-5-19 Minutes Unapproved](#)

A motion was made by Bruni, seconded by Del Gallo, that this Minutes be Approved. The motion carried by the following vote:

Yes: 5 - Chairperson Hicks, Bruni, Del Gallo, Harrison, and Borden

Absent: 2 - Escobar-Ryan, and Wolf

DIRECTOR'S REPORT

DIRECTOR'S REPORT

Attachments: [22-6-19 Director's Report Parks and Recreation Board](#)

Chairman Hicks asked the board members if they had any questions concerning the Director's Report.

* Member Bruni inquired if the city has a wait list for the summer programs. Interim Director Stills responded, yes we have a wait list on most of the summer programs some are longer than others. Member Bruni asked if anyone gets in from being on a wait list. Interim Director Stills, responded to use as an example the Roger Scott pool people are getting in maybe not as many as we would want we are working on the process at this time. Member Bruni stated he was inquiring if there is a wait list for the day camps. Interim Director Stills responded that the wait we have established does allow individuals to get in. We have a lot of individuals who sign up ahead of time very early in the process with very little turnover. Member Bruni suggested allowing city residents to register two weeks earlier for the programs.

* Chairman Hicks asked if the Plaza de Luna project was going to be pushed back. Interim Director Stills reported the project is having supply issues it may be completed in August/September.

* Member Borden inquired if the splash pad was coming back to Plaza De Luna. Interim Director Stills responded yes it is coming back crews are still working on repairs.

* Member Borden inquired if the splash pad was open and operational at Legion Field. Interim Director Stills responded yes it is had some issues but those have been addressed as of last Friday.

* Chairman Hicks asked for updates on Roger Scott Tennis Courts. Deputy City Administrator Forte responded the bid will open tomorrow June 17th.

* Chairman Hicks inquired if the installation was to take place in June for the Julian Olsen bust and the John Sunday plaque. Interim Director Stills stated everything is coming together and will notify board members and neighborhood associations.

* Chairman Hicks asked for comments on the Moreno Park

Redevelopment Opportunities. Member Borden responded that it is going to be a huge opportunity for the west side. Discussion followed. Deputy City Administrator Forte responded now that city council has resolved support for the overall project and partnering with Baptist Hospital we have had very high level conversations leading up to that point with Baptist. Staff will be meeting with Baptist next week and will start putting together a funding plan in place for city council to consider next month. First before any other actions are to take place we will need the acquisition of the property.

* Member Borden inquired about the collaboration with PPD to promote center visits. Interim Director Stills responded that PPD uses it as an opportunity for recruitment and community engagement.

*Member Bruni asked if the city has equipment that would help neighborhoods host movies in the parks. Interim Director Stills responded the city does not own any such equipment that the city contracts the services.

* Member Harrison inquired about the purchase and use of the house at Magee Field. Interim Director Stills responded the house has been acquired and it will be renovated to use as an after school learning center.

STAFF REPORTS

CITY ARBORIST - KRISTOPHER STULTZ

Chairman Hicks asked City Arborist Stultz to come forward. Interim Director Stills asked City Arborist Stultz to give a brief work history before joining the City of Pensacola. City Arborist Stultz began by saying he is a 40+ year professional arborist. He began the first 20 years physically climbing, removing, and pruning trees. Spent next 20 years as a manager and consulting arborist for a large national landscaping firm. Now has the opportunity to work at the City of Pensacola as city arborist and tree specialist to not only help tree companies follow the standards and ordinances of the city but in the same light to help the citizens understand trees. To help citizens to understand how they develop, how they grow, and ultimately how they decline which is the mortality cycle of trees. Also how they affect the urban landscape and what benefits as they grow and as they decline to lower the liability and risk as to when you have large and heavy perennial plants that can cause hazards to person and property. He is here to help the contractors and citizens with their daily business.

*Member Bruni asked if he sees all tree removal permits private and public that come in to the city. City Arborist Stultz stated since March he has worked closely with the permitting department and now reviews every tree

removal in the city for commercial and residential. City Arborist asked the board if they would like to know the review of the removal process and give the highlights. Chairman Hicks answered yes please. City Arborist Stultz continued to say typically a resident with a large tree they are concerned about will hire a tree care company. The tree care company will put in for permit and I will go out and inspect the tree according to the documentation they have given me. I will measure the tree and do a quick 360 walk around the base and conduct a visual assessment to determine the tree to be considered a risk and what I see visually to mitigate any kind of risk. I will communicate via email and document that communication with the tree care company on any questions I may have or any additional document requirements. e.g. a large tree that has reached heritage size if home owner would like to have tree removed they have to submit documentation that it is a risk or hazard. I will review that with tree care company and try to find ways to mitigate before we go to a removal. e.g. commercial sites especially new developments I will go out to check if identification of the trees are correct. Identify the protected trees, check the measurements provided, and come up with a mitigation plan for that project that includes fees and/or replacement for obtaining the permit to develop site.

*Member Bruni asked if there was a threshold for permits in terms if you are just trimming trees back. e.g. a two part process where someone trims a tree so much it kills the tree and then comes to you six months later and says this tree is dead and ask to remove tree because it's a hazard. City Arborist Stultz stated in the city ordinance it states to prune a heritage size tree a heritage tree pruning plan must be submitted to the city. This is the number one thing I see the most of from the tree care companies and I help them write this plan.

*Member Bruni asked if the communications are attached to the permits. City Arborist Stultz stated yes it does stay with the permit process in the system and kept as a record.

*Member Borden stated from personal experience that tree companies are not applying for permits. They are telling individuals in the city that this tree does not measure heritage size and they are proceeding on with the removal so at this point how would we communicate with you if we feel like a tree is being removed improperly. City Arborist Stultz stated tree care companies should be measuring if I get a question from someone I try to respond as quickly as possible and I will go out and measure. Additionally City Arborist Stultz stated he is working with staff to add more trees on the protected list and making changes to the city ordinance.

City Arborist Stultz stated he is available daily 7:30 in morning to 4:30 in afternoon to meet with or speak to city residents my phone is easily

obtainable my email address is kstultz@cityofpensacola.com and I will be open to speak to any city resident or organization within the city about their trees.

*Member Bruni asked he is available to come to a neighborhood association meeting. City Arborist Stultz answered yes he is available.

*Member Del Gallo commented on landscaping firms who blow yard debris into the streets and into the storm systems which is a violation of the city ordinance. Member Del Gallo asked if his department could notify landscaping firms that that practice is against the city ordinance. City Arborist Stultz stated yes he could make a concerted effort to stop and speak to someone. Discussion followed.

NEW BUSINESS

CITY COUNCIL AGENDA CONFERENCE (13 JUNE 2022) REVIEW/DISCUSSION

Attachments: [22-6-16 GIS Map All Parks](#)
[22-6-16 PR Board report June 2022](#)

Chairman Hicks went over the outcome of discussion from the Agenda Conference held Monday, June 13th where a presentation was given reporting to the council the three big action words. Engage, Review, and Report. We try to engage with the public through neighborhood association meetings, though talking directly with folks and listening well and reviewing material offered to us by staff so we stay up to date on projects and where things are going where they been and where we want to go. Finally we want to report to council periodically in a way they deem best. Our attention has been drawn to the inadequate condition at one of the pools. Director has taken steps to remedy the situation as who can have access to the pool first. The director can give us a run down of that. This it is an appropriate time to do so. Interim Director Stills stated he reviewed the MOU agreement with the YMCA and would suggest an amendment in reference to the numbers of camp members who can attend during each time frame to allow for more availability for the public. Interim Director Still will go to Roger Scott pool to do a head count and observe. He has received the pool schedule for the week with the number of participates coming to the pool and open slots available for each time frame. After he observes today staff will make adjustments going forward. Chairman Hicks asked how many can be in the pool at one time. Interim Director Stills replied at Roger Scott the capacity is 115 total facility 80 participates in big pool and 35 in the smaller pool. And off to the side is a smaller pool that is being worked on at this time a new pump was installed electricity is connected working on getting the ph level correct. Chairman Hicks asked do we have groups from Roger Scott and Gull Point coming in daily or every other day and do

they have claim on the space. Interim Director Stills replied they come every other day. Interim Director Stills read from the schedule the groups who will coming in today: 9:15 to 9:45 the YMCA camp has 40 participates; 9:30 to 11:30 Gull Point has 35 participates; 10:00 to 10:30 YMCA camp has 40 participates; 10:45 to 11:15 another group from the YMCA and then another group from Roger Scott coming in at 12:00; the last morning group is another 30 minute YMCA camp group with 40 participates. If all 40 participates are in the big pool that leaves 40 slots available for open swim participates.

*Member Borden commented she bought two family passes last year and had the same issue of not being able to get in to swim. Member Borden asked about the family passes that the city is selling do we know how many family passes has been sold. Interim Director Stills stated he did not have that information and was hoping to gather that information in the meeting with YMCA. Member Borden asked if we are using Hunter Pool to shift swimmers from the camps to share pool space. Interim Director Stills commented he knew of a group that did leave and went to the other pool. He added that the city is working on making adjustments to make it all run smoother.

*Member Bruni commented that neighbor associations have come to him also commenting that they are experiencing the same problem having a family pass and not being able to get in the pool to swim.

*Member Bruni added that from neighbor association meetings he has had suggestions of adding a disc golf trail connecting multiple parks e.g. Scenic Heights Park, Belvedere Park and other within nearby.

Chairman Hicks showed the GIS map page 2 of the report given to city council on the overhead and also given out at board meeting. He added that once the board has added two new members they will reassign the parks. Member Harrison asked if new members have been picked. Chairman Hicks stated one will be decided tonight at the council meeting. Member Bruni asked if the map was on the city's website. Chairman Hicks stated he shared with everyone but it is not on the website but it has been suggested. Member Borden commented since the districts had been redrawn this map is very helpful. Chairman Hicks stated to board that according to National Recreation and Parks Association it is suggested that a city have 9.9 acres per 1000 residents so with a city of 54,000 residents we should have 540 acres of parks and we currently have 595 acres of parks. We are in a great position. Chairman Hicks continue with the report page 4 shows what the parks board has done and where we're going. Our interest is seeing a general assessment of what we need to do with all of resources, activities, etc. by developing a master plan and

happily the University of West Florida has offered to partnership again as they did a few years ago and help us develop a needs assessment to engage the public with our help. Dr. Song will lead that effort and encourage sport management to come forward he is in Administration and Law at the university. The needs assessment will be a big step forward. We are grateful and welcome the partnership and looking forward to working with them enthusiastically.

*Member Borden asked if this was the first report that was brought before city council. Chairman Hicks stated that yes it was since the board redefined the board duties that was approved last September and asked the council if this is what they are wanting to see and what other things they would want us to bring to them. Member Borden stated she thought it was very well done and thank him for his involvement bringing to councils attention.

*Member Bruni suggested the city install signs that states the distance to the neighboring park to encourage people to exercise.

PARK AMENITY DEDICATION REQUEST - BALL CREW BUILDING - HERMAN JONES

Attachments: [Park Dedication Herman Jones - Ball Crew Building](#)

Tyree Jones addressed the board in support of his request to have the ball crew maintenance building located at Roger Scott dedicated to his father Herman Jones who was employed with city for 30 years in the Parks and Recreation Department on the ballfield crew. Tyree Jones stated his father did a lot and was a major asset to the Parks and Recreation Department. He remembers his father preparing and lining the fields for ball games. Ball Crew Operations Supervisor, Michael Singer addressed the board and spoke of Herman Jones who played a big part in his career and also in his life. Herman Jones was a mentor to me. He was one of the first staff members when the city started the ball crew. He had a major part in building the Roger Scott facilities. The everyday working person gets left out being remembered he had boots on the ground it would be a great opportunity to honor him and have the building named after him for a great person.

Chairperson Hicks asked what exactly he is wanting to do to honor his father. Ball Crew Operations Supervisor, Michael Singer stated that a sign is on the building now but would like to add his name to say Herman Jones Maintenance Building. Chairperson Hicks commented to Tyree to get an estimate of cost and asked if he would undertake the expense so then staff would put it in place, if council approved the request. Tyree stated yes most definitely.

*Member Borden thanked Tyree Jones for the story her children play there and she remembers his father being there also. Great Memories. The dedication of a 30 year employee making that a great place for kids it all would not be here without the hard work from all you guys.

A motion was made by Borden, seconded by Harrison, that this request be Approved. The motion carried by the following vote:

Yes: 5 - Chairperson Hicks, Bruni, Del Gallo, Harrison, and Borden

Absent: 2 - Escobar-Ryan, and Wolf

OLD BUSINESS

OPEN FORUM

ADJOURNMENT

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 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 #: 2022-076

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

RESOLUTION NO. 2022-076 - CREATING THE USE OF NATIVE TREE, TREE POLICY

RECOMMENDATION:

That City Council adopt Resolution No. 2022-076:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA; CREATING THE USE OF NATIVE TREE,
TREE POLICY; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Resolution No. 2022-076 creates a Council Policy ensuring that trees placed or replaced on public spaces under city control be of native tree species unless approved by the City Council and that such determination be made no later than 30% of design when related to a capital project.

PRIOR ACTION:

April 11, 2022 - CRA Board passed a similar piece of legislation pertaining to CRA projects.

FUNDING:

N/A

FINANCIAL IMPACT:

The cost of using native species for tree replacement.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 2022-076 - Use of Native Tree, Tree Policy
- 2) City Council Policy 1.7 - Use of Native Tree, Tree Policy

PRESENTATION: No

RESOLUTION
NO. 2022-076

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA; CREATING THE USE OF NATIVE
TREE, TREE POLICY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to establish a use of native tree, tree policy guidance when placing or replacing trees on public spaces under city control; and

WHEREAS, the City Council determines that it is in the best interest of the City, in the development of a viable and sustainable tree canopy, when trees are either placed or replaced on public spaces under city control, that only native tree species be used unless approved by City Council; and

WHEREAS, the City Council determines that any decision requested of City Council regarding the placement or replacement of trees as it relates to capital projects, be made no later than the point of 30% design phase completion; and

WHEREAS, Policy 1.7, "Use of Native Tree, Tree Policy", has been prepared and a copy thereof is attached hereto and is incorporated by reference;

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

SECTION 1. The City Council of the City of Pensacola hereby adopts the City Council Use of Native Tree, Tree Policy as Policy 1.7, attached hereto.

SECTION 2. This resolution shall become effective on the fifth business day after adoption unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____

President of City Council

Attest:

City Clerk

CITY OF PENSACOLA
CITY COUNCIL
USE OF NATIVE TREE, TREE POLICY

PURPOSE:

The Pensacola City Council recognizes the need and advantages of establishing a viable and sustainable tree canopy throughout the city. To that end, it is determined the most appropriate way to achieve this goal is through the use of native trees upon the need for the placement or replacement of trees.

APPLICATION

It shall be the policy of the City Council that upon the placement or replacement of trees on public property, which is controlled by the City, that native trees be used unless an alternative is approved, in advance, by City Council. In determining the appropriateness of a native tree, the UF IFAS Florida Friendly Plant List shall be consulted.

CAPITAL PROJECTS

Regarding the placement or replacement of trees related to Capital Projects, the above application shall apply. In the event that a request is made to City Council for the use of an alternative species, such a request shall be relayed to the City Council and the City Council shall make a determination prior to 30% of the design phase being completed.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00687

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

ENVIRONMENTAL PROTECTION AGENCY - FY22 BROWNFIELD ASSESSMENT GRANT - CITY OF PENSACOLA FY2022 BROWNFIELD COMMUNITY-WIDE ASSESSMENT

RECOMMENDATION:

That City Council approve and authorize the Mayor to accept the Environmental Protection Agency - FY2022 Brownfield Assessment Grant in the amount of \$376,000.00 for the Brownfield Community-Wide Assessment. Further, that City Council authorize the Mayor to take all actions necessary to execute the grant. Finally, that City Council adopt a supplemental budget resolution to appropriate the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola was successful in securing grant funding through the Environmental Protection Agency (EPA). These funds were awarded based on performing Community-Wide Brownfield Assessments in the City of Pensacola that identifies priority areas and properties to be assessed. Furthermore, to conduct fourteen (14) Phase I assessments and six (6) Phase II assessments. These assessments will determine if the properties being assessed need to have further assessments done or clean-up activities need to be conducted. The award of \$376,000.00 comes from the EPA FY22 Brownfield Assessment Grant.

PRIOR ACTION:

N/A

FUNDING:

Budget: \$376,000.00 EPA Brownfield Assessment Grant

Actual: \$376,000.00 Phase I/II Assessments and Administrative

FINANCIAL IMPACT:

The EPA Brownfield Assessment Grant for Community-Wide Brownfield Assessment will provide \$376,000.00. Adoption of the supplemental budget resolution by City Council will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/5/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Tootle, PE Director of Public Works & Facilities

Brad Hinote, PE City Engineer

Mark Jackson, Sustainability Coordinator

ATTACHMENTS:

- 1) Approved Grant Application EPA FY22 Brownfield
- 2) Supplemental Budget Resolution No. 2022-067
- 3) Supplemental Budget Explanation No. 2022-067

PRESENTATION: No

IV.D. Narrative Information Sheet

R04-22-A-068

1. Applicant Identification: City of Pensacola, Florida
222 West Main Street
Pensacola, FL 32502
2. Funding Requested:
 - a. Assessment Grant Type: Community-wide
 - b. Federal Funds Requested:
 - i. \$376,000
 - ii. NOT Applicable to Community-Wide Assessment Grant
3. Location:
 - a. City: Pensacola
 - b. County: Escambia County
 - c. State: Florida
4. Target Area and Priority Site/Property Information:
 - a. Target Area: The **Westside** target area (73.1% minority, 38.6% below poverty) was selected as the focus of our brownfields program due to its number of brownfield sites, its environmental justice problems, and its cultural and historical significance for the African-American community. It is bordered by Palafox Street on the east, Bayou Chico to the west, US Highway 90 to the north and Pensacola Bay to the south. The Westside target area includes Census Tracts (CT) 1 and 4.
 - b. Census Tract Numbers: Census Tracts (CT) 1 and 4
 - c. Priority Sites:
 - Priority Site #1: Former Grotto Hall, 1000 S. K Street, Pensacola, FL 32502
 - Priority Site #2: Former Escambia County School Board Property, 215 W. Garden Street, Pensacola, FL 32502
 - Priority Site #3: 510, 514, and 518 N. DeVilliers Street, three parcels side by side
5. Contacts:
 - a. Project Director:
Mark Jackson, Sustainability Coordinator
850.435.1624
majackson@cityofpensacola.com
222 West Main Street
Pensacola, FL 32502

222 West Main Street Pensacola, Florida 32502

Ph: 850.435.1645 | Fax: 850.595.1461 | TTY/D: 850.436.1666

www.cityofpensacola.com

b. Chief Executive/Highest Ranking Elected Official:

Mayor Grover C. Robinson
 850.435.1626
mayorrobinson@cityofpensacola.com
 222 West Main Street
 Pensacola, FL 32502

6. Population:

Pensacola, Florida - 52,642 (Data source: US Census Bureau, American Community Survey. 2015-2019)

7. Other Factors:

Other Factors

Other Factors		Page #
Community population is 10,000 or less.		
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.		
The priority brownfield site(s) are impacted by mine-scarred land.		
The priority site(s) is adjacent to a body of water (i.e., the border of the priority site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).		
The priority site(s) is in a federally designated flood plain.	X	P. 1
The reuse of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy.		
The reuse of the priority site(s) will incorporate energy efficiency measures.		
30% or more of the overall project budget will be spent on eligible reuse/area-wide planning activities, as described in <u>Section I.A.</u> , for priority site(s) within the target area.		
The target area(s) is located within a community in which a coal-fired power plant has recently closed (2011 or later) or is closing.		

8. Letter from the State or Tribal Environmental Authority: See attached letter from FDEP

9. Releasing Copies of Applications: Not Applicable

222 West Main Street Pensacola, Florida 32502

Ph: 850.435.1645 | Fax: 850.595.1461 | TTY/D: 850.436.1666

www.cityofpensacola.com



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

October 27, 2021

Cindy Nolan
Brownfields Program
U.S. Environmental Protection Agency
61 Forsyth Street, S.W. 10th Floor
Atlanta, GA 30303-8960
nolan.cindyj@epa.gov

Dear Ms. Nolan:

The Florida Department of Environmental Protection (Department) acknowledges and supports the City of Pensacola's Brownfields grant application for a Community-Wide Hazardous Substance and Petroleum or Petroleum Products Assessment Grant. The Department understands that this application has been prepared in accordance with the U.S. Environmental Protection Agency's (EPA) guidance document EPA-OLEM-OBLR-21-04, titled "Guidelines for Brownfields Assessment Grants." This letter of acknowledgement addresses the requirement for a "Letter from the State or Tribal Environmental Authority," described in SECTION IV.D.8. EPA Brownfields grant funding will strengthen the City's cleanup and redevelopment efforts. This federal grant effort also supports Florida's Brownfields Redevelopment Act and the Department's role in administration of site rehabilitation of contaminated sites.

The Department encourages EPA grant recipients to use the incentives and resources available through Florida's Brownfields Redevelopment Program with EPA grant funding to enhance the success of their Brownfields project. The Department recommends that the City consider including Brownfields sites or areas that could potentially receive federal funding in a state-designated Brownfield area. The City is also encouraged to contact Sally Cooley, P.G., the Northwest District Brownfields Coordinator, at (850) 595-0558 to learn more about the Florida Brownfields Redevelopment Program.

Sincerely,

A handwritten signature in blue ink that reads "Kelly Crain".

Kelly Crain, Environmental Manager
Brownfields and CERCLA Site Screening Section

KC/jc

cc:

Mark Jackson, City of Pensacola – majackson@cityofpensacola.com

Sally Cooley, P.G., DEP Northwest District – sally.cooley@floridadep.gov

1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION (40 points)

1.a. Target Area and Brownfields

1.a.i. Background and Description of Target Area:

Located on the western edge of Northwest Florida, the City of Pensacola, Florida, (population 51,923) is the largest city in the panhandle, encompassing 22.7 square miles (sq. mi.) of land and 17 sq. mi. of estuaries, lakes, and rivers.¹ It is the seat of Escambia County. The “world-famous” Pensacola Beach (within City limits) is a barrier island connected to the mainland by a system of bridges. It is a paradise with white sugary sand beaches and clear emerald waters. With our beautiful coastline, it is no surprise that tourism is one of our largest industries. Historically, Pensacola’s economy was built on trade, lumbering, and military support. It was America’s first settlement (established in 1559), and the deep waters in the Pensacola Bay gave rise to successful port operations, which made Pensacola one of the earliest industrialized areas. Deep Bay waters and prolific lumber supply led to the establishment of the Pensacola Navy Yard to the west of Pensacola in the 1820s. The Yard was destroyed during the Civil War, but with the birth of aviation in the 1910s, the Navy established its first aeronautical training station at the site and Naval Air Station (NAS) Pensacola was born. Trade and lumbering began to decline in the 1920s due to the Depression and the draw of nearby ports in Mobile, AL and New Orleans, which had better inland transportation routes. As a result, Pensacola’s business leaders increasingly turned to NAS operations for economic growth, which by 1930 accounted for one-fourth of the salaries in the City.² The NAS grew rapidly during WWII and so did Pensacola’s economy, which tripled in size.² Housing and service related business in Pensacola exploded, especially in the Westside of the City closest to the bases. Economic prosperity in the Westside continued through the Vietnam War, and the Navy opened two additional bases to the west of the City. However, from the 1970s through the 1990s operations at the bases changed significantly, moving from supply, aircraft support and maintenance, to training sailors just entering their service. These service members were young, did not yet have families, were assigned to the base for a few months of training, and did not have many needs off the base. As a result, the Westside began to experience a decline in its military support related economy. Housing needs were slashed. Businesses were forced to close, which further impacted the area’s economy and began the proliferation of our brownfields problems. Today, the Westside is where most of the City’s brownfields are located.

The brownfields problem in the Westside is compounded by racial and economic marginalization. Conditions were born out of Pensacola’s early culture, which was largely influenced by castes and the Jim Crow system – similar to many southern cities. The result was geographically linked societal, racial, and economic borders throughout the City. The North Hill was where high society lived. East Hill was the working class. West Hill was where the City’s Black population lived, and today it is the heart of the Westside. It is still segregated by race and income, **with the majority of the Black and lower income census tracts concentrated in the Westside.**

The Westside target area (73.1% minority, 38.6% below poverty)¹ was selected as the focus of our brownfields program due to its number of brownfield sites, its environmental justice problems, and its cultural and historical significance for the African-American community. It is bordered by Palafox Street on the east, Bayou Chico to the west, US Highway 90 to the north and Pensacola Bay to the south. The Westside target area includes Census Tracts (CT) 1 and 4. This area of Pensacola was designated as a Community Redevelopment Area (CRA) in 2007 due to the economic and health challenges faced by the neighborhood, which were identified by a feasibility study. This study provided a factual basis for the this CRA designation, proving that the Westside target area meets the statutory metrics for blight, and further supporting that rehabilitation and redevelopment are needed to improve public health, safety and the welfare of the residents. The extensive issues in the target area include: substantial number of deteriorated structures, residential and commercial vacancy rates higher in the area than surrounding areas of the municipality, higher incidences of crime than surrounding neighborhoods, and governmentally-owned land with adverse environmental conditions. The prevalence of brownfields and pollution/environmental impacts in the Westside Community is undeniable. In fact, the Westside is home to “Mount Dioxin”, which is a toxic waste site where the Escambia Wood Treating Company dumped creosote and pentachlorophenol products from 1942 to 1982. Mount Dioxin resulted in numerous negative health impacts for Westside community members ranging from the less severe symptoms of itching, burning, and headaches to cancer and death. With prevalent environmental health hazards, abandoned and dilapidated buildings, and overgrown lots, the aesthetic character of the Westside target area has deteriorated significantly over the years. As a result, property values have plummeted and poverty rates within the community have dramatically increased. Since 2000, the Westside’s population has decreased at a rate that is twice that of the City as a whole.³ Although the population of Pensacola has started increasing, the population of the Westside target area is still decreasing.

Another important part of our culture is our community’s resiliency. Economic and natural disasters have

¹ 2019 American Community Survey 5-Year Estimates Data Profiles, US

² The Florida Historical Quarterly, Vol. 59, No. 1 (Jul., 1980), p 33.

³ Reaffirmation of Blight Report, Westside Community Redevelopment Area

consistently plagued Pensacola over the last two decades. Tough times began when Hurricane Ivan hit Pensacola in 2004. It caused billions in damage, destroyed area bridges and infrastructure, leveled neighborhoods, closed businesses, and took years of recovery. It was followed by the housing market decline in 2008, and in 2010, the Deep-Water Horizon/BP spilled 4.9 million barrels of oil into the Gulf of Mexico, which washed up on our shores. Former White House Advisor Carol Browner called the spill *"the worst environmental disaster the U.S. has ever faced."* The spill especially hurt the City's tourism industry, and recovery of the oil spill is still ongoing. Then in 2015, Pensacola experienced a 500-year flood event, which produced 24 inches of rainfall in 24 hours. It resulted in city-wide flooding, and another major recovery effort that cost the City and Escambia County more than \$56 million.⁴ In the Westside, residential and commercial damage accounted for 17% of all city-wide damage.⁵ Covid-19 in 2020 has been unprecedented in its impact to our citizens, small business, and City budget. Tourism industries have again been hardest hit - with more than half closing their doors permanently this year, further impacting our city's main industry.⁶ Then, in September 2020, Pensacola was impacted by Hurricane Sally. It resulted in 30 inches of rain and six-foot storm surge. Over \$326 million has already been allotted as a result of the federal disaster declaration. A portion of the target area is in a designated flood zone (FEMA designated special flood hazard area - Narrative Information Sheet - Other Factors) was inundated with over three feet of storm surge that flooded homes and businesses, resulting in catastrophic losses.⁷ Additionally, the storm resulted in damage to the bridge connecting the mainland to the barrier islands, forcing it to close, and cutting off tourism access between the City and its beaches. Repair and reopening took 6 months, and further devastated businesses recovering from Covid-19 economic impacts with some estimate of economic loss as high as 90%⁸. There have been no official estimates of the bridge closure's economic impact, but it could reasonably be in the millions of dollars. With each problem, Pensacola's tourism, businesses, property values, tax revenues, resources and/or infrastructure have taken costly hits. The local population is resilient, but many have struggled for a long time.

1.a.ii. Description of the Priority Brownfield Site(s):

The inventory of brownfields sites in the Westside was initially completed for the 2013 brownfield assessment grant and has been continuously updated with properties recommended at regular community outreach meetings, including the most recent meeting held in October, 2021. Over half of the 48 potential brownfield sites identified in the initial inventory (comprised of former gas stations, dry cleaners, automotive repair shops, automobile dealerships, machine shops, tire stores, printing shops, and dozens of vacant buildings with unknown historical usage) were assessed through the previous brownfields grant, and over a dozen new sites were added as a result of the most recent outreach meeting. Although the previous brownfield funding is making a positive difference with many of the sites having been developed into housing, medical centers, and productive reuse, additional funding is needed to continue to tackle the properties on the inventory list, and help to achieve the City's affordable home housing goal. The affordable housing goal can directly impact the Westside since the majority of the sites on the brownfield inventory are in the Westside and could be used for new housing. Pensacola plans to focus this assessment funding first on the following priority sites in the Westside Community:

- **Site 1: Former Grotto Hall (1000 S. K St.)** - This property encompasses approximately 1.75 acres at the southeast corner of K and Sonia Streets in the historic DeVilliers area of the Westside, with Pensacola Bay and Sanders Beach located only 500 feet away. A large (13,983 sq. foot one story) historic building that was the former community theater for the Westside is located on the site. Due to the age of the building, asbestos and lead-based paint are contaminants of concern (COCs), and unknowns about the prior uses of the property may result in further identified COCs. Lower income houses surround the property on two sides, and along the other two sides are public spaces, a greenway called Sanders Beach Bark and a community center. This property is a priority to the community due to its historical significance to the area and potential for its reuse to offer real value to the community while offering a location for the community to use for recreation and social activities.

- **Site 2: Former Escambia County School Board Property (215 W. Garden St.)** - This 1-acre corner lot site was once the location of the Escambia County School Board offices, and is located at the southwest corner of Spring and Garden Street: a major thoroughfare in downtown Pensacola. This site once operated several underground storage tanks (USTs) due to its early history as a former service station. No structures remain, and the property is prime for redevelopment. However, questions concerning potential petroleum contamination and remaining USTs still exist and have served as hindrances to redevelopment. Citizens use the open property as a short cut to cross to Garden

⁴ <https://www.pnj.com/story/news/2019/04/26/april-2014-floods-pensacola-escambia-santa-rosa-stormwater-five-years-later/3518868002/>

⁵ Reaffirmation of Blight Report, Westside Community Redevelopment Area, June 2014

⁶ https://uwf.edu/media/university-of-west-florida/centers/haas-center/documents/COVID-Impact-Survey_October.pdf

⁷ <https://pensacola.maps.arcgis.com/apps/opsdashboard/index.html#/6ec6b112e84f47a794ca9a5a8368e3b1>

⁸ <https://weartv.com/news/local/local-businesses-file-5-lawsuits-against-skanska-regarding-three-mile-bridge-damage>

Street while walking downtown. Also, the Escambia County School District offices sit behind this property. COCs include benzene, toluene, ethylbenzene, and xylenes (BTEX), naphthalene, total petroleum hydrocarbon – gasoline-range organics (TPH-GRO), and total petroleum hydrocarbon – diesel-range organics (TPH-DRO). This location is one of the few vacant corners adjacent to the Palafox Street entertainment district downtown, so would provide huge economic benefits to the City if redeveloped.

- **Site 3: N. DeVilliers/W. LaRua Street Parcels (510, 514, and 518 N. DeVilliers Street)** - Two of the three parcels are vacant and the third parcel currently houses the Sickie Cell Foundation of Escarosa and its (1000 sq. foot one story) structure. The parcels are located next to residential properties and are ideal locations for adding a multi-family affordable housing structure to help meet the City's goal of adding 500 affordable homes to the City's housing inventory. The lots are approximately 1/2-acre in size each, and the lots are zoned for multi-family housing; however, questions remain of potential contamination issues due to legacy industrial uses in the immediate area, including a furniture making company (wood processing), grocery stores, and hardware stores. COCs include volatile organic compounds and formaldehyde containing paints and lacquers. These parcels are located in the heart of the historic DeVilliers neighborhood in the Westside and development of these parcels would further reinvigorate and energize the target area.

1.b. Revitalization of the Target Area

1.b.i. Reuse Strategy and Alignment with Revitalization Plans:

The reuse strategy for the Priority Sites is guided by the Westside Community Redevelopment Area Plan (Westside Plan), the 2020 Affordable Housing Task Force Report, and community priorities. The Westside Plan was developed with heavy involvement from the Westside target area community, including stakeholder focus group meetings, staff meetings, public workshops, neighborhood surveys, and Brownfields Advisory Committee (BAC) meetings. The overall vision of the Westside plan is to perform environmental assessments and cleanup/redevelopment planning on priority sites as catalysts to reverse urban blight, decline, and general disinvestment experienced in the Westside neighborhood. Goals in the Westside Plan include improving economic development; increasing public recreational spaces; and attracting talented, creative citizens and patrons in order to support a successful business environment. The 2020 Affordable Housing Task Force Report (Affordable Housing Report) calls for the creation of **500 affordable homes on vacant properties in 5 Years**, with the Westside target area being a focus area for this housing goal.⁹ Community priorities include more after-school tutoring programs, job-training programs, additional parks/greenspace, and rehabbing existing homes to offer affordable housing options for current residents of the community. The community also plans to attract neighborhood retail services (boutiques, small shops, cafes, offices, service shops) as opposed to “big box” retailers. Furthermore, the community prioritizes preserving its unique historical significance.

- **Site 1: Former Grotto Hall** - The City plans to purchase the property and combine it with the adjacent Sanders Park property to use as a community center, park, and small boat ramp. This reuse plan aligns with Westside Plan goals of offering more greenspace and public recreational space, and with community priorities to have more parks/greenspace. Reuse plans also align with future Land Use plans. Lastly, this site is a historic property in the Belmont-DeVilliers neighborhood. Reusing it would help to preserve the community's historical significance, in alignment with community priorities.

- **Site 2: Former Escambia County School Board Property** - This property is a prime location for mixed-use housing and commercial redevelopment, offering retail on the first floors and housing in the floors above. Projected reuse aligns with Westside Plan goals of increasing economic development and attracting talented, creative citizens that would be interested in opening commercial businesses and/or living on the property. It also meets community priorities to attract neighborhood retail services and affordable housing. Furthermore, reuse plans align with commercial/mixed Land Use plans.

- **Site 3: N. DeVilliers/W. LaRua Street Parcels** – These connected parcels are vacant half-acre lots that also currently houses the Sickie Cell Foundation of Escarosa. Plans are in place to relocate the Sickie Cell Foundation to give the opportunity for multi-family, affordable housing structures to be added to the site. Reuse plans align with the Affordable Housing Report goal to create affordable homes on vacant properties. They also align with community priorities for affordable housing. Reuse plans align with future Land Use plans.

⁹ Pensacola Affordable Housing Task Force Final Report, 2020. <https://www.cityofpensacola.com/DocumentCenter/View/19954/Affordable-HousingTask-Force-Final-Report-and-Presentation>

1.b.ii. Outcomes and Benefits of Reuse Strategy:

The three Priority Sites in the Brownfields Program are located in urban areas. All of these Priority Sites will stimulate economic development in the target area upon completion of the redevelopment plans in various ways and directly benefit this marginalized community. The economic benefits of the revitalization plans at the Priority Sites include: creating up to 7 new commercial spaces to bring new businesses to the area; creating 25 new jobs to high poverty area; adding 12 affordable multifamily housing units; adding 10 affordable mixed-use housing units; improving the tax base by creating new sales tax generators; increasing the property taxes generated at the sites; and increasing property values in the area. The noneconomic benefits of the revitalization plans include: making 4.5 acres available for reuse; creating 1.75 acres of recreational/greenspace; reducing the threat of environmental hazards; and improving health outcomes in an environmental justice community. The City will provide guidance to developers on the use of renewable energies, and energy efficient building practices and technologies at all of the Priority Sites and other projects within the target area.

1.c. Strategy for Leveraging Resources**1.c.i. Resources Needed for Site Reuse:**

Pensacola is eligible for monetary funding from a variety of other resources that can be used for environmental site assessment, remediation, and reuse. Some of them are included in the table below.

Resource Opportunity	Uses	Location
BP Oil Settlement	\$80,000 for the redevelopment of the Grotto Hall Priority Site into a community center, park, and boat launch	Grotto Hall Priority Site
HUD Community Development Block Grants	Funding for community development projects	All Priority Sites
HUD Community Development Block Grant 108 Loan	Low-cost, flexible financing for economic development, housing rehabilitation, public facilities, and other infrastructure projects, including those to increase resilience to natural disasters	All Priority Sites
FDEP Voluntary Cleanup Tax Program	Direct tax incentives to offset corporate income tax for eligible sites	All Priority Sites
FDEP Targeted Brownfields Assessment Funding	Funding for assessments, planning, and partial cleanup	All Priority Sites

1.c.ii. Use of Existing Infrastructure:

All of the infrastructure needed for reuse plans is already in place since the entire area was developed more than 50 years ago. Additions and maintenance are being made constantly for expanded water, sewer, Internet, and other infrastructure to service our residents. All properties are connected to the infrastructure grid of utilities and roadways.

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT (40 points)**2.a. Community Need****2.a.i. The Community's Need for Funding:**

Economic Indicators	Westside	Pensacola	Florida	US
Population	4,885	52,642	-	-
Poverty Rate	38.6%	17.4%	14.0%	13.4%
Per Capita Income	\$21,992	\$33,043	\$31,619	\$34,102

Source: 2019 American Community Survey 5-Year Estimates Data Profiles, US Census

Pensacola has an inability to draw on other initial sources of funding to carry out environmental assessment in the Westside target area because of its long struggle with poverty in a low-income community. According to the University of West Florida's (UWF) Haas Center for Business Research and Economic Development, while the Westside target area makes up 9% of the total population for Pensacola, it accounts for 38.6% of the families living below the poverty level citywide.¹⁰ The average Per Capita Income in the Westside target area is the lowest average in the City, well below state and national numbers. Houses in the Westside target area are, on average twenty years older (built in 1950), than other neighborhoods in Pensacola, and are almost half the median value (\$77,170 versus \$146,044), resulting in the production of less tax revenue.¹¹ Since 2003, Westside property values have fallen annually, contradictory to the national pattern, which also negatively impacts property tax revenues. All of these economic indicators explain the City's lack of initial funding sources.

2.a.ii. Threats to Sensitive Populations

¹⁰ 2019 American Community Survey 5-Year Estimates Data Profiles, US Census, <https://data.census.gov/>

¹¹ Data: 2019 American Community Survey 5-Year Estimates Data Profiles, US Census, <https://data.census.gov/>

2.a.ii.(1) Health or Welfare of Sensitive Populations:

Community Need	Westside	Pensacola	Escambia	Florida	US
Minority	73.1%	36.43%	31.9%	24.9%	27.5%
Children (under 18)	26.5%	24.2%	20.9%	20.0%	22.6%
Population over 65	21.9%	17.3%	16.6%	20.1%	15.6%
Population with Disability	25.1%	16.0%	15.4%	13.5%	12.6%
Poverty Rate	38.6%	17.4%	14.0%	14.0%	13.4%
Residents with No High School Diploma	20.8%	7.3%	9.5%	11.8%	12.0%
Substandard Housing	47.9%	33.1%	29.3%	35.4%	31.9%

Source: 2019 American Community Survey 5-Year Estimates Data Profiles, US Census

The Westside target area has a greater sensitive population of minorities, young children, elderly, and disabled people than state and national averages. The minority population is almost triple the national average. Pensacola's Westside has been the focus of the City's previous grant efforts, but significant health and welfare disparities still exist between this area and elsewhere in the city, state, and nation. Poverty is a key indicator of health outcomes. In the Westside target area, 38.69% of the residents are below the poverty level, **well above state and national percentages**. Family income is a key indicator of education success. Education, a basic welfare need, is substandard in the Westside target area, with 1 out of 5 residents having no high school diploma (fewer than state and national numbers). Lastly, quality, affordable housing is another basic welfare need, and the Westside target area struggles with 49% of its housing being substandard. Reuse plans for the School Board Property Priority Site increase the number of jobs in the area and improve property values, which will in turn help to reduce poverty rates (improves health outcomes) and to increase family incomes (improves education). Also, reuse plans for the School Board Property Priority Site and the DeVilliers/LaRua Parcels Priority Site will increase the number of quality, affordable homes available for the sensitive populations in the community.

2.a.ii.(2) Greater Than Normal Incidence of Disease and Adverse Health Conditions:

Health Conditions/Diseases*	Westside	Escambia County	Florida	US
Cancer Incidence Rate (per 100,000) ¹²	486.3	481.9	460.2	448.6
Cancer Deaths (per 100,000) ¹³	179.8	179.8	144.7	152.3
Lung Disease Deaths (per 100,000) ¹⁴	57.9	57.9	37.4	40.2
Leukemia Rate (per 100,000) ¹²	-	14.1%	12.8%	10.7%

*Leukemia data for the Westside target area was not available, so county level data was used to most closely characterize the population.

The cancer incidence rate, cancer death rate, lung disease death rate, and leukemia rate are all higher in the Westside target area than the state and national rates. This Brownfields Project will help to improve these rates of disease and

adverse health conditions by identifying and reducing environmental hazards in our target area. Removing suspected contaminants at the Grotto Hall Priority Site would help reduce exposures to asbestos and lead based paint which are linked to lung disease. Removing suspected soil and groundwater contaminants at the School Board Property Priority Site would help to reduce exposures to petroleum and benzene, which are linked to cancer and leukemia. Removing suspected contaminants at the DeVilliers/LaRua Parcels Priority Site would help to reduce exposures to VOCs and formaldehyde, which are linked to cancer and lung disease. As described, grant funding will help address potential environmental contaminants that are having a direct impact on the lives on our most vulnerable residents.

2.a.ii.(3) Promoting Environmental Justice:

The majority of the Westside community is directly impacted by environmental justice issues since the area has a substantial population of People of Color and low-income residents, according to EPA's EJScreen. The EJScreen also indicates that for those residents living within a half-mile radius of the target area, they have a much higher concentrations of ozone matter (99th percentile in Florida), 99th percentile in the state, region, and U.S. for lead-based paint, 99th percentile in the state, region, and U.S. for superfund proximity, and RMP proximity (85th percentile for Florida and 90% for the region). Air pollution impacts the rates of several chronic diseases that have a high prevalence in Escambia County, including asthma and cardiovascular disease, and EJScreen indicators prove an even greater impact of those sensitive populations residing in the Westside. By addressing the contaminated sites, we can reduce the impacts these environmental contaminants are having on our sensitive and most vulnerable populations. Redevelopment of most of the properties would certainly improve the quality of life for these disproportionately impacted people living in the target area.

¹² State Cancer Profiles. 2014-2018. <https://statecancerprofiles.cancer.gov/>¹³ Centers for Disease Control and Prevention, National Vital Statistics System. Accessed via CDC WONDER. 2015-2019.¹⁴ Centers for Disease Control and Prevention, National Vital Statistics System. Accessed via CDC WONDER. 2015-2019.

As mentioned previously, the Westside Community is home to “Mount Dioxin”, which is a toxic dump site where a former wood treating operation disposed of creosote and pentachlorophenol-contaminated products for a span of 40 years. The notorious Mount Dioxin was a literal mountain of contamination that loomed over the Westside community for years, spewing toxins and carcinogens into the community and causing abnormal rates of cancer and other illnesses. While cleanup and litigation surrounding Mount Dioxin is ongoing, it has only been one of many environmental injustices that the surrounding Westside disadvantaged community has battled. Funding by the EPA to address other sites of concern (that are not currently involved in litigation) like the three priority sites would provide some relief to the Westside community, who have been subject to environmental injustices for decades. Assessing and addressing contamination (known and potential) associated with priority sites will promote Environmental Justice in the Westside Target Area and will support the surrounding People of Color, who have historically and disproportionately borne the brunt of negative environmental consequences.”

2.b. Community Engagement

2.b.i. Project Involvement & 2.b.ii Project Roles:

The following table contains organizations who have pledged their commitment to this project:

Project Partner	Point of Contact Details	Specific Role in Project
Westside Development Board	Victoria D'Angelo, 850.530.0346 vdangelo@cityofpensacola.com	Distribute project informational details, provide meeting updates, site selection, BAC
Keep Pensacola Beautiful	Lauren Doubek, 850.438.1178 Volunteer@KeepPensacolaBeautiful.org	BAC, advertise and support community outreach, provide expertise with site selection
Florida's Great Northwest (FGNW)	Kim Wilmes, 850.729.6847 kwilmes@fgnw.org	BAC, selection of potential sites, educate businesses on economic incentives for former brownfield sites
Emerald Coast Regional Council	Austin Mount, 850.332.7976 austin.mount@ecrc.org	Economic incentives, site selection, technical evaluation for cleanup planning
University of West Florida	Angela Sanders, 850.439.5400 asanders1@uwf.edu	Student involvement for site reuse ideas, social media and web support, community outreach
Pensacola Chamber of Commerce	Todd Thomson, 850.438.4081 support@pensacolachamber.com	BAC member, assist and support outreach, educate businesses on economic incentives of brownfields
Tanyard Neighborhood Association (TNA)	Jason Wilkins, 850.475.7884 [REDACTED]	BAC member, community outreach support and advertising, meeting space (via Sanders Beach Community Center), disseminate materials, site selection

2.b.iii. Incorporating Community Input:

The City of Pensacola has a strong track record of obtaining community input and incorporating input into our brownfields program since receiving our first grant in 2013. Pensacola plans on holding public community meetings twice per year. We will hold these meetings at similar venues as we have in the past such as the downtown public library and the Sanders Beach Community Center. These locations are within walking distance for most of the community. Community meetings will be announced through the City's website, social and news media and will be also announced in the local newspaper. Notifications may also be provided through flyers distributed throughout the community. The meetings will be used to solicit input from the community concerning the existing inventory of sites, environmental concerns, redevelopment needs, and overall progress of the City's Brownfields program. Community input will be encouraged through visioning sessions to gain input on what redevelopment is most needed in the community. Adjacent property owners/occupants to priority Brownfield sites will be personally invited to community meetings. The City will provide translation services if it is determined to be needed. Input from the community has already resulted in successful inventory development, and site prioritization. The City also already has a BAC in place since our first Community-wide Assessment grant was awarded in 2013. BAC members who will meet quarterly to prioritize/suggest sites, review progress reports, and discuss redevelopment strategies.

The pandemic has changed the way we conduct meetings, and for the foreseeable future, we will continue to offer meetings both in person and in a remote setting utilizing a variety of methods to ensure all citizens can participate safely. We currently offer online video conferencing via Zoom, Microsoft Teams, and offer live stream and phone participation in the event someone is unable to go online or attend in person. Also, to ensure we have active participation from our community, a process is in place that allows anyone to request in advance to speak at a meeting who does not have online capability the option to speak during any public meeting. A city staff member will call the community member at a designated time and date and a phone will be set up with a microphone so that the citizen can communicate directly in the meeting and the meeting attendees can communicate back and forth with the

person. This allows anyone to participate in all public meetings even if someone does not have the capability to log into a video stream or Zoom meeting. Anyone can request to speak by calling the city directly or visiting: <https://www.cityofpensacola.com/FormCenter/City-Clerk-3/CRA-Open-Forum-Public-Input-140>.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS (45 points)

3.a. Description of Tasks/Activities and Outputs:

The City has developed a detailed budget, solid plan, and reasonable schedule to achieve the project goals, with a focus on the Priority Sites. We are requesting \$376,000. Our Sustainability Coordinator along with the Mayor's office will take the lead on managing the grant, using a Multidisciplinary Consulting Team (MCT) comprised of environmental and planning professionals to assist with the technical aspects of the project.

Descriptions of how the project will be implemented (3.a.i), anticipated project schedule (3.a.ii), task leads (Section 3.a.iii) and anticipated outputs (3.a.iv) have been consolidated in the following tables:

Task 1: Grant Management		
3.a.i. Project Implementation: Management tasks to be conducted by the City will include procuring a MCT (writing contracts, issuing Request for Proposals, etc.); attendance at applicable brownfield educational conferences (regional and federal, based on available offerings); scheduling and attending community outreach meetings, and grant reporting (initial work plan, progress reports, and final closeout report). The selected MCT will provide assistance with these tasks as needed. Pensacola will comply with all contractual clauses in the EPA Cooperative Agreement, and applicable statutory and regulatory laws and regulations as set forth by the EPA and the State of Florida.		
ii. Anticipated Project Schedule	iii. Task/Activity Lead	iv. Outputs
Pre-Award (<i>prior to Cooperative Agreement Execution</i>)	City of Pensacola	MCT Procurement (<i>RFQ, presentations, selection</i>); Work Plan submittal)
Quarter 1	City of Pensacola	ACRES Training
Quarter 1	City of Pensacola, MCT	Execution of 1 Cooperative Agreement
Quarterly Throughout Grant Lifecycle	City of Pensacola, MCT	11 Quarterly Reports, ACRES updates after each site activity, Property Profile Forms
By October 30 th ; by December 30 th ; by April 30 th each year	MCT, City of Pensacola	Annual Reporting (<i>DBE & Federal Financial Reports, Projections</i>)
Quarterly	City of Pensacola, MCT	Budgeting and Drawdown Requests
Quarter 1 and 5	City of Pensacola and Mayor's office	2 City personnel at 2 Brownfield Conferences
Quarter 12-13	City of Pensacola, MCT	Final Performance Reporting and Grant Closeout Documents

Task 2: Community Outreach		
3.a.i. Project Implementation: Outreach activities will be led by the City (with assistance from the MCT), and will include preparing a formal Community Involvement Plan (CIP); holding meetings with local residents; meeting with community; soliciting support and providing information through e-mail distribution lists; postcard mailings, and newspaper articles; developing meeting materials that describe the project and associated activities; updating the City's website with brownfields education and progress reports; creating a project brochure or information fact sheet for distribution to the community, and meeting with prospective buyers and developers and property owners of candidate sites.		
ii. Anticipated Project Schedule	iii. Task/Activity Lead	iv. Outputs
Quarter 1	City of Pensacola, MCT, Community Partners	1 Community Involvement Plan
Quarter 1	City of Pensacola, MCT	1,000 postcards mailed
Bi-Annually	City of Pensacola, MCT	6 poster boards (2 per year)
Throughout the grant	City of Pensacola, MCT	50 property owner brochures
Bi-Annually	City of Pensacola, MCT	6 Ads in the <i>Western Star</i>
Bi-Annually	City of Pensacola, MCT, Community Partners	6 Community Meetings (2 per year)
Bi-Annually	City of Pensacola, MCT, Community Partners	6 BAC Meetings (2 per year)
Q1, Quarterly	Pensacola, MCT	1 Document Repository, 12 updates

Task 3: Phase I & Phase II Environmental Site Assessments

3.a.i. Project Implementation: We estimate that Phase I ESAs will be conducted by the environmental professional on the MCT at 10 total properties using the grant funds. Assessments will be conducted on the three priority sites first after ensuring that the sites are still eligible for assessment per EPA criteria. We anticipate a surge in requests for assessment funding at non-priority sites in the Target Area once the initial downtown redevelopments (priority sites) get underway. The City and MCT will work with private property owners to make the Phase I ESA process collaborative and meaningful. Prior to conducting Phase II ESAs at any site, the MCT will create a Generic Quality Assurance Project Plan (QAPP) for EPA approval and site-specific QAPPs for each individual site. Based on the types of properties already identified in the inventory and the prioritized sites, the City estimates Phase IIs will be conducted on 6 properties after receipt of site eligibility approval from the EPA. Three of these will be conducted on the priority sites, and the remaining 3 on non-priority sites. The City and the MCT will work with private property owners to expedite site access. We estimate approximately 72% of grant funds will be utilized on Phase I/II ESAs.

ii. Anticipated Project Schedule	iii. Task/Activity Lead	iv. Outputs
Quarter 2	MCT	1 Generic QAPP
Quarter 2 and 3	MCT	3 Phase Is & SSQAPPs on priority sites
Quarters 3-6	MCT	3 Phase IIs on priority sites
Quarters 4-5	MCT	3 additional Phase Is on non-priority sites
Quarters 5-7	MCT	2 additional SSQAPPs and Phase IIs on non-priority sites
Quarters 7-9	MCT	4 Phase Is & 1 SSQAPPs on non-priority sites
Quarter 9	MCT	1 Phase IIs on non-priority sites

Task 4: Redevelopment Planning

3.a.i. Project Implementation: We estimate that one *Analysis of Brownfield Cleanup Alternatives* (ABCA) report will be needed at priority Site #1. The ABCA will include the preliminary evaluation of the site for potential entry into the FDEP Voluntary Cleanup Program (VCP) with a Corrective Action Plan (CAP) developed for VCP submittal. Since redevelopment is the ultimate goal of our brownfield initiative, we estimate that one *Property Condition Assessment* as part of an *Infrastructure Evaluation* will be needed at Priority Site 1 (Former Grotto Hall), and there is interest in reusing the existing infrastructure, if feasible. Other planning activities are predicted to include a *Land Use Assessment* at Priority Site 2 and a *Resource Roadmap* to aid in the redevelopment planning process. All of these tasks listed above can easily be completed in the 3-year grant period.

ii. Anticipated Project Schedule:	iii. Task/Activity Lead(s):	iv. Outputs
Quarter 2	MCT	1 Infrastructure Evaluation
Quarter 3	MCT	1 ABCA
Quarter 3-5	MCT	1 Resource Roadmap
Quarter 7-8	MCT	1 Land Use Assessment

3.b. Cost Estimates

3.b.i. Development of Cost Estimates:

All cost estimates were created by City with review by ICMA, EPA Region 4's TAB Provider, and considered lessons learned from our previous brownfield grants and future forecasting of the anticipated outcomes/outputs of the goals of the grant application.

Program Management:

Personnel: 450 hours @ \$50/hr. = **\$22,500**, Contractual: 60 hours @ \$150/hr. = **\$9,000**, Travel- \$650 [\$150 lodging x 3 nights, \$50 meals x 4 days] + \$500 (1 flight) + \$200 (registration fee) = \$1,350 x 2 attendees = **\$2,700 x 2 (2 conferences) = \$5,400**,

Outreach: Personnel: 450 hours @ \$50/hr. = **\$22,500**, Contractual: 60 hours @ \$150/hr. = **\$9,000**, Supplies- ~\$1,600

- 1,000 postcards @ \$0.75 each = **\$750**
- Six (6) 40" by 60" poster display boards @ \$50 each ^[1], one per public meeting = **\$300**
- 450 tri-fold brownfield project brochures (50 per community meeting) @ \$0.73 each = ~\$330
- 50 property owner brownfields program brochures @ .86 cents each = **\$43**
- Advertisement in the *Pensacola News Journal* 12 articles @ \$14.75 each = **\$177**

Assessments: (72% of Total Grant Dollars - \$270,000)

- 3 Phase Is @ \$4,500 each = **\$13,500** (All Priority Sites)
- 7 Phase Is @ \$4,500 = **\$31,500** (non-priority)

- 1 GQAPP = \$5,000
- 1 Phase II @ \$35,000 (also includes cost of SSQAPP, GPR) (Priority Site 1)
- 1 Phase II @ \$35,000 (also includes cost of SSQAPP, GPR) (Priority Site 2)
- 1 Phase II @ \$32,000 (also includes cost of SSQAPP, no GPR) (Priority Site 3)
- Asbestos and LBP Inspection Surveys @ \$6,500 (Priority Site 1)
- Asbestos and LBP Inspection Surveys @ \$6,500 (Priority Site 3)
- 3 non-priority Phase IIs @ \$35,000 each = \$105,000 (also includes cost of SSQAPP)

Planning:

- 1 Condition Assessment/Infrastructure Evaluation @ Former Escambia County School Board Property = \$10,000 (priority site 2)
- 1 ABCA @ Former Grotto Hall (Site #1) = \$4,000 (priority site 1)
- 1 Corrective Action Plan @ Former Grotto Hall (Site #1) = \$5,000 (priority site 1)
- 1 Land Use Assessment @ Former Grotto Hall (Site #1) = \$5,000 (priority site 1)
- 1 Resource Roadmap = \$12,000

3.b.ii. Application of Cost Estimates:

Estimated budgets for the above tasks are provided in the following table. [Approximately 72% of the grant funding is estimated to be used for Phase I and II assessments.](#) Justification for each budget item is provided in the table below:

Categories		Grant Management	Community Outreach	Phase I & II ESAs	Redevelopment Planning	Total
Direct Costs	Personnel	\$22,500	\$22,500	-0-	-0-	\$45,000
	Travel	\$5,400	-0-	-0-	-0-	\$5,400
	Supplies	-0-	\$1,600	-0-	-0-	\$1,600
	Contractual	\$9,000	\$9,000	\$270,000	\$36,000	\$324,000
Total Direct Costs		\$36,900	\$33,100	\$270,000	\$36,000	\$376,000
Total Budget		\$36,900	\$33,100	\$270,000	\$36,000	\$376,000

3.c. Measuring Environmental Results:

The City will carefully track all outputs and outcomes required by the EPA. Outputs and outcomes will be listed in the project work plan and reported in the EPA quarterly progress reports submitted and posted in ACRES. The timeline, quarterly reports and ACRES entries will be utilized as tools to track and measure the City's progress towards achieving outputs and eventual outcomes. Outputs were identified above in *Section 3.a iv*. The City will include in the outputted RFQ that the MCT must have extensive experience with ACRES reporting. Outputs and outcomes will be clearly communicated to the MCT and the community so a performance baseline is established from which to measure success. Pensacola and the MCT will set a timeline of expected outputs/outcomes and review them quarterly. If the outputs/outcomes are not on schedule, corrective measures will be taken to ensure the project remains on schedule and all milestones and outcomes are met.

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE (35 points)**4.a. Programmatic Capability****4.a.i. Organizational Capacity, 4.a.ii. Organizational Structure & 4.a.iii. Description of Key Staff:**

The City has recently successfully executed both an EPA Brownfields Assessment grant and Cleanup grant, and will employ similar measures for the management of this new grant. In addition, the City's successful history of grant writing, administration and exceptional record in management of multiple complex housing, neighborhood, and economic redevelopment grants over the past several decades demonstrate our ability to manage this brownfield grant. Pensacola also has recent experience in the bidding and procurement of the type of engineering services required under this grant as well as purchasing policies in place to adequately provide for qualified consultants to perform the work identified.

The City's brownfield team possess the expertise to successfully manage all programmatic and administrative functions of the brownfields grant with the valuable experience we've gained from the previous successful brownfield projects. The grant will be managed by Mark Jackson, Sustainability Coordinator for the City of Pensacola and Project Manager for the City's Brownfield Redevelopment Program, along with, and Rebecca Ferguson, Waterfront Development Coordinator, serving as an alternate role to ensure all aspects of the grant are completed timely and thoroughly.

Mr. Jackson has a Bachelor's Degree in Environmental Management and a Master's of Science in Sustainable

Business, with four years of experience working as a Natural Resource Specialist with the U.S. Army Corps of Engineers. Mr. Jackson has served as the Project Manager for the Shoreline and Hazardous tree programs. He is now the Project Manager for the City of Pensacola's GHG and Energy reduction programs. Mr. Jackson's position requires professional planning and coordinating the day-to-day fiscal, administrative, and operational activities of contracted, grant-funded, and internal programs that build a sustainable future for the City of Pensacola. Mr. Jackson will also be responsible for the day to day administrative and financial activities, ensuring that all tasks and expenditure of funds are completed in a timely manner.

Ms. Rebecca Ferguson previously served in the project manager role for the City's 2018 cleanup grant project and continues to provide valuable insight and experience that will ensure continued success for the City's Brownfield Redevelopment Program. Ms. Ferguson is a graduate of Loyola University and possesses immeasurable experience as a Situation Unit Leader during the BP Oil Spill environmental disaster. She also served as Project Manager for the Mississippi Development Authority. Ms. Ferguson leads mayoral initiatives, assists in the development of strategic economic development priorities, and includes brownfields program management and incorporating sustainable best practices and policies into City programs.

4.a.iv. Acquiring Additional Resources: Pensacola will select and procure a Qualified Environmental Professional (QEP) within the first 30 days of the project to assist with management and technical implementation of the grant. The City will comply with all procurement standards in 2 CFR 200 and 2CFR Part 1500. Disadvantaged and Minority Owned Business Enterprises will have a fair opportunity to compete for all contract work.

4.b. Past Performance and Accomplishments

4.b.i. Currently Has or Previously Received an EPA Brownfields Grant

4.b.i.(1) Accomplishments:

2013 Grant Property Highlights	Development Accomplishments
Bayou Boulevard & Grande Drive	Medical Rehabilitation Center
704 W. Intendencia Street	Four single-family homes
1614 W. Garden Street	Office and retail space
12 th Avenue and Grand Street	Planning for Alzheimer's Medical Clinic
220 N. DeVilliers Street	Multi-family housing
422 W. Gregory Street	Multi-family housing
701 N. A Street	Multi-family housing

The City has previously received an EPA Community-wide Assessment Grant in 2013. The grant was closed out in September, 2016 and was very successful with all of the \$400,000 awarded to the City being expended. From the initial site inventory and additional input from local property

owners, commercial real estate professionals, Chamber of Commerce personnel, and the City, **a total of 29 out of 48 sites were assessed**. Several properties were successfully sold and developed as a result of the brownfields funding (see table above), with outputs and outcomes captured in ACRES prior to this application being submitted. While there is still more work to be done, the previous grant definitely impacted the Westside in a real and tangible way. In 2018, the City of Pensacola received a Cleanup Grant for Community Maritime Park, a prime downtown waterfront site. The resulting removal of 100 tons of contaminated debris and navigation hazards opens the door for redevelopment and re-use of this submerged parcel (planned for 2022) and has energized interest in further landside out parcel development of the CMP and surrounding area by private developers. The City was so successful in the execution of the cleanup grant that it was completed within 18 months. This project was unique as one of the first submerged properties that was awarded EPA brownfields grant funding, and we leveraged multiple other funding sources through the University of West Florida's RLF grant (\$350,000) and the FDEP's Target Brownfield Assessment funding (\$50,000). In September, 2021, the Florida Wildlife Commission awarded the City \$2,500,000 to construct a public marina on this site, which will give access to the waterfront via boat and provide citizens and tourists the opportunity for fishing, kayaking, and water access.

4.b.i.(2) Compliance with Grant Requirements:

Assessment and Cleanup Grants were completed in 2016 and 2019 (1.5 years early) respectively, and completed the Cooperative Agreement in full compliance with the terms and conditions of the contract in addition to the scope and schedule presented in the approved work plan. All required quarterly and annual reports have been submitted on time, and all assessment information has been entered into ACRES (with updates continuously added as sites are developed). All of the funds were expended by the end of the grant periods. All milestones and deadlines were met. The grant management team is committed to continuing this success and stewardship under the next assessment grant upon award.

THRESHOLD CRITERIA - CITY OF PENSACOLA, FLORIDA

1. Applicant Eligibility

The City of Pensacola, Florida, is a "General Purpose Unit of Local Government" as defined under 2 CFR § 200.1. This allows the City of Pensacola to be eligible to apply for an EPA Assessment Grant.

2. Community Involvement

The following table contains organizations who have pledged their commitment to this project:

Project Partner	Point of Contact Details	Specific Role in Project
Westside Development Board	Victoria D'Angelo, 850.530.0346 vdangelo@cityofpensacola.com	Distribute project informational details, provide meeting updates, site selection, BAC
Keep Pensacola Beautiful	Lauren Doubek, 850.438.1178 Volunteer@KeepPensacolaBeautiful.org	BAC, advertise and support community outreach, provide expertise with site selection
Florida's Great Northwest (FGNW)	Kim Wilmes, 850.729.6847 kwilmes@fgnw.org	BAC, selection of potential sites, educate businesses on economic incentives for former brownfield sites
Emerald Coast Regional Council	Austin Mount, 850.332.7976 austin.mount@ecrc.org	Economic incentives, site selection, meeting space, technical evaluation for cleanup planning
University of West Florida	Angela Sanders, 850.439.5400 asanders1@uwf.edu	Student involvement for site reuse ideas, social media and web support, community outreach
Pensacola Chamber of Commerce	Todd Thomson, 850.438.4081 support@pensacolachamber.com	BAC member, assist and support outreach, educate businesses on economic incentives of brownfields
Tanyard Neighborhood Association (TNA)	Jason Wilkins, 850.475.7884 [REDACTED]	BAC member, community outreach support and advertising, disseminate materials, site selection

The City of Pensacola has a strong track record of obtaining community input and incorporating input into our brownfields program since receiving our first grant in 2013. Pensacola plans on holding public community meetings twice per year. We will hold these meetings at similar venues as we have in the past such as the downtown public library and the Sanders Beach Community Center. These locations are within walking distance for most of the community. Community meetings will be announced through the City's website, social and news media and will be also announced in the local newspaper. Notifications may also be provided through flyers distributed throughout the community. The meetings will be used to solicit input from the community concerning the existing inventory of sites, environmental concerns, redevelopment needs, and overall progress of the City's Brownfields program. Community input will be encouraged through visioning sessions to gain input on what redevelopment is most needed in the community. Adjacent property owners/occupants to priority Brownfield sites will be personally invited to community meetings. The City will provide translation services if it is determined to be needed. Input from the community has already resulted in successful inventory development, and site prioritization. The City also already has a BAC in place since our first Community-wide Assessment grant was awarded in 2013. BAC members who will meet quarterly to prioritize/suggest sites, review progress reports, and discuss redevelopment strategies.

The pandemic has changed the way we conduct meetings, and for the foreseeable future, we will continue to offer meetings both in person and in a remote setting utilizing a variety of methods to ensure all citizens can participate safely. We currently offer online video conferencing via Zoom, Microsoft Teams, and offer live stream and phone participation in the event someone is unable to go online or attend in person. Also, to ensure we have active participation from our community, a process is in place that allows anyone to request in advance to speak at a meeting who does not have online capability the option to speak during any public meeting. A city staff member will call the community member at a designated time and date and a phone will be set up with a microphone so that the citizen can communicate directly in the meeting and the meeting attendees can communicate back and forth with the person. This allows anyone to participate in all public meetings even if someone does not have the capability to log into a video stream or Zoom meeting. Anyone can request to speak by calling the city directly or visiting: <https://www.cityofpensacola.com/FormCenter/City-Clerk-3/CRA-Open-Forum-Public-Input-140>.

3. Named Contractors and Subrecipients

Not applicable

4. Expenditure of Existing Grant Funds

The City of Pensacola does not have an active assessment grant. The City of Pensacola's most recent Assessment Grant period ended September 30, 2018.

**RESOLUTION
NO. 2022-067**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	5,744,662
Amended		
To Read:	Federal Grants	6,120,662
As Reads	Operating Expenses	1,710,953
Amended		
To Read:	Operating Expenses	2,086,953

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**AUGUST 2022 - SUPPLEMENTAL BUDGET RESOLUTION - EPA BROWNFIELD ASSESMENT GRANT. - RES NO. 2022-067**

FUND		AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND			
Estimated Revenues			
	Federal Grants	376,000	Increase appropriation for Federal Grants - EPA Brownfield Assesment Grant
	Total Revenues	<u>376,000</u>	
Appropriations			
	Operating Expenses	376,000	Increase appropriation for Operating Expenses
	Total Appropriations	<u>376,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-067

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2022-067 SUPPLEMENTAL BUDGET RESOLUTION - ENVIRONMENTAL PROTECTION AGENCY BROWNFIELD ASSESSMENT GRANT FOR A COMMUNITY-WIDE BROWNFIELD ASSESSMENT IN THE CITY OF PENSACOLA.

RECOMMENDATION:

That City Council adopt Resolution No. 2022-067:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola was successful in securing grant funding through the Environmental Protection Agency (EPA). These funds were awarded based on performing Community-Wide Brownfield Assessments in the City of Pensacola that identifies priority areas and properties to be assessed. Furthermore, to conduct fourteen (14) Phase I assessments and six (6) Phase II assessments. These assessments will determine if the properties being assessed need to have further assessments done or clean-up activities need to be conducted. The award of \$376,000.00 comes from the EPA FY22 Brownfield Assessment Grant.

PRIOR ACTION:

N/A

FUNDING:

Budget: \$376,000.00 EPA Brownfield Assessment Grant

Actual: \$376,000.00 Phase I/II Assessments and Administrative

FINANCIAL IMPACT:

The EPA Brownfield Assessment Grant for Community-Wide Brownfield Assessment will provide \$376,000.00. Adoption of the supplemental budget resolution by City Council will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/5/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Tootle, PE Public Works & Facilities Director

Brad Hinote, PE City Engineer

Mark Jackson, Sustainability Coordinator

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-067
- 2) Supplemental Budget Explanation No. 2022-067

PRESENTATION: No

**RESOLUTION
NO. 2022-067**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	5,744,662
Amended		
To Read:	Federal Grants	6,120,662
As Reads	Operating Expenses	1,710,953
Amended		
To Read:	Operating Expenses	2,086,953

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**AUGUST 2022 - SUPPLEMENTAL BUDGET RESOLUTION - EPA BROWNFIELD ASSESMENT GRANT. - RES NO. 2022-067**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	376,000	Increase appropriation for Federal Grants - EPA Brownfield Assesment Grant
Total Revenues	<u>376,000</u>	
Appropriations		
Operating Expenses	376,000	Increase appropriation for Operating Expenses
Total Appropriations	<u>376,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00775

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - APPROVAL OF LEASE AGREEMENT WITH AVIONICS SOLUTIONS LLC

RECOMMENDATION:

That City Council approve a Lease Agreement with Avionics Solutions LLC. Further, that City Council authorize the Mayor to take all actions necessary relating to the execution of the Lease Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The airlines serving the Pensacola International Airport contract with Avionics Solutions LLC to provide certain on-call maintenance service for their aircraft. To support their activity, Avionics Solutions leases a small amount of space within the terminal building from which it can better operate and be in closer proximity to the aircraft they service. Avionics Solutions currently leases 145.5 square feet on the ground floor of the concourse. The current lease expires on September 30, 2022. The Tenant wishes to enter into a new lease for the same space.

PRIOR ACTION:

October 12, 2017 - City Council approved a similar lease with Avionics Solutions LLC.

FUNDING:

N/A

FINANCIAL IMPACT:

Avionics Solutions LLC will pay a terminal building rental rate identical to the rate charged the non-signatory air carriers at PNS.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/25/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Avionics Solutions LLC 2022 Lease Agreement

PRESENTATION: No

**TERMINAL BUILDING LEASE AGREEMENT BETWEEN
THE CITY OF PENSACOLA
AND
AVIONICS SOLUTIONS LLC**

THIS LEASE AGREEMENT ("Lease") made and entered into this _____ day of _____, 2022, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Avionics Solutions LLC ("Lessee"), a limited liability company authorized to do business in Florida, located at 3313 W. Pinhook Road, Lafayette, Louisiana, 70508, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport ("Airport") located in Escambia County, Florida to serve the traveling public with airline services; and

WHEREAS, the Lessee desires to lease from the City property in the terminal building of the Airport for operating space, other related facilities, and general offices as negotiated by the parties; and

WHEREAS, the parties now desire to enter into a lease upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration One Hundred Dollars (\$100), the receipt and sufficiency of which is hereby acknowledged by the parties, and of the premises, and of the mutual covenants and agreements and the payment of money herein contained, the City and Lessee do hereby mutually undertake, promise, and agree as follows:

I. Recitals.

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

II. Leased Premises.

City hereby leases to Lessee, and Lessee hereby leases from the City, approximately 145.5 square feet of space inside the Airport terminal building as located and depicted on Exhibit "A" attached hereto and incorporated herein by this reference, such leased space hereinafter referred to as the "Leased Premises."

The Leased Premises shall be taken by Lessee in AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained and operated at Lessee's sole cost and expense. It is the express intention of the parties hereto that the Lessee's improvements, use and occupancy of the Leased Premises, and all costs associated therewith, shall be and remain the financial obligation of the Lessee.

Lessee shall be required to keep all of the areas assigned to it in a neat, clean, safe, sanitary and orderly condition at all times. Lessee will keep such areas free at all times of all paper, rubbish and debris, and Lessee will deposit all trash and debris resulting from its operations in containers approved by the City.

Lessee agrees to provide, at its own expense, such janitorial and cleaning services and supplies for the maintenance of its assigned areas. Lessee shall also keep and maintain the assigned areas in a clean, neat, and sanitary condition and attractive appearance.

Lessee shall perform ordinary preventive maintenance and ordinary upkeep and non-structural repairs of all assigned areas including but not limited to fixtures, doors (except for locks and keys), floor coverings and walls (painting and wall coverings). Lessee shall be required to keep all such areas in good operating condition at all times.

Lessee shall have the duty to promptly notify the Airport Director or his or her authorized designee of any conditions or events that would necessitate maintenance, repair, or replacement obligations.

III. Rents and Fees.

In consideration of the rights and privileges herein granted, the Lessee hereby covenants and agrees to pay the City upon commencement of this Lease a monthly rental rate identical to that square foot rental rate charged to the non-signatory air carriers. The rental rate for the Leased Premises shall be adjusted annually on October 1st. The City shall provide the Lessee notification of the adjusted lease rate thirty (30) days prior to the effective date of the change.

Pursuant to the above, the Parties agree the lease monthly rental rates for the current fiscal year shall be as follows:

Leased Premises:

<u>Time Period</u>	<u>Rate Per Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>Annual</u>	<u>Monthly</u>
10/01/2022- 09/30/2023	TBD	145.5	\$	\$

Lessee agrees to pay rent due to the City, without invoice, in advance on or before the first day of the month for which rent is due. Rent for periods less than one month shall be prorated on a daily basis (365 day year). In accordance with Florida law, every person who rents or leases any real property or who grants a license to use, occupy, or enter upon any real property is exercising a taxable privilege. Lessee shall be responsible for adding the applicable state and local sales tax to all rental payments. The monthly rent payment shall clearly indicate what amount of the total payment is for rent and what amount is for state and local sales tax. In the event Lessee is a tax exempt entity, Lessee shall not be required to add applicable state and local sales tax to the rental payments.

Rent payments shall be made payable to the City of Pensacola and forwarded to the office of the Airport Director.

IV. Utilities.

The Lessee shall be solely liable for the cost of all utility consumption on the Leased Premises and the Lessee shall obtain separate meters accordingly with the exception of utility consumption for the Leased Premises inside the Terminal Building. During the term of this Agreement, the City shall provide existing light, heat, air-conditioning, and electricity for the Terminal building. The City shall not be obligated to provide for the extension of these utilities or to provide for the installation of any other utilities. Any additional requirements Lessee may have shall be the responsibility of the Lessee.

The City reserves the right to invoice the Lessee for its prorata share of power, air conditioning and heating costs. The Lessee shall be solely liable for the cost of any data and voice services required and the Lessee shall obtain a separate account accordingly.

V. Term, Renewal, and Termination.

The Parties hereby agree the Term of this Agreement shall be for three (3) years, commencing on October 1, 2022 and expiring midnight on September 30, 2025. The Parties agree that upon written first renewal request to the City by Lessee, such request received by the City no later than thirty (30) days prior to the expiration of this Lease, the Parties may mutually consent to a first renewal for a one (1) year renewal term, and the Parties further agree that upon written second renewal request to the City by Lessee, such request received by the City no later than thirty (30) days prior to the expiration of the first renewal year, the Parties may mutually consent to an additional second renewal for a one (1) year second renewal term, provided however, both Parties expressly acknowledge no renewal shall be considered by either Party as mandatory or automatic. Lessee acknowledges that the Leased Premises are located in the Airport terminal building and the Lease itself is contingent

upon other operations at the Airport, and thus agrees the City may terminate this Agreement by giving Lessee (30) days written notice.

VI. Right of Entry.

- a. Right of Entry and Inspection: The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Leased Premises at all times:
 - i. To inspect the areas to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease; and
 - ii. To perform maintenance and make repairs in any case where Lessee is obligated but has failed to do so; and
 - iii. To perform any and all things which the Lessee is obligated to and has failed after reasonable notice so to do; and
 - iv. In the exercise of Lessee's police powers; and
 - v. As necessary for Airport business and operations or pursuant to any term or condition of this Lease in the sole discretion of the Airport Director.
- b. Right to Install Items: The City shall have the right to construct or install over, in, under or through Airport new lines, pipes, mains, wires, conduits and equipment as the City may deem necessary.

VII. Insurance and Indemnification.

General:

The Lessee shall procure and maintain insurance of the types and to the limits specified.

The term City as used in this section of the Lease is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The Lessee and the City understand and agree that the minimum limits and types of insurance herein required may become inadequate during the term of the Lease. The Lessee agrees that it will increase or change such coverage as required by the City within ninety (90) days upon receipt of written notice from the Airport Director.

Insurance Requirements:

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the

amounts, form and type of insurance shall conform to the following minimum requirements:

A. Commercial General Liability Coverages:

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

1. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least broad form contractual liability applicable to this specific contract, as well as personal injury liability and broad form property damage liability. The coverage shall be written on an occurrence-type basis.

Certificates of Insurance:

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, Jackets and other items forming a part of, or relating to such policies. The Lessee may black-out any proprietary or salary information included in any policy required under this agreement that is requested by the City. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Lessee shall replace

any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Lease until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola International Airport, Attn: Airport Administration and Contracts Manager, 2430 Airport Blvd., Suite 225, Pensacola, FL 32504.

Insurance of the Contractor Primary:

The Lessee's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the agreement.

Loss Control and Safety:

The Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees, and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

Hold Harmless:

The Lessee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all 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 Lessee and persons employed or utilized by the Lessee in the performance of this agreement. The Lessee's obligation shall not be limited by, or in any way to, insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

VIII. Compliance with Rules and Regulations.

Lessee shall conform to all Federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, and City and Airport rules, regulations and policies all of which may apply to the services to be performed.

Lessee shall obtain and maintain in force all licenses, permits, and other certificates required by Federal, State, County, or municipal or Airport authorities for operation under the terms of this Lease.

Lessee observe all security requirements of Transportation Security Administration 49 CFR 1542, and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents, and guests observe these requirements.

Should City incurs any costs, fees, fines or penalties imposed by as a result of the acts or omissions of Lessee under this Section VIII, Lessee shall pay or reimburse the City upon demand by the Airport Director in accordance with such demand notice for all such monies.

Lessee acknowledges the Airport is a secure and significant facility and as such Lessee shall not through any act or omission cause even the risk of fire, slippage or other hazard whatsoever, or cause any hazard to persons, or property, or obstruct or interfere with the rights of any other Airport tenants, or in any way injure or annoy Airport tenants, or any act or omission which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. Any breach of this paragraph shall be a material breach of the Lease and City expressly may immediately take any action in the sole discretion of the Airport Director to secure correction of such risk exposure, and thereafter Lessee shall pay or reimburse the City upon demand by the Airport Director in accordance with such demand notice for all costs to the City.

IX. Supervision of Employees, Parking.

Lessee shall ensure that its employees conduct themselves in a professional and courteous manner at all times. Lessee's employees shall be appropriately dressed at all times, and maintain a clean, neat, well-groomed appearance. Lessee will be obligated to control the actions of its employees and cooperate with the City in controlling any employee whose conduct the Airport Director feels is detrimental to the best interest of the Airport and public.

City will provide Lessee with reasonably adequate vehicular parking facilities for its employees at the Airport. Such facilities shall be located in an area designated by the Airport Director. The City reserves the right to assess a

reasonable charge for such employee parking facilities. Such charge for Lessee parking use shall not exceed that which is charged to other commercial tenants in the Terminal Building.

X. Signs.

Lessee shall not permit signs, logos, or advertising displays placed or erected in any manner upon the Leased Premises, or in or on any improvements or additions on the Leased Premises, without the prior written approval of the Airport Director. Signs identifying Lessee shall conform to reasonable standards established by the City, with respect to type, size, design, condition and location.

XI. Assignment.

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

XII. No Waiver by City.

A failure by City to take any action with respect to any default or violation by Lessee of any of the terms, covenants, or conditions of this Lease shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of City to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Lease shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Lease to terminate this Lease for subsequent violation or default, or for continuation or repetition of the original violation or default.

XIII. Surrender Upon Termination.

Upon the expiration or termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Leased Premises. Lessee warrants to City that any and all improvements, alterations, or fixtures previously constructed by Lessee shall remain free and clear of any claims or interests of Lessee, Lessee's contractors or subcontractors, creditors, invitees, or any other third party. Should Lessee violate this provision, without waiver of other action by City for City's own benefit, Lessee shall pay to remove any encumbrance, lien or debt associated with Lessee's occupation of the Leased Premises and hereby warrants that Lessee shall hold the City harmless therefrom. Excepting

personal property of Lessee, upon surrender, City may in the Airport Director's sole discretion, assume ownership of any fixture or property within the Leased Premises or require Lessee, at Lessee's sole cost and expense to remove any property or fixture.

XIV. Subordination.

This Lease shall be subordinate to existing and future Airport Bond Resolutions. This Lease shall also be subject to and subordinate to agreements between the City and State and Federal agencies for grants-in-aid and to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights of property to the City for Airport purposes, or to the expenditure of federal funds for the extension, expansion, or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Airport Act of 1958, as it has been amended from time to time. Any agreement hereafter made between the City and the United States will not be inconsistent with rights granted to Lessee herein.

XV. Force Majeure.

The City shall not be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by any reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, weather conditions, or for any other circumstance for which it is not responsible or which is not within its control.

XVI. Relationship of Parties.

Lessee represents and warrants Lessee is not in any way or for any purpose a partner or joint venturer with or agent of the City. Lessee shall act as an independent contractor in the performance of its duties pursuant to this Lease.

XVII. Notices.

All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such utilization. All notices to the City shall be mailed to:

Airport Director
Pensacola International Airport

2430 Airport Blvd., Suite 225
Pensacola, Florida 32504

With an additional copy to:

City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

All notices to Lessee shall be mailed to:

Avionics Solutions LLC
PO Box 80858
Lafayette, Louisiana 70598

The parties from time to time may designate in writing changes in the address stated.

XVIII. Entire Lease.

This writing, together with all the attached exhibits, constitutes the entire agreement of the parties. This Lease supersedes all prior agreements, if any, between the City and Lessee, and no representations, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Lease shall not be modified except in writing, signed by the City and Lessee.

XIX. Partial Invalidity.

If any term or condition of this Lease or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Lease and the application of such term, covenant, or condition to persons or events other than those to which it is held unenforceable shall not be affected, and each term, covenant and condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

XX. Successor.

The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties.

XXI. Consents and Approvals.

Where this Lease requires approval from the City, prior written approval from the Airport Director shall be considered to fulfill such requirements.

XXII. Governing Law.

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

XXIII. Venue.

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

XXIV. Headings.

The headings contained in this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Lease and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

XXV. Public Records Act.

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

XXVI. Mandatory Use of E-Verify System.

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

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

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

LESSEE

CITY OF PENSACOLA, FLORIDA

Avionics Solutions LLC
(Contractor'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/Division Head

(Printed Member's Name)

Legal in form and execution

City Attorney

Witness 1: _____

Witness 1:

Witness 2: _____

Witness 2:

(SEAL)

Attachment "A"

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

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

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

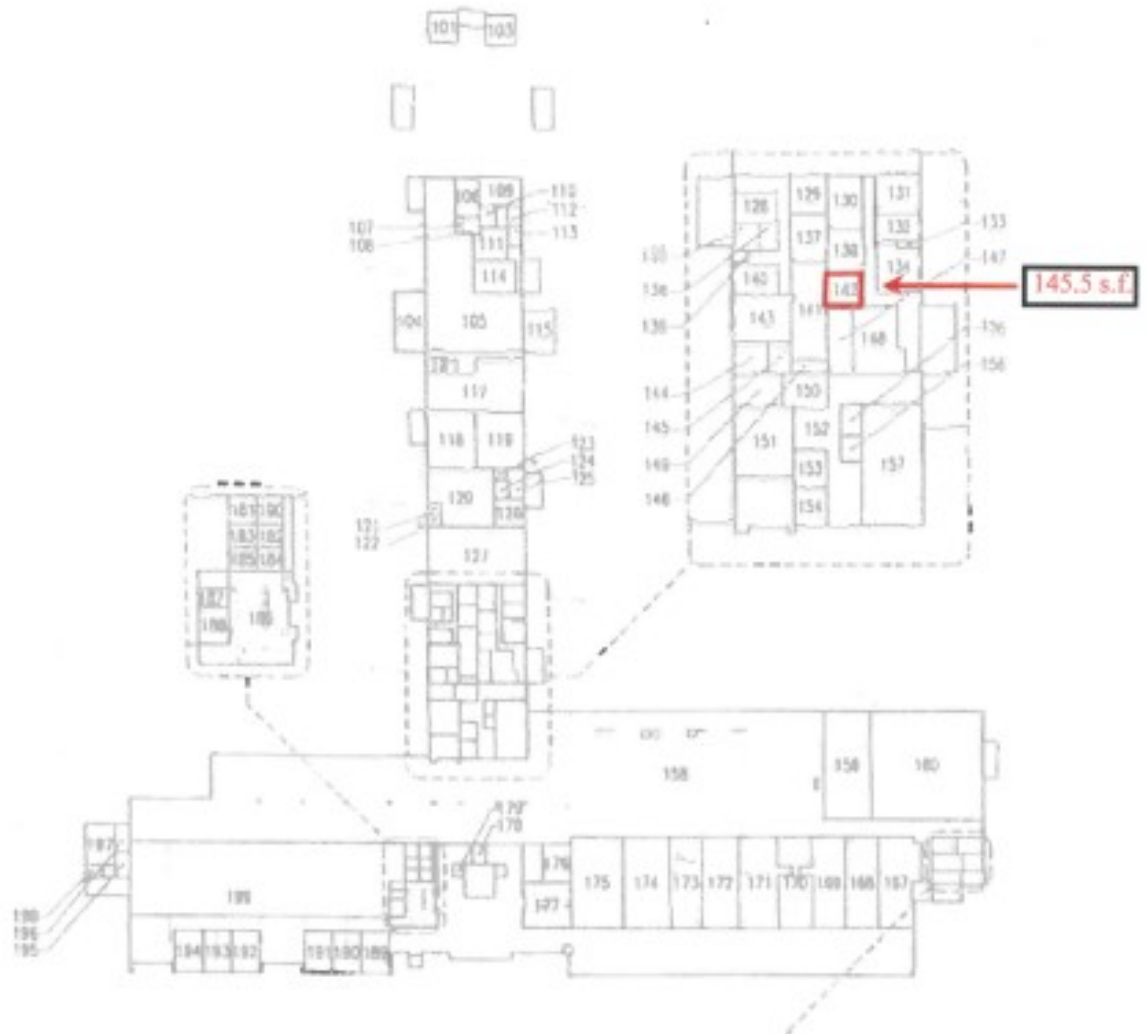
IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

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

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00767

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT GRANT PROGRAM AGREEMENT NO. 3-12-0063-051-2022 - REHABILITATE TAXIWAY A AND ASSOCIATED CONNECTORS

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program Grant No. 3-12-0063-051-2022 in the amount of \$11,152,748 to Rehabilitate Taxiway A (2300 feet) and Associated Connectors at Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Finally, that City Council adopt a supplemental budget resolution to appropriate the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration (FAA) to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Improvement Program (AIP), are based on passenger enplanements.

As part of the annual budget process, Airport Staff works with FAA personnel to identify projects that qualify for AIP reimbursement and submits pre-applications and applications to the FAA accordingly. For this year, Airport Staff identified the need to rehabilitate Taxiway A North due to the pavement condition.

In response to the application filed by Airport Staff, the FAA has offered a grant in the amount of \$11,152,748.

PRIOR ACTION:

None

FUNDING:

Budget:	\$ 523,402	FAA Grant 3-12-0063-046-2021 Design
	\$ 11,152,748	FAA Grant 3-12-0063-051-2022 Construction
	<u>\$ 2,478,388</u>	Airport Capital Matching Funds
	<u>\$ 14,154,538</u>	Total
Actual:	\$ 521,073	Design
	\$ 12,391,942	Construction
	<u>\$ 1,239,195</u>	Contingency
	<u>\$ 14,152,210</u>	Total

FINANCIAL IMPACT:

The Airport budgeted \$3,600,000 in anticipated grant funds for FY 2022. Adoption of Supplement Budget Resolution No. 2022-074 will appropriate the remaining grant funds needed to match the award.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/25/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Grant Agreement No. 3-12-0063-051-2022
- 2) Supplemental Budget Resolution No. 2022-074
- 3) Supplemental Budget Explanation No. 2022-074

PRESENTATION: No



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL-ADO
8427 SouthPark Circle
Suite 524
Orlando, FL 32819

July 8, 2022

Mr. Matthew Coughlin
Airport Director
Pensacola International Airport
2430 Airport Blvd. Suite 225
Pensacola, Florida 32504

Dear Mr. Coughlin:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0063-051-2022 at Pensacola International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 19, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

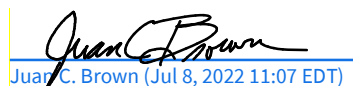
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chastity Clark, (407) 487-7226, chastity.clark@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Juan C. Brown (Jul 8, 2022 11:07 EDT)

Juan C. Brown
Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date July 8, 2022

Airport/Planning Area Pensacola International Airport

FY2022 AIP Grant Number 3-12-0063-051-2022

Unique Entity Identifier UBMRAF87HQF5

TO: City of Pensacola
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 30, 2022, for a grant of Federal funds for a project at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pensacola International Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway "A" (2300 feet) and associated connectors

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$11,152,748.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 11,152,748 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 19, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 5, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

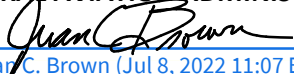
26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Juan C. Brown (Jul 8, 2022 11:07 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Acting Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Pensacola

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands

- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents,

papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such

airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Pensacola, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 30, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**RESOLUTION
NO. 2022-074**

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. AIRPORT FUND

As Reads:	Federal Grants	34,956,861
Amended		
To Read:	Federal Grants	42,485,861
As Reads:	Capital Outlay	215,759,859
Amended		
To Read:	Capital Outlay	223,288,859

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**AUGUST 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT 3-12-0063-051-2022 - RES NO. 2022-074**

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	7,529,000	Increase appropriation for Federal Grants
Total Revenues	<u>7,529,000</u>	
Appropriations		
Capital Outlay	7,529,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>7,529,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-074

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-074 - FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT #3-12-0063-051-2022 - TAXIWAY "A" NORTH REHABILITATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-074.

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 International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration (FAA) to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Improvement Program (AIP), are based on passenger enplanements.

As part of the annual budget process, Airport Staff works with FAA personnel to identify projects that qualify for AIP reimbursement and submits pre-applications and applications to the FAA accordingly. For this year, Airport Staff identified the need to rehabilitate Taxiway A North due to the pavement condition.

In response to the application filed by Airport Staff, the FAA has offered a grant in the amount of \$11,152,748.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 523,402 FAA Grant 3-12-0063-046-2021 Design

	\$ 11,152,748	FAA Grant 3-12-0063-051-2022 Construction
	\$ 2,478,388	Airport Capital Matching Funds
	<u>\$ 14,154,538</u>	Total
Actual:	\$ 521,073	Design
	\$ 12,391,942	Construction
	<u>\$ 1,239,195</u>	Contingency
	<u>\$ 14,152,210</u>	Total

FINANCIAL IMPACT:

The Airport budgeted \$3,600,000 in anticipated grant funds for FY 2022. Adoption of Supplement Budget Resolution No. 2022-074 will appropriate the remaining grant funds needed to match the award.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

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

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-074
- 2) Supplemental Budget Explanation No. 2022-074
- 3) Grant Agreement No. 3-12-0063-051-2022

PRESENTATION: No

**RESOLUTION
NO. 2022-074**

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. AIRPORT FUND

As Reads:	Federal Grants	34,956,861
Amended		
To Read:	Federal Grants	42,485,861
As Reads:	Capital Outlay	215,759,859
Amended		
To Read:	Capital Outlay	223,288,859

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**AUGUST 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT 3-12-0063-051-2022 - RES NO. 2022-074**

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	7,529,000	Increase appropriation for Federal Grants
Total Revenues	<u>7,529,000</u>	
Appropriations		
Capital Outlay	7,529,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>7,529,000</u>	



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL-ADO
8427 SouthPark Circle
Suite 524
Orlando, FL 32819

July 8, 2022

Mr. Matthew Coughlin
Airport Director
Pensacola International Airport
2430 Airport Blvd. Suite 225
Pensacola, Florida 32504

Dear Mr. Coughlin:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0063-051-2022 at Pensacola International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 19, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

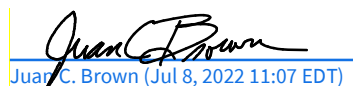
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chastity Clark, (407) 487-7226, chastity.clark@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 Juan C. Brown (Jul 8, 2022 11:07 EDT)

Juan C. Brown
 Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date July 8, 2022

Airport/Planning Area Pensacola International Airport

FY2022 AIP Grant Number 3-12-0063-051-2022

Unique Entity Identifier UBMRAF87HQP5

TO: City of Pensacola
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 30, 2022, for a grant of Federal funds for a project at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pensacola International Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway "A" (2300 feet) and associated connectors

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$11,152,748.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 11,152,748 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 19, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated December 5, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

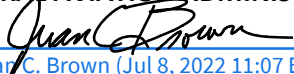
26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Juan C. Brown (Jul 8, 2022 11:07 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Acting Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Pensacola

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 — Equal Employment Opportunity¹
- b. Executive Order 11990 — Protection of Wetlands

- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents,

papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such

airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Pensacola, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 30, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00769

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT No. 441494-2-94-01

RECOMMENDATION:

That City Council authorize the Mayor to accept and execute the State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement Financial Project No. 441494-2-94-01 in the amount of \$2,000,000 for Pensacola International Airport Facilities Development related to the MRO expansion. Further, that City Council approve the grant resolution and authorize the Mayor to take all actions necessary related to the finalization of the grant amendment.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer-term strategy to grow the MRO capacity, sometimes referred to as "Project Titan." A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron, and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 176,000 sq. ft., a support services center, administrative office spaces, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE investment, state and federal grants, and local funds.

The Florida Department of Transportation (FDOT) was a significant contributor of funding to construct Hangar 1, and is committed to Project Titan as well. Overall, FDOT committed \$45,000,000 to Project Titan, with amounts to be allocated over several years. An initial amount of \$8,000,000 was provided in 2019 and accepted by Council at the meeting of August 8, 2019. An amendment was accepted by Council at the meeting of July 16, 2020 providing an additional allocation of \$34,000,000 towards the total grant.

An amendment was accepted by Council at the meeting of August 12, 2021 providing an additional allocation of \$1,000,000 towards the total grant. This amendment will provide an allocation of an additional \$2,000,000 towards the total grant amount.

PRIOR ACTION:

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

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

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

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

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

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

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

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

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

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

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

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

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

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

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

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

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

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

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

July 16, 2020 - City Council authorized the Mayor to accept and execute the State of Florida Department. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$34,000,000 for the MRO expansion.

August 10, 2020 - City Council approved Resolution 2020-18 related to the State of Florida Department of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$34,000,000 for the MRO expansion.

November 12, 2020 - City Council approved Amendment No. 1 to Construction Manager At Risk Contract between the City and Brasfield & Gorrie, LLC (The 'GMP Amendment') for Hangar 2 of Project Titan/MRO Campus at Pensacola International Airport.

August 12, 2021 - City Council authorized the Mayor to accept and execute the State of Florida Department. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$1,000,000 for the MRO expansion.

FUNDING:

Budget: \$	35,000,000	ST Aerospace Engineering
	3,000,000	State Legislature
	14,000,000	Governor's Job Growth
	45,000,000	FDOT Grant
	15,000,000	Escambia County
	15,000,000	City Local Option Sales Tax Series IV
	12,250,000	Federal - U.S. Economic Development Administration
	66,000,000	Triumph Gulf Coast
	4,875,000	Florida DEO Grant
	<u>\$ 210,125,000</u>	

Actual: \$ 210,125,000

FINANCIAL IMPACT:

The funds for the project were originally appropriated on Supplemental Budget Resolution 2019-13, were carried forward from FY 2019 to FY 2020 on Supplemental Budget Resolution No. 2019-70, carried forward from FY 2020 to FY 2021 on Supplemental Resolution No. 2020-59, and again carried forward from FY 2021 to FY 2022 on Supplemental Resolution No. 2021-106.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration and Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement # 441494-2-94-01
- 2) Resolution No. 2022-075

PRESENTATION: No

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 04/22

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO,GMR	FLAIR Category:	088719
441494-2-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55032020329
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000406004
Contract Number: G0Z27	Federal Award Date:		Amendment No.:	4
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Pensacola, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 10/31/2018 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended increase project funding by \$2,000,000
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

<input checked="" type="checkbox"/>	Aviation
<input type="checkbox"/>	Seaports
<input type="checkbox"/>	Transit
<input type="checkbox"/>	Intermodal
<input type="checkbox"/>	Rail Crossing Closure
<input type="checkbox"/>	Match to Direct Federal Funding (Aviation or Transit)
	(Note: Section 15 and Exhibit G do not apply to federally matched funding)
<input type="checkbox"/>	Other

- 3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

—	Exhibit A: Project Description and Responsibilities
<u>X</u>	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
<u>X</u>	Exhibit D: Agency Resolution
—	Exhibit E: Program Specific Terms and Conditions
—	Exhibit F: Contract Payment Requirements
<u>X</u>	*Exhibit G: Financial Assistance (Single Audit Act)
—	*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
	*Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 04/22

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$4,000,000 bringing the revised total cost of the project to \$93,000,000.

The Department's participation is X increased/ decreased by \$2,000,000. The Department agrees to participate in the Project cost up to the maximum amount of \$48,000,000, and, additionally the Department's participation in the Project shall not exceed 51.61% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Tim Smith, P. E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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
441494-2-94-01	DPTO	088719	2019	751000	55.004	Aviation Grant Program	\$3,000,000.00
441494-2-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000.00
441494-2-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$14,000,000.00
441494-2-94-01	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$1,000,000.00
441494-2-94-01	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$2,000,000.00
441494-2-94-01	GMR	088719	2021	751000	55.004	Aviation Grant Program	\$20,000,000.00
441494-2-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$34,000,000.00
441494-2-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000.00
441494-2-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	\$2,000,000.00
441494-2-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$1,000,000.00
Total Financial Assistance							\$93,000,000.00

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	\$48,000,000.00	\$45,000,000.00	\$0.00	\$93,000,000.00	51.61	48.39	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	\$48,000,000.00	\$45,000,000.00	\$0.00	\$93,000,000.00			

*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:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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.

Quinton Williams

Department Grant Manager Name

Signature

Date

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

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: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$48,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 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 55.004 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
NO. 2022-075

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FACILITIES DEVELOPMENT AT THE PENSACOLA INTERNATIONAL AIRPORT AIR COMMERCE PARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the expansion of aircraft maintenance, repair, and overhaul facilities at Pensacola International Airport; and

WHEREAS, the expanded facilities will involve the design and construction of three additional hangars and associated aprons and taxiways, a support services center, an administrative office building, and necessary automotive parking; and

WHEREAS, the Florida Department of Transportation has approved the project and offered an additional Amendment to the Public Transportation Grant Agreement in the amount of \$2,000,000 to support the design and construction efforts;

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

SECTION 1. That the City of Pensacola shall accept and execute the Amendment to the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities development related to MRO expansion.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-075

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2022-075 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT No. 441494-2-94-01

RECOMMENDATION:

That City Council adopt Resolution No. 2022-075.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FACILITIES DEVELOPMENT AT THE PENSACOLA INTERNATIONAL AIRPORT AIR COMMERCE PARK; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer-term strategy to grow the MRO capacity, sometimes referred to as "Project Titan." A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron, and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 176,000 sq. ft., a support services center, administrative office spaces, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE

investment, state and federal grants, and local funds.

The Florida Department of Transportation (FDOT) was a significant contributor of funding to construct Hangar 1, and is committed to Project Titan as well. Overall, FDOT committed \$45,000,000 to Project Titan, with amounts to be allocated over several years. An initial amount of \$8,000,000 was provided in 2019 and accepted by Council at the meeting of August 8, 2019. An amendment was accepted by Council at the meeting of July 16, 2020 providing an additional allocation of \$34,000,000 towards the total grant.

An amendment was accepted by Council at the meeting of August 12, 2021 providing an additional allocation of \$1,000,000 towards the total grant. This amendment will provide an allocation of an additional \$2,000,000 towards the total grant amount.

PRIOR ACTION:

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

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

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

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

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

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

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

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

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

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

with Atkins North America.

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

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

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

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

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

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

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

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

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

July 16, 2020 - City Council authorized the Mayor to accept and execute the State of Florida Department. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$34,000,000 for the MRO expansion.

August 10, 2020 - City Council approved Resolution 2020-18 related to the State of Florida Department of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-

01 in the amount of \$34,000,000 for the MRO expansion.

November 12, 2020 - City Council approved Amendment No. 1 to Construction Manager At Risk Contact between the City and Brasfield & Gorrie, LLC (The 'GMP Amendment') for Hangar 2 of Project Titan/MRO Campus at Pensacola International Airport.

August 12, 2021 - City Council authorized the Mayor to accept and execute the State of Florida Department. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$1,000,000 for the MRO expansion.

FUNDING:

Budget: \$	35,000,000	ST Aerospace Engineering
	3,000,000	State Legislature
	14,000,000	Governor's Job Growth
	45,000,000	FDOT Grant
	15,000,000	Escambia County
	15,000,000	City Local Option Sales Tax Series IV
	12,250,000	Federal - U.S. Economic Development Administration
	66,000,000	Triumph Gulf Coast
	4,875,000	Florida DEO Grant
	<u>\$ 210,125,000</u>	

Actual: \$ 210,125,000

FINANCIAL IMPACT:

The funds for the project were originally appropriated on Supplemental Budget Resolution 2019-13, were carried forward from FY 2019 to FY 2020 on Supplemental Budget Resolution No. 2019-70, carried forward from FY 2020 to FY 2021 on Supplemental Resolution No. 2020-59, and again carried forward from FY 2021 to FY 2022 on Supplemental Resolution No. 2021-106.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/25/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration and Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Resolution No. 2022-075
- 2) State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement # 441494-2-94-01

PRESENTATION: No

RESOLUTION
NO. 2022-075

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FACILITIES DEVELOPMENT AT THE PENSACOLA INTERNATIONAL AIRPORT AIR COMMERCE PARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the expansion of aircraft maintenance, repair, and overhaul facilities (MRO) at Pensacola International Airport; and

WHEREAS, the expanded facilities will involve the design and construction of three additional hangars and associated aprons and taxiways, a support services center, an administrative office building, and necessary automotive parking; and

WHEREAS, the Florida Department of Transportation has approved the project and offered an additional Amendment to the Public Transportation Grant Agreement in the amount of \$2,000,000 to support the design and construction efforts;

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

SECTION 1. That the City of Pensacola shall accept and execute the Amendment to the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities development related to MRO expansion.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 04/22

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO,GMR	FLAIR Category:	088719
441494-2-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55032020329
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000406004
Contract Number: G0Z27	Federal Award Date:		Amendment No.:	4
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Pensacola, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 10/31/2018 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended increase project funding by \$2,000,000
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

<input checked="" type="checkbox"/>	Aviation
<input type="checkbox"/>	Seaports
<input type="checkbox"/>	Transit
<input type="checkbox"/>	Intermodal
<input type="checkbox"/>	Rail Crossing Closure
<input type="checkbox"/>	Match to Direct Federal Funding (Aviation or Transit)
	(Note: Section 15 and Exhibit G do not apply to federally matched funding)
<input type="checkbox"/>	Other

- 3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

<input type="checkbox"/>	Exhibit A: Project Description and Responsibilities
<input checked="" type="checkbox"/>	Exhibit B: Schedule of Financial Assistance
<input type="checkbox"/>	*Exhibit B1: Deferred Reimbursement Financial Provisions
<input type="checkbox"/>	*Exhibit B2: Advance Payment Financial Provisions
<input type="checkbox"/>	*Exhibit C: Terms and Conditions of Construction
<input checked="" type="checkbox"/>	Exhibit D: Agency Resolution
<input type="checkbox"/>	Exhibit E: Program Specific Terms and Conditions
<input type="checkbox"/>	Exhibit F: Contract Payment Requirements
<input checked="" type="checkbox"/>	*Exhibit G: Financial Assistance (Single Audit Act)
<input type="checkbox"/>	*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
<input type="checkbox"/>	*Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 04/22

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$4,000,000 bringing the revised total cost of the project to \$93,000,000.

The Department's participation is X increased/ decreased by \$2,000,000. The Department agrees to participate in the Project cost up to the maximum amount of \$48,000,000, and, additionally the Department's participation in the Project shall not exceed 51.61% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Tim Smith, P. E.
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 03/22

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
441494-2-94-01	DPTO	088719	2019	751000	55.004	Aviation Grant Program	\$3,000,000.00
441494-2-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000.00
441494-2-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$14,000,000.00
441494-2-94-01	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$1,000,000.00
441494-2-94-01	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$2,000,000.00
441494-2-94-01	GMR	088719	2021	751000	55.004	Aviation Grant Program	\$20,000,000.00
441494-2-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$34,000,000.00
441494-2-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$8,000,000.00
441494-2-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	\$2,000,000.00
441494-2-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$1,000,000.00
Total Financial Assistance							\$93,000,000.00

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	\$48,000,000.00	\$45,000,000.00	\$0.00	\$93,000,000.00	51.61	48.39	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	\$48,000,000.00	\$45,000,000.00	\$0.00	\$93,000,000.00			

*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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
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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.

Quinton Williams

Department Grant Manager Name

Signature

Date

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

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STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

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: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$48,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 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 55.004 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 #: 2022-078

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2022-078 - FLORIDA TRANSPORTATION GRANT (FDOT) #420300-5 - CHANGING PROJECT FUNDING - RUNWAY 8/26 REHABILITATION

RECOMMENDATION:

That City Council adopt Resolution No. 2022-078.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE FUNDING FOR FDOT GRANT #420300-5; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola international Airport routinely requests grant funding from Florida Department of Transportation (FDOT) as part of the 5 Year Work Program. A description of the projects and expected costs are submitted annually for the 5-year plan. FDOT allots funding based on the request and as their budget allows.

For July 2022, FDOT allotted funds to assist with a design to rehabilitate Runway 8/26. Since the original request, costs have escalated. The Airport request to redirect additional available funding to the design of the Runway 8/26 rehabilitation. For FDOT to issue the grant for the correct amount, a Funding Change Resolution is needed.

The Airport will return to Council once the grant is issued for acceptance and allocation of funds to the budget.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/22/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Resolution No. 2022-078

PRESENTATION: No

RESOLUTION
NO. 2022-078

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE FUNDING FOR FDOT GRANT #420300-5; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport (the "Airport"); and

WHEREAS, The Florida Department of Transportation ("FDOT") has allotted grant funds for the Airport to be received in FY23 for specifically named projects; and

WHEREAS, the Airport originally applied from FDOT for a project titled "Runway 8/26 Rehabilitation - Design"; and

WHEREAS, the Airport thereafter determined that the grant funds would not be sufficient as requested; and

WHEREAS, the FDOT is amenable to reallocating \$80,000 from FDOT Project #420300-4 (and terminating #420300-4) to FDOT Project #420300-5; and

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, funding for the project for receipt of the FDOT grant must be changed from \$500,000 to \$580,000; and

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

SECTION 1. That the City of Pensacola shall submit the project scope and deliverables for the Public Transportation Grant Agreement.

SECTION 2. The Mayor is hereby authorized to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-079

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2022-079 - FLORIDA DEPARTMENT OF TRANSPORTATION GRANT (FDOT) #420300-6 - CHANGING PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FROM TAXIWAY "D" UPGRADE - DESIGN TO CORPORATE APRON EXPANSION - NEPA

RECOMMENDATION:

That City Council adopt Resolution No. 2022-079.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #420300-6; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Airport requests grant funding from Florida Department of Transportation (FDOT) as part of the 5 Year Work Program. A description of projects and probable costs are submitted annually for the 5-year plan. FDOT allots funding as their budget allows.

For July 2022, FDOT allotted funds to assist with the Design - Taxiway D Upgrade. Since the original request, Airport project priorities have changed, and market associated costs have increased. The Airport would like to redirect these funds and additional available funding to NEPA efforts required for expansion of the Corporate Apron. For FDOT to issue the grant for the revised project name and its associated costs, a Name and Funding Change Resolution is needed.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/22/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Resolution No. 2022-079

PRESENTATION: No

RESOLUTION
NO. 2022-079

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #420300-6; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport (the "Airport"); and

WHEREAS, The Florida Department of Transportation ("FDOT") has allotted grant funds for the Airport to be received in FY23 for specifically named projects; and

WHEREAS, the Airport originally applied from FDOT for a project titled "Taxiway D Upgrade - Design"; and

WHEREAS, the Airport thereafter determined that the grant funds would be better utilized for a more critical project titled "Corporate Apron Expansion - NEPA"; and

WHEREAS, the FDOT is amenable to changing the project description for project #420300-6 to the "Corporate Apron Expansion - NEPA" project;

WHEREAS, the FDOT is amenable to reallocating \$70,000 from FDOT Project #420300-4 (and terminating #420300-4) to FDOT Project #420300-6; and

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, the name of the project for receipt of the FDOT grant must be changed from "Taxiway D Upgrade - Design" to "Corporate Apron Expansion - NEPA";

WHEREAS, due to that change in Airport priorities and prior to issuance of the grant agreement, funding for the project for receipt of the FDOT grant must be changed from \$25,000 to \$95,000; and

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

SECTION 1. That the City of Pensacola shall submit the project scope and deliverables for the Public Transportation Grant Agreement.

SECTION 2. The Mayor is hereby authorized to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-080

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-080 - PENSACOLA ENERGY - ADDITIONAL FUNDING FOR BUDGETED NATURAL GAS COST

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-080.

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 (PE) budget for purchasing natural gas is being impacted by increased natural gas prices. This increase is due to below-average inventory levels in the market, increasing growth in demand, and lagging growth in domestic production. PE and Finance have evaluated the associated impacts and have determined the need for additional funding to cover natural gas costs for Fiscal Year 2022.

Estimated Gas Cost Increase \$8,100,000

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

The cost of natural gas is recouped through Pensacola Energy'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

7/26/2022

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. 2022-080
- 2) Supplemental Budget Explanation No. 2022-080

PRESENTATION: No

**RESOLUTION
2022-080**

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	27,243,100
Amended		
To Read:	Residential User Fees	28,357,000
As Reads	Commercial User Fees	15,653,800
Amended		
To Read:	Commercial User Fees	16,346,100
As Reads	Industrial User Fees	3,714,000
Amended		
To Read:	Industrial User Fees	3,895,600
As Reads	Transportation User Fees	13,203,991
Amended		
To Read:	Transportation User Fees	19,316,191
As Reads	Operating Expenses	44,864,279
Amended		
To Read:	Operating Expenses	52,964,279

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

AUGUST 2022 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA ENERGY- Add'l Funding For Natural Gas Cost - NO. 2022-080

FUND		AMOUNT	DESCRIPTION
GAS UTILITY FUND	401		
Estimated Revenues			
Residential User Fees		1,113,900	Increase estimated revenue for Residential User Fees
Commercial User Fees		692,300	Increase estimated revenue for Commercial User Fees
Industrial User Fees		181,600	Increase estimated revenue for Interruptible User Fees
Transportation User Fees		6,112,200	Increase estimated revenue for Transportation User Fees
Total Revenues		<u>8,100,000</u>	
Appropriations			
Operating Expenses		<u>8,100,000</u>	Increase appropriation for Operating Expenses
Total Appropriations		<u>8,100,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00797

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

COASTAL PARTNERSHIP INITIATIVE PROGRAM - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. CZ521

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the Florida Department of Environmental Protection Grant Agreement No. CZ521, in the amount of \$55,000, for construction of Bruce Beach Park Interpretive Signage. Further, that the City Council authorize the Mayor to take all action necessary relating to the finalization of the grant. Finally, that the City Council approve the subsequent supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola has been awarded a Coastal Partnership Initiative Program (CPI) grant by the Florida Department of Environmental Protection in the amount of \$55,000 for the interpretive signage component of the Bruce Beach Revitalization project. This project addresses the CPI's priority area of Coastal Stewardship.

The creation and installation of interpretive signage at Bruce Beach Park is a key element that will solidify Bruce Beach as a cultural and natural resource, preserving and presenting local history while providing a free outdoor learning pathway for visitors.

PRIOR ACTION:

None.

FUNDING:

Budget: \$ 55,000.00

Actual: \$ 55,000.00

FINANCIAL IMPACT:

The \$55,000 FDEP funding award will defray a portion of the cost for the Bruce Beach Interpretive Signage. The remaining funding for the project is available within the Series 2019 Urban Core Redevelopment Bonds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/1/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, Development Services Director

Victoria D'Angelo, CRA Assistant Manager

ATTACHMENTS:

- 1) FDEP Grant Agreement
- 2) Supplemental Budget Resolution No. 2022-081
- 3) Supplemental Budget Explanation No. 2022-081

PRESENTATION: No

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____ (Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager Name: _____ or successor	Grantee's Grant Manager Name: _____ or successor
Address: _____ _____	Address: _____ _____
Phone: _____	Phone: _____
Email: _____	Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

Attachment 1

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shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

Attachment 1

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The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. CZ521**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is to improve Bruce Beach by installing interpretive signage to inform the public on the history of the park, environmental issues, and creates a walkable, educational pathway and outdoor learning center for visitors. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 100% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$55,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: CZ521 ATTACHMENT 3**

PROJECT TITLE: Bruce Beach Park Interpretive Signage

GRANTEE CONTACT INFORMATION:

Organization Name: **City of Pensacola Florida**
Chief Elected Official or Agency Head: **Grover C. Robinson, IV**
Title: **Mayor**
Address: **222 W. Main Street, 7th Floor**
City: **Pensacola**
Zip Code: **32502**
Area Code and Telephone Number: **(850) 435-1625**
E-Mail Address: **grobinson@cityofpensacola.com**

GRANT MANAGER CONTACT INFORMATION:

Organization Name: **City of Pensacola, Community Redevelopment Agency**
Grant Manager: **Victoria D'Angelo**
Title: **Assistant CRA Manager**
Address: **222 W. Main Street, 3rd Floor**
City: **Pensacola**
Zip Code: **32502**
Area Code and Telephone Number: **(850) 435-1695**
E-Mail Address: **vdangelo@cityofpensacola.com**

FISCAL AGENT CONTACT INFORMATION:

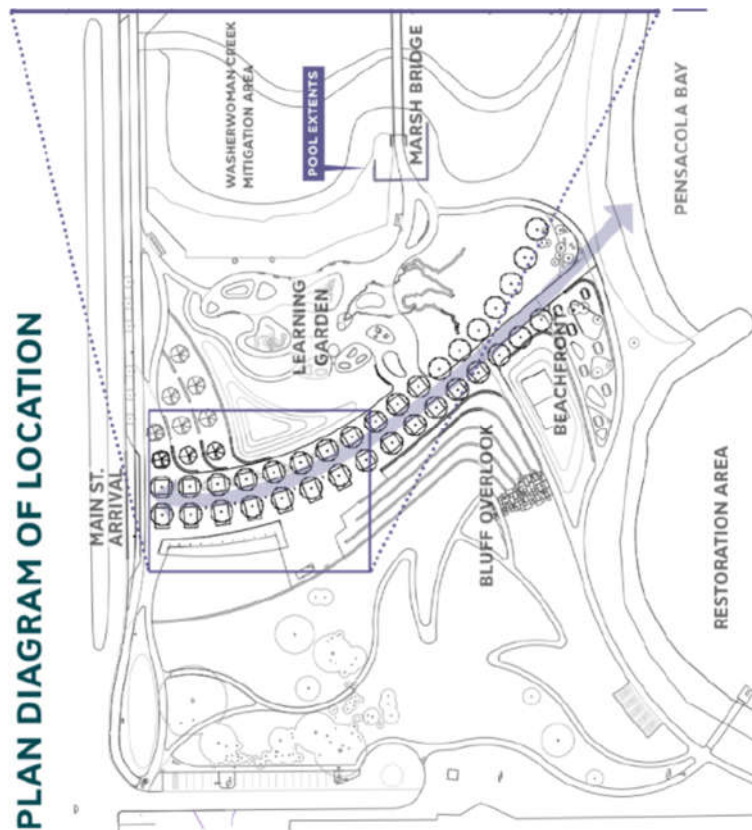
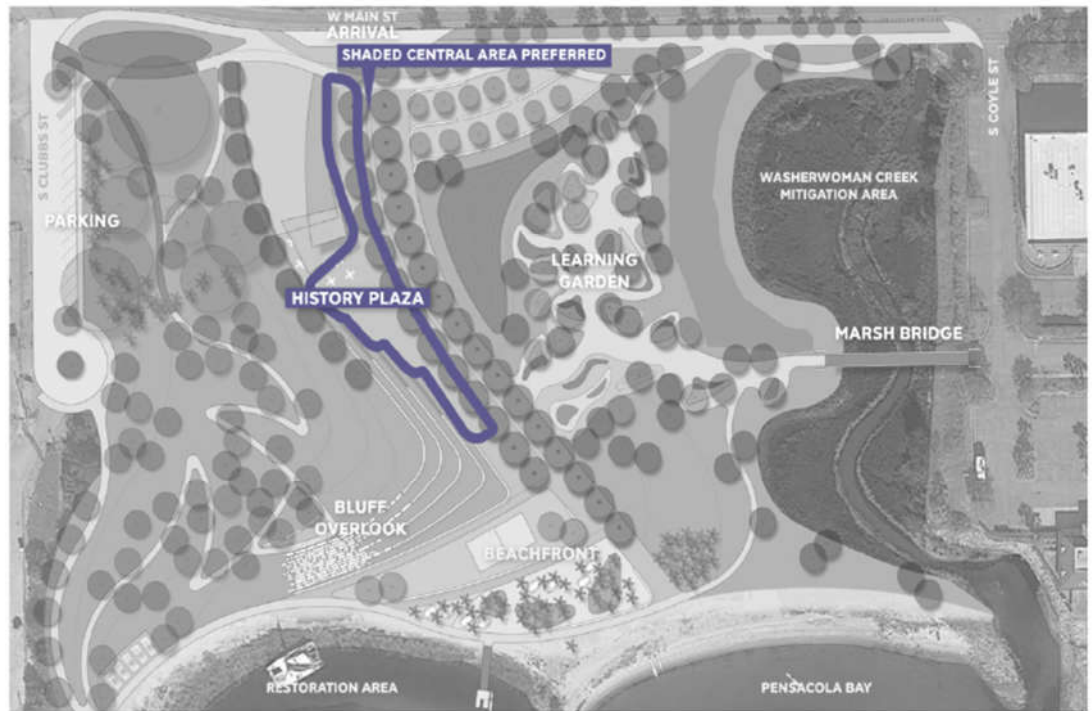
Organization Name: **City of Pensacola**
Fiscal Agent: **Amy Lovoy**
Title: **Finance Director**
Address: **222 W. Main Street, 6th Floor**
City: **Pensacola**
Zip Code: **32502**
Area Code and Telephone Number: **(850) 435-1821**
E-Mail Address: **alovoy@cityofpensacola.com**

FEID No: 59-6000406

DUNS No: 073131559

PROJECT LOCATION: The project will be located in the City of Pensacola, at Bruce Beach Park. The park's address is 601 W. Main Street, Pensacola, Florida 32502. See map information below.

**Bruce Beach
Draft Site Plan**



PROJECT BACKGROUND: The City of Pensacola has been working on a plan to improve Bruce Beach located in Pensacola's urban core, since it reopened to the public in 2018. The landscape architecture firm SCAPE developed a framework plan which includes concepts to improve Bruce Beach as one of the catalytic projects to activate the waterfront. A key element is the creation and installation of interpretive signage to inform the public on the history of the park, provide information on the area's historic neighborhoods and intersect with environmental issues that include the history of environmental disasters and events in Pensacola. The sign strategy creates a walkable, educational pathway and outdoor learning center for visitors. The signage is part of Phase 1 of a larger project intended to redevelop Bruce Beach into a waterfront park destination including native landscaping, ADA accessibility throughout the park, interpretive features, a learning garden, a pedestrian bridge connecting the waterfront, stormwater quality improvements, and waterfront access.

PROJECT DESCRIPTION:

Task #1: Production of required construction sign

Task Description: The Grantee shall erect a sign at the site of any construction project, maintain it during construction and must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in the Standard Grant Agreement. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logos (available online at <https://floridadep.gov/rcp/fcmp/content/grants>) and the following language: "The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Management awarded under the Coastal Zone Management Act." The next printed line shall identify the completion month and year of the project.

Deliverables: Draft sign design (to be submitted to DEP grant manager prior to production) photo of installed sign.

Task #2: Production of five interpretive signs

Task Description: Hiring of a signage manufacturer to provide the five signs as designed including all freight for delivery and offloading at either the project site or a City storage site. Five signs, each sign is 86" tall by 33" wide and features a combination of interpretive graphics, historic photos of people and other images and information. The interpretive signs are designed to be accessible to those with visual impairment and include QR codes. Signage will be navigable from all sides and legible from a seated height. Signs will utilize the Wayside Exhibits National Park Standards for signage. Written content will be at a sixth grade reading comprehension level.

Deliverables: Draft sign designs; final sign design, map of sign installation locations, sign delivery packing slip and invoice.

Task #3: Installation of five interpretive signs

Task Description: Hiring a contractor for the installation of the signage foundations, the installation of manufactured signs, associated lighting/electrical to light the signs, and all incidental items associated with these activities such as mobilization, demobilization, site preparation, and other contracted work as necessary for completion of the project.

Deliverables: Before, during and after photos of sign installation.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Required Construction Sign (Draft Design)	8/1/22	4/30/23	6/30/23
2	Sign Manufacturing	11/30/22	4/30/23	6/30/23
3	Sign Installation	4/30/23	6/30/23	6/30/23

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Grant Funding	Budget Match Funding	Total Project Funding
1	Contractual Services	\$0	\$5,500	\$5,500
	Total for Task	\$0	\$5,500	\$5,500
2	Contractual Services	\$46,750	\$49,803	\$96,553
	Total for Task	\$46,750	\$49,803	\$96,553
3	Contractual Services	\$8,250	\$8,789	\$17,039
	Total for Task	\$8,250	\$8,789	\$17,039
Total:		\$55,000	\$64,092	\$119,092

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

Category Totals	Grant Funding, Not to Exceed, \$	Match Funding, \$	Total Project Funding
Contractual Services	\$55,000	\$64,092	\$119,092
Total:	\$55,000	\$64,092	\$119,092

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Dept. of Commerce - NOAA	11.419	Coastal Zone Management Administration Awards	\$55,000	140061
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA COASTAL MANAGEMENT PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.
2. The following is added to paragraph 8.h., Annual Appropriation Contingency, Attachment 1, Standard Terms and Conditions:

The State's performance and obligation to pay under this Agreement is also contingent upon the availability of federal funding and grants from NOAA.

3. The following replaces paragraph 10., Status Reports, Attachment 1, Standard Terms and Conditions:
 - a. Quarterly Reports. The Grantee shall submit status reports quarterly on **Exhibit A, Progress Report Form**, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.
 - b. Final Project Report. The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
4. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, Attachment 3, Grant Work Plan, and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
5. Copyright, Patent and Trademark. The U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:
 - a. The copyright in any work developed under a grant or contract under a grant.
 - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
 - c. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

6. Geospatial Data Collection and Sharing.

- a. Environmental data and information collected and/or created under this Agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or security requirements.
- b. The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement:

“These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.”

Current Federal Geospatial Data Committee (FGDC) standards can be found at:

<http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization 19115, which may be adopted by the FGDC, is also acceptable.

- c. NOAA may, at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

7. Publications, Photographs, Audiovisuals & Signs.

- a. Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department’s Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 10 of Attachment 1, Standard Terms and Conditions.
- b. Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, Department and Florida Coastal Management Program (FCMP) logos (logos, which can be found at the Department’s website at <https://floridadep.gov/rcp/fcmp/content/grants> or by contacting the Department’s Grant Manager for a copy) and the following statement on the cover or the first page:

“This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No _____. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA, the U.S. Department of Commerce, or any of their subagencies.”

The next printed line shall identify the month and year of the publication.

The Grantee must receive approval in writing from the Department’s Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) days in advance. The Grantee must also provide the Department’s Grant Manager with shooting scripts, Exhibit G, Photographer & Model Release Forms (if applicable), and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.

- c. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 7.b., above.
 - d. Sign Requirements for Construction Projects. The Grantee shall erect a sign at the site of any construction project, maintain it during construction and must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in the Standard Grant Agreement. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logos (available online at <https://floridadep.gov/rcp/fcmp/content/grants>) and the following language:

“The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Management awarded under the Coastal Zone Management Act.”

The next printed line shall identify the completion month and year of the project.
 - e. Acknowledgment Requirement for Interpretive Signs & Banners. Interpretive signs and banners must include the NOAA, Department and FCMP logos.
8. Build American, Buy American (BABA) Act. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.
- a. Recipients/sub-recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
 - i) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - ii) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - iii) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.
 - b. “Construction materials” includes an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.
 - c. The Buy American preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.
 - d. Recipients should retain documentation that supports their compliance with the Buy American provisions. During post-award monitoring activities, which may include desk reviews, on-site reviews, audits, and other activities, recipients may be asked to produce records sufficient to verify compliance with the Buy American provisions. Such documentation could include: (1) language in

Attachment 6

3 of 4

contractual documents that obligates sub-recipients and/or contractors to comply with the Buy American provisions; (2) receipts for items produced domestically indicating such; (3) a documented certification from the contractor, vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically; (4) detailed and verifiable information supporting the claim that the manufactured good has undergone substantial transformation in the United States; and/or (5) other reasonable documentation per the discretion of the state, local, or tribal government financial assistance recipient demonstrating compliance with the Buy American provisions.

ATTACHMENT 8

Contract Provisions for Department of Commerce (DOC) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, 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.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

If the Federal funds exceed \$100,000, the Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-VI.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Grantees shall comply with regulations listed in 2 CFR Part 200, 2 CFR Part 1326, 48 CFR Part 31 and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Grantees, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Grantee must comply with flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Grantees must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors for the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Grantees shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013, and effective December 14, 2016, has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

Attachment 8

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with the Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination

18. Additional Lobbying Requirements

- i. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- iii. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454, the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

19. Assurances

Grantees shall comply with any and all applicable assurances made by the Department or the Grantee to the Federal Government during the Grant application process.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Grantee shall take all affirmative steps necessary to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR § 200.321(b).

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF COMMERCE-SPECIFIC

21. Department of Commerce (DOC) Financial Assistance Terms and Conditions

Grantees shall comply with the U.S. Department of Commerce Financial Assistance Terms and Conditions, available online (http://www.osec.doc.gov/oam/grants_management/policy/default.htm) and incorporated by reference.

22. DOC Regulations

Grantee shall comply with the following regulations: 2 CFR 1300-1399, 15 CFR 8, 15 CFR 8a, 15 CFR 8b, 15 CFR 13, 15 CFR 20, and 15 CFR 28

23. Drug-Free Workplace

Grantee must make an on-going, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR Part 1329. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

24. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

25. Property Management Requirements

If the purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment

purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)-SPECIFIC

26. Scientific Integrity, as established in the Department of Commerce Financial Assistance Alert 16-02 (January 13, 2016)

The NOAA Acquisition and Grants Office (AGO) has established the following policy to provide appropriate protections for all NOAA grants, financial assistance awards, and cooperative agreements:

a. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

d. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

26. Investigating Scientific Integrity or Scientific and Research Misconduct

a. *Inhibiting Investigation.* If the recipient or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants office and, unless otherwise constructed, the recipient or subrecipient shall:

i. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

ii. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

b. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

27. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the grants officer.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	CZ521		
Grantee Name:	City of Pensacola		
Grantee Address:	222 W. Main Street, Pensacola, FL 32502		
Grantee's Grant Manager:	Victoria d'Angelo	Telephone No.:	(850) 435-1695
Project Title:	Bruce Beach Park Interpretive Signage		
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)	Report Type: (Select only one)	Quarterly Status Update
<p>INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task; indicate the percentage of the task that has been completed to date.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p>			
<p>Task 1: Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p> <p>Percentage of task completed:</p>			
<p>Task 2: Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p> <p>Percentage of task completed:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. CZ521 and accurately reflects the activities associated with the project.

 Signature of Grantee's Grant Manager

 Date

DEP Agreement No.	CZ521	
Payment Request No.		Request Date:
Project Title:		
Grantee's Grant Manager Name:		
Grantee Name & Mailing Address for Payment:		
Task No.:		Total Amount(s) Requested:
Performance Period - Date Range: (Start date - End date)		

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages				
Fringe Benefits				
Travel				
Equipment (Direct Purchases)				
Supplies				
Contractual Services				
Miscellaneous/Other Expenses				
Indirect				
Land Acquisition				
TOTAL AMOUNT	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AMOUNT				
Less Total Cumulative Payment of:	\$ -		\$ -	
TOTAL REMAINING BUDGET	\$ -		\$ -	

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.
4. If construction was conducted, all construction material purchased with these funds are in compliance with the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11.

Telephone Number

587

DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA COASTAL MANAGEMENT PROGRAM

INSTRUCTIONS FOR COMPLETING
EXHIBIT C - PART 1
PAYMENT REQUEST FORM INSTRUCTIONS

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with C####.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF REQUEST: This is the date you are submitting the report to DEP.

PROJECT TITLE: This should be the project title that is listed on your grant agreement.

GRANTEE'S GRANT MANAGER: This is the person identified as grant manager in the grant agreement.

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address to which you want the state warrant (payment) sent.

TASK NO.: Enter the number of the DELIVERABLE for which you are requesting payment.

TOTAL AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column.

PERFORMANCE PERIOD: This is the beginning and ending date of the reporting period requesting reimbursement for.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out for all listed deliverables during the invoice period for which you are requesting reimbursement. This must be by budget category as in the currently approved budget in Attachment 3 (Grant Work Plan), or amended of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of Attachment 3. **DO NOT ALTER FORM OR COMBINE BUDGET CATEGORIES.** Enter the FCMP budget amount on the "GRANT BUDGET AMOUNT" line.

"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN: Enter the cumulative amounts that have been claimed to date for FCMP expenses by budget category. The final report should show the total of all claims, first claim through the final claim, etc.

"MATCHING FUNDS CLAIMED" COLUMN": If applicable, enter the amount to be claimed as match for the reporting period. This needs to be shown under specific budget categories according to what is in the currently approved Attachment 3 (Grant Work Plan). Enter the match budget amount on the "GRANT BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column.

NOTE: DO NOT ENTER ANYTHING IN THE TABLE'S SHADED AREAS AS THEY ARE AUTO CALCULATED.

GRANTEE CERTIFICATION: Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

Required Back-up Documentation for each Deliverable:

Exhibit C - Part 2 - Invoice Report Detail for Reimbursement for each deliverable.

Exhibit C - Part 3 - Match Schedule Report for each deliverable.

Copies of Invoices (*Not applicable to state agencies*)

Copies of canceled checks (Not applicable to state agencies)

Copies of Travel Reimbursements (*if applicable*)

FLAIR Report (*State agencies only*)

Copies of Volunteer Logs (*if applicable*)

Copies of all In-Kind Donations

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form (available from staff of the Florida Coastal Management Program or use your affiliation's reimbursement form, provided it has been approved by the Florida Department of Financial Services.)

****PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment.**

Questions regarding completion of the Payment Request Form should be directed to the Department's Grant Manager, identifying on Page 1 of the Agreement.

**SCHEDULE OF INVOICES FOR REMINBURSEMENT
EXHIBIT - C**

DEP Agreement No.: CZ521
Task No.:
Project Title:

Task Amount Requested: \$ -
Performance Period:

SALARIES								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHE R NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
				\$				
							Total Salaries	\$ -
FRINGE BENEFITS								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHE R NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
							Total Fringe Benefits	\$ -
TRAVEL								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHE R NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
							Total Travel Charges	\$ -
EQUIPMENT								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHE R NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED

**SCHEDULE OF INVOICES FOR REMINBURSEMENT
EXHIBIT - C**

DEP Agreement No.:

CZ521

Task No.:

Project Title:

Task Amount Requested:

\$

-

Performance Period:

							Total Equipment Charges	\$ -

**SCHEDULE OF INVOICES FOR REMINBURSEMENT
EXHIBIT - C**

DEP Agreement No.: CZ521
Task No.:
Project Title:

Task Amount Requested: \$ -
Performance Period:

SUPPLIES								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHE R NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
Total Supply Charges							\$	-
CONTRACTUAL SERVICES								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHE R NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
Total Contractual Services Charges							\$	-
OTHER EXPENSES								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHE R NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
Total Other Charges							\$	-

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA COASTAL MANAGEMENT PROGRAM**

INSTRUCTIONS FOR COMPLETING

EXHIBIT C - PART 2

INVOICE REPORT DETAIL INSTRUCTIONS

DEP AGREEMENT NO.: This field will auto populate based on the DEP grant agreement number entered on Exhibit C - Part 1.

TASK AMOUNT REQUESTED: This field will auto populate after entering in all the detail information into the report, to reflect the total requesting for reimbursement.

TASK NO.: This field will auto populate based on the deliverable number entered on Exhibit C - Part 1.

PROJECT TITLE: This field will auto populate based on the grant agreement title entered on Exhibit C - Part 1.

PERFORMANCE PERIOD: This field will auto populate based on the Performance Period dates entered on Exhibit C - Part 1.

NOTE: All shaded areas will automatically populate with each categories totals, based on the detail information that you provide for each line item.

SALARIES: Provide an itemized listing of expenditures for Salaries, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

FRINGE BENEFITS: Provide an itemized listing of expenditures for Fringe Benefits, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

INDIRECT CHARGES: Provide the amount of the indirect to be charged to this Deliverable, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

CONTRACTUAL SERVICES: Provide an itemized listing of expenditures for Contractual Services, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

TRAVEL: Provide an itemized listing of expenditures for Travel, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

EQUIPMENT: Provide an itemized listing of expenditures for Equipment, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

MISCELLANEOUS EXPENSES: Provide an itemized listing of all other miscellaneous expenses, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

Required Back-up Documentation for each deliverable:

EXHIBIT C - PART 2 - INVOICE REPORT DETAIL IS REQUIRED FOR EACH DELIVERABLE.

Copies of Invoices *(Not applicable to state agencies)*

Copies of canceled checks *(Not applicable to state agencies)*

FLAIR Report *(State agencies only)*

Copies of Volunteer Logs *(if applicable)*

**** PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment **

**SCHEDULE OF MATCH
EXHIBIT - C**

DEP Agreement No.: CZ521
Task No.:
Project Title:

Task Amount Requested: \$ -
Performance Period: 0

SALARIES								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
Total Salaries							\$	-
FRINGE BENEFITS								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
Total Fringe Benefits							\$	-
TRAVEL								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
Total Travel Charges							\$	-
EQUIPMENT								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED

SCHEDULE OF MATCH
EXHIBIT - C

DEP Agreement No.:
Task No.:
Project Title:

CZ521

Task Amount Requested:
Performance Period:

\$	-
----	---

							Total Equipment Charges	\$ -

**SCHEDULE OF MATCH
EXHIBIT - C**

DEP Agreement No.: CZ521
Task No.:
Project Title:

Task Amount Requested: \$ -
Performance Period:

SUPPLIES								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
							Total Supply Charges	\$ -
CONTRACTUAL SERVICES								
VENDOR INVOICE DATE	DESCRIPTION OF EQUIPMENT PURCHASED	VENDOR NAME	INVOICED AMOUNT	TRANSACTION NUMBER	CHECK/ VOUCHER NUMBER	CHECK AMOUNT	PAYMENT TYPE USED	AMOUNT CLAIMED
							Total Contractual Services Charges	\$ -
OTHER EXPENSES								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
							Total Other Charges	\$ -

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING
EXHIBIT C - PART 3
MATCH SCHEDULE FORM INSTRUCTIONS**

DEP AGREEMENT NO.: This field will auto populate based on the DEP grant agreement number entered on Exhibit C - Part 1.

TASK NO.: This field will auto populate based on the deliverable number entered on Exhibit C - Part 1.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

TASK MATCH AMOUNT CLAIMED: This field will auto populate based on the details provided in the tables below.

PROJECT TITLE: This field will auto populate based on the grant agreement title entered on Exhibit C - Part 1.

PERFORMANCE PERIOD: This field will auto populate based on the Performance Period dates entered on Exhibit C - Part 1.

NOTE: All shaded areas will automatically populate with each categories totals, based on the detail information that you provide for each line item.

SALARIES: Provide an itemized listing of expenditures for Salaries, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

FRINGE BENEFITS: Provide an itemized listing of expenditures for Fringe Benefits, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

INDIRECT CHARGES: Provide the amount of the indirect to be charged to this Deliverable, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

CONTRACTUAL SERVICES: Provide an itemized listing of expenditures for Contractual Services, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

TRAVEL: Provide an itemized listing of expenditures for Travel, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

EQUIPMENT: Provide an itemized listing of expenditures for Equipment, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

MISCELLANEOUS EXPENSES: Provide an itemized listing of all other miscellaneous expenses, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

EXHIBIT C - PART 3 - MATCH SCHEDULE IS REQUIRED FOR EACH DELIVERABLE.

****PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment**

EXHIBIT F

DEP AGREEMENT NO. CZ521

Bruce Beach Park Interpretive Signage

City of Pensacola

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA22NOS4190033. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.
12/2023

Final Project Report
Bruce Beach Park Interpretive Signage

Executive Summary

Methodology

Outcome

--

Further Recommendations

--

**INSTRUCTIONS FOR COMPLETING
Exhibit F
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CZ####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified on page 1 of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT No. CZ521

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (_____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

Exhibit G, DEP Agreement #: CZ521

1 of 1

**RESOLUTION
NO. 2022-081**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads	State Grants	896,661
Amended		
To Read:	State Grants	951,661
As Reads	Capital Outlay	3,910,703
Amended		
To Read:	Capital Outlay	3,965,703

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**AUGUST 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FL DEPT OF ENVIRONMENTAL PROTECTION GRANT AGRMT NO. CZ521 - RES NO. 2022-081**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	55,000	Increase appropriation for State Grants - FL Dept of Enviromental Protection Grant
Total Revenues	<u>55,000</u>	
Appropriations		
Captial Outlay	55,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>55,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-081

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-081 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION COASTAL PARTNERSHIP INITIATIVE PROGRAM GRANT AGREEMENT NO. CZ521

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-081.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola has been awarded a Coastal Partnership Initiative Program (CPI) grant by the Florida Department of Environmental Protection in the amount of \$55,000 for the interpretive signage component of the Bruce Beach Revitalization project. This project addresses the CPI's priority area of Coastal Stewardship.

The creation and installation of interpretive signage at Bruce Beach Park is a key element that will solidify Bruce Beach as a cultural and natural resource, preserving and presenting local history while providing a free outdoor learning pathway for visitors.

PRIOR ACTION:

None.

FUNDING:

Budget: \$ 55,000.00

Actual: \$ 55,000.00

FINANCIAL IMPACT:

The \$55,000 FDEP funding award will defray a portion of the cost for the Bruce Beach Interpretive Signage. The remaining funding for the project is available within the Series 2019 Urban Core Redevelopment Bonds. Adoption of Supplement Budget Resolution No. 2022-081 by City Council will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/2/2022

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-081
- 2) Supplemental Budget Explanation No. 2022-081

PRESENTATION: No

**RESOLUTION
NO. 2022-081**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads	State Grants	896,661
Amended		
To Read:	State Grants	951,661
As Reads	Capital Outlay	3,910,703
Amended		
To Read:	Capital Outlay	3,965,703

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**AUGUST 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FL DEPT OF ENVIRONMENTAL PROTECTION GRANT AGRMT NO. CZ521 - RES NO. 2022-081**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	55,000	Increase appropriation for State Grants - FL Dept of Enviromental Protection Grant
Total Revenues	<u>55,000</u>	
Appropriations		
Captial Outlay	55,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>55,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00812

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

ACTIVE TRANSPORTATION PLAN - ADDITIONAL PROFESSIONAL CONSULTING SERVICES

RECOMMENDATION:

That City Council approve additional work on the Active Transportation Plan to be completed by Kimley-Horn and Associates, in order to meet Vision Zero requirements, set forth in the Safe Streets and Roads for All federal program. Also, that City Council adopt a supplemental budget resolution appropriating additional funding.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Staff is requesting to expand the scope of services completed by Kimley-Horn and Associates on the Active Transportation Plan. The original contract award was for \$149,802 and an additional \$25,000 is needed to complete new vision zero tasks.

On May 26, 2022, Council approved award of contract to Kimley-Horn and Associates, Inc. for RFQ NO. 22-009 to develop the Active Transportation Plan (ATP). Subsequently, the U.S. Department of Transportation released a notice of funding opportunity (NOFO) known as Safe Streets and Roads for All (SS4A). The program requires local jurisdictions to have a Comprehensive Action Plan to be eligible for construction project grant dollars. Many of the Action Plan requirements are encapsulated in the ATP scope of services, including public engagement, committee meetings, assessment of policies, equity analysis, and implementation recommendations. The major component missing from the ATP is a focus on a vision zero initiative to reduce fatalities and serious injuries through an in-depth safety analysis. The safety analysis would include review of various crash conditions and the development of a High Injury Network. Creating High Injury Networks is an important Vision Zero exercise that implies mapping of stretches of roadways where high severity collisions concentrate with an emphasis on pedestrians and bicyclists. This exercise helps identify corridors that carry a higher risk of injury within a transportation network.

By adding tasks to the existing scope, the City will avoid redundant activities in public outreach and steering committee formation. Additionally, it would save the City money by not having to provide a 20% match for a minimum \$200,000 planning grant to create a new Action Plan. Through this

process, the City should be positioned to apply for construction dollars during the next funding cycle.

PRIOR ACTION:

May 26, 2022 - Council approved award of contract to Kimley-Horn and Associates, Inc. for RFQ NO. 22-009 Professional Consulting Services for the City of Pensacola Active Transportation Plan (ATP).

FUNDING:

Budget: \$ 166,000 FY 21 General Fund Unassigned Fund Balance
\$ 12,423 FY 22 General Fund Unassigned Fund Balance
\$ 178,423 Total

Actual: \$ 174,802 Professional Consultant Services
\$ 3,621 Project Management
\$ 178,423 Total

FINANCIAL IMPACT:

Approval of the additional services will appropriate a portion of the General Fund unassigned fund balance to conduct additional vision zero tasks as part of the Active Transportation Plan.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/5/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, P.E., Director of Public Works and Facilities
Brad Hinote, P.E., City Engineer
Caitlin Cerame, AICP, Transportation Planner

ATTACHMENTS:

- 1) Consultant Fee Proposal
- 2) Supplemental Budget Resolution No. 2022-082
- 3) Supplemental Budget Resolution Explanation No. 2022-082

PRESENTATION: No

Attachment A: Pensacola SS4A Support Budget

Task Description	Project Manager	Deputy Project Manager/ Task Lead	Project Director	Senior Engineer	Senior Planner	Project Planner	Planner	Designer	Admin	Total Hours	Total Fee
	\$243.00	\$160.00	\$315.00	\$280.00	\$225.00	\$140.00	\$125.00	\$190.00	\$90.00		
Task 1: SS4A Support	18	42	0	5	0	88	0	0	2	155	\$24,994
1.1 Safety Analysis and Key Findings	9	24		2		48			1	84	\$13,397
1.2 Summary of High Injury Network and Recommendations	9	18		3		40			1	71	\$11,597
Total	18	42	0	5	0	88	0	0	2	155	\$24,994

**RESOLUTION
NO. 2022-082**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. GENERAL FUND

Fund Balance		12,423
1) City Council		
As Reads:	Operating Expenses	1,107,017
Amended		
To Read:	Operating Expenses	1,119,440

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**August 2022 - SUPPLEMENTAL BUDGET RESOLUTION - AVAIL UAS FUND BAL FOR VISION ZERO TASKS TO BE INC INTO THE ACTIVE TRANS PLAN - RES NO. 2022-082**

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Fund Balance	<u>12,423</u>	Increase appropriated Fund Balance - FY 22 Unassigned Fund Balance
Appropriations		
1) City Council		
Operating Expenses	12,423	Increase appropriation for Operating Expenses -FY 22 Unassigned Fund Balance
Total Appropriations	<u>12,423</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-082

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-082 - ACTIVE TRANSPORTATION PLAN -
ADDITIONAL PROFESSIONAL CONSULTING SERVICES

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-082.

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:

Staff is requesting additional funds be used towards development of the Active Transportation Plan to meet vision zero-type tasks required for the US. Department of Transportation (DOT) Safe Streets and Roads for All program.

On May 26, 2022, Council approved award of contract to Kimley-Horn and Associates, Inc. for RFQ NO. 22-009 in the amount of \$149,802. The original allocation for the plan was \$166,000. With additional consultant work in the amount of \$25,000 with some project management time from staff the total actual budget is \$178,423.

PRIOR ACTION:

May 26, 2022 - City Council approved award of contract to Kimley - Horn and Associates, Inc. for RFQ 22-009 Professional Consulting Services for the City of Pensacola Active Transportation Plan.

FUNDING:

Budget: \$ 166,000 FY 21 General Fund Unassigned Fund Balance
\$ 12,423 FY 22 General Fund Unassigned Fund Balance
\$ 178,423 Total

Actual: \$ 174,802 Professional Consultant Services
 \$ 3,621 Project Management
 \$ 178,423 Total

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate a portion of the General Fund unassigned fund balance to be used for Kimley-Horn to conduct additional vision zero tasks as part of the Active Transportation Plan.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/8/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, P.E., Director of Public Works and Facilities
Brad Hinote, P.E., City Engineer
Caitlin Cerame, AICP, Transportation Planner

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 22-082
- 2) Supplemental Budget Explanation No. 22-082

PRESENTATION: No

**RESOLUTION
NO. 2022-082**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. GENERAL FUND

Fund Balance		12,423
1) City Council		
As Reads:	Operating Expenses	1,107,017
Amended		
To Read:	Operating Expenses	1,119,440

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**August 2022 - SUPPLEMENTAL BUDGET RESOLUTION - AVAIL UAS FUND BAL FOR VISION ZERO TASKS TO BE INC INTO THE ACTIVE TRANS PLAN - RES NO. 2022-082**

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Fund Balance	<u>12,423</u>	Increase appropriated Fund Balance - FY 22 Unassigned Fund Balance
Appropriations		
1) City Council		
Operating Expenses	12,423	Increase appropriation for Operating Expenses -FY 22 Unassigned Fund Balance
Total Appropriations	<u>12,423</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00838

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

ACQUISITION OF REAL PROPERTY - 1300 WEST MORENO STREET (KUPFRIAN HOUSE) AND ADJACENT PARCELS

RECOMMENDATION:

That City Council approve the purchase of the real property located at 1300 West Moreno Street (Parcel No. 000S009050025079) and adjacent parcels totaling a minimum of 2.6 acres from Baptist Hospital Inc./Baptist Health Care Corporation for \$725,000, plus an estimated \$40,000 in closing costs for a total amount not to exceed \$765,000 and contingent upon affordable housing being a component of the redevelopment of the current Baptist Hospital campus, as provided for in Resolution No. 2022-057. Also, that City Council authorize the Mayor to take all necessary actions and execute all necessary documents related to the acquisition of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In March, both City and Baptist staff discussed Baptist's upcoming relocation and the possible disposition of the Kupfrian House with redevelopment of some of the surrounding acreage prior to the move. The combined parcels are approximately 2.6 acres zoned R-2 and are bordered by W. Moreno, North J, a vacated section of W. Mallory, and a vacated section of North I Streets. A preliminary search of public records showed no current or pending liens involving the parcels as of March 2022.

The Kupfrian House is an historic property built in 1892 by Conrad Kupfrian, a Pensacola innovator responsible for creating the City's first street car line. At one time, the Kupfrian Park property surrounding it was a popular Pensacola hangout spot for families comprised of a beer garden, picnic area and racetrack over 100 acres. Though only the remnants remain, the Kupfrian House is currently used as office space for Baptist Hospital. On May 26, 2022, City Council adopted a Resolution supporting the redevelopment of the Baptist campus including the funding of a public park. This property acquisition will serve to meet the commitment as expressed in the Resolution, as a portion of these parcels will become a public park.

Appraisals were obtained by both the City and Baptist Hospital and received in early April. The City-procured appraisal placed a value of \$475,000 combined on the house and surrounding land. The

Baptist-procured appraisal placed a value of \$975,000 on the same. After some discussion, the City is offering \$725,000 which is almost exactly the midpoint between the two appraisals. Because of the types of funds being used - the Housing Department's ARPA for Affordable Housing Development, this acquisition is contingent upon affordable housing being a component of the redevelopment of the total Baptist site or within the acreage covered by this offer. Also, if this purchase is approved, there may be some period of leaseback by Baptist until the Kupfrian Park office's occupants final move to their new location.

PRIOR ACTION:

May 26, 2022 - City Council adopted Resolution 2022-057, supporting the Baptist Hospital campus redevelopment and funding of street reopenings and a public park

FUNDING:

Budget: \$ 765,000 - ARPA Affordable Housing Redevelopment (Housing Dept.)

Actual: \$ 765,000 - ARPA Affordable Housing Redevelopment (Housing Dept.)

FINANCIAL IMPACT:

The Housing Department has sufficient funds to cover this acquisition in their ARPA allocation for affordable housing development, which is a contingent of the acquisition.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/9/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Lovoy, Finance Director

Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) Report of Council Action - Resolution 2022-057 - Supporting Baptist Campus Redevelopment with Street Openings, Public Park - May 26, 2022
- 2) Appraisal - Kupfrian Park Property

PRESENTATION: No



Legislation Details (With Text)

File #: 2022-057 **Version:** 1 **Name:**
Type: Resolution **Status:** Passed
File created: 5/13/2022 **In control:** City Council
On agenda: 5/26/2022 **Final action:** 5/26/2022
Enactment date: 6/3/2022 **Enactment #:** 2022-057
Title: RESOLUTION NO. 2022-057 - SUPPORTING THE BAPTIST HOSPITAL E AND MORENO STREET CAMPUS REDEVELOPMENT AND FUNDING OF STREET RE-OPENINGS AND A PUBLIC PARK WITHIN THE CAMPUS REDEVELOPMENT AREA
Sponsors: Grover C. Robinson, IV, Delarian Wiggins

Indexes:

Code sections:

Attachments: 1. Resolution No. 2022-057, 2. PRESENTATION FROM 5/23/22 AGENDA CONFERENCE

Date	Ver.	Action By	Action	Result
5/26/2022	1	City Council	Adopted	Pass
5/23/2022	1	Agenda Conference	Placed on Regular Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor
Delarian Wiggins, Councilman

SUBJECT:

RESOLUTION NO. 2022-057 - SUPPORTING THE BAPTIST HOSPITAL E AND MORENO STREET CAMPUS REDEVELOPMENT AND FUNDING OF STREET RE-OPENINGS AND A PUBLIC PARK WITHIN THE CAMPUS REDEVELOPMENT AREA

RECOMMENDATION:

That the City Council adopt Resolution No. 2022-057.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA SUPPORTING THE BAPTIST HOSPITAL E AND MORENO STREET CAMPUS REDEVELOPMENT AND FUNDING OF STREET RE-OPENINGS AND A PUBLIC PARK WITHIN THE CAMPUS REDEVELOPMENT AREA; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2023, Baptist Hospital will move from its current location at the corner of E and Moreno Street to its new location at Brent Lane.

A significant amount of community, neighborhood and stakeholder input was received to create a vision of the redevelopment of the current Baptist Hospital campus and E and Moreno Street. That vision includes a mixed-use development which seeks to incorporate multi-family and single-family housing as well as community-enhancing services consistent with the surrounding community and needs identified by the community.

In achieving this vision, this resolution is seeking City Council support for the Baptist Hospital E and Moreno Street Campus Redevelopment. In support of this vision, City Council will seek to purchase from Baptist Hospital a +/- 2.58 parcel (1300 W. Moreno Street) in order to establish a community park to enhance the mixed-use development and surrounding neighborhood. Further, the City Council will endeavor to allocate funds to rebuild streets in previously unopened rights of way, not to exceed 2,500 linear feet of right of way, which will include the extension of I Street between Mallory St. and Moreno St.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Costs and funding sources associated with the purchase of the +/- 2.58 acres, street reconstruction of 2,500 linear feet and the development of a community park are not known at this time.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/18/2022

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Resolution No. 2022-057

PRESENTATION: No

APPRAISAL REPORT

OF A

COMMERCIAL PROPERTY
(CONSISTING OF MULTIPLE CONTIGUOUS PARCELS)

LOCATED AT

1300 WEST MORENO STREET, ETAL
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501

EXCLUSIVELY FOR

CITY OF PENSACOLA

AS OF

APRIL 7, 2022

BY

CHARLES C. SHERRILL, JR., MAI
STATE - CERTIFIED GENERAL APPRAISER #RZ1665

2803 EAST CERVANTES STREET, SUITE C

PENSACOLA, FLORIDA

32503

APPRAISAL REPORT

The subject property is comprised of a two-story office building, related site improvements, and underlying land which have a primary address of 1300 West Moreno Street in Pensacola, Florida. The historic property is referred to as the Kupfrian House that was constructed as a residence around 1892. It should be noted that the owner-occupied subject property is comprised of a portion of a larger parent tract (tax account). It is estimated for this appraisal that the subject property contains approximately 2.7 acres. It is recommended that the client obtain a boundary survey with indicated land area from a qualified and licensed professional to ascertain this particular property characteristic.

For this appraisal, the appraiser has valued the portion of the property that is improved (along with its underlying land on Parcel A) and the excess land (Parcel B and a portion of Parcel C), each separately, as well as a combined whole. A site plan of the subject property depicting these various parcels, as well as the improved-portion (with office building) and the excess land, has been included in the addendum of this appraisal report.

The western vicinity of the subject parcel was utilized for storm water retention purposes in support of a former building that was previously situated on the property (excess land). Based upon the appraiser's research and analysis for this assignment, it is concluded that this storm water retention is no longer required for this particular purpose. Accordingly, the appraisal of the subject's excess land is based upon the extraordinary assumption that the current storm water retention activity on the western portion of the property is no longer required, which results in this particular land area being legally developable. It should be noted that the use of this extraordinary assumption may affect the value conclusion in this appraisal.

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Office properties like the subject (Parcel A) in the local market are typically owner-occupied and not frequently leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

Subject Parcel A is an owner-occupied office property that is not encumbered by any leases. Buyers of these types of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. Additionally, the omission of the Cost and Income Capitalization Approaches is not considered to have a negative effect on the credibility of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. However, as of the effective date of this appraisal, the subject property value is not considered to have been impacted by the coronavirus. The appraiser has reviewed available market surveys and performed on-going interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this issue.

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Addendum

Copy of Appraisal Engagement Letter
Appraiser's License
Supporting Documentation of Subject Property
Location Map of Subject and Comparable Sales Data
Professional Qualifications of Appraiser

CLIENT: City of Pensacola
Attention: Ms. Deana Stallworth
Property Lease Manager
222 West Main Street
Pensacola, Florida 32502

APPRAISER: Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665
Sherrill Appraisal Company
2803 East Cervantes Street, Suite C
Pensacola, FL 32503

APPRAISAL FILE NUMBER: N222-0035

PROPERTY LOCATION: 1300 West Moreno Street (Parcel A), 1308 West Moreno Street (Parcel B), and 1000 West Moreno Street (Parcel C), Pensacola, Escambia County, Florida 32504

PROPERTY NAME: Kupfrian House

DATE OF PROPERTY INSPECTION: April 7, 2022

EFFECTIVE DATE OF VALUE: April 7, 2022

DATE OF APPRAISAL REPORT: April 20, 2022

MARKET VALUE OF ENTIRE PROPERTY, AS A COMBINED WHOLE: \$475,000 (Market Value of property as is, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

VALUATION OF IMPROVED PORTION

PROPERTY LOCATION:	1300 West Moreno Street, Pensacola, Florida, 32501 (Parcel A)
PROPERTY TYPE:	Office
REPORTED PROPERTY OWNER:	Baptist Hospital Inc.
OCCUPANT:	Owner
TAX ACCOUNT NUMBER:	14-4218-500
PARCEL IDENTIFICATION NO.:	00-0S-00-9050-025-079
CURRENT PROPERTY TAX ASSESSMENT:	\$216,180; It should be noted that there are no unpaid property taxes as the current owner is exempt from real estate taxation based upon its not-for-profit status.
LEGAL DESCRIPTIONS:	Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office and a warranty deed are presented in the addendum of this appraisal report.
ZONING CLASSIFICATION:	R-2; Residential Office
FUTURE LAND USE CLASSIFICATION:	O; Office
TYPE AND DEFINITION OF VALUE:	The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is a type of value stated as an opinion, that presumes the transfer of a property (i.e. a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal. Furthermore, market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each

**TYPE AND DEFINITION OF
VALUE (CONTINUED):**

acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

INTENDED USE OF REPORT:

For the sole purpose of assisting the client, City of Pensacola, in internal business decisions concerning the purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

INTENDED USER OF REPORT:

City of Pensacola; No other party is entitled to rely upon this report without written consent of the appraiser.

OWNERSHIP INTERESTS VALUED:

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

**DATE OF PROPERTY
INSPECTION:**

April 7, 2022

EFFECTIVE DATE OF VALUE:

April 7, 2022

DATE OF APPRAISAL REPORT:

April 20, 2022

MARKET VALUE CONCLUSION:

\$280,000 (Value of property as is, subject to attached appraisal assumptions and limiting conditions)

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

The three traditional approaches to value real property are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Office properties like the subject in the local market are typically owner-occupied and less frequently leased, so market data was not concluded to be adequate to estimate a credible market rent for the subject. Secondly, due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the interior of the subject property, physically measured the exterior of the first floor of the facility, conducted a personal interview with the designated property contact (owner/occupant), and researched and analyzed comparable sales and listings in the local area. This information was applied in the Sales Comparison Approach to value the fee simple title in the subject, and it was given sole consideration in the final value conclusions. Additionally, the omission of the Cost and Income Capitalization Approaches is not considered to have a negative effect on the credibility of this appraisal. This particular scope of appraisal work is considered to be sufficient to achieve credible assignment results. Additionally, the appraiser reviewed available market surveys and performed on-going interviews with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor the coronavirus issue.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2020) statistics from the U. S. Census Bureau, there are 321,905 residents in Escambia County, which ranked 21st in county population in Florida. Escambia County's population increased by 8.2 percent since 2010, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has an unemployment rate of 3.7 percent, which is fairly similar to those indicated by the state and national averages (3.6 percent and 3.9 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

Neighborhood Description: The subject property is located outside the city limits of Pensacola in a mixed residential and commercial area. The subject neighborhood boundaries are generally defined as West Fairfield Drive on the north, North Palafox Street on the east, West Cervantes Street on the south, and Mobile Highway on the west. Land uses in the general area include retail establishments, offices, convenience stores, strip shopping centers, restaurants, banks, automobile service garages, apartments, residences, mobile homes, warehouses, pawn shops, automobile sales lots, mini-warehouses, churches, motels, and lounges. A focal point of the neighborhood is the full-service Baptist Hospital with 50-acre campus, of which the subject property represents a portion. However, Baptist Hospital is in the process of constructing a new \$636 million hospital outside the neighborhood. This will result in a vacating of the current Baptist Hospital campus with a work force of approximately 3,000 persons. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment.

Summary of Local Office Market: After a number of years of steady growth in the local office market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for office space declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years.

Summary of Local Office Market (Cont'd): The current supply and demand of office properties in the local market are concluded to be fairly well-balanced. It is concluded that this local market, as well as the subject property, should continue this stable/slightly improving trend in the foreseeable future (although this could be impacted by the recent coronavirus pandemic). Based upon the location, quality, and other physical characteristics of the subject property, its overall current relative position within the local marketplace is concluded to be adequate. However, the planned re-location of Baptist Hospital (with approximately 3,000 employees) next year is anticipated to have a negative near-term effect on the subject neighborhood.

Site Description: The subject property is located on the north side of West Moreno Street, between North H and North J Streets. The property is situated immediately adjacent to vacant land and surface parking lots of Baptist Hospital. The interior parcel is rectangular in shape. The site has 80 feet of frontage on the north side of West Moreno Street and an apparent depth of 171 feet. According to the Escambia County Property Appraiser's Office, the property contains 0.3068 acre. This equates by calculation to a land area of 13,364 square feet. Based upon this land area and the 3,191-square foot size of the structure, the indicated land-to-building ratio of the subject is 4.2 to 1.0. This is considered to be relatively adequate when compared to similar properties in the local market.

The property is fairly level and appears to have satisfactory drainage. Public sanitary sewer service is available to the subject. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G).

West Moreno Street is a two-laned roadway in front of the subject. Overall access and visibility of the property are concluded to be adequate.

The subject property is zoned R-2; Residential/Office under the zoning ordinances of the City of Pensacola. The residential/office land use district was established for the purpose of providing for a mixture of residential housing types and densities, and office uses. Residential and office uses shall be allowed within the same structure. When the R-2 zoning district is located in older, developed areas of the city, the zoning regulations are intended to provide for residential or office in full development at a density, character, and scale compatible with the surrounding area. In some cases the R-2 district is also intended as a transition area between commercial and residential uses.

The R-2 zoning district allows for such uses as single-family dwellings, multi-family attached dwellings, community residential homes, cemeteries, home occupations, municipally-owned parks, schools, day care centers, private clubs that are not operated as commercial enterprises, boarding houses, office buildings, hospitals, libraries, churches, and accessory structures.

This zoning district also contains a number of certain restrictions such as minimum front, rear, and side yard areas, maximum building height requirements, and a maximum lot coverage ratios. Additionally, on-site parking regulations, tree/landscape regulations, and storm water management must meet certain guidelines. The indicated unit density for multiple-family attached dwellings is 35 units per acre. The present office use of the subject property is apparently permitted by the current R-2 zoning classification. The property has a Future Land Use Classification of Office.

Description of Improvements: The subject improvements consist of a historic two-story office building which based upon the appraiser's measurements and calculations, and data from the Escambia County Property Appraiser's Office, contains a total of approximately 3,191 square feet. The property is occupied by the owner (Marketing Department of Baptist Hospital). This facility is constructed of a wood frame with wood exterior walls on an above-grade foundation. The roof cover is primarily of a dimensional shingle material. The building has an eave height of approximately 10 to 11 feet which provides for atypically high (favorable) interior ceiling heights.

The first-floor space contains approximately 2,171 square feet, and it consists of a reception area, a meeting room, multiple private offices, a small kitchen, and five restrooms. The 1,020-square foot second-floor area is accessed by an interior staircase. This upstairs space has two offices, one restroom, and several attic-storage areas. The atypically-high ceilings of the downstairs space are concluded to be favorable. A copy of the floor plans of the facility is presented in the addendum of the appraisal report. The interior finish of this structure is considered to be of relatively average quality as it generally consists of carpeted and wood flooring, sheetrock interior walls, and wood ceilings.

According to two separate reliable sources, the building is reported to have been constructed in either 1892 or 1901 as the Kupfrian House, but it has been renovated in subsequent years. Overall, the facility is considered to be in relatively average physical condition. Its effective age is estimated to be approximately 30 to 35 years.

The subject site improvements consist of a covered entry porch with a wooden handicap ramp on the front of the building, an emergency exterior fire escape, asphalt paving, concrete sidewalks, paved parking spaces, concrete curb cuts, chain-link fencing, and adequate landscaping. Overall, the subject structure and site improvements are considered to be physically well-adapted to the site.

SALES HISTORY OF SUBJECT PROPERTY:

The subject property is currently owned by Baptist Hospital, Inc. According to the public records, the property was acquired by the current owner a number of years ago. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. However, the client is interested in purchasing the property and the adjoining excess land.

HIGHEST AND BEST USE:

Highest and best use may be defined as "The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable. The analysis of the highest and best use of the subject property as if vacant and as currently improved is presented on the following page.

Highest and best use as if vacant. The first test of highest and best use is legally permissible uses. The legally permissible uses of the subject site include single-family dwellings, multi-family attached dwellings, community residential homes, cemeteries, home occupations, municipally-owned parks, schools, day care centers, private clubs that are not operated as commercial enterprises, boarding houses, office buildings, hospitals, libraries, churches, and accessory structures. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

The second test of highest and best use is physically possible uses. The subject is comprised of a 13,364-square foot land parcel with adequate shape, frontage on a paved road, and level topography. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. The third test of highest and best use is financially feasible uses. Based upon investor's desired returns on real estate investments in the local market, the zoning, size, and physical characteristics, the neighborhood and local market conditions, and the location of the subject parcel, and the local market and subject neighborhood conditions, an office or residential use is concluded to be financially feasible. The fourth test of highest and best use is maximally-productive use. From the above analysis, the maximally productive use of the subject site as though it were vacant is concluded to be an office or residential use. Therefore, the highest and best use of the property as though it were vacant is concluded to be an office or residential use.

Highest and best use as improved. The legally permissible uses of the subject property as currently improved are summarized above. Of these activities that are legally permissible of the subject property as improved, those considered to be physically possible are office, retail, and storage uses. Based upon the age and condition of the building, a demolition and redevelopment of the subject site would not result in a higher return to the land than is currently being achieved. The current office activity is therefore concluded to represent a financially feasible use of the property as currently improved. Furthermore, the subject office activity is considered to represent the maximally productive use of the property as currently improved. In conclusion, the highest and best use of the property as currently improved is the existing office use.

APPRAISAL PROCESS:

The three traditional approaches to estimate the value of the income-producing properties are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

SALES COMPARISON APPROACH:

The Sales Comparison Approach is an appraisal method in which an appraiser derives a value indication by comparing the property being appraised to similar properties that have recently sold, applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties. Additionally, this valuation approach is based upon the principle of substitution in which the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time.

The performing of the Sales Comparison Approach to valuation is considered to be sufficient to achieve credible results for this appraisal assignment. As previously discussed, the Cost and Income Capitalization Approaches were deemed to not be appropriate in this appraisal.

A summary of the Sales Comparison Analysis for Improved Portion (Office- Parcel A) is attached.

SUMMARY OF SALES COMPARISON APPROACH (OFFICE PROPERTY):

A summary of the data pertaining to improved sales considered to be similar to the subject is presented below. Detailed information and photographs of each of these comparables, and a location map are presented in the addendum of this appraisal report.

COMP. RECORD NO.	NO.	LOCATION	DATE OF SALE	SALE PRICE	SQ. FT.	PRICE/ SQ. FT.
1	8742	700 West Garden Street	10/26/20	\$300,000	3,467	\$86.53
2	8822	400 West Cervantes Street	12/01/20	\$359,000	4,002	\$89.71
3	8723	529 Fontaine Street	10/06/20	\$220,000	2,161	\$101.80
4	8817	4709 Scenic Highway	04/23/21	\$560,000	5,088	\$110.06
5	8555	15 West La Rua Street	07/03/19	\$515,000	4,539	\$113.46

The above building sales represent properties considered generally comparable to the subject. The office facilities range in size from 2,161 to 5,088 square feet, which is reflective of the size of the subject building. All are located throughout the general Pensacola area. The effective building ages range from approximately 15 to 35 years, which is fairly reflective of the subject. The above comparables range in price from \$220,000 to \$560,000. Before adjustments, these comparables indicate a unit price range of \$86.53 to \$113.46 per square foot of building area, including the land and site improvement contribution.

Various price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, building size, building age, condition, and quality, land-to-building ratio, and zoning, when compared to the subject. The percentage price adjustments utilized in this analysis are considered to be reflective of the degree of the differences in the characteristics of the comparables, relative to the subject property. A summary of the varying characteristics of the comparables, when compared to the subject, and related price adjustments is presented below.

Property Rights Conveyed

All of the comparables involve transactions which conveyed fee simple title in the respective properties. This is consistent with that of the subject, so no price adjustments were considered necessary for this element of comparison.

Atypical Financing Terms

Each comparable consisted of a purchase arrangement of cash to the seller or financing equivalent to market terms. Since the appraisal of the subject property is based upon cash or its equivalent terms, no price adjustment was made for this feature.

Conditions of Sale

All of the comparables are concluded to be based upon an arm's length transaction without undue duress or influence. Accordingly, no price adjustments were deemed necessary for conditions of sale.

Market Conditions (Time)

The comparable sales were transacted between July, 2019 and April of last year (2021). When compared to the subject, small upward unit price adjustments were considered to be necessary to each of the sales to account for the slightly improved local market conditions that have occurred since these sales were transacted.

Location

The locations of all of the comparables were concluded to be superior to that of the subject. Accordingly, downward unit price adjustments were made to each comparable for location when compared to the subject. The largest of these adjustments was made to Comparable No. 1 based upon its superior location on West Garden Street in Downtown Pensacola.

Building Size

The sizes of the comparable buildings range from 2,161 to 5,088 square feet. When compared to the 3,191-square foot size of the subject building, a small downward unit price adjustment was made to Comparable No. 3 (2,161 square feet) for this element of comparison in this analysis.

Building Age, Condition, and Quality

The overall building age, physical condition and quality of all of the comparables were considered to be somewhat dissimilar to the subject. Therefore, varying unit price adjustments were made to each comparable for these characteristics.

Land-to-Building Ratio

The land-to-building ratios of Comparable Nos. 1, 2, and 5 were fairly similar to that of the subject (of 4.2 to 1.0). However, Comparable Nos. 3 and 4 had slightly higher (superior) land-to-building ratios, relative to the subject. Accordingly, downward unit price adjustments were made to these two particular comparables for this characteristic in this analysis.

Zoning

The zoning classifications of Comparable Nos. 4 and 5 were considered to be generally similar (equivalent) to that of the subject (R-2). However, small downward unit price adjustments were considered necessary to Comparable Nos. 1, 2, and 3 to account for their superior zoning classifications, when compared to the subject.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$74.11 to \$91.05 per square foot. In placing most weight on Comparable No. 3, which is the most recent sale that also resulted in the least price adjustments, a unit value towards the upper end of the above range is concluded to be appropriate for the subject. Therefore, a value of \$87.50 per square foot of building area is estimated for this valuation. This concluded unit value is fairly well-bracketed by both the adjusted and the unadjusted unit price ranges of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

SUMMARY OF VALUATION CONCLUSION (IMPROVED - PORTION)

3,191 SQ. FT.	x	\$87.50/SQ. FT.	=	\$279,213
		ROUNDED TO:		<u>\$280,000</u>

The above total value estimate of \$280,000 is well within the total sales price range of \$220,000 to \$560,000 that is indicated by the above comparables. This is concluded to be reasonable based upon the overall characteristics of the subject property, along with the current market conditions.

s22-0035 grid

SUMMARY OF BUILDING SALES ADJUSTMENTS
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	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4	Comp. No. 5
Index Number	8742	8822	8723	8817	8555
Total Sales Price	\$300,000	\$359,000	\$220,000	\$560,000	\$515,000
Square Feet	3,467	4,002	2,161	5,088	4,539
Price Per Square Foot	\$86.53	\$89.71	\$101.80	\$110.06	\$113.46
<u>Price Adjustments</u>					
Property Rights Conveyed	0%	0%	0%	0%	0%
Adjusted Unit Price	\$86.53	\$89.71	\$101.80	\$110.06	\$113.46
Atypical Financing Terms	0%	0%	0%	0%	0%
Adjusted Unit Price	\$86.53	\$89.71	\$101.80	\$110.06	\$113.46
Conditions of Sale	0%	0%	0%	0%	0%
Adjusted Unit Price	\$86.53	\$89.71	\$101.80	\$110.06	\$113.46
Market Conditions (Time)	4%	4%	4%	3%	7%
Adjusted Unit Price	\$89.99	\$93.29	\$105.88	\$113.36	\$121.40
<u>Adjustments- Physical Characteristics</u>					
Location	-20%	-15%	-10%	-10%	-15%
Building Size	--	--	-5%	--	--
Age/Condition/Quality	10%	15%	--	-5%	-10%
Land-to-Building Ratio	--	--	-10%	-5%	--
Zoning	-5%	-5%	-5%	--	--
Other	--	--	--	--	--
Cumulative (Net) Adjustments	-15%	-5%	-30%	-20%	-25%
Adjusted Price Per Square Foot	\$76.49	\$88.63	\$74.11	\$90.69	\$91.05

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the fee simple title in the subject property (Improved Portion) as is, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property as is, based upon the appraisal assumptions and limiting conditions that are presented on the following pages as of April 7, 2022 is estimated to be \$280,000. It should be noted that no personal property, fixtures, or intangible items are included in this opinion of market value.

Exposure time is defined by USPAP as an opinion, based upon supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 84 to 657 days (2.8 to 21.9 months) before being sold. However, a shorter marketing period has been more typical of a majority of commercial properties which have recently sold in the local market. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 12 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 12 months.

A summary of the valuation of Subject Property Excess Land is presented on the following pages.

VALUATION OF EXCESS LAND

PROPERTY LOCATION:	1308 West Moreno Street (Parcel B) and 1000 West Moreno Street (Parcel C- Parent Tract), Pensacola, Escambia County, Florida 32501
PROPERTY TYPE:	Vacant Land
REPORTED PROPERTY OWNERS:	Baptist Health Care Corporation (Parcel B) Baptist Hospital, Inc. (Parcel C)
OCCUPANT:	N/A
TAX ACCOUNT NOS.:	06-3117-100 (Parcel B) 14-4143-000 (Parcel C – Parent Tract)
PARCEL IDENTIFICATION NOS.:	30-2S-30-1001-004-041 (Parcel B) 00-0S-00-9050-001-058 (Parcel C – Parent Tract)
CURRENT PROPERTY TAX ASSESSMENT:	Not Applicable; As previously mentioned, the subject property is comprised of a portion of a larger parent tract (tax account). It should be noted that there are no unpaid property taxes as the current owner is exempt from real estate taxation based upon its not-for-profit status.
LEGAL DESCRIPTION:	A legal description of the subject excess land was not available to the appraiser for this valuation. However, a legal description of the parent tract of the subject property obtained from the Escambia County Property Appraiser's is presented in the addendum of this appraisal report.
ZONING CLASSIFICATION:	R-2; Residential/Office
FUTURE LAND USE CLASSIFICATION:	O; Office
ESTIMATED EXPOSURE TIME:	3 to 9 Months
ESTIMATED MARKETING TIME:	3 to 9 Months

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is a type of value stated as an opinion, that presumes the transfer of a property (i.e. a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal. Furthermore, market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

INTENDED USE OF REPORT: For the sole purpose of assisting the client, City of Pensacola, in internal business decisions concerning the purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

INTENDED USER OF REPORT: City of Pensacola; No other party is entitled to rely upon this report without written consent of the appraiser.

OWNERSHIP INTERESTS VALUED: Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

DATE OF PROPERTY INSPECTION: April 7, 2022

EFFECTIVE DATE OF VALUE: April 7, 2022

DATE OF APPRAISAL REPORT: April 20, 2022

FINAL ESTIMATE OF VALUE: \$220,000 (Value of property as unimproved, subject to attached appraisal assumptions and limiting conditions)

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the appraisal problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject site, conducted a personal interview with the designated property contact (owner) and researched and analyzed comparable land sales and offerings in the local area. This information was applied in the Sales Comparison Approach to value the subject land parcel.

PROPERTY DESCRIPTION: The subject property is located at the northeast corner of West Moreno Street and North J Street. The property is situated immediately adjacent to Subject Parcel A, the remainder of the Baptist Hospital property, and residences. The corner parcel is regular in shape. The site has a total of 268.5 feet of frontage on the north side of West Moreno Street and a combined total of approximately 328 feet of frontage on the east side of North J Street.

It is estimated for this appraisal that the subject property's excess land contains approximately 2.4 acres. As previously mentioned, it is recommended that the client obtain a boundary survey with indicated land area from a qualified and licensed professional to ascertain this particular property characteristic.

The property is fairly level and appears to have satisfactory drainage. It is cleared of underbrush, and its northern portion is utilized for surface parking purposes. The parcel is well-landscaped and it is partially-fenced. The western vicinity of the parcel was utilized for storm water retention purposes in support of a former building that was previously situated on the property. Based upon the appraiser's research and analysis for this assignment, it is concluded that this storm water retention is no longer required for this particular purpose. Accordingly, this appraisal is based upon the extraordinary assumption that the current storm water retention activity on the western portion of the property, as previously required for the former building, is no longer required which results in this particular land area being legally developable. It should be noted that the use of this extraordinary assumption may affect the value conclusion in this appraisal.

Public sanitary sewer service is available to the subject. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G).

Both West Moreno Street and North J Street are two-laned roadways in front of the subject. Overall access and visibility of the property are concluded to be adequate.

The subject property is zoned R-2; Residential/Office under the zoning ordinances of the City of Pensacola. The residential/office land use district was established for the purpose of providing for a mixture of residential housing types and densities, and office uses. Residential and office uses shall be allowed within the same structure. When the R-2 zoning district is located in older, developed areas of the city, the zoning regulations are intended to provide for residential or office in full development at a density, character, and scale compatible with the surrounding area. In some cases the R-2 district is also intended as a transition area between commercial and residential uses.

The R-2 zoning district allows for such uses as single-family dwellings, multi-family attached dwellings, community residential homes, cemeteries, home occupations, municipally-owned parks, schools, day care centers, private clubs that are not operated as commercial enterprises, boarding houses, office buildings, hospitals, libraries, churches, and accessory structures.

This zoning district also contains a number of certain restrictions such as minimum front, rear, and side yard areas, maximum building height requirements, and a maximum lot coverage ratios. Additionally, on-site parking regulations, tree/landscape regulations, and storm water management must meet certain guidelines. The indicated unit density for multiple-family attached dwellings is 35 units per acre. The property has a Future Land Use Classification of Office.

SALES HISTORY OF SUBJECT PROPERTY:

Subject Parcel B is currently owned by Baptist Health Care Corporation. Subject Parcel C (Parent Tract) is currently owned by Baptist Hospital, Inc. According to the public records, Both Parcel B and Parcel C (Parent Tract) were acquired by the current owner a number of years ago. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. However as previously mentioned, the client is interested in purchasing the property and the adjoining office property (Parcel A).

HIGHEST AND BEST USE:

Highest and best use may be defined as “The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable. The analysis of the highest and best use of the subject property as vacant is below.

Highest and best use as vacant. The first test of highest and best use is legally permissible uses. The legally permissible uses of the subject site include single-family dwellings, multi-family attached dwellings, community residential homes, cemeteries, home occupations, municipally-owned parks, schools, day care centers, private clubs that are not operated as commercial enterprises, boarding houses, office buildings, hospitals, libraries, churches, and accessory structures. These land uses are generally compatible with other property types in the subject neighborhood.

The second test of highest and best use is physically possible uses. The subject is comprised of a 2.4-acre land parcel with adequate shape, frontage on two paved roads, and level topography. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. The third test of highest and best use is financially feasible uses. Based upon investor’s desired returns on real estate investments in the local market, the zoning, size, and physical characteristics, the neighborhood and local market conditions, and the location of the subject parcel, and the local market and subject neighborhood conditions, a high-density residential use is concluded to be financially feasible. The fourth test of highest and best use is maximally-productive use. From the above analysis, the maximally productive use of the subject site as vacant is concluded to be a high-density residential use. Therefore, the concluded highest and best use of the property as currently vacant is a high-density residential use.

Highest and best use as improved. The highest and best use of the property as improved is not applicable for this valuation since the subject property is vacant/unimproved.

SUMMARY OF LAND VALUATION ANALYSIS (EXCESS LAND):

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. Detailed information pertaining to each of these comparables, site plans and aerial photographs, and a location map are presented at the conclusion of this appraisal report.

COMP. NO.	RECORD NO.	LOCATION	DATE OF SALE	SALE PRICE	ACRES	PRICE/ACRE
1	1341	1201 North P Street	12/17/21	\$250,000	3.6449	\$68,588.99
2	1327	3055 East Johnson Avenue	04/29/21	\$160,000	1.944	\$82,304.53
3	1121	2879 East Olive Road	04/10/20	\$255,000	2.5	\$102,000.00
4	1263	2475 East Johnson Avenue	12/06/21	\$200,000	1.9274	\$103,766.73

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 1.9 to 3.6 acres, which is reflective of the size of the subject. All are suitable for a high-density residential type of use. Each is located throughout the general Pensacola area. These comparables range in price from \$160,000 to \$255,000, which equates to a unit price of \$68,589 to \$103,767 per acre.

Various price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, and zoning when compared to the subject. The percentage price adjustments utilized in this analysis are considered to be reflective of the degree of the differences in the characteristics of the comparables, relative to the subject property. A summary of the varying characteristics of the comparables, when compared to the subject, and related price adjustments is presented below.

Property Rights Conveyed

All of the comparables involve transactions which conveyed fee simple title in the respective properties. This is consistent with that of the subject, so no price adjustments were considered necessary for this element of comparison.

Atypical Financing Terms

Each comparable consisted of a purchase arrangement of cash to the seller or financing equivalent to market terms. Since the appraisal of the subject property is based upon cash or its equivalent terms, no price adjustments were made for this feature.

Conditions of Sale

All of the comparables are concluded to be based upon an arm's length transaction without undue duress or influence. Accordingly, no price adjustments were deemed necessary for conditions of sale.

Market Conditions (Time)

The comparable sales were transacted between April, 2020 and December of last year (2021). When compared to the subject, small upward unit price adjustments were considered to be necessary to each of the sales to account for the improved local market conditions that have occurred since these sales were transacted.

Location

The locations of each of the comparables were concluded to be dissimilar to that of the subject. Accordingly, varying unit price adjustments were made to all of the comparables for location when compared to the subject. The largest of these adjustments were made to Comparable No. 1 based upon its inferior superior location on North P Street, west of North Pace Boulevard.

Land Size

The land sizes of the comparables range from 1.9 to 3.6 acres. When compared to the 2.4-acre size of the subject parcel, a small upward unit price adjustment was made to Comparable No. 1 for this element of comparison in this analysis.

Shape of Parcel

The parcel shapes of Comparable Nos. 1, 2, and 3 were fairly regular and therefore concluded to be generally similar to that of the subject. Accordingly, no unit price adjustments were concluded to be necessary to these particular comparables for this element of comparison. However, a small upward unit price adjustment was made to Comparable No. 4 based upon its relatively long and narrow shape.

Access/Road Frontage

The access and extent of relative road frontage of Comparable Nos. 2, 3, and 4 were deemed to be slightly inferior to the subject. Accordingly, small upward adjustments were made to these particular comparables in this analysis.

Topography

No price adjustments were considered necessary to the comparables based upon their having similar topographies.

Utilities Availability

The availability of utilities to each of the comparables was deemed to be generally similar to that of the subject. Accordingly, no price adjustments were concluded necessary for this element of comparison.

Zoning

The zoning classifications of Comparable Nos. 1, 3, and 4 were considered to be generally similar to that of the subject (R-2). However, a small upward unit price adjustment was considered necessary to Comparable No. 2 to account for its inferior HDR zoning classification, when compared to the subject.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$84,774 to \$99,564 per acre. In placing least weight on Comparable No. 3, which is the oldest sale that also resulted in the greatest price adjustments, a unit value towards the middle of the above range is concluded to be appropriate for the subject. Therefore, a value of \$90,000 per acre is estimated for this valuation. This concluded unit value is well-bracketed by both the adjusted and the unadjusted unit price ranges of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property (excess land) from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

SUMMARY OF LAND VALUATION CONCLUSION – EXCESS LAND

2.4 ACRES	x	\$90,000/ACRE	=	\$216,000
		ROUNDED:		<u>\$220,000</u>

The above total land value estimate is well within the total sales price range of \$160,000 to \$255,000 that is indicated by the above comparables. This is concluded to be reasonable based upon the overall characteristics of the subject property, along with the current market conditions.

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SUMMARY OF LAND SALES ADJUSTMENTS

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	1341	1327	1121	1263
Total Sales Price	\$250,000	\$160,000	\$255,000	\$200,000
Land Size (Acres)	3.6449	1.944	2.5	1.9274
Price Per Acre	\$68,588.99	\$82,304.53	\$102,000.00	\$103,766.73
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$68,588.99	\$82,304.53	\$102,000.00	\$103,766.73
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$68,588.99	\$82,304.53	\$102,000.00	\$103,766.73
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$68,588.99	\$82,304.53	\$102,000.00	\$103,766.73
Market Conditions (Time)	1%	3%	6%	1%
Adjusted Unit Price	\$69,274.88	\$84,773.66	\$108,120.00	\$104,804.40
<u>Adjustments- Physical Characteristics</u>				
Location	20%	-10%	-20%	-15%
Size of Land	5%	--	--	--
Shape of Parcel	--	--	--	5%
Access/Road Frontage	--	5%	5%	5%
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	--	5%	--	--
Other Features	--	--	--	--
Cumulative (Net) Adjustments	25%	0%	-15%	-5%
Adjusted Price Per Acre	\$86,593.60	\$84,773.66	\$91,902.00	\$99,564.18

SUMMARY OF VALUE OF TWO PARCELS, AS A COMBINED WHOLE

In valuing two or more individual properties as a combined whole, a discounting of the sum of the individual values is often considered to be appropriate. In valuing the entire subject property (office portion and excess land) as a combined whole, a discount of 5.0 percent is concluded to be appropriate to entice a single buyer to purchase the entire 2.7-acre property as a whole. Therefore, the value of the entire property, as combined, is shown below.

MARKET VALUE – IMPROVED PORTION:	\$280,000
MARKET VALUE – EXCESS LAND:	<u>+\$220,000</u>
SUM OF VALUES (IMPROVED AND EXCESS LAND):	\$500,000
LESS 5.0% DISCOUNT:	- <u>\$ 25,000</u>
TOTAL INDICATED VALUE:	<u>\$475,000</u>

In conclusion, the market value of the fee simple title in the entire property (Improved Portion and Excess Land, as combined), in its as is condition as of April 7, 2022, based upon the conditions of this appraisal, is estimated to be \$475,000. It should be noted that no personal property, fixtures, or intangible items are included in this opinion of market value. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola.**

Attached are the assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, site plans, plot plans, a copy of aerial photographs, a building sketch and floor plan, legal descriptions of parent tract, a flood zone map, zoning maps, comparable sales data sheets and photographs, site plans and aerial photographs, comparable sales location maps, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Office properties like the subject (Parcel A) in the local market are typically owner-occupied and not frequently leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola**.
24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.

25. This valuation is contingent upon a survey, legal description, and land and building area calculations being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.
26. The appraisal does not include Furniture, Fixtures, or Equipment (F F & E).
27. Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. However, as of the effective date of this appraisal, the subject property value is not considered to have been impacted by the coronavirus. The appraiser has reviewed available market surveys and performed on-going interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this issue.

EXTRAORDINARY APPRAISAL ASSUMPTION:

1. The appraisal of the subject's excess land is based upon the extraordinary assumption that the current storm water retention activity on the western portion of the property, as previously required for a former building, is no longer required which results in this particular land area being legally developable. It should be noted that the use of this extraordinary assumption may affect the value conclusion in this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", followed by a stylized flourish.

Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665



Ron DeSantis, Governor

Julie I. Brown, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SHERRILL, CHARLES C JR PA

2803 EAST CERVANTES STREET SUITE C
PENSACOLA FL 32503

LICENSE NUMBER: RZ1665

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property – Office Property (Parcel A)



Front View of Subject Building – Office Property (Parcel A)

PHOTOGRAPHS OF SUBJECT PROPERTY



Rear View of Subject Building – Office Property (Parcel A)



Interior View of Subject Building – Office Property (Parcel A)

PHOTOGRAPHS OF SUBJECT PROPERTY



Interior View of Subject Building – Office Property (Parcel A)



Front View of Subject Excess Land (West Moreno/North J Streets)

PHOTOGRAPHS OF SUBJECT PROPERTY



Side View of Subject Excess Land From North J Street



Interior View of Subject Excess Land

PHOTOGRAPHS OF SUBJECT PROPERTY



Interior View of Subject Excess Land

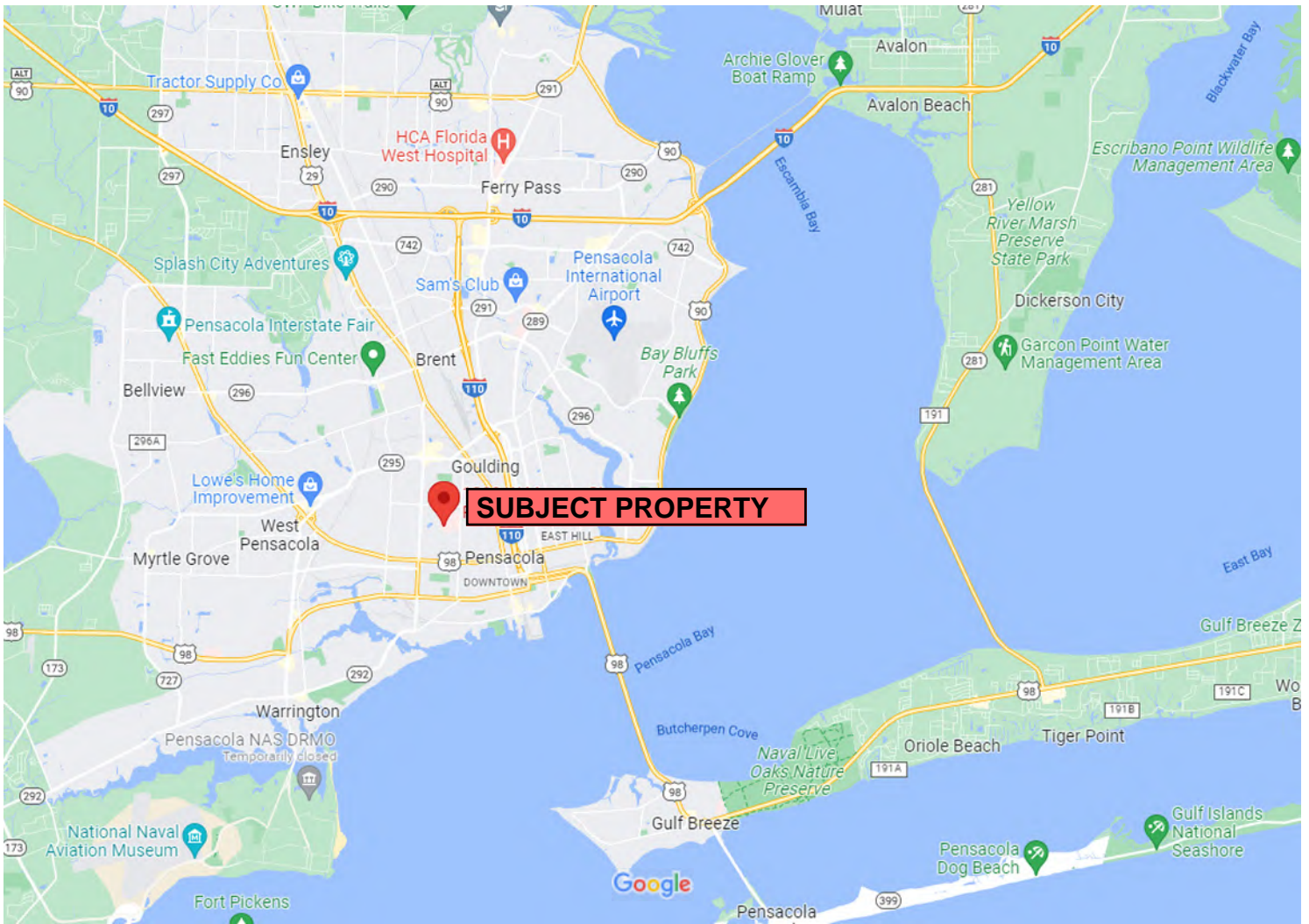


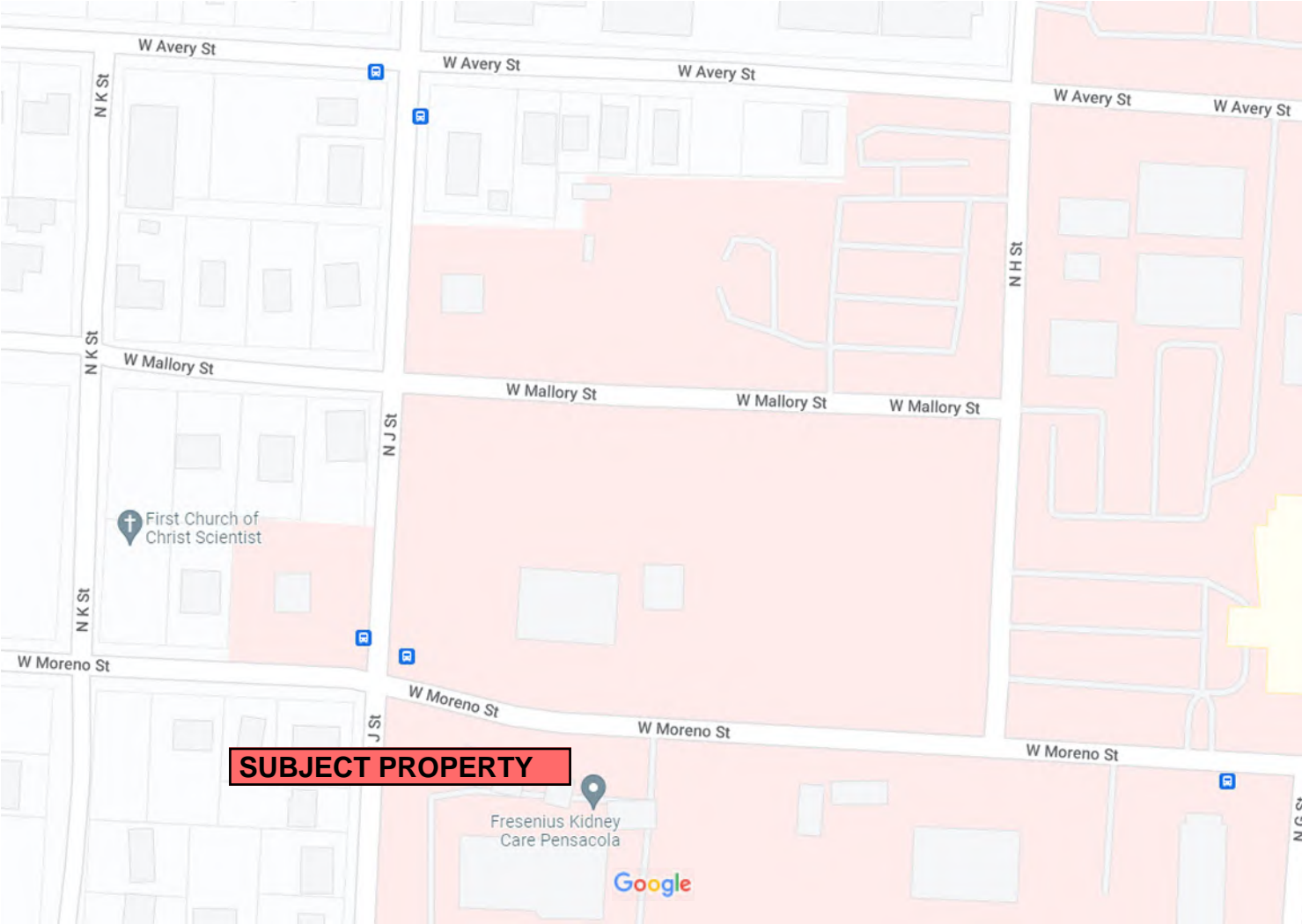
Subject Street Scene From West Moreno Street

PHOTOGRAPHS OF SUBJECT PROPERTY



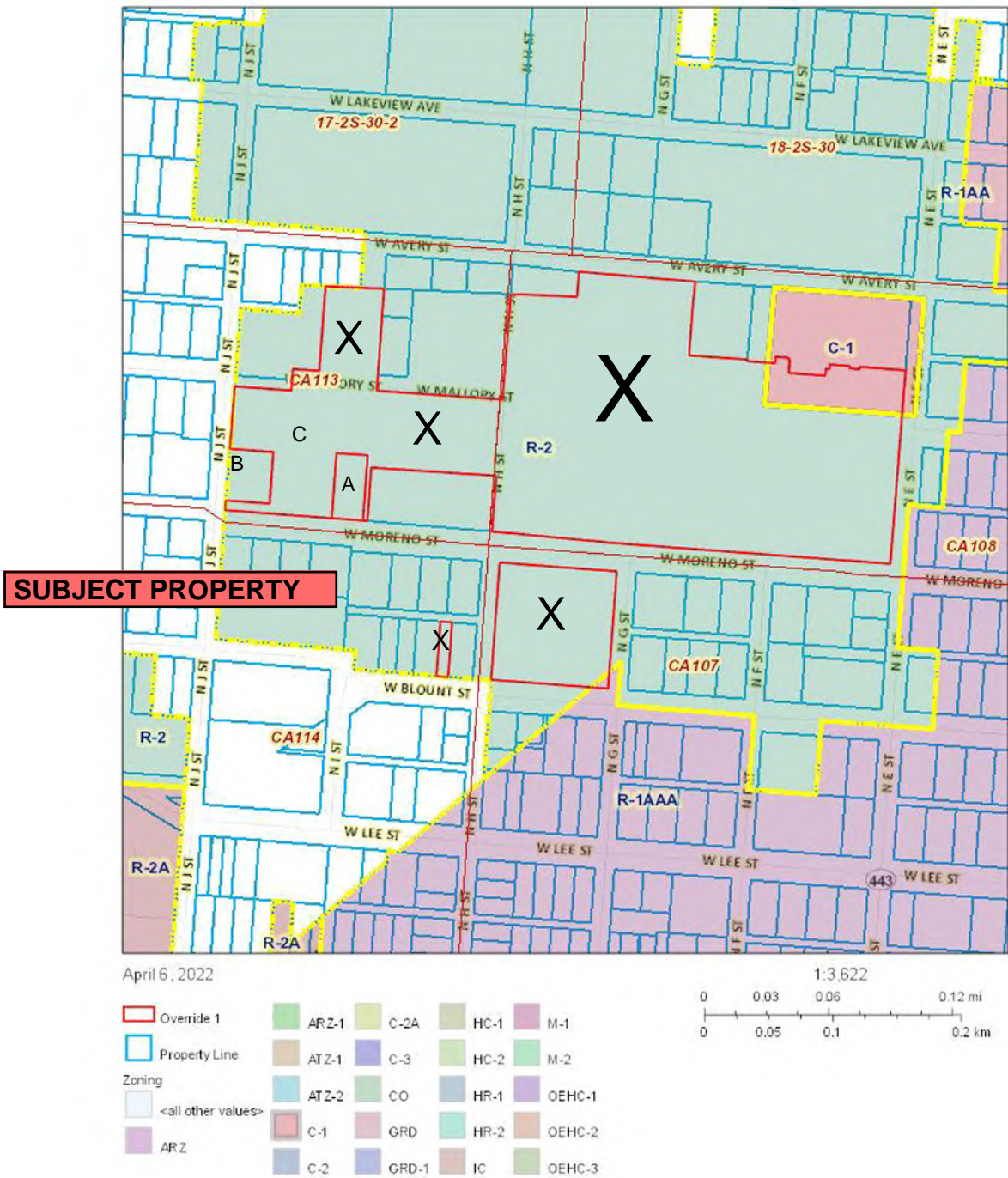
Subject Street Scene From North J Street



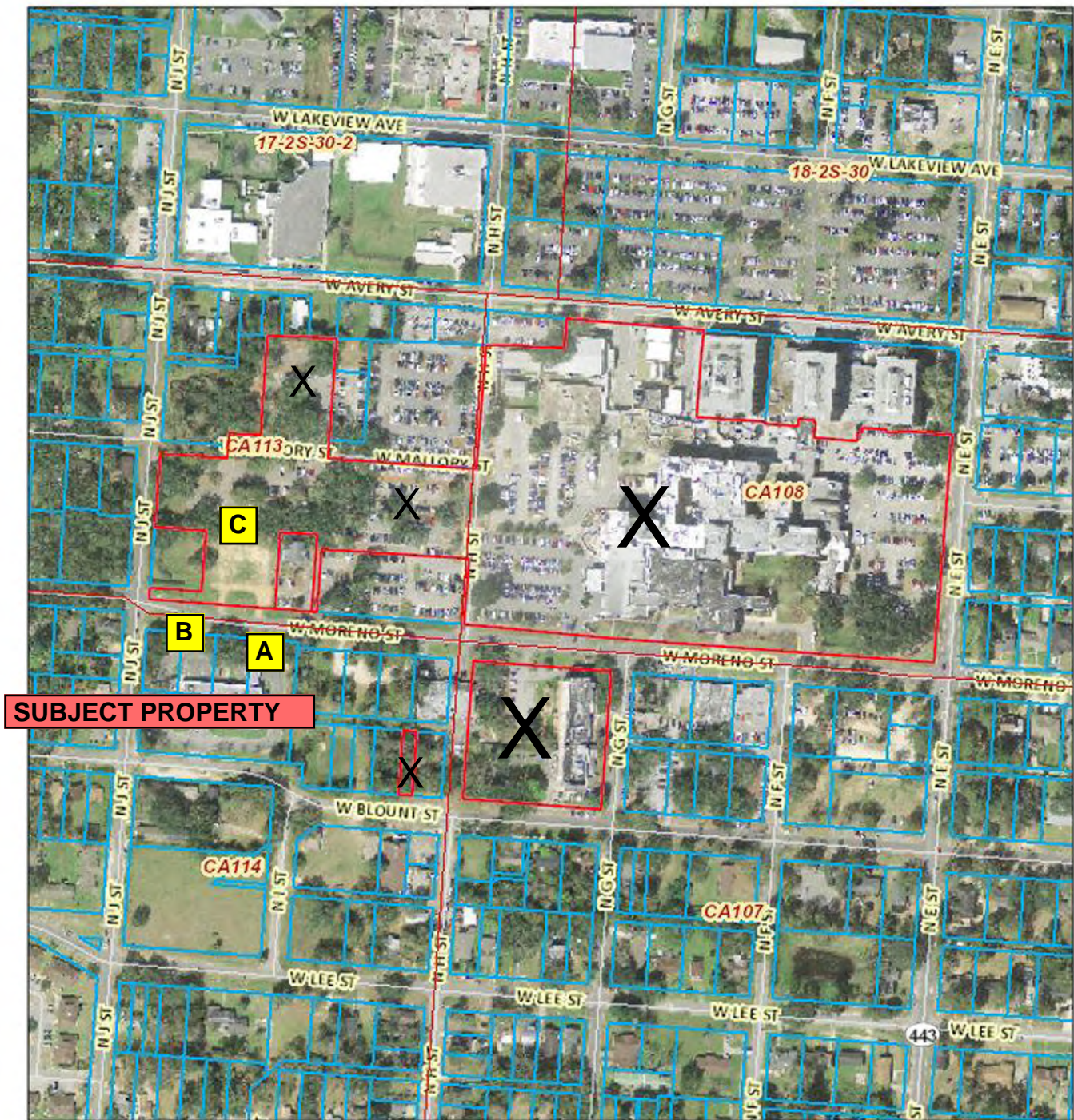


Map data ©2022 100 ft

PARENT TRACT



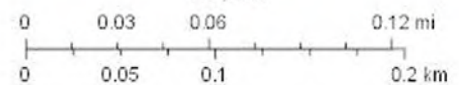
PARENT TRACT



April 6, 2022

1:3,622

- Override 1
- Property Line
- Map Grid



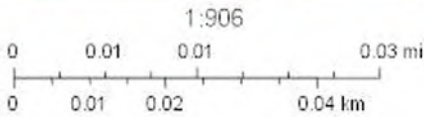
PARENT TRACT



April 6, 2022

- Override 1
- Property Line
- Map Grid

Office-Portion
(Parcel A)



PARCEL A



April 6, 2022




- ▭ Override 1
- ▭ Property Line
- ▭ Boundary
- ▭ Map Grid

1:556
0 0 0.01 0.02 mi
0 0.01 0.01 0.03 km

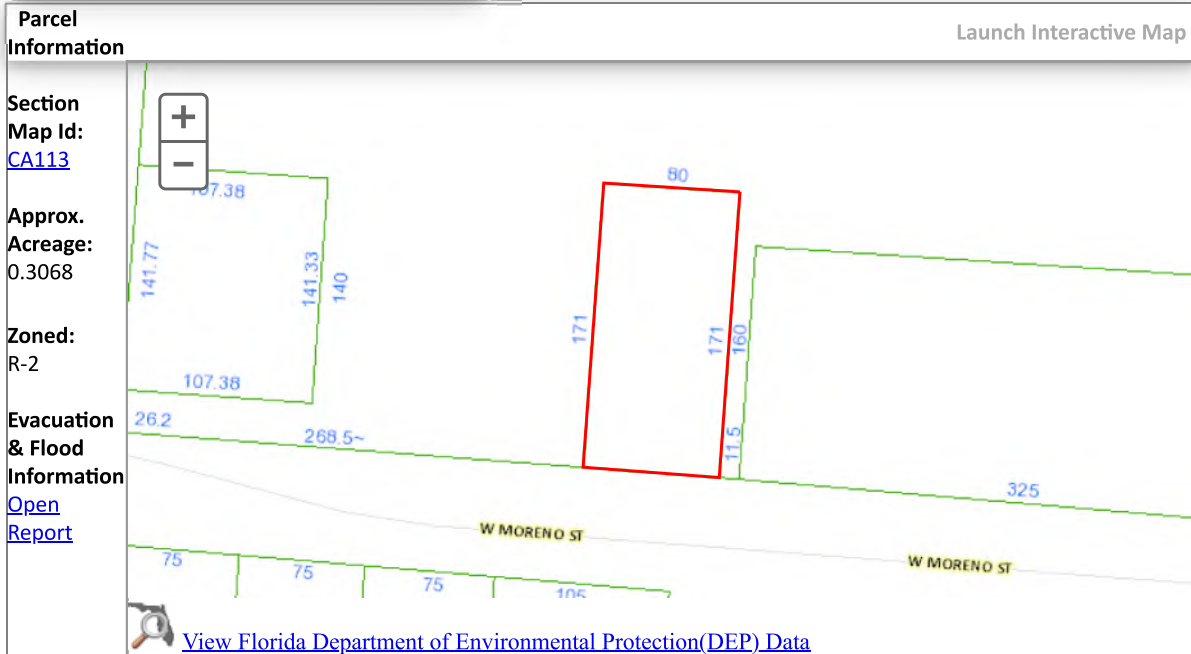
PARCEL A

General Information					
Parcel ID:	000S009050025079				
Account:	144218500				
Owners:	BAPTIST HOSPITAL INC				
Mail:	1000 W MORENO ST PENSACOLA, FL 32501				
Situs:	1300 W MORENO ST 32501				
Use Code:	OFFICE, MULTI-STORY				
Taxing Authority:	PENSACOLA CITY LIMITS				
Tax Inquiry:	Open Tax Inquiry Window				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector					

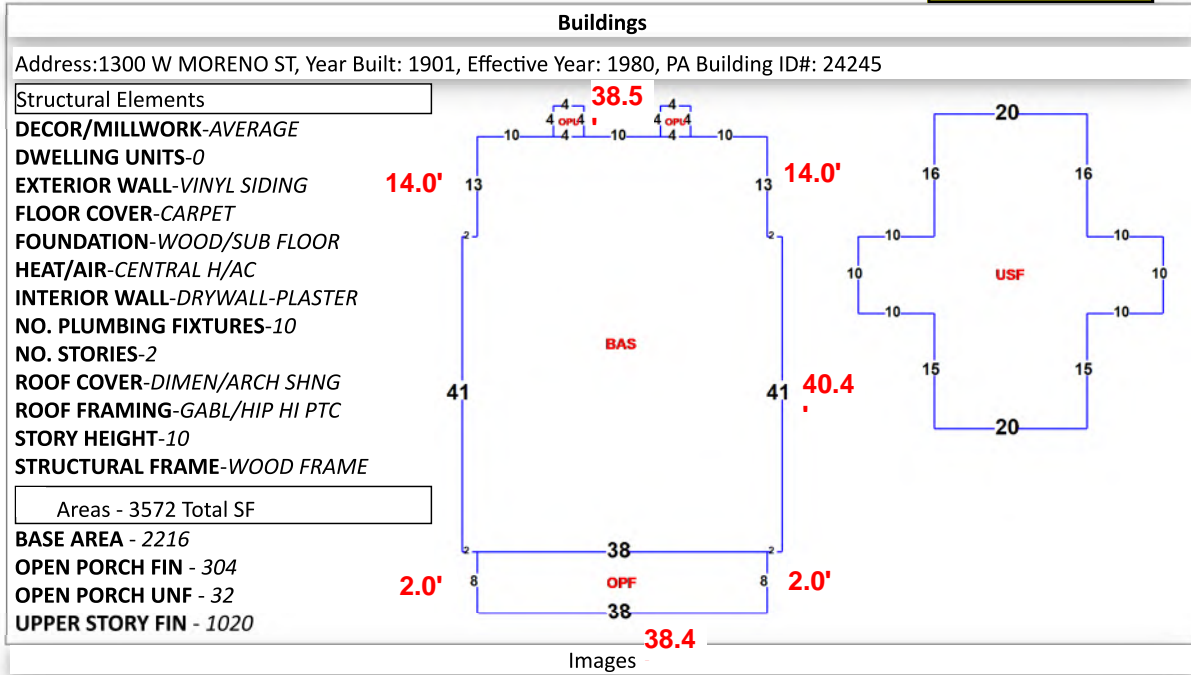
Assessments				
Year	Land	Imprv	Total	Cap Val
2021	\$20,046	\$196,134	\$216,180	\$215,262
2020	\$20,046	\$175,647	\$195,693	\$195,693
2019	\$20,046	\$164,799	\$184,845	\$184,845
Disclaimer				
Market Value Breakdown Letter				
Tax Estimator				
Download Income & Expense Survey				

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1996	3902	752	\$190,000	WD	
02/1989	2666	118	\$100	WD	
06/1983	1791	786	\$100	WD	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2021 Certified Roll Exemptions
FRATERNAL AND OTHER
Legal Description
BEG AT SE COR BLK 79 NORTH HILL HIGHLAND PLAT DB 62 P 244 WLY ALG S LI OF BLK 311 50/100 FT FOR POB CONT SD...
Extra Features
ASPHALT PAVEMENT CONCRETE WALKS



PARCEL A



**Second-Floor
Space**



4/18/2018 12:00:00 AM

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

First Floor:

$$40.4' \times 40.4' = 1,632.2 \text{ Sq. Ft.}$$

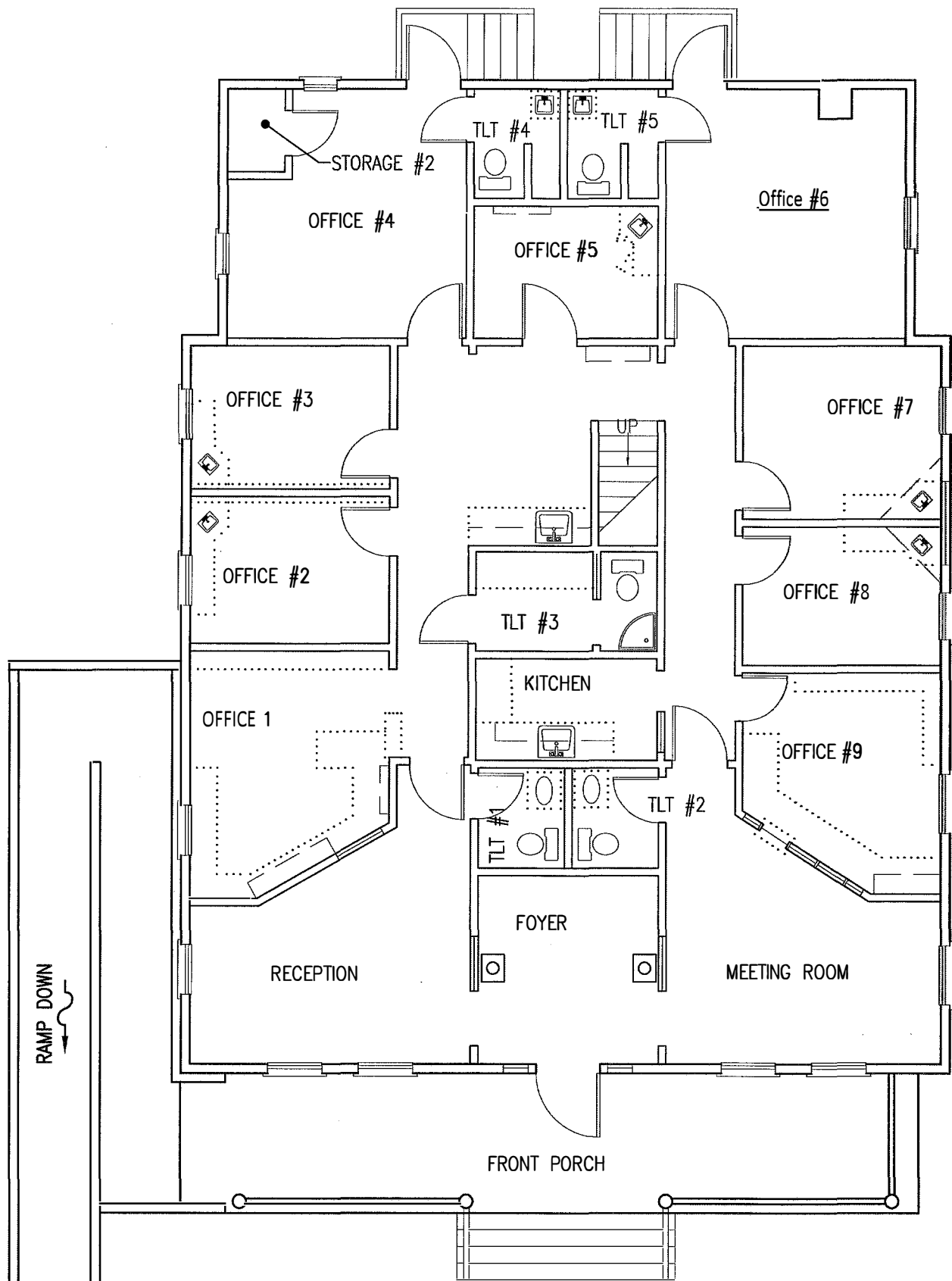
$$38.5' \times 14.0' = 539 \text{ Sq. Ft.}$$

$$2,171 \text{ Sq. Ft.}$$

$$\text{Second Floor: } 1,020 \text{ Sq. Ft.}$$

$$3,191 \text{ Sq. Ft.}$$

Floor Plans Are Presented on the Following Pages.



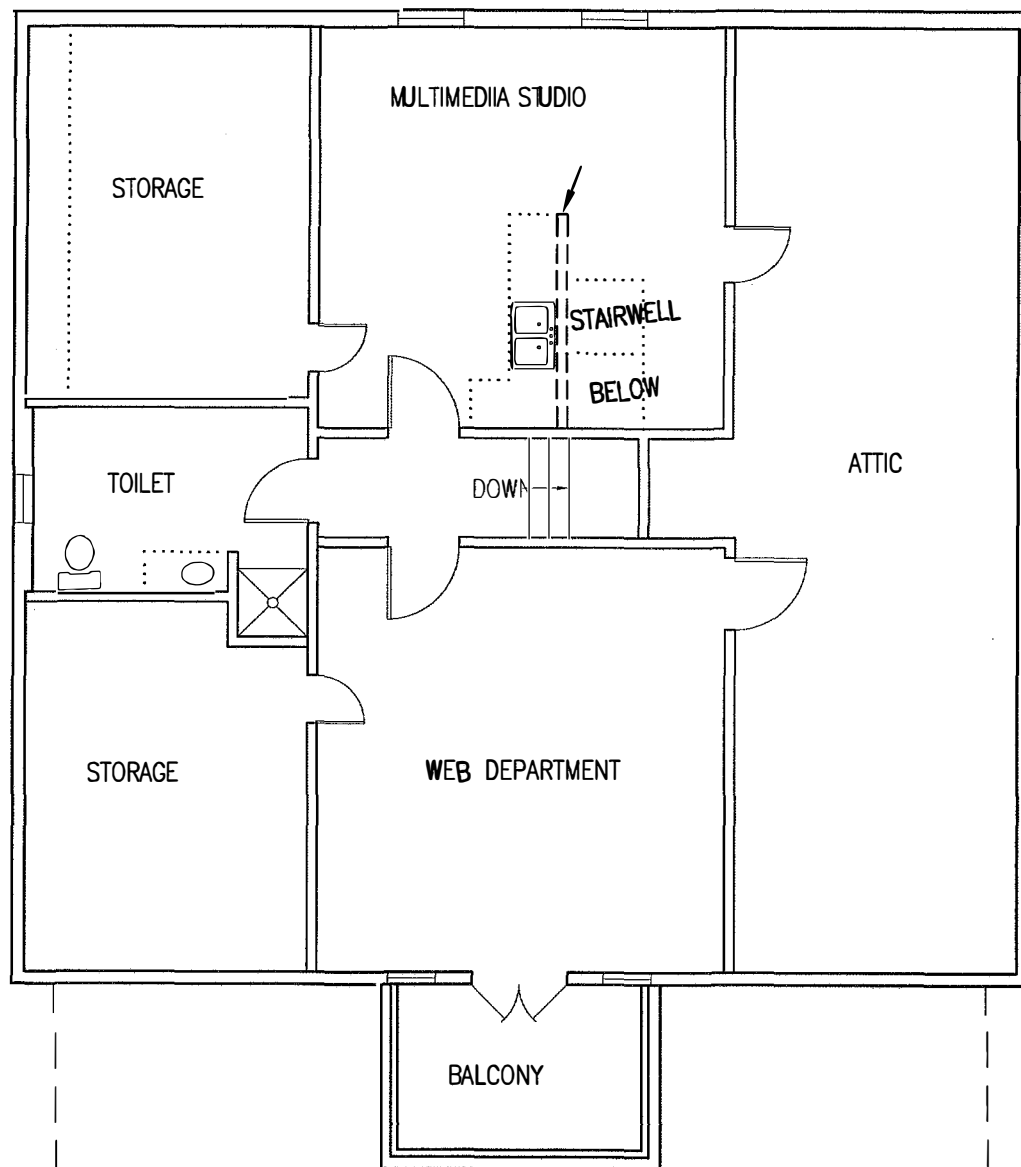
NOTE:
 2,258 SQ FT (GROSS)
 BHC COMMUNITY RELATIONS & MARKETING



1300 W. Moreno St.
 Kupfrian House--1st Floor Plan
 8'-0" 4'-0" 0 8'-0"

GRAPHIC SCALE
 ISSUE DATE: 11/19/2012

L:\Campus\Kup House\Khouse-x.dwg



NOTE:
 1,719 SQ FT (GROSS)
 BHC COMMUNITY RELATOINS & MARKETING

1300 W. Moreno St.
 Kupfrian House--2nd Floor Plan
 8'-0" 4'-0" 0 8'-0"
 GRAPHIC SCALE
 ISSUE DATE: 11/19/2012
 Li\Campus\Kup House\Khouse-x.dwg

BEG AT SE COR BLK 79 NORTH HILL HIGHLAND PLAT DB 62 P 244 WLY ALG S LI OF BLK 311 50/100 FT FOR
POB CONT SD LINE 80 FT NLY PARL TO H ST 171 FT ELY PARL TO MORENO ST 80 FT SLY PARL TO H ST 171
FT TO POB OR 3902 P 752 CA 113

70.50
1330.00
THIS INSTRUMENT WAS PREPARED BY:
W. Spencer Mitchem
OF: BEES & LANE
700 BRENT BUILDING
PENSACOLA, FLORIDA

PARCEL A

OR Bk3902 Pg0752
INSTRUMENT 00265955

D S PD \$1,330.00
Mort \$0.00 ASUM \$0.00
JANUARY 16, 1996
Ernie Lee Magaha,
Clerk of the Circuit Court
BY: *Magaha* D.C.

PARCEL REFERENCE NO: 00-0S-00-9050-025-079
GRANTEE'S IDENTIFICATION NO.: _____

WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that we, Frederick R. Braden, a married man, and Leonard F. Hattaway and Clara S. Hattaway, as husband and wife, for and in consideration of Ten and 00/100 Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Baptist Hospital, Inc., a Florida not-for-profit corporation, whose address is 1000 West Moreno Street, Pensacola, Florida 32501, its successors and assigns, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Commence at the Southeast corner of Block 79 of North Hill Highland Subdivision, as recorded in Deed Book 62 at Page 244 of the public records of Escambia County, Florida; thence go Westerly along the Southerly line of said Block 79, also being the Northerly right-of-way line of Moreno Street (80' R/W) for a distance of 311.50 feet to the Point of Beginning; thence continue said line for a distance of 80.00 feet; thence go Northerly along a line parallel to "H" Street for a distance of 171.00 feet; thence go Easterly along a line parallel to Moreno Street for a distance of 80.00 feet; thence go Southerly along a line parallel to "H" Street for a distance of 171.00 feet to the Point of Beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

TO HAVE AND TO HOLD the same to the said Baptist Hospital, Inc., a Florida not-for-profit corporation, its successors and assigns, in fee simple, forever.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that our heirs, personal representatives, successors and assigns, the said grantee, its successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

The above-described property does not constitute the homestead of the Grantor, Frederick R. Braden. Said Grantor resides at 4141 Menendez Drive, Pensacola, Florida, 32503. Said property is being used for commercial purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of January, 1996.

Signed, sealed and delivered
in the presence of:

1. *W. Spencer Mitchem*
W. Spencer Mitchem

Frederick R. Braden (SEAL)
Frederick R. Braden
Leonard F. Hattaway (SEAL)
Leonard F. Hattaway

PARCEL A

OR Bk3902 Pg0753
INSTRUMENT 00265955

2. Jackie M. Dennison
Jackie M. Dennison

Clara S. Hattaway (SEAL)
Clara S. Hattaway
1300 West Moreno Street
Pensacola, Florida 32501

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of January, 1996,
by Frederick R. Braden, a married man, and Leonard F. Hattaway and Clara S. Hattaway, as husband
and wife, and who:

_____ are personally known to me.

☒ each produced a current Florida driver's license as identification,

being FL No.: _____, or

_____ produced _____ as identification.

(Notary Seal Must Be Affixed)

Jackie M. Dennison
Jackie M. Dennison
Notary Public, State of Florida at Large
My Commission Expires: October 22, 1996
Commission Certificate No.: CC229221

JACKIE M. DENNISON
Notary Public, State of Florida
My comm. expires Oct. 22, 1996
Comm. No. CC 229221

Instrument 00265955
Filed and recorded in the
Official Records
JANUARY 16, 1996
at 04:02 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida



Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com



facebook.com/ECTaxCollector



twitter.com/escambiatc

2021

REAL ESTATE

TAXES

PARCEL A

SCAN TO PAY ONLINE

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
14-4218-500	16		000S009050025079

BAPTIST HOSPITAL INC
1000 W MORENO ST
PENSACOLA, FL 32501

PROPERTY ADDRESS:
1300 W MORENO ST

EXEMPTIONS:
FRATERNAL AND OTHER

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	215,262	215,262	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	1.9620	216,180	216,180	0	0.00
BY STATE LAW	3.6950	216,180	216,180	0	0.00
PENSACOLA	4.2895	215,262	215,262	0	0.00
WATER MANAGEMENT	0.0294	215,262	215,262	0	0.00
M.S.T.U. LIBRARY	0.3590	215,262	215,262	0	0.00
ESCAMBIA CHILDRENS TRUST	0.5000	215,262	215,262	0	0.00

TOTAL MILLAGE 17.4514

AD VALOREM TAXES \$0.00

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
BEG AT SE COR BLK 79 NORTH HILL HIGHLAND PLAT DB 62 P 244 WLY ALG S LI OF BLK 31 See Additional Legal on Tax Roll	SW STORMWATER(CITY OF PENSACOLA)		145.39
NON-AD VALOREM ASSESSMENTS			\$145.39

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$145.39

If Paid By Please Pay	Nov 30, 2021 \$0.00				
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RETAIN FOR YOUR RECORDS

2021 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY **Nov 30, 2021**
0.00

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER

14-4218-500

PROPERTY ADDRESS

1300 W MORENO ST

BAPTIST HOSPITAL INC
1000 W MORENO ST
PENSACOLA, FL 32501

Paid 11/19/2021 Receipt # 132-21-00355764 \$139.57

Paid By BAPTIST HEALTH

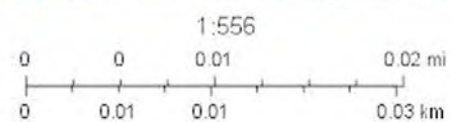
675

PARCEL B



April 6, 2022


- Override 1
- Property Line
- Boundary
- Map Grid



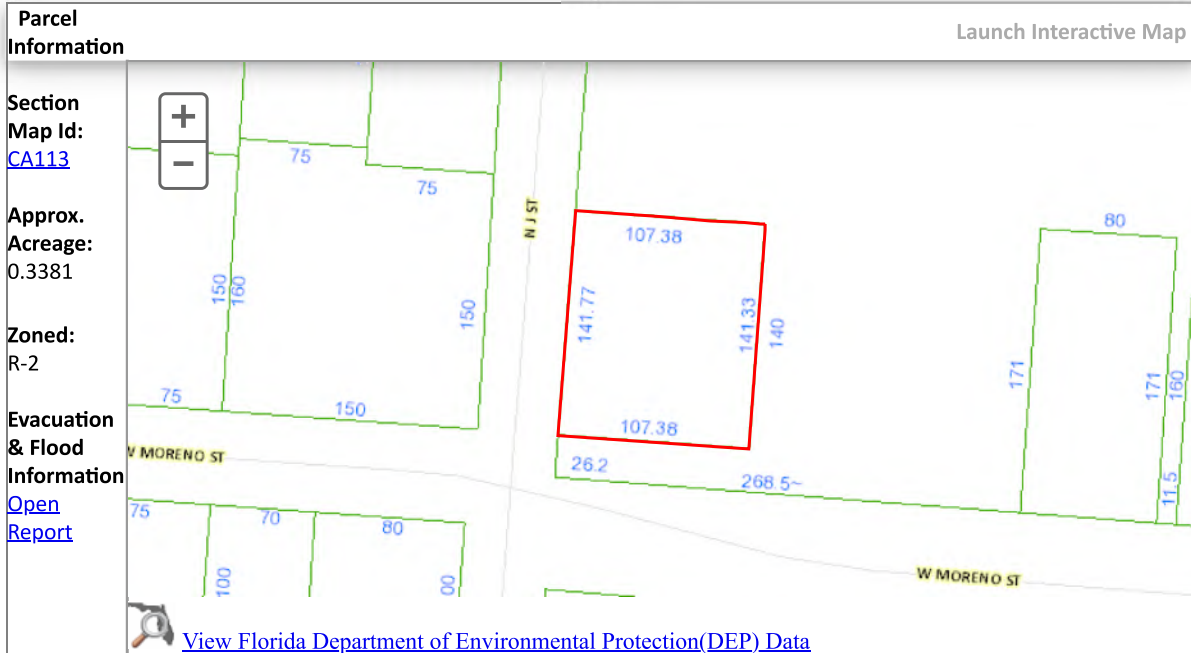
PARCEL B

General Information					
Parcel ID:	302S301001004041				
Account:	063117100				
Owners:	BAPTIST HEALTH CARE CORPORATION				
Mail:	1000 W MORENO ST PENSACOLA, FL 32501				
Situs:	1308 W MORENO ST 32501				
Use Code:	VACANT COMMERCIAL-IMPRVD				
Taxing Authority:	PENSACOLA CITY LIMITS				
Tax Inquiry:	Open Tax Inquiry Window				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector					

Assessments					
Year	Land	Imprv	Total	Cap Val	
2021	\$22,092	\$1,680	\$23,772	\$23,772	
2020	\$22,092	\$1,680	\$23,772	\$23,772	
2019	\$22,092	\$1,680	\$23,772	\$23,772	
Disclaimer					
Market Value Breakdown Letter					
Tax Estimator					
File for New Homestead Exemption Online					

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1987	2353	796	\$100	WD	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2021 Certified Roll Exemptions	
FRATERNAL AND OTHER	
Legal Description	
BEG AT SE COR OF BLK 79 OF NORTH HILL HIGHLANDS S/D TH WLY ALG SLY LI OF BLK 79 (ALSO BEING NLY R/W LI OF...	
Extra Features	
CHAINLINK FENCE	



302S301001004041 - Full Legal Description

BEG AT SE COR OF BLK 79 OF NORTH HILL HIGHLANDS S/D TH WLY ALG SLY LI OF BLK 79 (ALSO BEING NLY R/W LI OF MORENO ST 80 FT R/W) FOR 421 27/100 FT TO NE LI OF ORDOZGOITI GRANT TH NW ALG SD GRANT LI 41 68/100 FT MORE OR LESS TO N LI OF MORENO ST TH W ALG SD N LI 90 FT TO PT OF BEG TH CONT WESTERLY 107 38/100 FT ALG SD N LI OF MORENO ST TH DEFLECT 90 DEG TO RIGHT 141 77/100 FT TH DEFLECT 90 DEG TO RIGHT ALG LI PARALLEL TO MORENO ST 107 38/100 FT TH DEFLECT 90 DEG TO RIGHT AND GO 141 77/100 FT TO POB OR 2353 P 796 OR 2871 P 927 PLAT DB 62 P 244 KUPFRIAN PARK CA 113



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twitter.com/escambiatc

PARCEL B



SCAN TO PAY ONLINE

2021

REAL ESTATE

TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
06-3117-100	16		302S301001004041

BAPTIST HEALTH CARE CORPORATION
1000 W MORENO ST
PENSACOLA, FL 32501

PROPERTY ADDRESS:
1308 W MORENO ST

EXEMPTIONS:
FRATERNAL AND OTHER

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	23,772	23,772	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	1.9620	23,772	23,772	0	0.00
BY STATE LAW	3.6950	23,772	23,772	0	0.00
PENSACOLA	4.2895	23,772	23,772	0	0.00
WATER MANAGEMENT	0.0294	23,772	23,772	0	0.00
M.S.T.U. LIBRARY	0.3590	23,772	23,772	0	0.00
ESCAMBIA CHILDRENS TRUST	0.5000	23,772	23,772	0	0.00

TOTAL MILLAGE 17.4514

AD VALOREM TAXES \$0.00

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
BEG AT SE COR OF BLK 79 OF NORTH HILL HIGHLANDS S/D TH WLY ALG SLY LI OF BLK 79 See Additional Legal on Tax Roll			
NON-AD VALOREM ASSESSMENTS			\$0.00

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$0.00

If Paid By Please Pay	Apr 29, 2022 \$0.00				
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RETAIN FOR YOUR RECORDS

2021 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY **Apr 29, 2022**
0.00

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER
06-3117-100
PROPERTY ADDRESS
1308 W MORENO ST

BAPTIST HEALTH CARE CORPORATION
1000 W MORENO ST
PENSACOLA, FL 32501

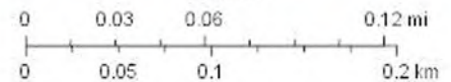
PARCEL C - PARENT TRACT



April 6, 2022

1:3,700

- Override 1
- Property Line
- Boundary
- Map Grid



PARCEL C - PARENT TRACT

General Information						Assessments				
Parcel ID:	000S009050001058					Year	Land	Imprv	Total	Cap Val
Account:	144143000					2021	\$1,134,300	\$43,092,611	\$44,226,911	\$44,226,911
Owners:	BAPTIST HOSPITAL INC					2020	\$1,134,300	\$42,719,235	\$43,853,535	\$43,853,535
Mail:	1000 W MORENO ST PENSACOLA, FL 32501-7500					2019	\$1,134,300	\$41,180,527	\$42,314,827	\$42,314,827
Situs:	1000 W MORENO ST 32501					Disclaimer				
Use Code:	PRIVATE HOSPITAL					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						2021 Certified Roll Exemptions				
Sales Data						FRATERNAL AND OTHER				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description				
12/1984	2004	222	\$100	WD		ALL BLK 58 & 20 FT ALLEY LYING N OF LTS 19 THRU 28				
08/1980	1465	514	\$100	QC		MB 12 P 516 DB 203 P 207 DB 206 P 215 DB 254 P 269				
01/1971	583	839	\$32,000	WD		DB 296 P...				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features				
						ELEVATOR				

Parcel Information

Section Map Id:
[CA108](#)

Approx. Acreage:
19.9043

Zoned:
R-2

Evacuation & Flood Information
[Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

Launch Interactive Map

Escambia County Property Appraiser

000S009050001058 - Full Legal Description

ALL BLK 58 & 20 FT ALLEY LYING N OF LTS 19 THRU 28 MB 12 P 516 DB 203 P 207 DB 206 P 215 DB 254 P 269 DB 296 P 29 DB 296 P 223 DB 301 P 212 ALL BLK 59 & 20 FT ALLEY LYING N OF LTS 19 THRU 28 MB 12 P 516 DB 247 P 135 DB 254 P 269 DB 296 P 182 ALL BLK 60 & 20 FT ALLEY LYING N OF LTS 19 THRU 28 LESS OR 2004 P 222 BAPTIST REGIONAL HEALTH SERVICES MB 12 P 516 DB 254 P 269 & BEG AT SE COR BLK 61 N ALG E LI OF SD BLK 114 81/100 FT LEFT 89 DEG 58 MIN 20 SEC 117 27/ 100 FT 89 DEG 58 MIN 20 SEC LEFT 11 5/10 FT 89 DEG 58 MIN 20 SEC RT 25 FT 90 DEG 1 MIN 40 SEC RIGHT 11 5/10 FT 90 DEG 1 MIN 40 SEC LEFT 153 86/100 FT TO AN EXISTING BLDG WALL NLY ALG SD WALL 4 57/100 FT TO A PT BEING 25 19/100 FT S AND 3 87/100 FT E OF NW COR OF LT 19 BLK 61 WLY TO W LI BLK 61 S TO SW COR BLK 61 E 300 FT TO POB DB 213 P 526 DB 254 P 269 DB 280 P 540 DB 296 P 185 DB 296 P 223 LT 26 BLK 76 OR 252 P 504 ALL BLK 77 & 20 FT ALLEY LYING N OF LTS 19 THRU 28 OR 41 P 718 OR 421 P 848 OR 421 P 851 OR 423 P 690 ALL BLK 78 & 20 FT ALLEY LYING N OF LTS 19 THRU 28 MB 15 P 90 DB 420 P 133 DB 423 P 283 DB 483 P 767 OR 103 P 390 LTS 9 THRU 18 BLK 79 & ADJOINING ALLEY DB 431 P 131 ALL BLK 81 & 20 FT ALLEY LYING N OF LTS 19 THRU 28 MB 15 P 90 DB 420 P 133 DB 423 P 203 DB 482 P 730 NORTH HILL HIGHLANDS PLAT DB 62 P 244 W 246 85/100 FT OF BLK 4 OR 1831 P 690 ALL LTS 6 THRU 10 BLK 5 DB 295 P 232 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 & ALSO BEG AT SW COR OF BLK 79 N ALG W LI OF BLK 79 & EXTN OF LI TO NW COR OF BLK 80 WLY 150 FT SLY 207 94/100 FT WLY 68 FT SLY 52 91/100 FT TO N LI OF BLK 41 KUPFRIAN PARK PLAT DB 62 P 245 WLY 142 25/100 FT TO NW COR OF BLK 41 SLY ALG W LI OF BLK 41 FOR 160 FT ELY 107 38/100 FT SLY 141 FT ELY 97 38/100 FT SELY 41 68/100 FT ELY 40 70/100 FT NLY 171 FT ELY 80 FT SLY 171 FT ELY 11 5/10 FT TO POB & ALSO ADJOINING VACATED PROPERTY N OF MORENO ST MB 14 P 311 OR 203 P 302 OR 857 P 794 ALL OF MALLORY STREET LYING BETWEEN W LI OF E STREET AND THE CENTERLINE OF H ST & ALSO THE S 1/2 OF MALLORY ST LYING BETWEEN W LI OF H STREET & E LI OF I STREET OR 1036 P 365 ALL OF F ST LYING BETWEEN BLKS 58 & 59 & W 1/2 OF F STREET ADJ PT OF LT 28 BLK 60 & & E 1/2 OF F ST ADJOINING PT OF LT 19 BLK 61 MB 12 P 516 & ALL OF G STREET LYING S OF AVERY ST & N OF MORENO ST MB 12 P 516 ALL OF E 1/2 OF H STREET ADJOINING BLK 78 & W 1/2 OF H STREET ADJOINING LT 18 BLK 79 & ADJOINING N 1/2 OF ALLEY BLK 79 & ALL E 1/2 OF H STREET LYING ADJ TO BLK 81 OR 1036 P 365 NORTH HILL HIGHLANDS PLAT DB 62 P 244 OR 1831 P 690 LESS OR 2871 P 976/981 PENSACOLA POB INC CA 107/108/113/114



Scott Lunsford, CFC • Escambia County Tax Collector

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2021

REAL ESTATE

TAXES



SCAN TO PAY ONLINE

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
14-4143-000	16		0005009050001058

BAPTIST HOSPITAL INC
1000 W MORENO ST
PENSACOLA, FL 32501-7500

PROPERTY ADDRESS:
1000 W MORENO ST

EXEMPTIONS:
FRATERNAL AND OTHER

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	44,226,911	44,226,911	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	1.9620	44,226,911	44,226,911	0	0.00
BY STATE LAW	3.6950	44,226,911	44,226,911	0	0.00
PENSACOLA	4.2895	44,226,911	44,226,911	0	0.00
WATER MANAGEMENT	0.0294	44,226,911	44,226,911	0	0.00
M.S.T.U. LIBRARY	0.3590	44,226,911	44,226,911	0	0.00
ESCAMBIA CHILDRENS TRUST	0.5000	44,226,911	44,226,911	0	0.00

TOTAL MILLAGE 17.4514

AD VALOREM TAXES \$0.00

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
ALL BLK 58 & 20 FT ALLEY LYING N OF LTS 19 THRU 28 MB 12 P 516 DB 203 P 207 DB 2 See Additional Legal on Tax Roll	SW STORMWATER(CITY OF PENSACOLA)		10,332.53
NON-AD VALOREM ASSESSMENTS			\$10,332.53

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$10,332.53

If Paid By Please Pay	Nov 30, 2021 \$0.00				
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RETAIN FOR YOUR RECORDS

2021 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Nov 30, 2021 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER

14-4143-000

PROPERTY ADDRESS

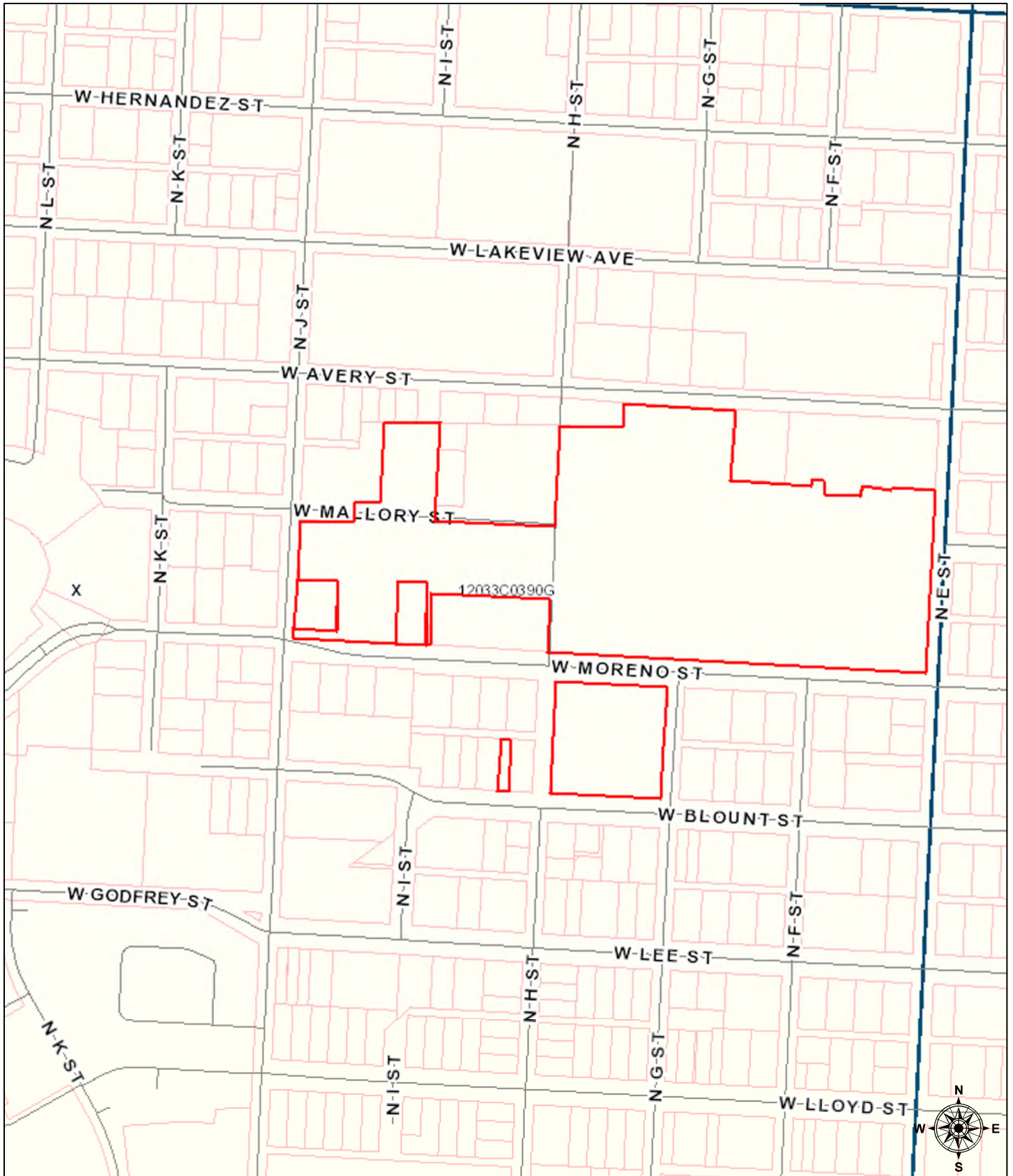
1000 W MORENO ST

BAPTIST HOSPITAL INC
1000 W MORENO ST
PENSACOLA, FL 32501-7500

Paid 11/19/2021 Receipt # 130-21-00355792 \$9,919.23

Paid By BAPTIST HEALTH

FLOOD MAP - PARENT TRACT



April 6, 2022

polygonLayer

Override 1

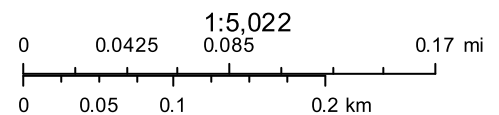
Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

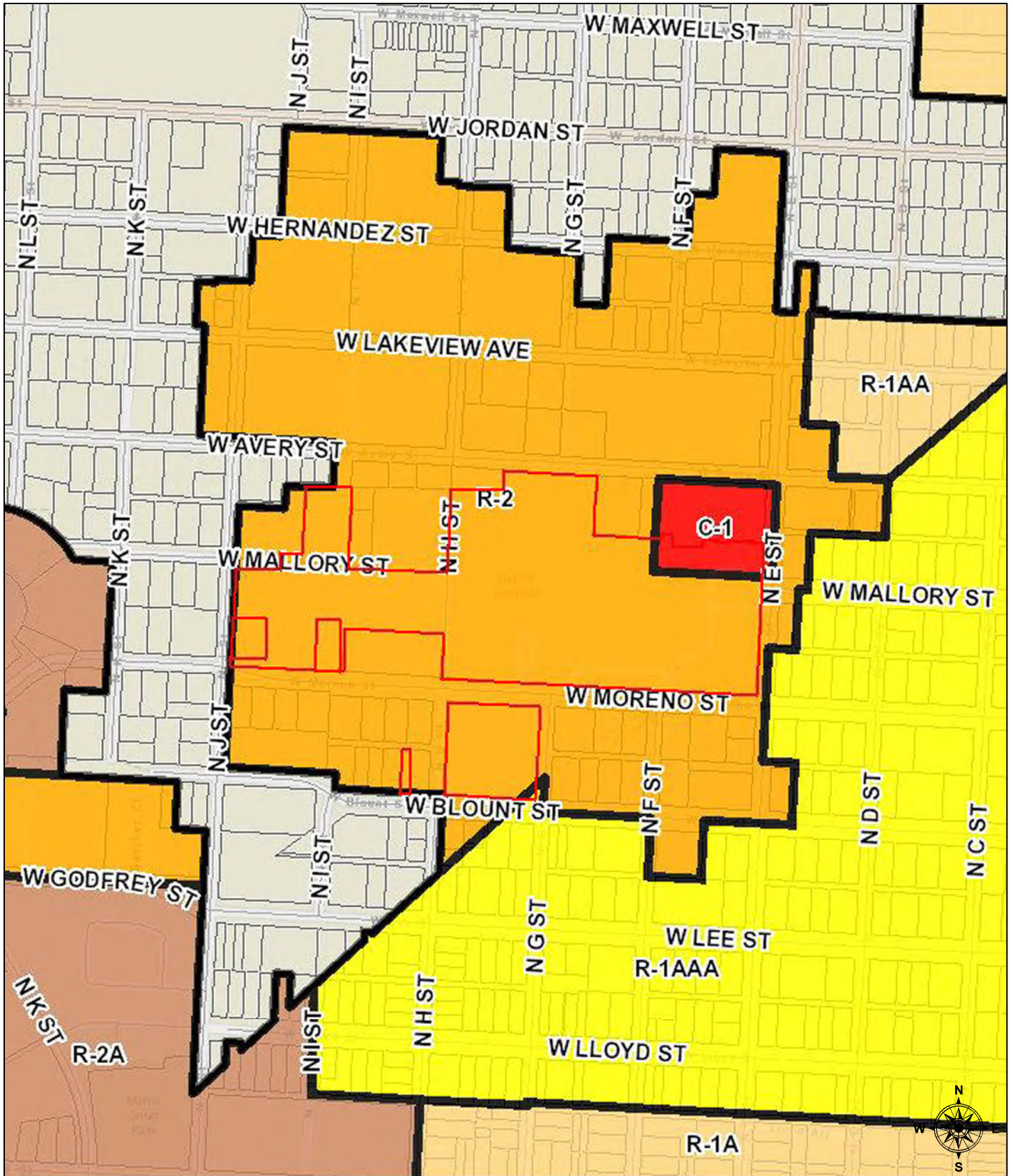
LOCAL ROAD

Parcels

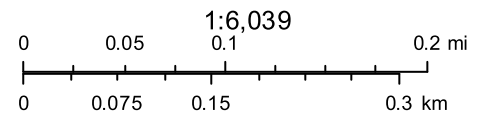


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

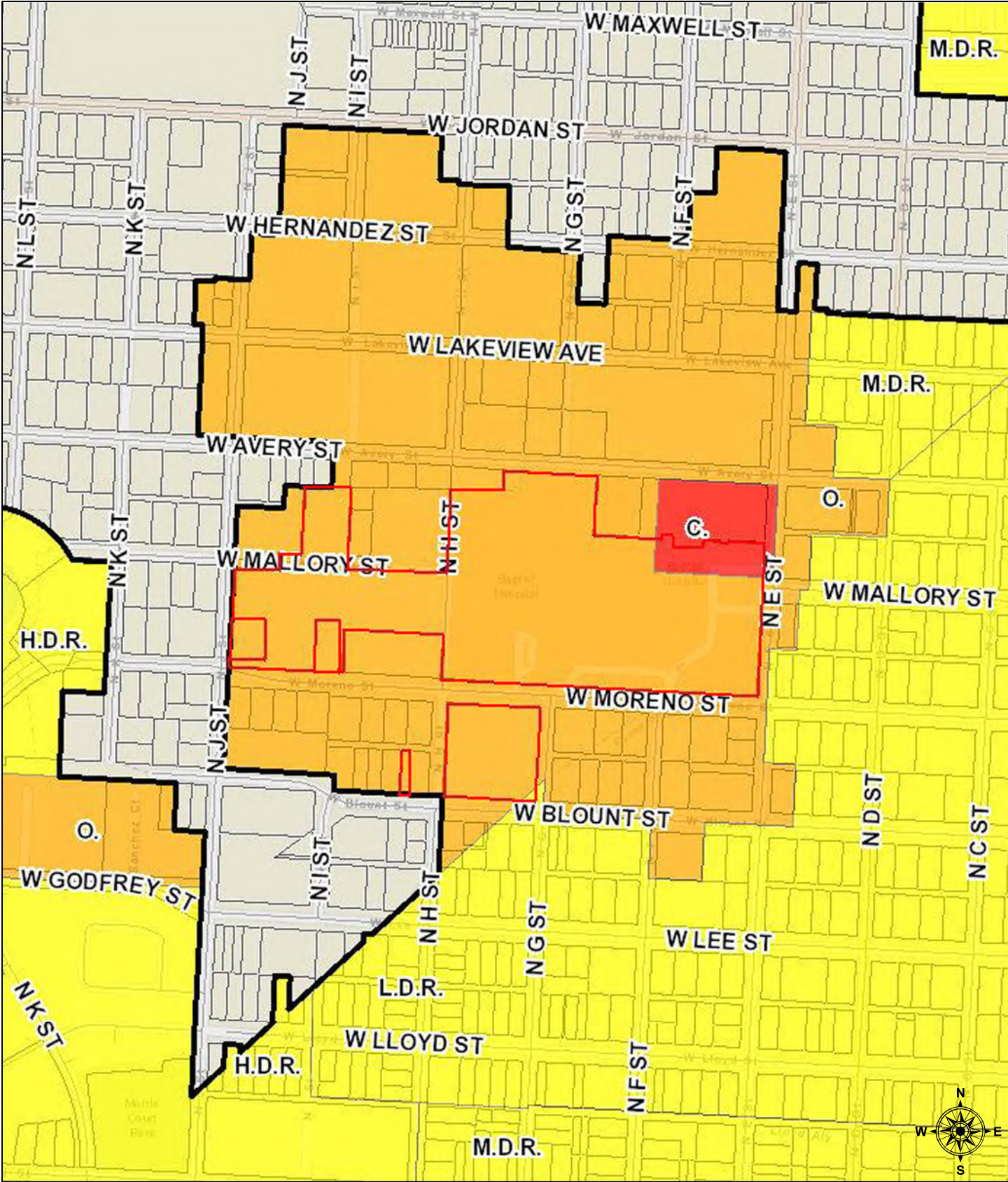
ZONING - PARENT TRACT



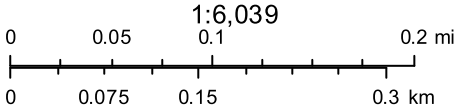
April 6, 2022



FUTURE LAND USE - PARENT TRACT

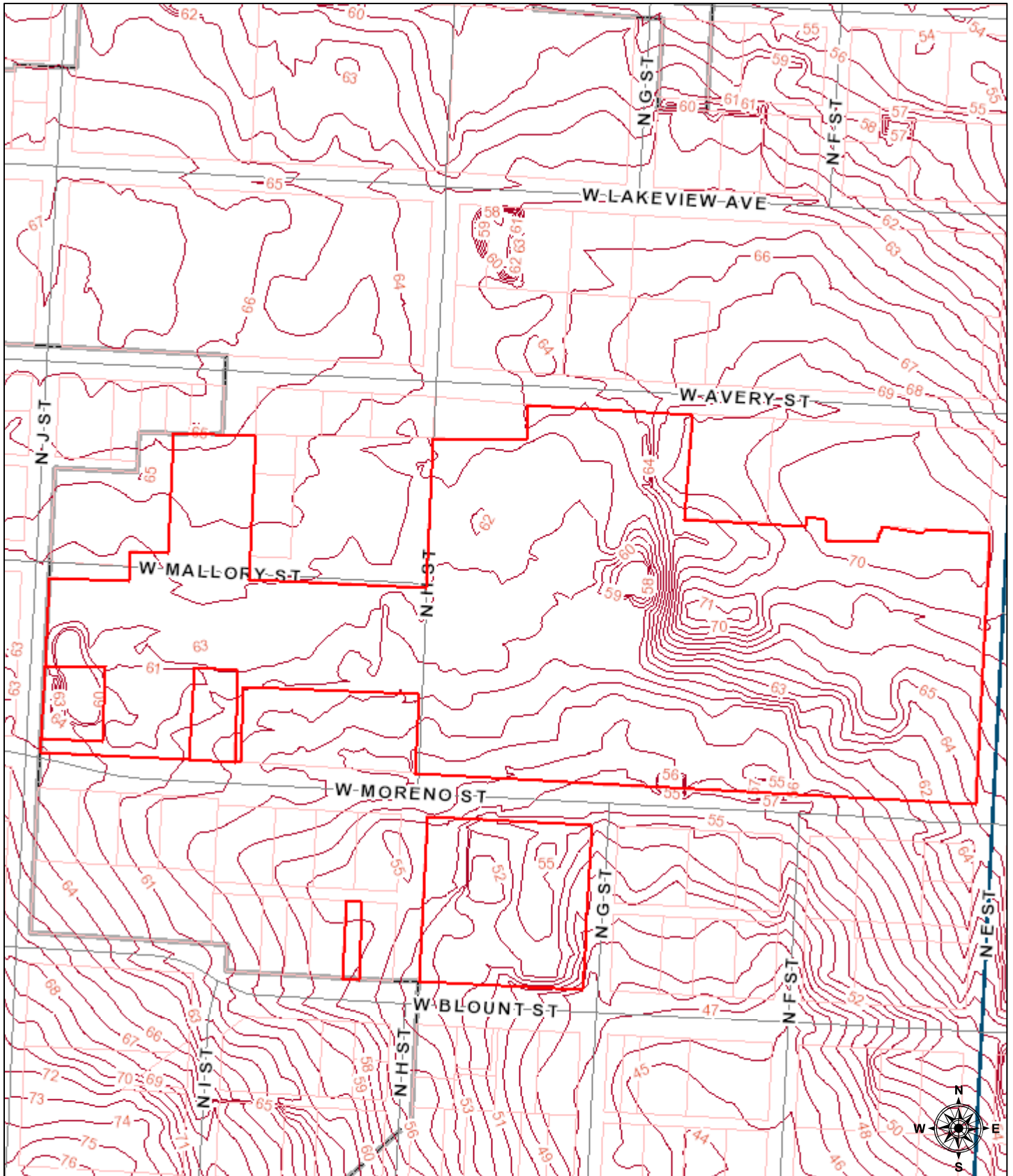


April 6, 2022



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

CONTOURS - PARENT TRACT



April 6, 2022

polygonLayer

Override 1

Streets

PRINCIPAL ARTERIAL

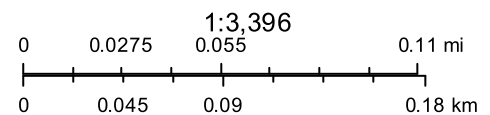
MINOR ARTERIAL

LOCAL ROAD

Parcels

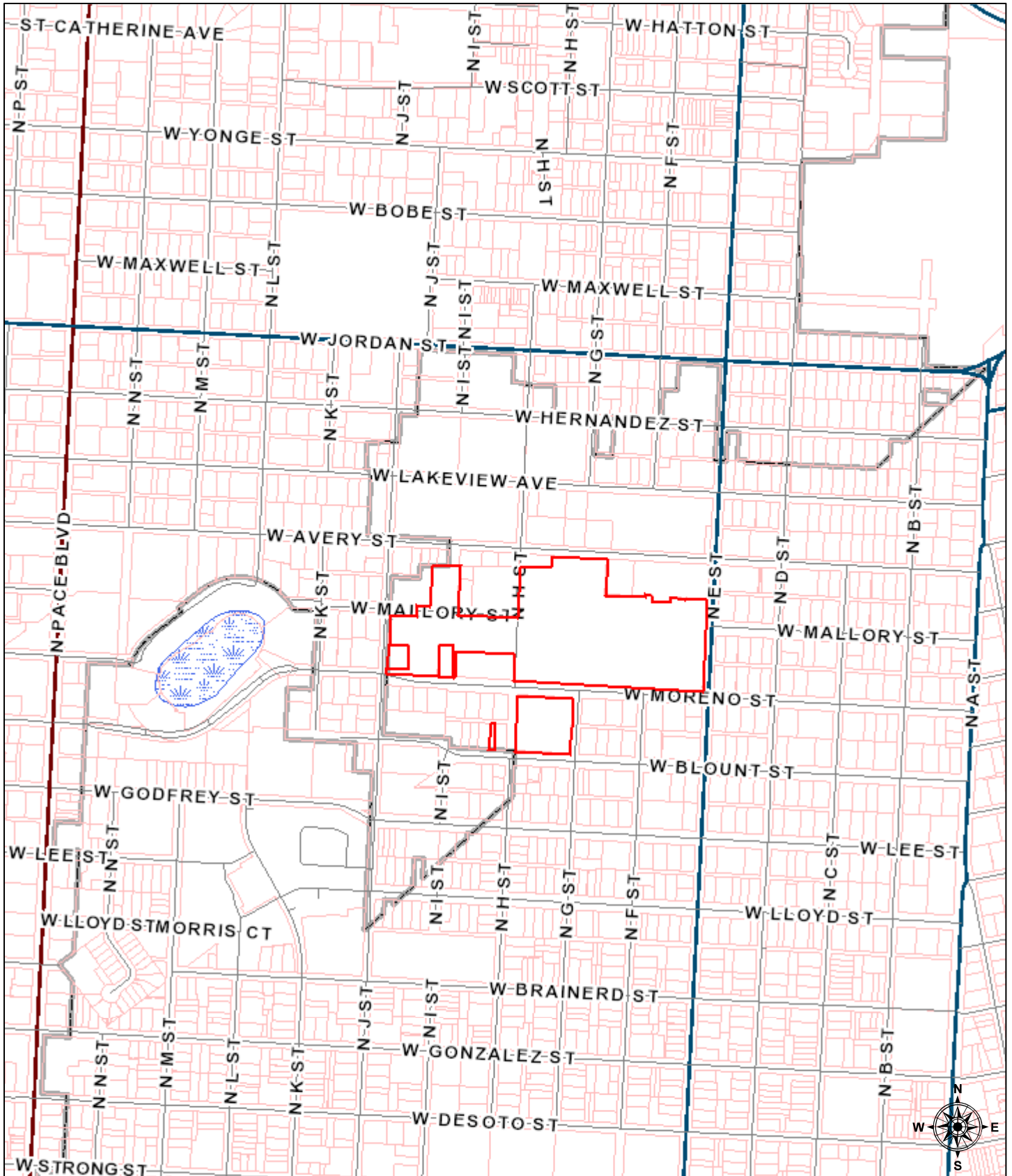
Contours - Elevation

County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

WETLANDS - PARENT TRACT



April 6, 2022

polygonLayer

Override 1

Streets

PRINCIPAL ARTERIAL

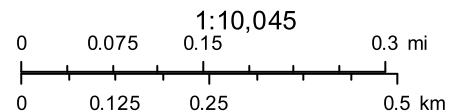
MINOR ARTERIAL

LOCAL ROAD

Parcels

Wetlands

County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

COMPARABLE BUILDING SALES

**(IMPROVED -
PORTION)**

COMPARABLE BUILDING SALE

COMPARABLE NO.: 1 RECORD NUMBER: 8742

CLASSIFICATION: RETAIL/OFFICE

DATE: 10/23/2020 (PER DEED)

LOCATION: 700 WEST GARDEN STREET, PENSACOLA,
FLORIDA

GRANTOR: IONE T. W. CALHOON
GRANTEE: JUSTIN C. LOFTIN

REFERENCE: OR 8389 PAGE 1968; GCMLS #2341493

TOTAL LAND AREA: 0.3142 ACRE; (13,687 SQ. FT.)
BUILDING SIZE: 3,467 SQ. FT.
YEAR BUILT: 1966 (EFFECTIVE 1970)
BUILDING AGE: 25 TO 30 YEARS

ZONING: C-3; COMMERCIAL
HIGHEST & BEST USE: RETAIL
TERMS: CASH TO SELLER/ARM'S LENGTH TRANSACTION

COMMENTS:

- RETAIL/OFFICE PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF WEST GARDEN STREET AND NORTH DONELSON STREET.
- LAND TO BUILDING RATIO IS 3.9 TO 1.0.
- PROPERTY WAS LISTED FOR SALE WITH NAI PENSACOLA AT A PRICE OF \$350,000 (GCMLS #2341493). PROPERTY WAS ON THE MARKET FOR 657 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH TINA TORTOMASE (BROKER) OF NAI PENSACOLA.
- PARCEL ID NO.: 00-0S-00-9080-016-008
- JURISDICTION: CITY OF PENSACOLA, FLORIDA

SALES PRICE ANALYSIS

SALES PRICE: \$300,000
SALES PRICE PER SQUARE FOOT OF BUILDING AREA: \$86.53 PER SQ. FT.

PHOTOGRAPH OF COMPARABLE PROPERTY



(8742) 700 West Garden Street, Pensacola, Florida

COMPARABLE BUILDING SALE

COMPARABLE NO.: 2 RECORD NUMBER: 8822

CLASSIFICATION: OFFICE/RETAIL

DATE: 12/1/2020

LOCATION: 400 WEST CERVANTES STREET, PENSACOLA,
FLORIDA

GRANTOR: LISA S. MINSHEW
GRANTEE: SHELL MEDICAL INC

REFERENCE: OR 8414 PAGE 1905; GCMLS #2344662

TOTAL LAND AREA: 0.3674 ACRE; (16,004 SQ. FT.)
BUILDING SIZE: 4,002 SQ. FT.
YEAR BUILT: 1943 (EFFECTIVE 1990)
BUILDING AGE: 35 YEARS

ZONING: C-1; RETAIL COMMERCIAL
HIGHEST & BEST USE: OFFICE/RETAIL
TERMS: CASH TO SELLER/ARM'S LENGTH TRANSACTION

COMMENTS:

- PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF WEST CERVANTES STREET AND NORTH REUS STREET.
- LAND TO BUILDING RATIO IS 4.0 TO 1.0.
- PROPERTY WAS LISTED FOR SALE WITH NAI PENSACOLA AT A PRICE OF \$389,000 (GCMLS #2344662). PROPERTY WAS ON THE MARKET FOR 86 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH CAMERON CAULEY (BROKER) OF NAI PENSACOLA.
- PARCEL ID NO.: 00-0S-00-9010-230-039
- JURISDICTION: CITY OF PENSACOLA, FLORIDA

SALES PRICE ANALYSIS

SALES PRICE: \$359,000
SALES PRICE PER SQUARE FOOT OF BUILDING AREA: \$89.71 PER SQ. FT.

PHOTOGRAPH OF COMPARABLE PROPERTY



(8822) 400 West Cervantes Street, Pensacola, Florida

COMPARABLE BUILDING SALE

COMPARABLE NO.:	3	RECORD NUMBER: 8723
CLASSIFICATION:	OFFICE	
DATE:	10/06/20	
LOCATION:	529 FONTAINE STREET, PENSACOLA, FLORIDA	
GRANTOR:	OFFICE POINTE INC.	
GRANTEE:	LUKE A. HYDER	
REFERENCE:	OR 8380 PAGE 1472; SAC FILE NO. 20-0088	
TOTAL LAND AREA:	0.5008 ACRE (21,815 SQ. FT.)	
BUILDING SIZE:	2,161 SQ. FT.	
YEAR BUILT:	1959 (RENOVATED SUBSEQUENTLY)	
BUILDING AGE:	15 YEARS +/-	
ZONING:	COM; COMMERICAL	
HIGHEST & BEST USE:	OFFICE	
TERMS:	CASH TO SELLER/ARMS LENGTH TRANSACTION	

COMMENTS:

- SHERRILL APPRAISAL COMPANY FILE NO. 20-088.
- PROPERTY CONSISTS OF A ONE-STORY OFFICE THAT WAS PREVIOUSLY CONVERTED FROM A RESIDENCE AND RENOVATED.
- PROPERTY IS LOCATED ON THE SOUTH SIDE OF FONTAINE STREET, JUST EAST OF NORTH DAVIS HIGHWAY.
- LAND TO BUILDING RATIO IS 10.1 TO 1.0.
- PROPERTY WAS NOT LISTED FOR SALE WITH A REAL ESTATE BROKER IN MLS.
- COMPARABLE DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH LUKE HYDER (BUYER).
- PARCEL ID NO.: 48-1S-30-7208-000-001.
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA

SALES PRICE ANALYSIS

SALES PRICE:	\$220,000
SALES PRICE PER SQUARE FOOT OF BUILDING AREA:	\$101.80 PER SQ. FT.

PHOTOGRAPH OF COMPARABLE PROPERTY



(8723) 529 Fontaine Street, Pensacola, Florida

COMPARABLE BUILDING SALE

COMPARABLE NO.:	4	RECORD NUMBER: 8817
CLASSIFICATION:	OFFICE	
DATE:	4/23/2021	
LOCATION:	4709 SCENIC HIGHWAY, PENSACOLA, FLORIDA	
GRANTOR:	DAVID P. CALHOON INC	
GRANTEE:	EAGLE BAYVIEW LAND COMPANY LLC	
REFERENCE:	OR 8523 PAGE 1544; GCMLS #2373006	
TOTAL LAND AREA:	0.8744 ACRE; (38,089 SQ. FT.)	
BUILDING SIZE:	5,088 SQ. FT.	
YEAR BUILT:	1970 (EFFECTIVE 1995)	
BUILDING AGE:	20 TO 25 YEARS	
ZONING:	R-2; RESIDENTIAL/OFFICE	
HIGHEST & BEST USE:	OFFICE	
TERMS:	CASH TO SELLER/ARM'S LENGTH TRANSACTION	

COMMENTS:

- ONE-STORY OFFICE BUILDING LOCATED ON THE WEST SIDE OF SCENIC HIGHWAY, NORTH OF SUMMIT BOULEVARD.
- LAND TO BUILDING RATIO IS 7.5 TO 1.0.
- PROPERTY WAS LISTED FOR SALE WITH SVN/SOUTHLAND COMMERCIAL REAL ESTATE AT A PRICE OF \$599,000 (GCMLS #2373006). PROPERTY WAS ON THE MARKET FOR 530 DAYS BEFORE IT SOLD.
- COMPARABLE DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH MICHAEL CARRO (BROKER) WITH SVN/SOUTHLAND COMMERCIAL REAL ESTATE.
- PARCEL ID NO.: 15-1S-29-0200-140-001
- JURISDICTION: CITY OF PENSACOLA, FLORIDA

SALES PRICE ANALYSIS

SALES PRICE:	\$560,000
SALES PRICE PER SQUARE FOOT OF BUILDING AREA:	\$110.06 PER SQ. FT.

PHOTOGRAPH OF COMPARABLE PROPERTY



(8817) 4709 Scenic Highway, Pensacola, Florida

COMPARABLE BUILDING SALE

COMPARABLE NO.: 5 RECORD NUMBER: 8555

CLASSIFICATION: OFFICE

DATE: 07/3/2019

LOCATION: 15 WEST LA RUA STREET, PENSACOLA, FLORIDA

GRANTOR: STEVEN J. AND MARY T. BAKER
GRANTEE: CHRISTOPHER CRAWFORD, PA

REFERENCE: OR 8128 PAGE 296; GCMLS #2306254

BRIEF LEGAL DESCRIPTION: LOTS WITHIN BLOCK 11, BELMONT TRACT;
ESCAMBIA COUNTY, FLORIDA

TOTAL LAND AREA: 103' X 105' = 15,450 SQ. FT. (0.36 ACRE)
BUILDING SIZE: 4,539 SQ. FT.
YEAR BUILT: 1887 (EFFECTIVE 1970)
BUILDING AGE: 30 TO 35 YEARS

ZONING: PC-1; NORTH HILL PRESERVATION SINGLE FAMILY
HIGHEST & BEST USE: OFFICE
TERMS: CASH TO SELLER/ARM'S LENGTH TRANSACTION

COMMENTS:

- TWO-STORY OFFICE LOCATED ON THE SOUTH SIDE OF WEST LA RUA STREET, JUST WEST OF NORTH PALAFOX STREET.
- PROPERTY WAS LISTED FOR SALE WITH CONNELL & COMPANY REALTY AT A PRICE OF \$550,000 (GCMLS #2306254). PROPERTY WAS ON THE MARKET FOR 84 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH BOBBI GODWIN (BROKER) OF CONNELL & COMPANY REALTY.
- LAND TO BUILDING RATIO IS 3.4 TO 1.0.
- PARCEL ID NO.: 00-0S-00-9010-012-011
- JURISDICTION: CITY OF PENSACOLA, FLORIDA

SALES PRICE ANALYSIS

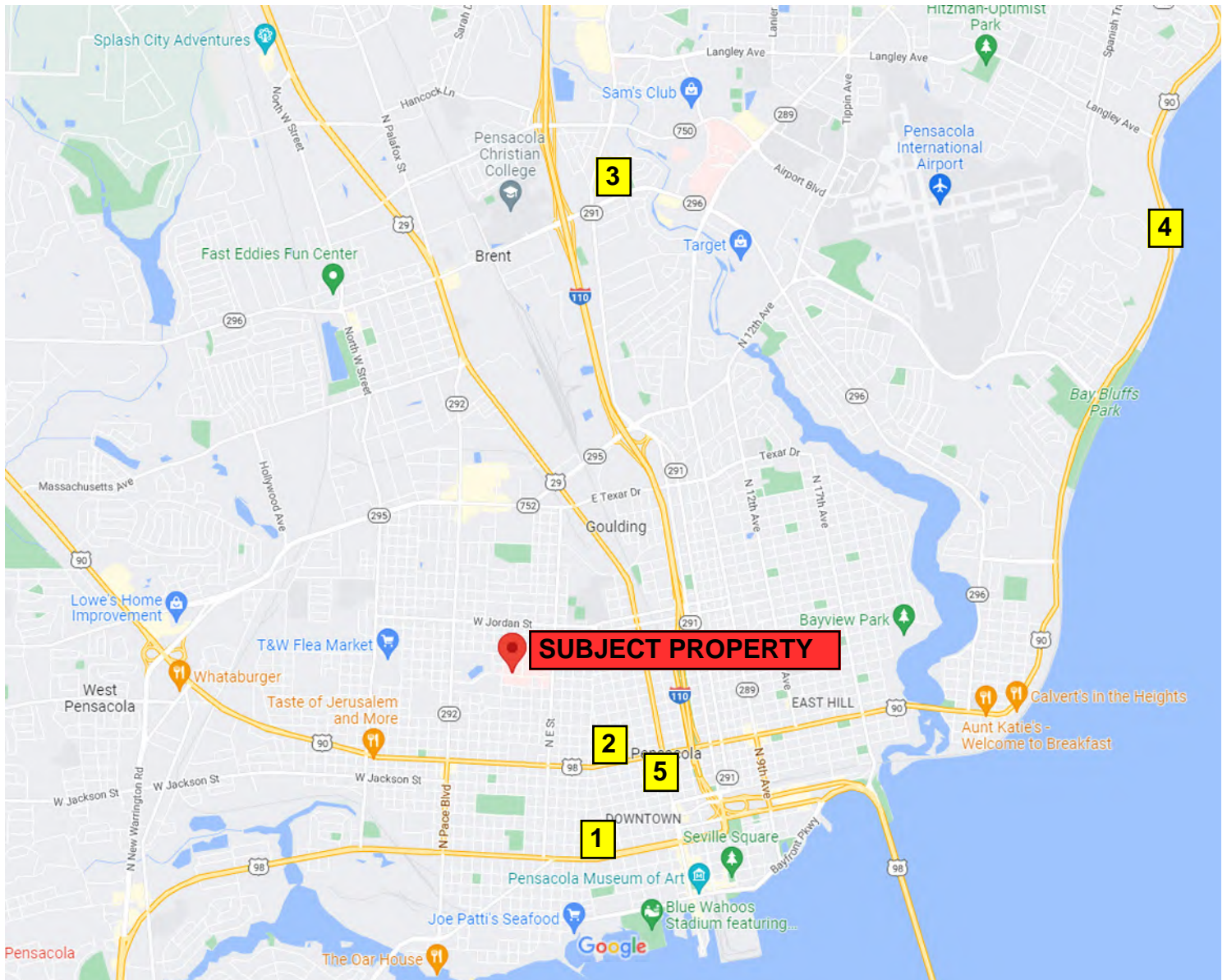
SALES PRICE: \$515,000
SALES PRICE PER SQUARE FOOT OF BUILDING AREA: \$113.46 PER SQ. FT.

PHOTOGRAPH OF COMPARABLE PROPERTY



(8555) 15 West La Rua Street, Pensacola, Florida

COMPARABLE LOCATION MAP - IMPROVED PORTION



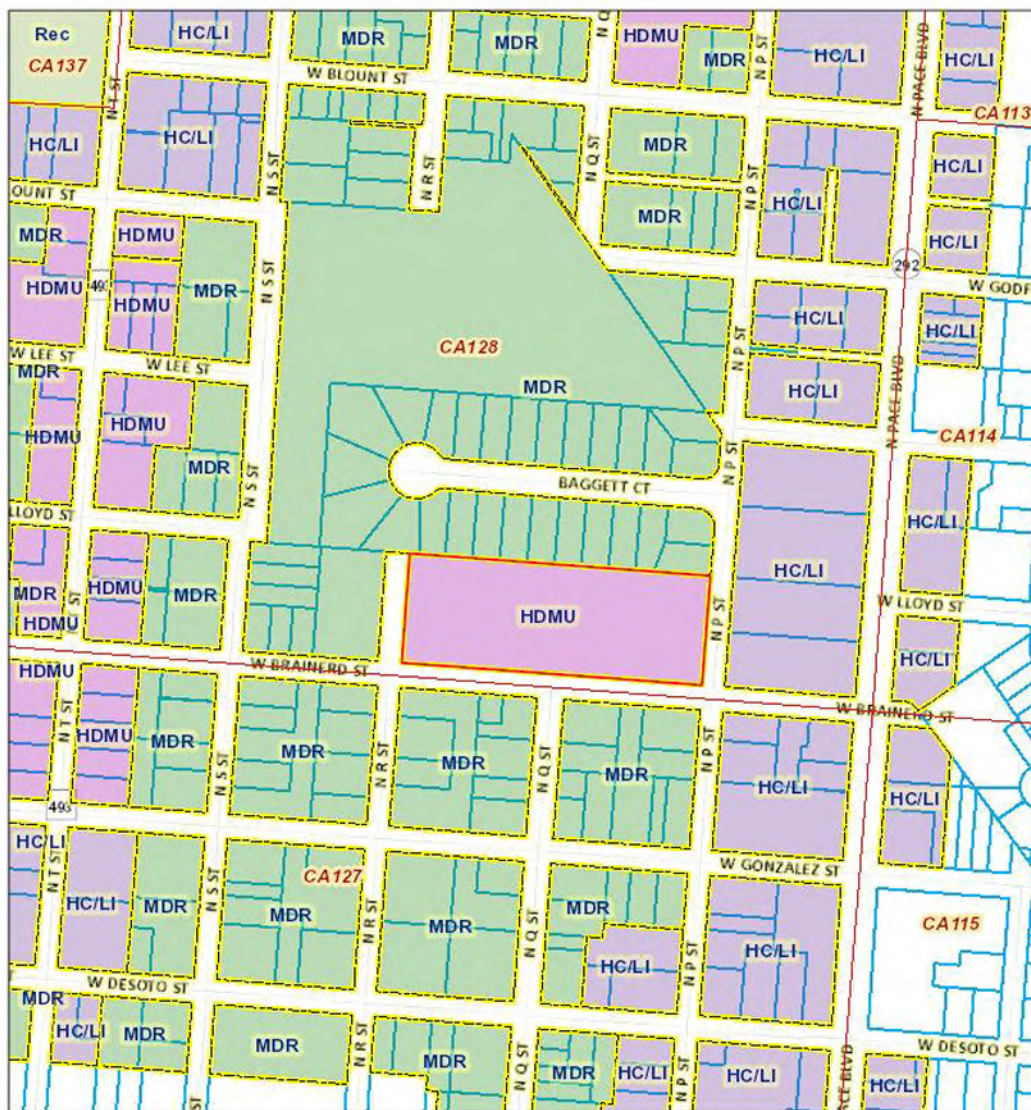
**COMPARABLE
LAND SALES
(EXCESS LAND)**

COMPARABLE LAND SALE

COMPARABLE NO.:	1	RECORD NUMBER: 1341
CLASSIFICATION:	LAND	
DATE:	12/17/2021	
LOCATION:	1201 NORTH P STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$250,000	
GRANTOR:	CHURCH ON WHEELS, INC	
GRANTEE:	PHOENIX P STREET, LLC	
REFERENCE:	OR 8688 PAGE 1561; MLS #503687	
TERMS:	CASH TO SELLER	
ZONING:	HDMU; HIGH DENSITY MIXED USE	
HIGHEST AND BEST USE:	OFFICE/RESIDENTIAL	
LAND SIZE:	3.6449ACRES	
<u>LAND UNIT PRICE:</u>		
PER ACRE	\$68,588.99	

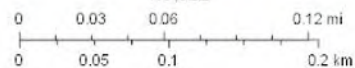
REMARKS:

- MLS #503687
- PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF NORTH P STREET AND WEST BRAINERD STREET.
- PARCEL WAS IMPROVED WITH A VACANT WAREHOUSE BUILDING THAT IS NOT CONSIDERED TO HAVE CONTRIBUTED TO THE OVERALL VALUE/PRICE AS OF THE DATE OF SALE.
- PROPERTY WAS LISTED FOR SALE WITH NAI PENSACOLA AT A PRICE OF \$314,000 (MLS #503687). PROPERTY WAS ON THE MARKET FOR 973 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 00-0S-00-9060-001-155
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA



April 14, 2022

1:3,622

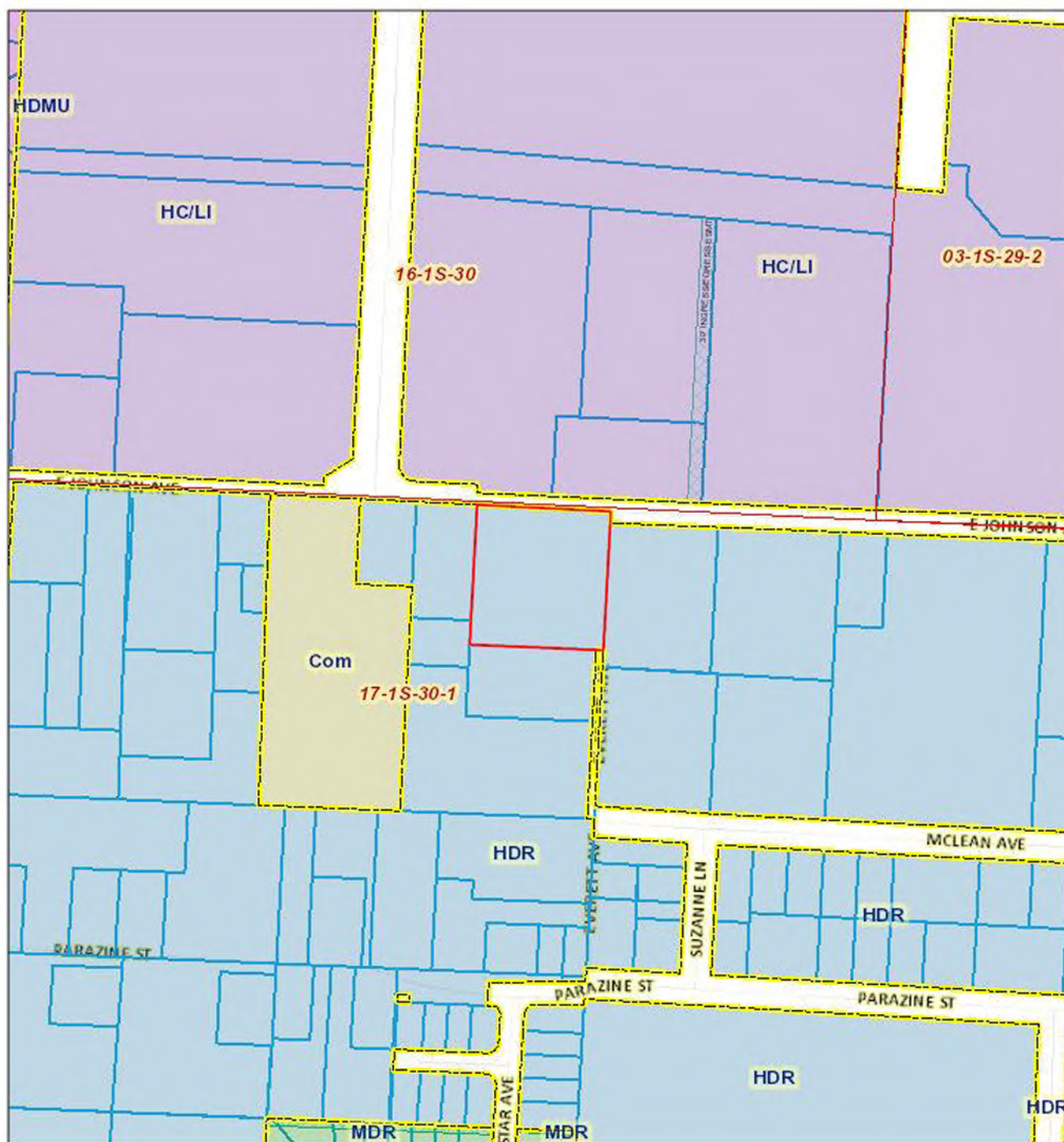


COMPARABLE LAND SALE

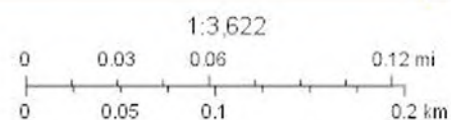
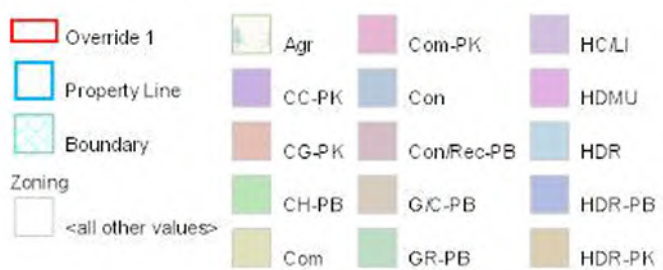
COMPARABLE NO.:	2	RECORD NUMBER: 1327
CLASSIFICATION:	VACANT LAND	
DATE:	04/29/2021	
LOCATION:	3055 EAST JOHNSON AVENUE, PENSACOLA, FLORIDA	
SALES PRICE:	\$160,000	
GRANTOR:	FISHBO LLC	
GRANTEE:	CHAUVERS INVESTMENTS LLC	
REFERENCE:	OR 8533 PAGE 1823; MLS #556764	
TERMS:	CASH TO SELLER/ARM'S LENGTH TRANSACTION	
ZONING:	HDR; HIGH DENSITY RESIDENTIAL	
HIGHEST AND BEST USE:	RESIDENTIAL	
LAND SIZE:	1.944 ACRES (84,681 SQ. FT.)	
FRONT FEET:	300 FT.	
<u>LAND UNIT PRICES:</u>		
PER ACRE:	\$82,304.53	
PER FRONT FOOT:	\$533.33	

REMARKS:

- PARCEL IS LOCATED ON THE SOUTH SIDE OF EAST JOHNSON AVENUE, EAST OF NORTH DAVIS HIGHWAY.
- PROPERTY WAS LISTED FOR SALE WITH UPSIDE REALTY, LLC AT A PRICE OF \$195,000 (MLS #556764). PROPERTY WAS ON THE MARKET FOR 541 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 17-1S-30-1211-000-000
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA



December 2, 2021





December 2, 2021

- Override 1
- Property Line
- Boundary
- Map Grid

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0 0.01 0.03 0.06 mi

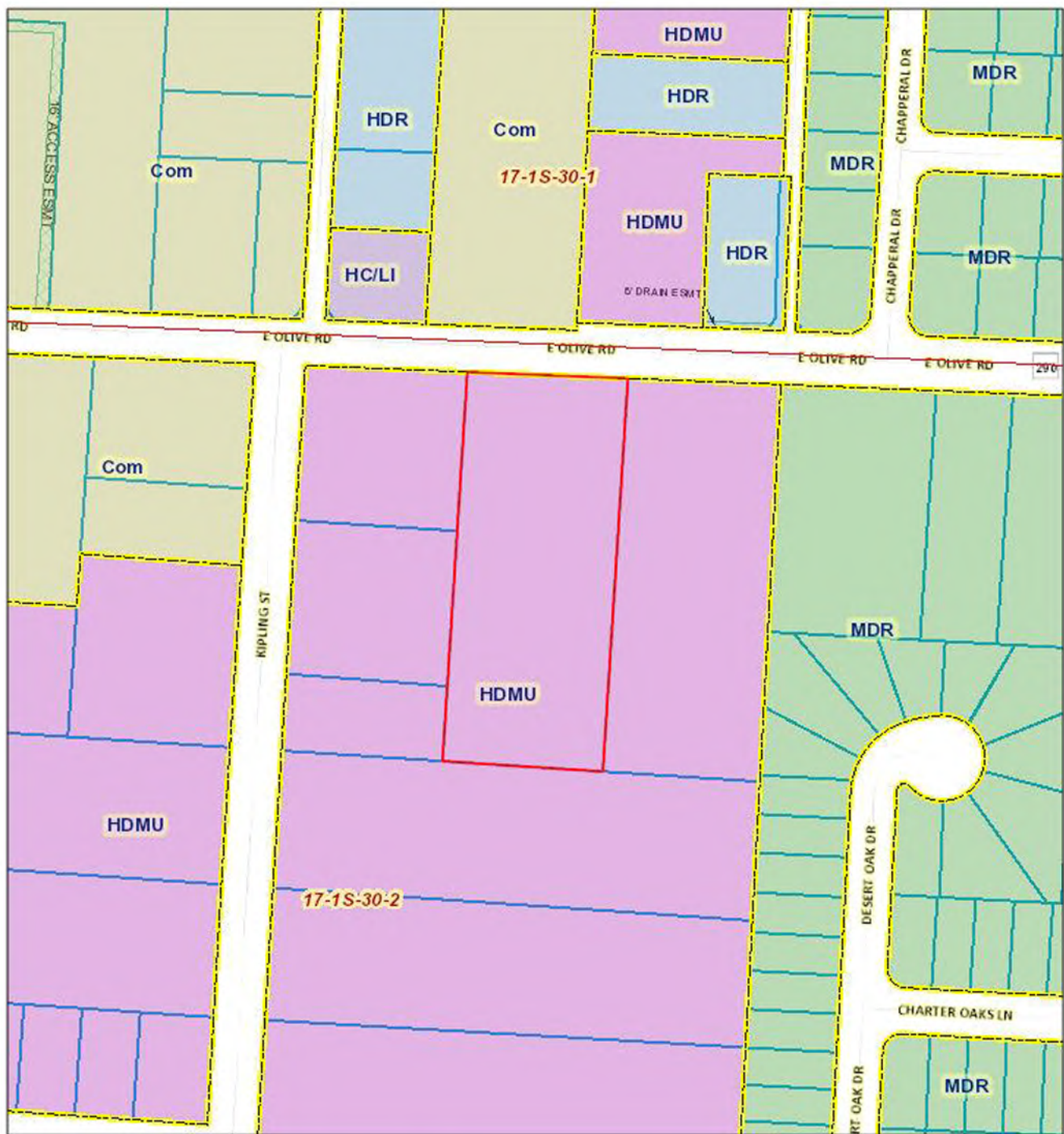
0 0.02 0.04 0.09 km

COMPARABLE LAND SALE

COMPARABLE NO.:	3	RECORD NUMBER: 1121
CLASSIFICATION:	LAND	
DATE:	04/10/2020	
LOCATION:	2879 EAST OLIVE ROAD, PENSACOLA, FLORIDA	
SALES PRICE:	\$255,000	
GRANTOR:	ZHIKE FANG	
GRANTEE:	MSA PENSACOLA LLC	
REFERENCE:	OR 8279 PAGE 1597; GCMLS #2334767	
TERMS:	CASH TO SELLER/ARM'S LENGTH TRANSACTION	
ZONING:	HDMU; HIGH DENSITY MIXED-USE	
HIGHEST AND BEST USE:	MULTIPLE-FAMILY RESIDENTIAL	
LAND SIZE:		
NUMBER OF ACRES:	2.5 ACRES (108,900 SQ. FT.)	
FRONT FEET:	209 FT.	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$2.34	
PER ACRE:	\$102,000	
PER FRONT FOOT:	\$1,220.10	

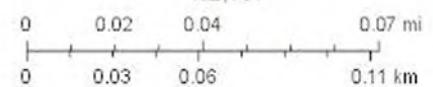
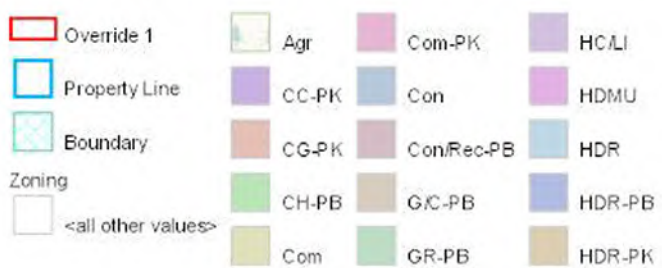
REMARKS:

- INTERIOR PARCEL IS LOCATED ON THE SOUTH SIDE OF EAST OLIVE ROAD, JUST EAST OF KIPLING STREET.
- A RESIDENTIAL STRUCTURE OF NOMINAL VALUE WAS SITUATED ON PARCEL.
- PROPERTY WAS LISTED FOR SALE WITH SVN/SOUTHLAND COMMERCIAL REAL ESTATE AT A PRICE OF \$299,900 (GCMLS #2334767). PROPERTY WAS ON THE MARKET FOR 671 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH MICHAEL CARRO (BROKER) OF SVN/SOUTHLAND COMMERCIAL REAL ESTATE.
- PARCEL I.D. #: 17-1S-30-3000-000-011
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.



January 5, 2021

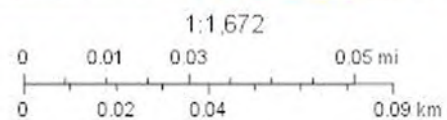
1:2,197





January 5, 2021

- Override 1
- Property Line
- Boundary
- Map Grid



COMPARABLE LAND SALE

COMPARABLE NO.: 4 RECORD NUMBER: 1263

CLASSIFICATION: MULTIPLE-FAMILY RESIDENTIAL LAND

DATE: 12/06/2021

LOCATION: 2475 EAST JOHNSON AVENUE PENSACOLA, FLORIDA

SALES PRICE: \$200,000

GRANTOR: STEPHEN BENJAMIN PICKERING, JR AND
JOAN MARIE PICKERING

GRANTEE: YELLOW HAT CONSTRUCTION COMPANY LLC

REFERENCE: OR 8676 PAGE 312; GCMLS #2392776

TERMS: CASH TO SELLER/ARM'S LENGTH TRANSACTION

ZONING: HDMU; HIGH DENSITY MIXED-USE

HIGHEST AND BEST USE: MULTIPLE-FAMILY RESIDENTIAL

LAND SIZE: 1.9274 ACRES

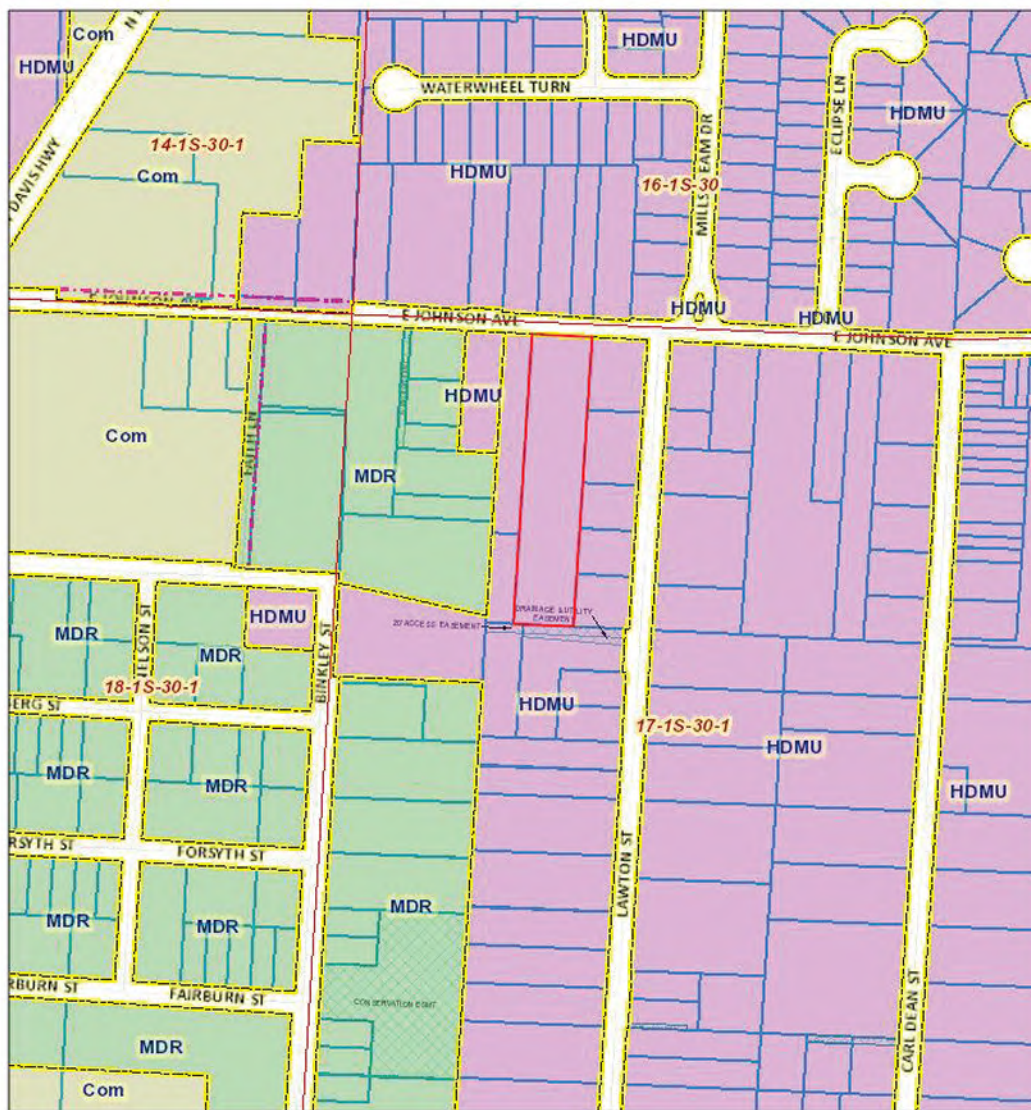
FRONT FEET: 132 FT.

LAND UNIT PRICE:

PER ACRE: \$103,766.73

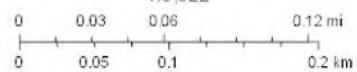
REMARKS:

- SHERRILL APPRAISAL COMPANY FILE #21-0098
- PARCEL IS LOCATED ON THE SOUTH SIDE OF EAST JOHNSON AVENUE, JUST EAST OF NORTH DAVIS HIGHWAY.
- PARCEL IS IMPROVED WITH A SMALL RESIDENTIAL STRUCTURE OF NOMINAL VALUE.
- PROPERTY WAS LISTED FOR SALE WITH ALLIANCE REAL ESTATE AT A PRICE OF \$252,000 (GCMLS #2392776). PROPERTY WAS ON THE MARKET FOR 160 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 17-1S-30-2101-000-030
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA



August 25, 2021

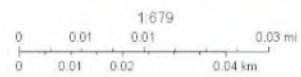
1:3,622



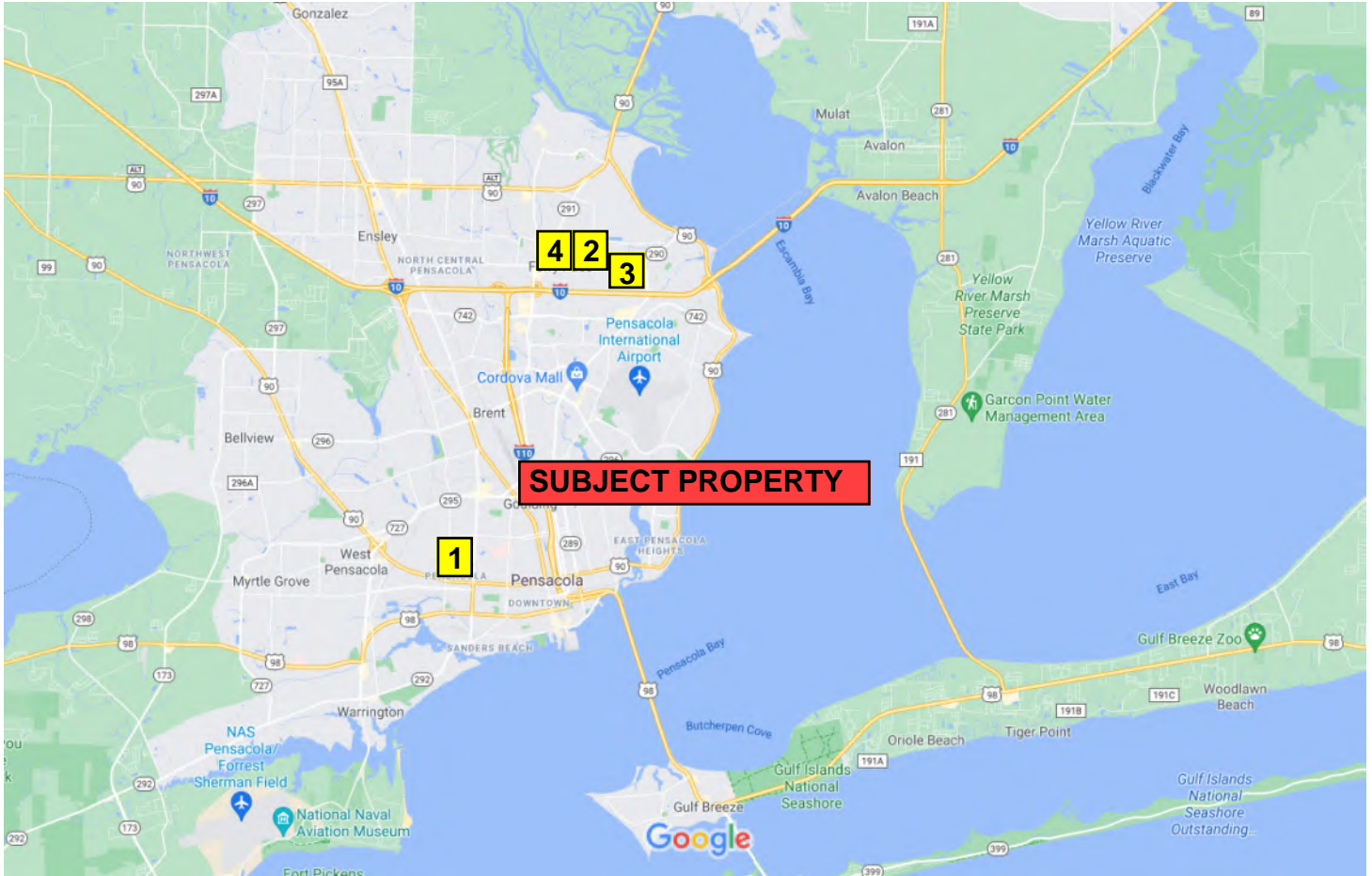


August 25, 2021

- Override 1
- Property Line
- Right of Way
- Boundary
- Map Grid



COMPARABLE LOCATION MAP



APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI
TITLE: President
OFFICE ADDRESS: Sherrill Appraisal Company
2803 East Cervantes Street, Suite C
Pensacola, Florida 32503
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

Appraisal Institute

Eminent Domain and Condemnation
Uniform Standards of Professional Appraisal Practice
Business Practices and Ethics
Analyzing Operating Expenses
Appraising from Blueprints and Specifications
Feasibility, Market Value, and Investment Timing
Analyzing Distressed Real Estate
Hotel/Motel Valuation
Effective Appraisal Report Writing
FHA Homebuyer Protection Plan and The Appraisal Process
Standards of Professional Practice - Part C
Standards of Professional Practice - Part A
Fair Lending and the Appraiser
Appraisal of Retail Properties
Standards of Professional Practice - Part B
Understanding Limited Appraisals and General Reporting Options - General
Accrued Depreciation
Depreciation Analysis
Rates, Ratios, and Reasonableness
Comprehensive Appraisal Workshop
Real Estate Risk Analysis
New Technologies for Real Estate Appraisers
Fundamentals of Appraising Apartment Properties

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

State Certification

USPAP Updates
 Florida Appraisal Laws and Regulations
 Appraisal of 2-4 Family and Multi-Family Properties
 Challenging Assignments for Residential Appraiser's
 Foreclosure Basics for Appraiser's
 Florida Appraiser Supervisor/Trainee Rules
 Neighborhood Analysis
 Communicating the Appraisal
 Appraisal Principles
 Sales Comparison Approach
 Income Capitalization Approach
 Cost Approach
 Real Estate, Mortgages, and Law
 Essential Elements of Disclosures and Disclaimers
 Mold, A Growing Concern
 Construction Details – from Concept to Completion
 Environmental Hazards Impact on Value

EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)
 Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)
 Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)
 Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991
 Past Member, Escambia County Value Adjustment Board (2008 – 2012)
 Member, Pensacola Association of Realtors
 Member, Florida Association of Realtors
 Member, National Association of Realtors
 Member, Truist Local Advisory Board of Directors (formerly Branch Banking and Trust Company)

CIVIC ACTIVITIES:

Graduate, Leadership Pensacola (Class of 1999)
 Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient
 Past President and Executive Committee Member, Pensacola Sports Association Board of Directors
 Past Board Member, Pensacola Sports Foundation
 Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors
 Past Board Member and Trustee, Pensacola Historical Society Foundation
 Past Board Member and Executive Committee Member, Pensacola State College Board of Governors
 Past Board Director & Past Executive Committee Member, Pensacola YMCA
 Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors
 Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, Manna Food Bank, and the American Heart Association.

APPRAISER'S QUALIFICATIONS

LISTING OF APPRAISER CLIENTS:

Aegon Realty Advisors Company	Florida Department of Transportation
Aetna Realty Advisors	Gulf Coast Community Bank
Bank of America	Hancock Bank
Bank of Boston	Harvesters Federal Credit Union
Bank of Pensacola	Holley-Navarre Water
Bank South N. A.	Lakeview Center
Baptist Health Care Corp.	Lasalle Realty Advisors
Barnett Banks, Inc.	Liberty Bank
BBVA Compass	Midway Water Company
Beach Community Bank	Metropolitan Life Insurance Company
Branch Banking & Trust (BB&T)	National Bank of Commerce (Alabama)
Canadian Imperial Bank of Commerce	National Asset Management Group
Catholic Church Diocese	Navy Federal Credit Union
Centennial Bank	Pen Air Federal Credit Union
CenterState Bank	Pensacola Area Chamber of Commerce
Chase Manhattan Mortgage Corp.	Pensacola Government Credit Union
Charter Bank	Pensacola Historical Society
Chicago Title Company	Pensacola State College
Citicorp Real Estate	Pensacola Preservation Board (State of Florida)
City of Fort Walton Beach	PHH Relocation and Real Estate
City of Milton	PNC Bank
City of Pensacola	Port of Pensacola
Clarity Appraisal Management	Premier Bank (Louisiana)
Coastal Bank and Trust	Presbytery of Florida
Colonial Bank of Alabama	RBC Bank
Community Bank Of Mississippi	Recoll Management Corporation Insurance Co.
Cumberland Bank (Kentucky)	Regions Bank
Dart Appraisal Management Company	Sacred Heart Hospital
Dollar Bank	Saltmarsh, Cleaveland & Gund
Dusco Property Management	Santa Rosa County
Emerald Coast Utilities Authority	ServisFirst Bank
Episcopal Church Diocese	Smart Bank
Equity Valuation Partners	SouthState Bank
Escambia County, Florida	Southern Company
Escambia County Employees' Credit Union	SunTrust Banks, Inc.
Farm Credit of Northwest Florida	Synovus Financial
Fairfield Communities, Inc.	Travellers Realty Investment Company
Federal Aviation Administration	Trustmark Bank
Federal Deposit Insurance Corporation	Tyndall Federal Credit Union
First Alabama Bank	United Bank (Alabama)
First American Bank	Valuation Management Group
First City Bank of Fort Walton Beach	Vanguard Bank & Trust Company
First Coast Community Bank	Various Estates, Attorney's, Accountants, Insurance
First National Bank of Commerce (Louisiana)	Companies, Churches, & Property Owners
First National Bank of Florida	Wachovia Corporation
First National Bank of Georgia	Waterfront Rescue Mission
First Navy Bank	Wells Fargo Bank
Fisher Brown Insurance Company (Cost Analysis)	Whitney National Bank
Ford Motor Company	WSRE Television



Memorandum

File #: 22-00796

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

EXTENSION OF THE DOCKLESS SHARED MICROMOBILITY PILOT PROGRAM OPERATING AGREEMENT AND PERMIT.

RECOMMENDATION:

That City Council approve extending the dockless shared micromobility pilot program operating agreement and permit with Veo Ride, Inc. through October 31, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Staff requests an extension of the Dockless Shared Micromobility Pilot Program operating agreement and permit with Veo Ride, Inc. from August 31, 2022 through October 31, 2022. The purpose of the extension is to allow staff time to finalize a proposed ordinance for a permanent micromobility program and bring forth a contract with Veo.

Staff proposes the following elements be included in a permanent micromobility program and operating agreement:

- A seated scooter option from a risk management perspective.
- Forced parking for the downtown core. As seen in the 311 tickets, the majority of complaints are in the downtown area around South Palafox Street. Forced parking would create a more structured and neater system for parking. Outside the forced parking boundary, free floating parking as it exists now would still be allowed.

Forced parking would require users to end their ride in a designated area shown on the app. Through GPS technology, the ride would not be able to end until the device was located in a specific space. Users would continue to be charged for their ride. They will also receive in-app notifications that they are not in a suitable parking location if they tried to end the ride. The tentative forced parking boundary is shown in Attachment 1, but can change to stay flexible to community needs and key stakeholders, such as the Downtown Improvement Board.

- Move the weekend curfew start time, to begin at 11:00 pm instead of 12:00 am.

- Modify the permit structure to institute an annual permit fee cost, and a fee per ride to be collected on a monthly basis. The total cost would help cover the cost of the micromobility program and developing a robust multi-modal transportation network.
- Incorporate a three-tiered user fine system into the vendor contract. This system requires operators to fine users for offenses such as improperly parked vehicles and ending a ride in a geofenced area through a tiered approach.
- Require a rider survey, educational outreach, and an accessibility plan.

Background Information

Ordinance No. 17-19 created Chapter 7-9 within the City Code of Ordinances and established a 12-month shared micromobility device pilot program for the operation of shared micromobility devices.

Two vendors (Bird and Veo) were ultimately selected through an RFQ process with the ability to each deploy up to 250 scooters. Once selected as a pilot program participant, the vendor is required to submit a one-time, nonrefundable permit fee of \$500.00 and a one-time, nonrefundable fee in the amount of \$100.00 per device deployed by the vendor.

Ordinance No. 02-22 was adopted by City Council on February 10, 2022, which amended certain provisions to the original ordinance based on input and needs from the community. Sidewalk riding was prohibited along with implementation of a midnight curfew on weekends. In addition to the amendments, staff has implemented several strategies such as educational campaigns, fines for abandonment, user ID verification, and vehicle IDs.

At the June Council meeting, Council approved extending the Bird Inc. contract to align with Veo's contract expiration date of August 31, 2022. If Council approves this extension request, Bird Inc. would be required to remove all their scooter devices by close of business Sept. 1, 2022.

PRIOR ACTION:

September 19, 2019 - City Council adopted Ordinance No. 17-19 approving the Dockless Shared Micromobility Pilot Program

February 10, 2022 - City Council adopted Ordinance No. 02-22 amending the Dockless Shared Micromobility Pilot Program

May 26, 2022 - Mayor withdrew for consideration Resolution No. 2022-048 extending the Dockless Shared Micromobility Pilot Program through March 1, 2023

June 16, 2022 - City Council extended the pilot program and operating agreement with Bird, Inc. through August 31, 2022.

FUNDING:

Budget: \$ N/A

Actual: \$ N/A

FINANCIAL IMPACT:

A permit fee will be assessed should a new operating agreement be approved in the future.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/8/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, P.E., Director of Public Works and Facilities
Brad Hinote, P.E., City Engineer
Caitlin Cerame, AICP, Transportation Planner

ATTACHMENTS:

- 1) Background Information and Data
- 2) Micromobility Franchise Service Area Map Adopted 2/10/22
- 3) Ordinance No. 02-22 Amending Chapter 7-9 Micromobility Pilot Program Adopted 2/10/22
- 4) VeoRide, Inc. Operating Agreement and Permit Executed 8/19/21

PRESENTATION: Yes

Shared Dockless Micromobility Pilot Program Background Information and Data

Pensacola Downtown Improvement Board (DIB) Meeting - August 8, 2022

The DIB put forth the following recommendations on the micromobility program:

- Veo seated scooter.
- Fines should be collected by vendor and a portion given to the City or downtown charity.
- Push notification in-app clearly stating the \$150 fine for violating the micromobility ordinance before every ride starts.
- Replace No Sidewalk Riding stickers on devices with ones that emphasize the \$150 fine.
- Voice activated system emphasizing no sidewalk riding in the Palafox Street area to help mitigate conflicts with pedestrians.
- Delineate the forced parking boundary to replicate the DIB boundary and extend to Plaza de Luna.

Baptist Hospital

The trauma team has shared that they have not had any trauma registry patients from the stand up scooters since the City disabled them between midnight and 5am. We have seen a few patients come in with injuries from seated scooters, but only 2 or 3. Our team further reports that they agree that seated scooters are much safer than the stand-up scooters. The patient injuries on the stand-up scooters were far more severe with head injuries requiring prolonged ICU care. Most patient injuries on a seated scooter are not as severe and usually are extremity fractures.

Enforcement

The Pensacola Police Department (PPD) began an enforcement initiative on July 18, 2022. The PPD can issue warnings and citations for violation of traffic laws. PPD and Parking Ambassadors can also issue citations for violations of the micromobility ordinance in the amount of \$150.00

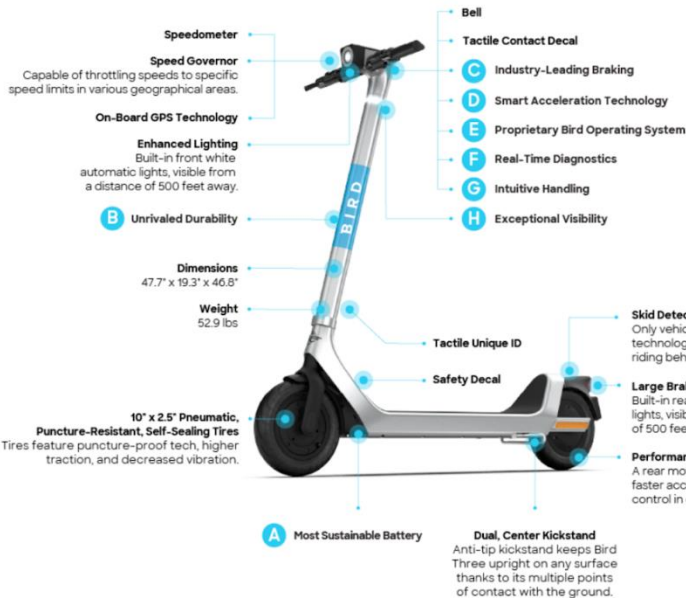
Incentivized Parking

The Public Works Department initially installed 15 (fifteen) e-scooter corrals in the downtown core area on June 16th. Two weeks later, 15 (fifteen) more corrals were installed. Preliminary data shows the following start and end ride percentages within the corrals compared to all rides from June 16 – July 16:

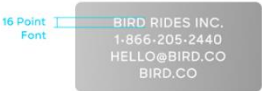
	Percentage of Rides Starting in Corrals	Percentage of Rides Ending in Corrals
Bird	20.25%	12.76%
Veo	31.8%	18.6%

Vehicle Specs:

BirdThree



TACTILE CONTACT DECAL



SAFETY DECAL



TACTILE UNIQUE ID

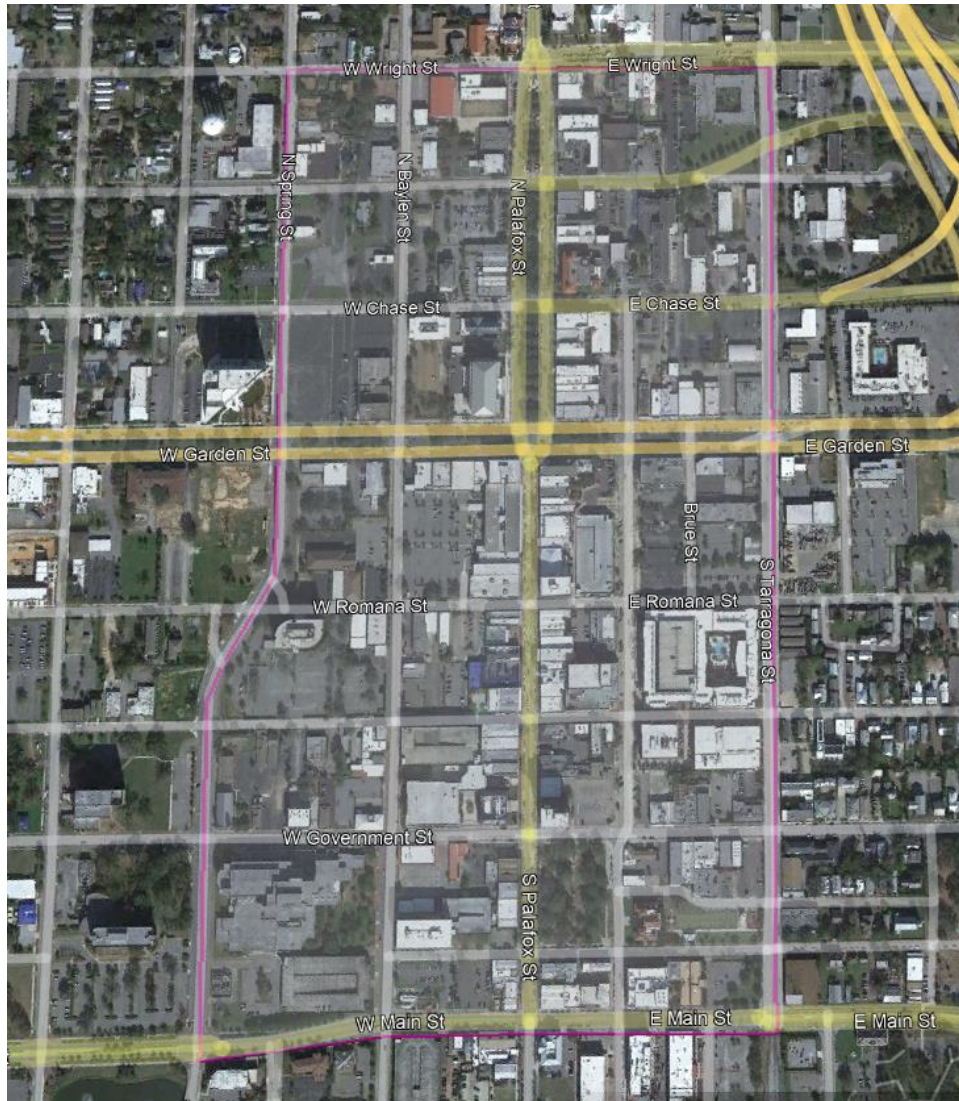


TACTILE UNIQUE ID





Forced Parking Boundary (Subject to change)



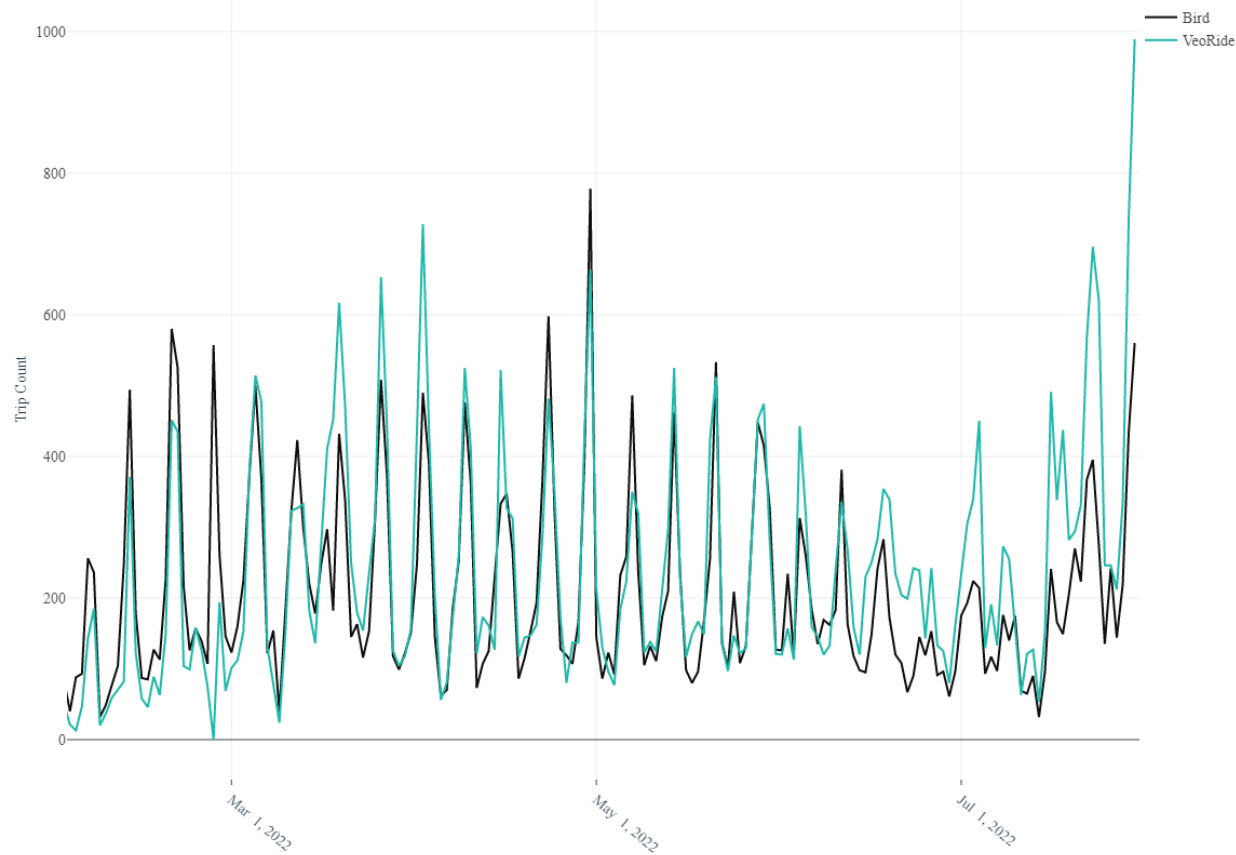
Monthly Rides and Miles Traveled

	# of Rides	Total Miles Traveled
July 21'	1,453	3,704
August	6,340	14,633
September	15,838	33,971
October	17,335	34,971
November	14,045	33,135
December	10,659	33,135
January	5,556	12,007
February	8,781	20,667
March	15,875	41,783
April	16,128	43,596
May	17,880	51,861
June	11,087	30,108
July 22'	16,913	24,845

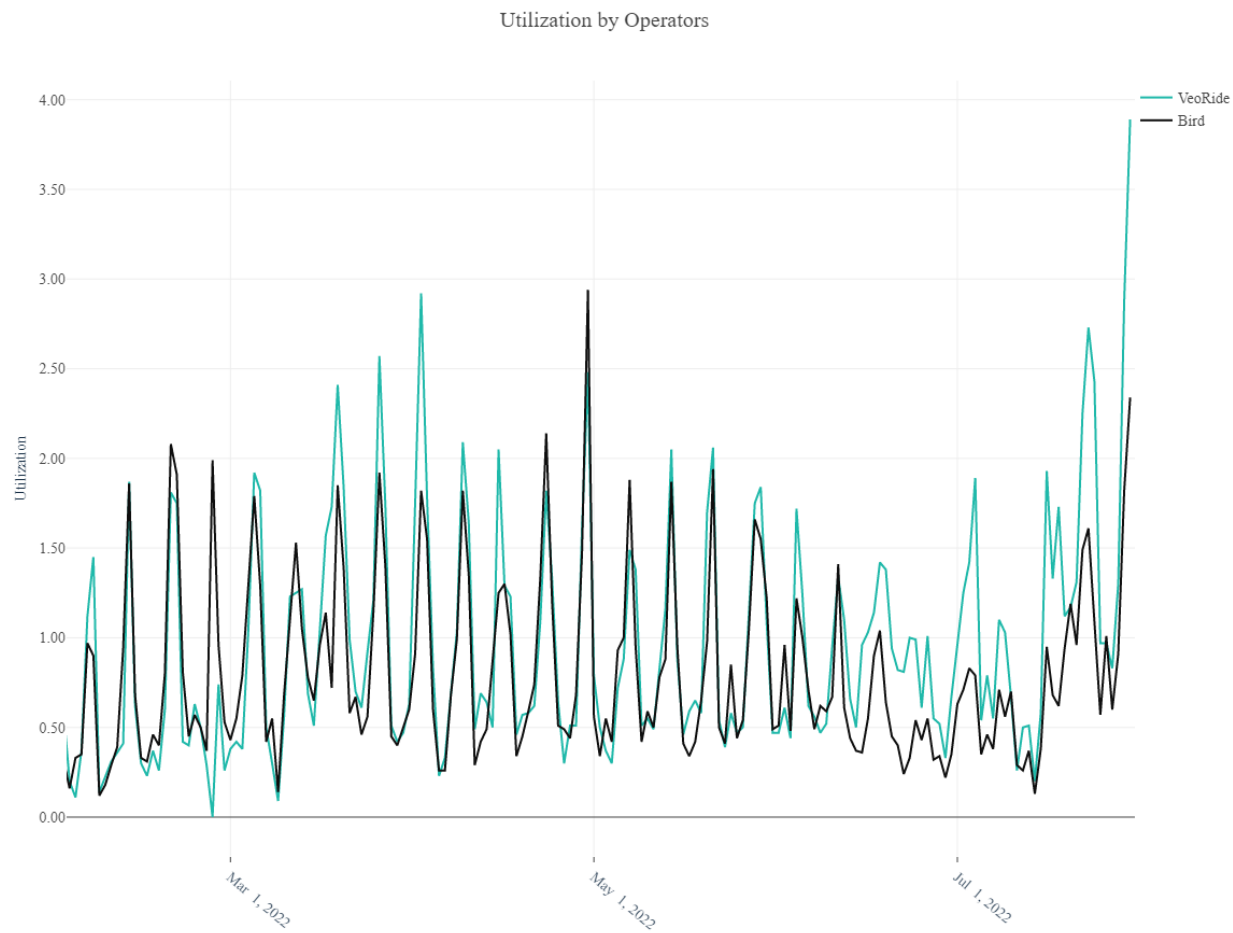
Other statistics:

- 474 trips either started or ended in City owned parking lots, excluding parking garages.
- 18% or 25,444 trips ended at a City Park.
- The number of trips starting outside of the downtown core is increasing indicating that not as many trips are starting and ending only in the downtown. Major destinations include Bayview Park, Maritime Park, Jefferson Street, and South Palafox Street.

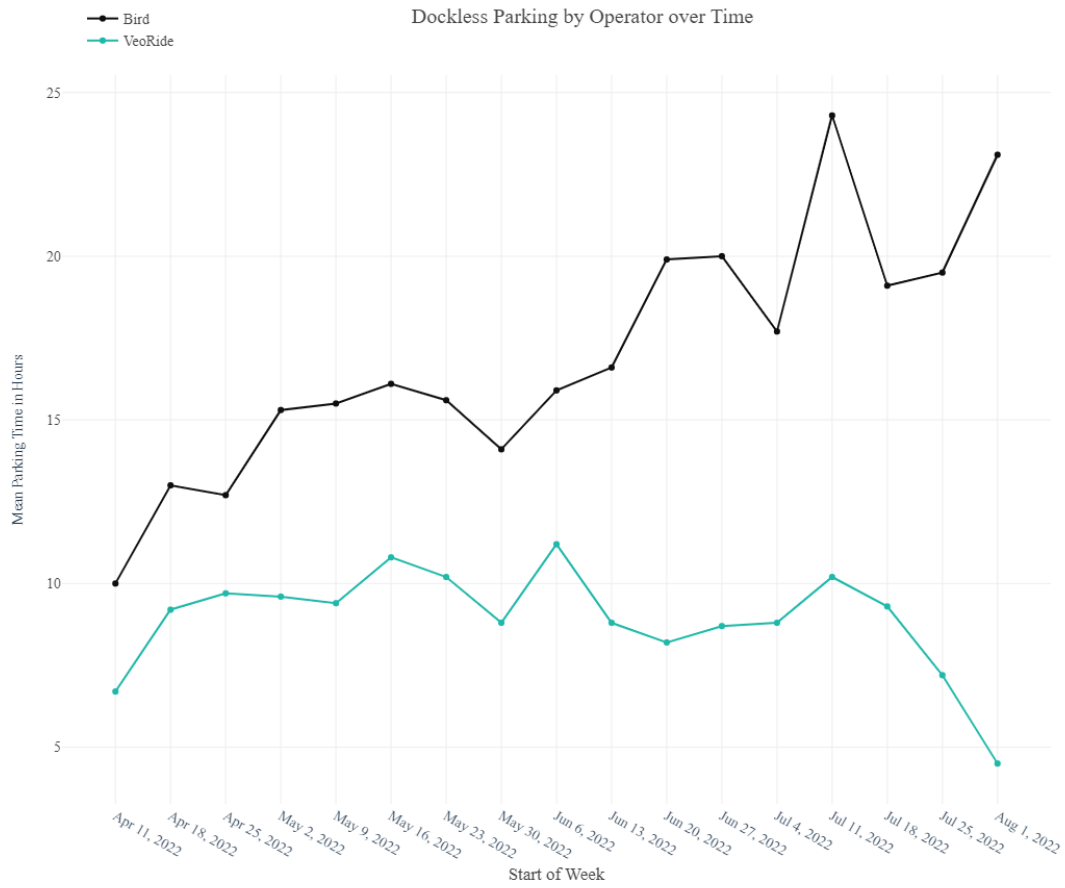
Trip Count: February 1 – July 31



Trip Utilization: February 1 – July 31

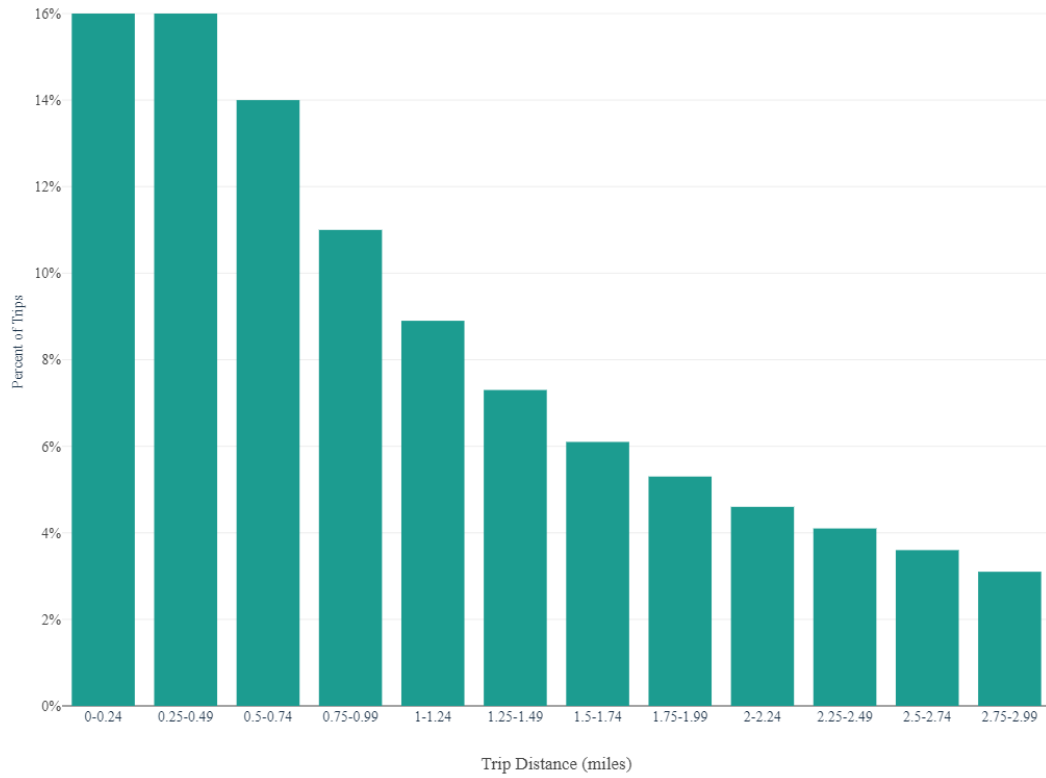


Mean Parking Time by Operator: April 1 – August 1

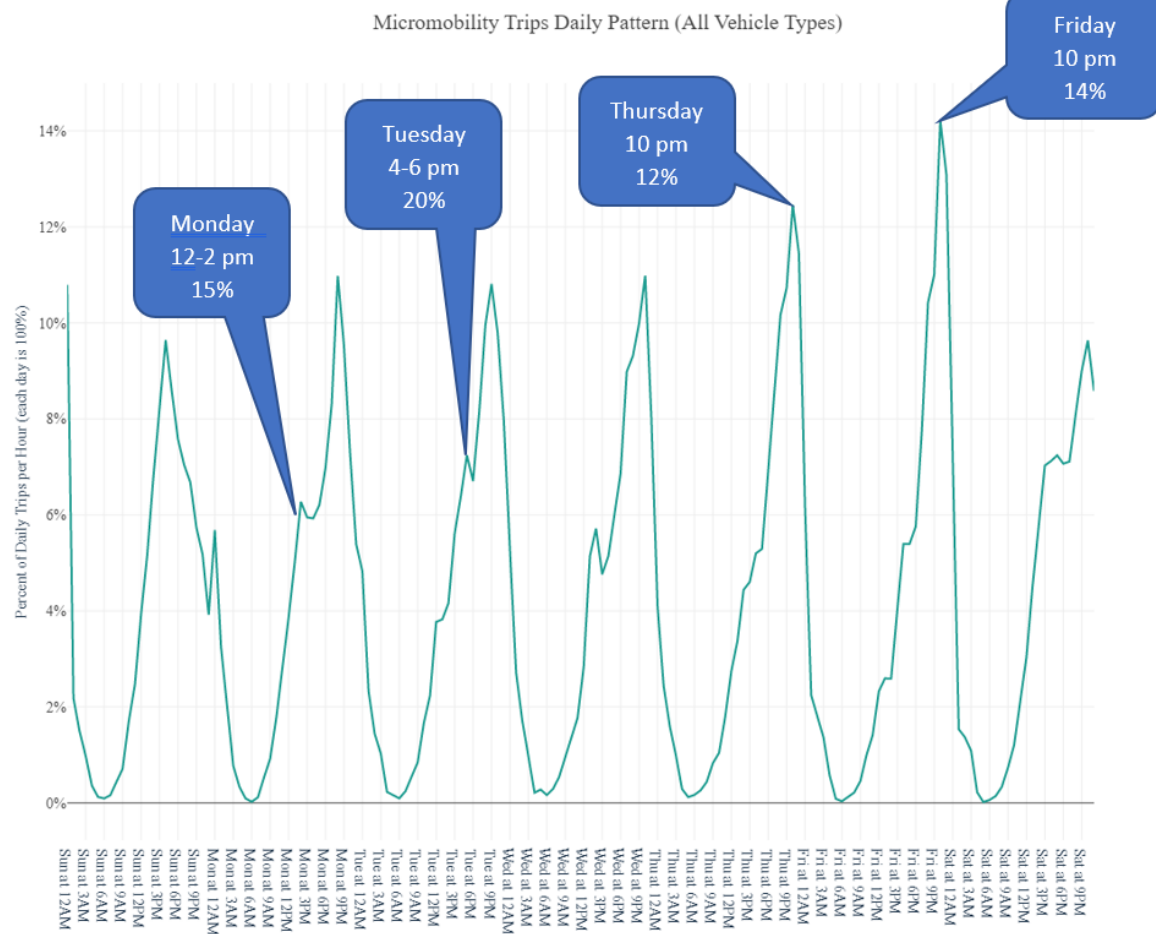


Trip Distance Distribution

Trip Distance Distribution for Micromobility Trips (All Vehicle Types)



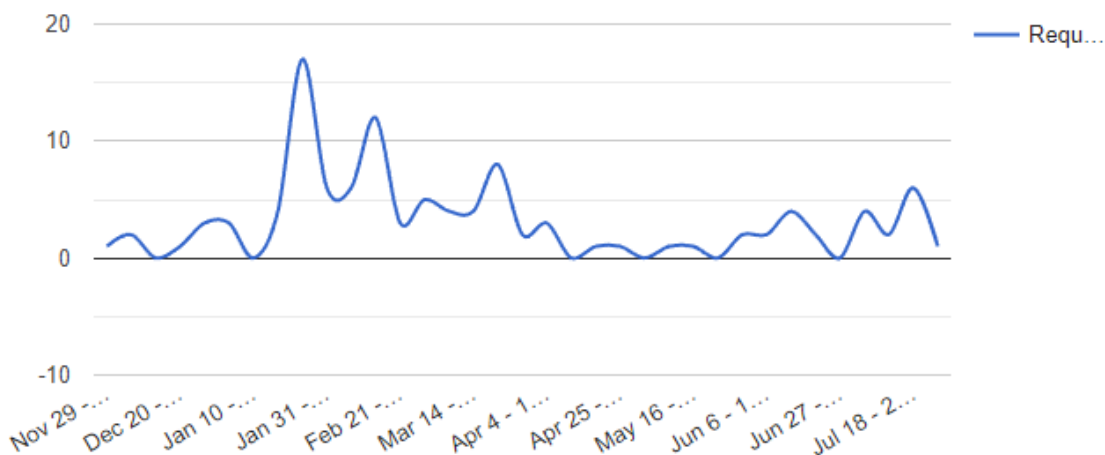
Trip Time and Day Percentages



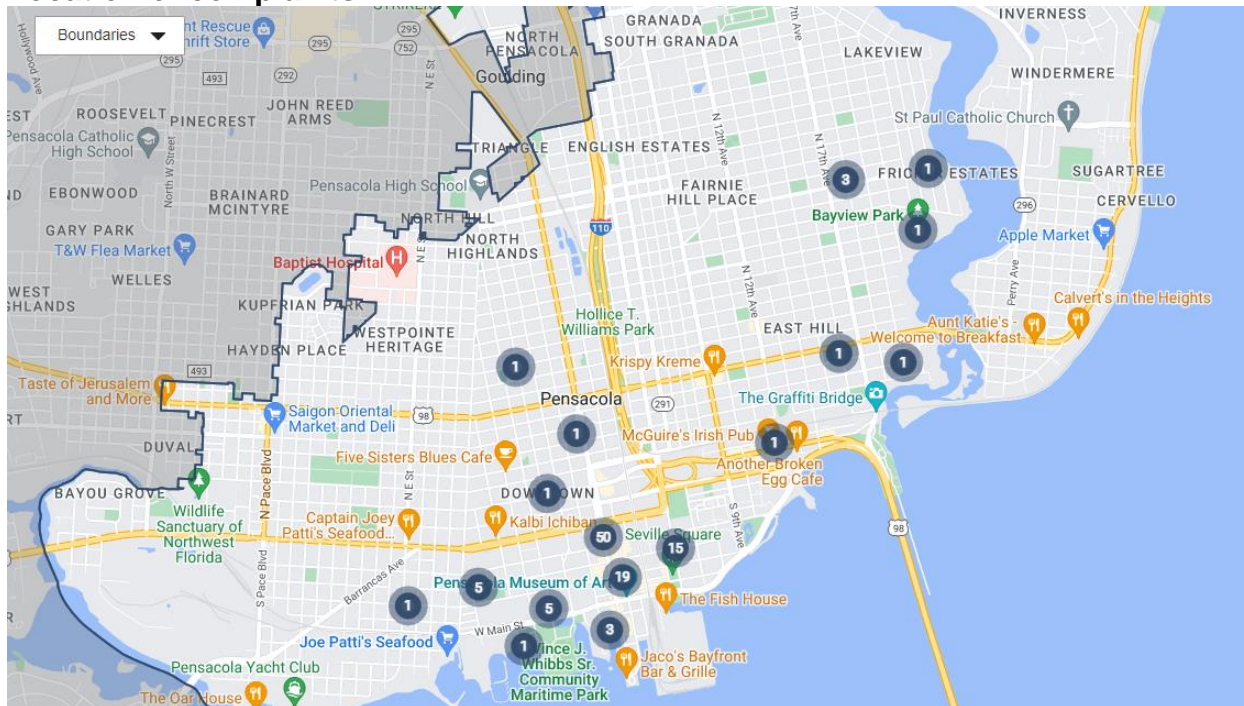
The map displays the city of Pensacola, Florida, with a grid of streets. The city is divided into several neighborhoods, including North Hill, East Hill, and the Port of Pensacola. Major roads like E. Main St, W. Main St, and E. 34th St are clearly marked. The map also shows the Gulf of Mexico to the south and the city's proximity to the Port of Pensacola.

311 Tickets

Between July 19, 2021 – August 1, 2022, 111 tickets have been received regarding e-scooter concerns. The majority of tickets are regarding improperly parked vehicles. The number of concerns has been trending down, with a recent uptick to 6 tickets between July 18-24. Further investigation shows that some of these concerns were not violations and rather confusion regarding the allowance to park on the sidewalk.



Location of complaints:



Violations and Fines

From June 20 – July 31 2022, parking services has issued 9 (nine) violations to the vendors in accordance with Code of Ordinance Section 7-9-7. The permit violations occurred when vendors did not respond within the hour demonstrating that the issue had been resolved. In some instances, parking services staff had to relocate a vehicle for an additional fine. In total, staff issued \$1,550 in fines.

Shared Micromobility Devices Franchise Area Map

- Micromobility Franchise Area
- No Sidewalk Parking Zones
- No Riding Zones
- Exclusion Areas

City of Pensacola

Escambia County

0 0.25 0.5 Miles

Date: 1/24/2022

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.

PENSACOLA
FLORIDA'S FIRST & FUTURE

**Jefferson St
parking garage
excluded**

**Escambia County offices
and parking garage excluded**

**parking garage
excluded**

**parking garage
corner of Main St
and Baylen St
excluded**

**Veterans
Memorial Park
excluded**

**Southtowne
parking garage
excluded**

**Ferry building
excluded**

PROPOSED
ORDINANCE NO. 01-22

ORDINANCE NO. 02-22

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA
AMENDING CHAPTER 7-9 OF THE CODE OF THE CITY OF
PENSACOLA TO REGULATE A DOCKLESS SHARED
MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR
INDEMNIFICATION AND INSURANCE; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.041, Florida Statutes, provides for procedures
for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, the City of Pensacola ("City") is subject to the Florida Uniform
Traffic Control Laws; and

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities
to enact ordinances to permit, control or regulate the operation of vehicles, golf
carts, mopeds, micromobility devices, and electric personal assistive mobility
devices on sidewalks or sidewalk areas when such use is permissible under
federal law as long as such vehicles are restricted to a maximum speed of 15
miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

WHEREAS, the City strives to keep the City rights-of-ways compliant with
the Americans with Disabilities Act (ADA), and other federal and state
regulations, and is committed to keeping the City accessible for the mobility
challenged; and

WHEREAS, the regulated and permitted operation of dockless shared
micromobility devices is recognized as an alternative means of personal
transportation; and

WHEREAS, dockless shared micromobility devices left unattended and
parked or leaned on walls or left on sidewalks creates a hazard to pedestrians
and individuals needing access and maneuverability for ADA mobility devices;
and

WHEREAS, the City has a significant interest in ensuring the public safety
and order in promoting the free flow of pedestrian traffic on streets and
sidewalks; and

WHEREAS, the City desires to study the impacts of dockless sharedmicromobility devices; and

WHEREAS, the City Council on September 12, 2019 authorized the City to engage in a 12 month pilot program to permit, control and regulate the use of dockless shared micromobility devices on sidewalks and sidewalk areas within the City; and

WHEREAS, due to the Coronavirus Pandemic, the shared micromobility vendor request for qualifications was delayed and micromobility devices did not deploy until July 19, 2021; and

WHEREAS, after six (6) months into the pilot program, the City Council desires to amend the regulations based on relevant data and community input; and

WHEREAS, Chapter 11-4 of the City Code of the City of Pensacola provides standards relating to the regulation of City rights-of-way; and

WHEREAS, the City's intent for instituting the Pilot Program is to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting to inform the City on whether to engage a future procurement process for a dockless shared micromobility device program, or other modes of dockless shared transportation, as a permanent transportation program;

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

SECTION 1. Chapter 7-9, providing for a Dockless Shared Micromobility Device Pilot Program is hereby amended to read as follows

Sec. 7-9-1. - Establishment of dockless shared micromobility device pilot program.

The purpose of this chapter is to establish, permit and regulate a dockless shared micromobility device pilot program in the city. The provisions of this chapter shall apply to the dockless shared micromobility device pilot program and dockless shared micromobility devices. For the purpose of this chapter, the applicant, managing agent or vendor, and owner shall be jointly and severally liable for complying with the provisions of this chapter, the operating agreement and permit.

Sec. 7-9-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions in F.S. ch. 316 apply to this chapter and are hereby incorporated by reference.

Dockless shared micromobility device (micromobility device) means a micromobility device made available for shared use or rent to individuals on a short-term basis for a price or fee.

Dockless shared micromobility device system means a system generally, in which dockless shared micromobility devices are made available for shared use or rent to individuals on a short-term basis for a price or fee.

Geofencing means the use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

Micromobility device shall have the meaning ascribed to it in F.S. § 316.003, as amended. Micromobility devices are further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Motorized scooter means any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Pedestrian means people utilizing sidewalks, sidewalk area or rights-of-way on foot and shall include people using wheelchairs or other ADA-compliant devices.

Rebalancing means the process by which shared micromobility devices, or other devices, are redistributed to ensure their availability throughout a service area and to prevent excessive buildup of micromobility devices or other similar devices.

Relocate or relocating or removal means the process by which the city moves the micromobility device and either secures it at a designated location or places it at a proper distribution point.

Rights-of-way means land in which the city owns the fee or has an easement devoted to or required for use as a transportation facility and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over

the surface and the area below the surface of such rights-of-way.

Service area means the geographical area within the city where the vendor is authorized to offer shared micromobility device service for its users/customers as defined by the pilot program operating agreement and permit.

Sidewalk means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

Sidewalk area includes trail in the area of a sidewalk, as well as the sidewalk and may be a median strip or a strip of vegetation, grass or bushes or trees or street furniture or a combination of these between the curb line of the roadway and the adjacent property.

User means a person who uses a digital network in order to obtain a micromobility device from a vendor.

Vendor means any entity that owns, operates, redistributes, or rebalances micromobility devices, and deploys a shared micromobility device system within the city.

Sec. 7-9-3. - Pilot program for shared micromobility devices on public rights-of-way; establishment; criteria.

- (a) The city hereby establishes a 12-month shared micromobility device pilot program for the operation of shared micromobility devices on roadways within the city limits.
- (b) It is anticipated the pilot program will commence on January 1, 2020, or on such other date as directed by the city council ("commencement date") and will terminate 12 months after the commencement date.
- (c) Shared micromobility devices shall not be operated in the city unless a vendor has entered into a fully executed operating license agreement and permit ("pilot program operating agreement and permit") with the city. The mayor is authorized to develop, and execute, the pilot program operating agreement and permit and any other documents related to the pilot program.
- (d) If two or more shared micromobility devices from a vendor, without a valid pilot program operating agreement and permit with the city, are found at a particular location within the city, it will be presumed that they have been deployed by that vendor, and it will be presumed the vendor is in violation of this chapter and the shared micromobility devices are subject to impoundment.

- (e) A vendor shall apply to participate in the pilot program. The mayor shall select up to two vendors to participate in the pilot program, unless otherwise directed by the city council.
- (f) No more than a total of 500 micromobility devices, distributed equally among the vendors selected to participate in the pilot program, or as directed by the mayor, will be permitted to operate within the city during the pilot program. Micromobility devices that are impounded or removed by the city shall count towards the maximum permitted micromobility devices authorized within the city.
- (g) Once selected as a pilot program participant, a vendor shall submit a one-time, nonrefundable permit fee of \$500.00, prior to entering into the pilot program operating agreement and permit, which shall be used to assist with offsetting costs to the city related to administration and enforcement of this chapter and the pilot program.
- (h) In addition to the nonrefundable permit fee set forth herein, prior to entering into the pilot program operating agreement and permit, a vendor shall remit to the city a one-time, nonrefundable fee in the amount of \$100.00 per device deployed by the vendor.
- (i) Prior to entering into a pilot program operating agreement and permit, a vendor shall, at its own expense, obtain and file with the city a performance bond in the amount of no less than \$10,000.00. The performance bond shall serve to guarantee proper performance under the requirements of this chapter and the pilot program operating agreement and permit; restore damage to the city's rights-of-way; and secure and enable city to recover all costs or fines permitted under this chapter if the vendor fails to comply with such costs or fines. The performance bond must name the city as obligee and be conditioned upon the full and faithful compliance by the vendor with all requirements, duties and obligations imposed by this chapter and the pilot program operating agreement and permit. The performance bond shall be in a form acceptable to the city and must be issued by a surety having an A.M. Best A-VII rating or better and duly authorized to do business in the state. The city's right to recover under the performance bond shall be in addition to all other rights of the city, whether reserved in this chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the city may have. Any proceeds recovered under the performance bond may be used to reimburse the city for such additional expenses as may be incurred by the city as a result of

the failure of the vendor to comply with the responsibilities imposed by this chapter, including, but not limited to, attorney's fees and costs of any action or proceeding and the cost to relocate any micromobility device and any unpaid violation fines.

- (j) The pilot program operating agreement and permit will be effective for a 12-month period and will automatically expire at the end of the 12-month period, unless extended, or otherwise modified, by the city council. Upon expiration of the pilot program, vendors shall immediately cease operations and, within two business days of the expiration of the pilot program, vendors shall remove all micromobility devices from the city, unless otherwise directed by the mayor. Failure to remove all micromobility devices within the two business day timeframe, may result in the impoundment of the micromobility devices and the vendor will have to pay applicable fees to recover the micromobility devices from impound in accordance with this chapter.
- (k) In the event the pilot program is extended, or otherwise modified by the city council, the pilot program operating agreement and permit may be extended consistent with such direction.
- (l) Upon expiration of the pilot program, micromobility devices shall not be permitted to operate within the city until and unless the city council adopts an ordinance authorizing the same.

Sec. 7-9-4. - Operation of a dockless shared micromobility device system—Vendors' responsibilities and obligations; micromobility device specifications.

- (a) The vendor of a shared micromobility device system is responsible for maintenance of each shared micromobility device.
- (b) The micromobility device shall be restricted to a maximum speed of 15 miles per hour within the city.
- (c) Each micromobility device shall prominently display the vendor's company name, a unique identification number, and contact information, which may be satisfied by printing the company's uniform resource locator (URL) or providing a code to download company's mobile application.
- (d) Vendors must comply with all applicable local, state and federal regulations and laws.
- (e) Vendors must provide to the city an emergency preparedness plan that details where the micromobility devices will be located and the

amount of time it will take to secure all micromobility devices once a tropical storm or hurricane warning has been issued by the National Weather Service. The vendor must promptly secure all micromobility devices within 12 hours of an active tropical storm warning or hurricane warning issued by the National Weather Service. Following the tropical storm or hurricane, the city will notify the vendor when, and where, it is safe to redistribute the micromobility devices within the city.

- (f) Micromobility devices that are inoperable/damaged, improperly parked, blocking ADA accessibility or do not comply with this chapter must be removed by the vendor within one hour upon receipt of a complaint. An inoperable or damaged micromobility device is one that has non-functioning features or is missing components. A micromobility device that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fines, or penalties.
- (g) Vendors shall provide the city with data as required in the pilot program operating agreement and permit.
- (h) Vendors must provide details on how users can utilize the micromobility device without a smartphone.
- (i) Vendors must rebalance the micromobility devices daily based on the use within each service area as defined by the pilot program operating agreement and permit to prevent excessive buildup of units in certain locations.
- (j) The vendor's mobile application and website must inform users of how to safely and legally ride a micromobility device.
- (k) The vendor's mobile application must clearly direct users to customer support mechanisms, including, but not limited to, phone numbers or websites. The vendor must provide a staffed, toll-free customer service line which must provide support 24 hours per day, 365 days per year.
- (l) The vendor must provide a direct customer service or operations staff contact to city department staff.
- (m) All micromobility devices shall comply with the lighting standards set forth in F.S. § 316.2065(7), as maybe amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

- (n) All micromobility devices shall be equipped with GPS, cell phone or a comparable technology for the purpose of tracking.
- (o) All micromobility devices must include a kickstand capable of keeping the unit upright when not in use.
- (p) The only signage allowed on a micromobility device is to identify the vendor. Third-party advertising is not allowed on any micromobility device.
- (q) The mayor, at his or her discretion, may create geofenced areas where the micromobility devices shall not be utilized or parked. The vendor must have the technology available to operate these requirements upon request and make public within the vendor application. Information on geofenced areas will be available through the Engineering Department and available on the City website.
- (r) The mayor, at his or her discretion, may create designated parking zones (i.e., bike corrals) in certain areas the micromobility devices shall be parked.
- (s) No micromobility device shall be operational and available for use between the hours of 12:00 am and 5:00 am, Friday morning through Sunday morning.

Sec. 7-9-5. - Operation and parking of a micromobility device.

- (a) The riding and operating of micromobility devices upon a public sidewalk is prohibited except for the purposes of parking the device in an acceptable location and position. Micromobility devices shall be allowed to operate on public roadways. The areas listed below shall be restricted:
 - (1) Veterans Memorial Park as designated by signage;
 - (2) Where prohibited by official posting;
 - (3) Prohibited roadways identified on the Shared Micromobility Devices Franchise Area Map, which includes:
 - Cervantes Street
 - North 9th Avenue
 - Garden Street
 - Barrancas Avenue; or
 - (4) As designated in the pilot program operating agreement and permit.
- (b) A user of a micromobility device has all the rights and duties applicable to the rider of a bicycle under F.S. § 316.2065, except the

duties imposed by F.S. § 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to micromobility devices.

- (c) Micromobility devices shall be restricted to a maximum speed of 15 miles per hour.
- (d) A user operating a micromobility device upon a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances. A user may operate a micromobility device to cross prohibited roadways at intersections and designated crossings.
- (e) A user operating a micromobility device must comply with all applicable local, state and federal laws.
- (f) Use of public sidewalks for parking micromobility devices:
 - (1) Adversely affect the streets or sidewalks.
 - (2) Inhibit pedestrian movement.
 - (3) Inhibit the ingress and egress of vehicles parked on- or off-street.
 - (4) Create conditions which are a threat to public safety and security.
 - (5) Prevent a minimum four-foot pedestrian clear path.
 - (6) Impede access to existing docking stations, if applicable.
 - (7) Impede loading zones, handicap accessible parking zones or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes or be within 15 feet of a fire hydrant.
 - (8) Violate Americans with Disabilities Act (ADA) accessibility requirements.
- (g) Micromobility Devices shall not park on sidewalks designated as No Parking Zones as identified on the Shared Micromobility Devices Franchise Area Map.

Sec. 7-9-6. - Impoundment; removal or relocating by the city.

- (a) Any shared micromobility device that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with this chapter or are left unattended on public property, including sidewalks, sidewalk areas, rights-of-way and parks, may be impounded, removed, or relocated by the city. A shared rental micromobility device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly or in another location or device intended for the purpose of securing such device.

- (b) Any micromobility device that is displayed, offered, made available for rent in the city by a vendor without a valid pilot program operating agreement and permit with the city is subject to impoundment or removal by the city and will be subject to applicable impoundment fees or removal fines as specified in this chapter.
- (c) The city may, but is not obligated to, remove or relocate a micromobility device that is in violation of this chapter. A vendor shall pay a \$75.00 fee per device that is removed or relocated by the city.
- (d) Impoundment shall occur in accordance with F.S. § 713.78. The vendor shall be solely responsible for all expenses, towing fees and costs required by the towing company to retrieve any impounded micromobility device. The vendor of a micromobility device impounded under this chapter will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all applicable penalties, costs, fines or fees that are due in accordance with this chapter and applicable local, state and federal law.

Sec. 7-9-7. - Operation of a shared micromobility device program—Enforcement, fees, fines and penalties.

- (a) The city reserves the right to revoke any pilot program operating agreement and permit, if there is a violation of this chapter, the pilot program operating agreement and permit, public health, safety or general welfare, or for other good and sufficient cause as determined by the city in its sole discretion.
- (b) Violations of sections 7-9-1 through 7-9-9 shall be enforced as non-criminal violations of city ordinances.
- (c) Violations of operating a shared micromobility device system without a valid fully executed pilot program operating agreement and permit, shall be fined \$250.00 per day for an initial offense, and \$500.00 per day for any repeat offenses within 30 days of the last offense by the same vendor. Each day of noncompliance shall be a separate offense.
- (d) Violations of this chapter or of the pilot program operating agreement and permit shall be fined at \$100.00 per device per day for an initial offense, and \$200.00 per device per day for any repeat offenses within 30 days of the last same offense by the same vendor. Each day of non-compliance shall be a separate offense.
- (e) The following fees, costs and fines shall apply to vendors:

Pilot program permit fee	\$500.00 --- nonrefundable
Performance bond	\$10,000.00 minimum
One time per unit fee	\$100.00 per unit—nonrefundable
Removal or relocation by the city	\$75.00 per device
Operating without a valid operating agreement and permit fine	\$250.00 per day; \$500.00 per day for second offense
Permit violation fine	\$100.00 per device per day; \$200.00 per device per day for second offense

- (f) At the discretion of the mayor, a vendor is subject to a fleet size reduction or total pilot program operating agreement and permit revocation should the following occur:
- (1) If the violations of the regulations set forth in this chapter are not addressed in a timely manner;
 - (2) 15 unaddressed violations of the regulations set forth by this chapter within a 30-day period; or
 - (3) Submission of inaccurate or fraudulent data.
- (g) In the event of fines being assessed as specified herein or a pilot program operating agreement and permit revocation, the mayor shall provide written notice of the fines or revocation via certified mail or other method specified upon in the operating user agreement, informing the vendor of the violation fines or revocation.

Sec. 7-9-8. - Appeal rights.

- (a) Vendors who have been subject to the imposition of violation fines pursuant to section 13-3-2 or a pilot program operating agreement and permit revocation may appeal the imposition of violation fines or the revocation. Should a vendor seek an appeal from the imposition of violation fines or the pilot program operating agreement and permit revocation, the vendor shall furnish notice of such request for appeal to the city code enforcement authority no later than ten business days from the date of receipt of the certified letter informing the vendor of the imposition of violation fines or revocation of the pilot program operating agreement and permit.

- (b) Upon receipt of a notice of appeal, a hearing shall be scheduled and conducted by the special magistrate in accordance with the authority and hearing procedures set forth in section 13-2-6. The hearing shall be conducted at the next regular meeting date of the code enforcement authority or other meeting date of the code enforcement authority as agreed between the city and the vendor.
- (c) Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized.
- (d) The special magistrate shall render a final order within 30 calendar days after the hearing concludes, unless parties waive the time requirement. The final order shall contain written findings of fact, conclusions of law, recommendation to approve, approve with conditions or deny the decision subject to appeal. A copy of the order shall be provided to the parties by certified mail or, upon mutual agreement of the parties, by electrocommunication.
- (e) A vendor may challenge the final order by a certiorari appeal filed in accordance with state law with the circuit court no later than 30 days following rendition of the final decision or in any court having jurisdiction.

Sec. 7-9-9. - Indemnification and insurance.

- (a) As a condition of the pilot program operating agreement and permit, the vendor agrees to indemnify, hold harmless and defend the city, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of, or from the pilot program operating agreement and permit, the use of right-of-way or city-owned property for pilot program operations or arising from any negligent act, omission or error of the vendor, owner, or managing agent, its agents or employees or from failure of the vendor, its agents or employees, to comply with each and every requirement of this chapter, the pilot program operating agreement and permit or with any other federal, state, or local traffic law or any combination of same.
- (b) Prior to commencing operation in the pilot program, the vendor shall provide and maintain such liability insurance, property damage insurance and other specified coverages in amounts and types as determined by the city and contained in the pilot program

operating agreement and permit, necessary to protect the city its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the pilot program or its operation.

- (c) A vendor shall include language in their user agreement that requires, to the fullest extent permitted by law, the user to fully release, indemnify and hold harmless the city.
- (d) In addition to the requirements set forth herein, the vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in the pilot program operating agreement and permit.
- (e) The vendor shall provide proof of all required insurance prior to receiving a fully executed pilot program operating agreement and permit.

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: February 10, 2022

Approved: 
President of City Council

Attest:


City Clerk

**DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM
OPERATING AGREEMENT AND PERMIT**

This Micromobility Device Pilot Program Operating Agreement and Permit ("Agreement") is made this 19th day of AUGUST 2021, by and between the City of Pensacola, a Florida municipal corporation, whose address is 222 West Main Street, Pensacola, Florida 32502 ("City") and VeoRide Inc., whose address is 1001 N Milwaukee Ave., Ste. 401 Chicago, IL 60642 ("Vendor"). The City and Vendor are each individually referred to as "Party," and collectively as the "Parties."

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities to enact ordinances to permit, control or regulate the operation of vehicles, golf carts, mopeds, micromobility devices, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law as long as such vehicles are restricted to a maximum speed of 15 miles per hour. Section 316.008(7)(a), Florida Statutes; and

WHEREAS, the City strives to keep the City rights-of-ways compliant with the Americans with Disabilities Act (ADA), and other federal and state regulations, and is committed to keeping the City accessible for the mobility challenged; and

WHEREAS, the regulated and permitted operation of dockless shared micromobility devices is recognized as an alternative means of personal transportation; and

WHEREAS, dockless shared micromobility devices left unattended and parked or leaned on walls or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the City has a significant interest in ensuring the public safety and order in promoting the free flow of pedestrian traffic on streets and sidewalks; and

WHEREAS, the City desires to study the impacts of dockless shared micromobility devices; and

WHEREAS, the City Council authorizes the City to engage in a 12-month pilot program to permit, control and regulate the use of dockless shared micromobility devices on sidewalks and sidewalk areas within the City to begin on or after January 1, 2020; and

WHEREAS, Chapter 11-4 of the City Code of the City of Pensacola provides standards relating to the regulation of City rights-of-way; and

WHEREAS, the City's intent for instituting the Pilot Program is to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting to inform the City on whether to engage a future procurement process for a dockless shared micromobility device program, or other modes of dockless shared transportation, as a permanent transportation program,

WHEREAS, the circumstances related to the spread of COVID-19 have caused a delay in the Pilot Program as public safety concerns have been considered,

WHEREAS, because Vendor has committed to practices for employees and members of the public that are consistent with minimizing the spread of COVID-19, and with conditions improving regarding the spread of COVID-19, the City has determined the Pilot Program may begin,

NOW, THEREFORE, in consideration of the promises and mutual covenants of the Parties hereto, the City and Vendor hereby enter into this Agreement subject to the following terms and conditions:

1. Term. Unless earlier lawfully terminated, this Agreement shall commence on the 1st day of September, 2021, and shall automatically expire after 12-months, on the 31st day of August, 2022, unless the City Council authorizes an extension of the Pilot Program. Upon expiration of the Pilot Program, Vendor shall cease operations and within two (2) business days of the expiration of the Pilot Program, remove all Micromobility Devices from the City. Failure to remove all Micromobility Devices within the twenty (20) business day timeframe, may result in the impoundment of the Micromobility Devices and Vendor will have to pay applicable fees to recover Micromobility Devices from impound. Upon expiration of the Pilot Program, dockless shared Micromobility Devices shall not be permitted to operate within the City until and unless the City Council adopts an ordinance authorizing the operation of dockless shared Micromobility Devices within the City.

2. Permit. The Vendor is hereby granted a temporary, non-exclusive license to operate a dockless shared micromobility device during the pilot program in accordance with the City Code of the City of Pensacola, Chapter 7-12, and subject to the terms and conditions of this Agreement. The Vendor is authorized to deploy no more than 250 Micromobility Devices during the Pilot Program. Nothing in this Agreement shall be construed to grant Vendor any other rights or interest in the Public Rights-of-Way (ROW). This agreement shall not be deemed or construed to create an easement, lease, fee, or any other interest, in the ROW, shall be personal to Vendor, and shall not run with the land. This Agreement shall not be recorded or any memorandum of it. The City may terminate this Agreement, as provided under its terms, without the need for court action or court order and shall not be deemed to breach the peace as a result of such termination or other exercise of self-help under this Agreement.

3. Definitions and Applicable City Codes. The definitions and all regulations contained in the City Code of the City of Pensacola, Chapter 7-12, are hereby incorporated by reference and shall apply to this Agreement.

4. Permit Fees. Prior to deploying Micromobility Devices in the City's ROW, the Vendor shall pay to the City:

- (i) \$500.00 non-refundable Permit Fee to participate in the Pilot Program;
- (ii) \$10,000.00 minimum Performance Bond;
- (iii) \$100.00 non-refundable one time per unit fee, \$100.00 per unit;
- (iv) \$75.00 per device City Fee for device Removal or Relocation by the City;
- (v) first offense \$250.00 per day, second offense \$500.00 per day for Operating Without a Valid Operating Agreement & Permit Fine; and
- (vi) first offense \$100.00 per device per day, second offense \$200.00 per device per day for Permit Violation Fine.

The Vendor, upon City's request, shall provide the City with any documents or data appropriate for the City to calculate its entitlement under this Section.

5. Operation. Vendor shall use reasonable efforts to ensure its Micromobility Devices are operated in accordance with all applicable local, state and federal laws, including without limitation, City Code of the City of Pensacola, Chapter 7-12, and the Florida Uniform Traffic laws, as amended. The Vendor represents and warrants it knows, and will comply with, the foregoing laws. Vendor acknowledges Micromobility Devices shall not be able to exceed 15 miles per hour.

6. Parking. Vendor shall provide parking instructions to Users, indicating the Micromobility Devices should be parked next to a bicycle rack, if possible, or in other parking areas designated by the City. If there is no bicycle rack or designated parking area nearby, instructions shall indicate ADA accessibility is ensured and Micromobility Devices are prohibited from blocking the sidewalks. Micromobility Devices shall be parked upright, and parking must maintain a four-foot minimum pedestrian path on sidewalks. Micromobility Devices shall be prohibited from blocking:

- Handicap accessible areas (ramps, parking spaces, etc.)
- Business or residential entryways
- Emergency exits
- Sidewalks
- Curb ramps
- Street furniture such as benches, parklets, refuse and recycling receptacles, parking meters and parking kiosks
- Fire hydrants
- Driveways
- Parking spaces

7. Deployment Locations; Geofencing Capabilities. (a) Deployment locations for Micromobility Devices shall be set by the City. Vendor shall deploy Micromobility Devices in identified locations as depicted on Exhibit "A," attached hereto and incorporated by reference. Deployment locations may be amended by written notice to the Vendors.

(b) Vendor shall have the capability to restrict Micromobility Device usage in areas not authorized by the City for deployment. Vendor represents it will utilize proper technology (i.e., geofencing) or other appropriate measures to ensure Micromobility Devices are only deployed and utilized within the designated deployment locations as set forth in Exhibit "A" or approved in writing by the City. Vendor shall have the capability to restrict Micromobility Devices as stated in City Code of the City of Pensacola, Chapter 7-12, Section 7-12-5.

8. Abandonment. Vendor shall promptly recover and take custody of all abandoned Micromobility Devices. Vendor shall respond to a City-initiated request to relocate a Micromobility Device within one (1) hour. Failure to timely respond may result in the Micromobility Device being impounded or removed by the City subject to applicable fines and fees.

9. Markings. Vendor shall ensure each Micromobility Device is conspicuously marked with Vendor's unique branding, a unique serial number and Vendor's contact information, including a 24-hour toll-free telephone number and email address to respond to User and City issues with the Micromobility Devices. Vendor shall not apply any other markings or advertising to any Micromobility Device.

The User support contact information is:

Telephone: (855) 836-2256

Email: hello@veoride.com

Website: www.veoride.com

Social Media (Facebook/Twitter): [@veoride.mobility](#) & [@VeoRideMobility](#)

10. Maintenance. Vendor shall maintain Micromobility Devices in a good and safe working manner and in accordance with all applicable laws and shall promptly remove from the ROW any Micromobility Device that is not in good and safe working manner or fails to comply with applicable laws.

11. Data Sharing; Customer Survey. (a) During the term of this Agreement, on a quarterly basis, or as reasonably requested by the City, the Vendor shall provide City the following data, if collected, by the Vendor, in a format acceptable to the City:

- Number of Micromobility Devices in circulation;
- Number of monthly riders;
- Total number of miles traveled by users (monthly
- Average duration of ride per day of the month;

- Start point of ride heat map;
- End point of ride heat map;
- Trip patterns heat map;
- Summary of fleet numbers lost to vandalism;
- Details of complaints on crashes and injuries;
- Summary of customer comments/complaints, resolution, and average time it took to resolve each complaint;
- Average lifespan of a Micromobility Device;
- Other data requested by the City.

Crashes and injuries should be reported to the City immediately. Upon request from the City, Vendor shall provide information relating to dispute resolutions and settlements with Users.

(b) During the term of this Agreement, Vendor shall distribute a customer service satisfaction survey, the summary shall be provided to the City.

12. Insurance, Performance Bond and Indemnity.

(a) Insurance. Prior to deploying Micromobility Devices, Vendor shall procure and maintain, at their own expense, for the duration of this Agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by Vendor, their agents, representatives, employees or subcontractors.

Vendor shall maintain limits no less than:

a) Commercial General/Umbrella Liability Insurance - \$1,000,000 per occurrence limit for property damage and bodily injury. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse, and Underground Property Damage Hazard
- Products/Completed Operations
- Contractual
- Independent Vendors
- Broad form Property Damage
- Personal Injury

b) Business Automobile/Umbrella Liability Insurance - \$1,000,000 per crash for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

c) Workers' Compensation and Employers'/Umbrella Liability Insurance-Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for

\$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease as a condition of performing Work or services for the City whether or not the Vendor is otherwise required by law to provide such coverage.

Other Insurance Provisions:

Commercial General Liability and Automobile Liability Coverage:

The City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor or premises on which Vendor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Council, boards, commissions and committees, officers, agents, employees and volunteers

The Vendor's insurance coverage shall be primary insurance as respects the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers shall be in excess of Vendor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers.

Coverage shall state the Vendor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Workers' Compensation and Employers' Liability and Property Coverage:

The insurer shall agree to waive all rights of subrogation against the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Vendor in the performance of services under the Contract.

All Coverage:

The Vendor must notify the City immediately upon any notice received by Vendor from its insurance carrier(s) that a policy was suspended, voided, canceled, or reduced in coverage or limits.

If the Vendor, for any reason, fails to maintain insurance coverage that is required pursuant to the Contract, the same shall be deemed a material breach of the Contract. City, at its sole option, may terminate the Contract and obtain damages from the Vendor resulting from said breach.

Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Vendor, the City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

All insurance coverages shall be placed with companies who are either licensed by the state of Florida or admitted as a surplus lines carrier by the state. All companies shall have at least a B+10 rating by A.M. Best or other recognized rating agency.

City named as "additional insured" as its interest may appear.

Certificate of insurance(s) filed with the City Treasurer-Clerk on or before commencement of Work.

Deductibles and Self-Insured Retention:

Any deductibles or self-insured retention's must be declared to the City.

Verification of Coverage:

Vendors are reminded that regardless of what the State of Florida requirements for insurance are (including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirements for firms wishing to enter into a contract with the City. Bidders, must supply proof with their bid, of insurance meeting the above mentioned requirements or provide a letter from an authorized agent of Florida admitted insurers stating that if awarded a contract the vendor will be eligible to buy insurance in the amounts required by the contract.

The Vendor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

Subvendors:

The Vendor shall include each of its subvendors as insureds under the policies of insurance required herein.

(b) Performance Bond. Prior to the issuance of this Agreement, Vendor shall, at their own expense, obtain and file with the City a performance bond in the amount of no less than \$10,000.00, in a form acceptable to the City. The performance bond shall serve to guarantee proper performance under the requirements of this Agreement and City Ordinance; restore damage to the City's rights-of-way; and secure and enable City to recover all costs or fines permitted under the City Code if the Vendor fails to comply with such costs or fines. The performance bond must comply with the requirements of the City Code. Prior to the City filing a claim on Vendor's performance bond, City shall provide Vendor notice of its intent to use performance bond funds describing the Vendor's violation with this Agreement or the City Ordinance and such notice shall be supported by evidence showing proof of the violation. Within ten (10) business dates from the date of the notice, Vendor may respond to City with evidence showing proof of cure of the violation or to support Vendor's basis that such violation is not warranted. Notwithstanding the above language, the City may still file a claim on Vendor's performance bond if the Vendor does not respond within the ten (10) business day timeframe or, after reviewing the Vendor's documentation, the City still finds the Vendor is in violation and proceeds with filing a claim on the performance bond.

(c) Indemnification. Vendor agrees to indemnify, hold harmless and defend the City, its representatives, employees, elected and appointed officials, from and against all ADA accessibility claims and liability and any and all other liability, claims, damages, suits, losses and expenses of any kind, including reasonable attorney's fees and costs of appeal, associated with or arising out of, or from the permit, vendor's use of the rights-of-way or City-owned property for Pilot Program operations in violation of this agreement, or arising from any negligent act, omission or error of the Vendor, owner or managing agents, its agents or employees or from failure of the Vendor, its agents or employees, to comply with each and every requirements of the City Code, this Agreement, or with any applicable federal, state or local law, including traffic laws, or any combination of same. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City (including its representatives, employees, elected and appointed officials) for 1) its own negligence; or (2) Vendor's action or conduct at the direction of the City or its agents or for action. These terms shall not be construed to waive or alter any statutory or constitutional sovereign immunity rights, limitations or extend the liability provided to the City.

Vendor's contracts or end user agreements with Users of Micromobility Devices, to the fullest extent permitted by law, consistent with Florida Statutes Chapter 768, shall

obligate Users to release the City and its officers, affiliated entities, employees, agents and contractors from the same claims, damages, losses, expenses, including attorney fees, and suits for which Vendor is obligated to indemnify, defend and hold the City harmless.

Vendor's contracts or end user agreements with Users of Micromobility Devices, to the fullest extent permitted by law, shall obligate Users to release the City and its officers, affiliated entities, employees, agents and contractors from any claim, damage, loss, expense, including attorney fees, in relation to the possibility that Users may contract COVID-19 as a result of exposure while using Vendor's Micromobility Device.

13. Emergency Preparedness Plan; Tropical Storm or Hurricane Warnings. Before deploying Micromobility Devices in the City, Vendor must provide to City an emergency preparedness plan, approved by the City, that details where the Micromobility Devices will be located and the amount of time it will take to secure all Micromobility Devices once a tropical storm or hurricane warning has been issued by the National Weather Service (NWS). Once a tropical storm or hurricane warning has been issued by the NWS that includes the city of Pensacola, the vendor must remove and secure all Micromobility Devices within 24 hours of the warning issued by the NWS. Following the tropical storm or hurricane, the Vendor will not redistribute the devices without permission from the City.

14. Vendor Local Representative. Vendor shall designate one or more representatives who, as needed, can address any issues related to this Agreement in the City, in person, at any time and has authority to act on behalf of Vendor.

The City's direct contact for Vendor is Candice Xie ; telephone number: (765) 838 - 9861 ; email: Candice.xie@veoride.com .

15. Damage to City Property. To the fullest extent lawful, Vendor shall be liable to, and shall promptly reimburse the City for damage to City property, including without limitation ROW, related to or arising from a Micromobility Device user's participation in the Program, except to the extent the damage is due to the negligence or willful misconduct of the City or its agents and employees.

16. Education. Vendor shall, develop materials to instruct Users of all applicable laws, and provisions of this Agreement, that relate to operation and parking of Micromobility Devices. Vendor shall not allow any use of its Micromobility Devices by third parties/Users unless they have first reviewed these materials. Further, Vendor shall, to the City's satisfaction, educate Users regarding the necessity that Users take personal responsibility to follow all guidance regarding reducing the spread of the COVID-19 virus, including but not limited to 1) notifying Users that CDC-approved cleaning agents are being used by Vendor to maintain cleanliness; 2) advising Users to practice social

distancing and good personal hygiene; 3) warning Users not to use Micromobility Devices if Users are feeling unwell; and 4) informing Users of the possibility that COVID-19 may be contracted by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes.

17. Compliance with Laws. Vendor shall comply with all applicable laws, this Agreement and City ordinances and policies, and guarantees its employees, agents and contractors, including independent contractors, do the same.

18. Micromobility Devices Seized by the City; Impoundment. (a) Any shared Micromobility Device that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with City Code, applicable law, or left unattended on public property, including sidewalks, sidewalk areas, rights-of-way and parks, may be impounded, removed, or relocated by the City. A shared Micromobility Device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly or in another location or device intended for the purpose of securing such devices.

(b) The City's Parking Department or other designated personnel by the City may, but are not obligated to remove, relocate, or impound a Micromobility Device that is in violation of this Agreement. In some cases, Micromobility Devices may be removed and impounded in a secure location to be retrieved by the vendor. A Vendor shall pay a \$75.00 fee per device that is removed, relocated or impounded by the City. The City shall not be liable for damages connected with the removal, relocation or impoundment of Micromobility Devices, theft of Micromobility Devices, or theft of personal property contained in or on Micromobility Devices, provided that removal, relocation and / or impoundment has been performed with reasonable care.

(c) Impoundment, if occurs as a result of law enforcement involvement shall be done in accordance with F.S. § 713.78. The Vendor shall be solely responsible for all expenses, towing fees and costs required by the towing company to retrieve any impounded Micromobility Device(s).

The Vendor of a Micromobility Device impounded by law enforcement will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all applicable penalties, costs, fines or fees that are due in accordance with this Division and applicable local, state and federal law.

(d) Impounded or Removed Micromobility Devices shall count towards the permitted maximum of 250 devices per Vendor.

19. Termination; Revocation. (a) Vendor may terminate this Agreement by providing a ten (10) day written notice to City and removing all Micromobility Devices from the City. (b) The City reserves the right to revoke any Pilot Program Operating Agreement and Permit, if there is a violation of the City Code, this Agreement, public health, safety or general welfare, or for other good and sufficient cause as determined by the City in its sole discretion. (c) A Vendor is subject, at the discretion of the City Administrator, to a fleet size reduction or total Pilot Program Operating Agreement and Permit revocation should the following occur:

- (i) If the violations of the regulations set forth in this Division are not addressed in a timely manner or;
- (ii) 15 unaddressed violations of the regulations set forth by this Division within a thirty (30) day period or;
- (iii) Submission of inaccurate or fraudulent data.

(d) The City's rights of termination or revocation are in addition to all other rights and remedies which it may have at law or in equity.

20. Violations; Fines. Violations of the City Code or this Agreement shall be enforced as non-criminal infractions of City ordinances and shall be fined at \$250.00 per device per day for an initial offense, and \$500.00 per day for any repeat offenses within thirty (30) days of the last same offense by the same Vendor. Each day of non-compliance shall be a separate offense.

21. Appeals. Vendors who have been subject to imposition of violation fines or Agreement revocation, may appeal the imposition of violation fines or the revocation in accordance with the applicable City Code.

22. Notices. All notices or other correspondence or communications required by or related to this Agreement shall be in writing sent by email or, in the event of a notice of termination, revocation or violation fines, sent by regular United States Postal Service mail, postage prepaid or delivered by courier to the following:

City:

Engineering
ATTN: Mark Jackson
222 W. Main Street
Pensacola, FL 32502

With copy to:

City Attorney's Office
222 W. Main Street

Pensacola, FL 32502

Vendor:

Veoride Inc.
ATTN: Candice Xie
1001 N Milwaukee Ave., Ste. 401
Chicago, IL 60642

With a copy to:

Gutwein Law
ATTN: Brian Casserly
250 Main St. #590
Lafayette, IN 47901

The Parties may change notice information with ten (10) days written notice to all Parties.

23. Condition of Rights-of-Way (ROW). The City makes the ROW available to Vendor in an "as-is" condition. The City makes no representations or warranties concerning the condition of the ROW or its suitability for use by Vendor or its Users and the City assumes no duty to warn either Vendor or User concerning conditions that exist now or may arise in the future.

24. Damages to Vendor Property. The City assumes no liability for loss or damage to Vendor's Micromobility Devices or other property. Vendor agrees that the City is not responsible for providing security at any location where Vendor's Micromobility Devices, or other property, is stored or located. Vendor hereby waives any claim against the City in the event Vendor's Micromobility Devices or other property is lost or damaged.

25. Damages to City ROW. Vendor expressly agrees to repair, replace or otherwise restore any part or item or personal property damaged, lost or destroyed as a result of Vendor's, or its User's, use of ROW for (i) Pilot Program operations or (ii) arising from any negligent act, omission of Vendor. Should the Vendor fail to repair, replace or otherwise restore such real or personal property, Vendor expressly agrees to pay the City's cost in making such repairs, replacements or restorations. In addition, the City shall have the right to make a claim on Vendor's performance bond to recover said costs.

26. Modification. This Agreement shall not be amended, modified or canceled without the written consent of the Parties.

27. Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only.

28. **Severability of Provisions.** In the event any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

29. **Assignment.** Vendor shall not assign, delegate or transfer any right or obligation under this Agreement without City's prior written approval. Any assignment, delegation or transfer made or attempted without such approval shall be void.

30. **Binding Effect.** This Agreement shall be binding upon the Parties and upon any successor-in-interest.

31. **Controlling Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Any lawsuit arising out of or related to this Agreement, the license it grants, the Permit or the Micromobility Devices shall be filed in either the courts of Escambia County, Florida or in the United States District Court for the Northern District of Florida, to the general personal jurisdiction of which Vendor submits.

32. **Waiver.** No consent or waiver, express or implied, by any Party to this Agreement or any breach or default by any other Party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any Party to complain of any act or failure to act or to declare any of the other Parties in defaults, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of the rights and remedies under this Agreement irrespective of any waiver granted.

33. **Representations.** The Parties certify they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms. Vendor represents and warrants it is the sole owner of the Micromobility Devices.

34. **Conflicts of Interest.** Vendor represents and warrants no officer or employee of City as, or will have, a direct or indirect financial or personal interest in this Agreement, and no officer or employee of City, or member of such officer's or employee's immediate

family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Company or its contractors under this Agreement.

35. No Partnership. The Parties are not joint ventures or partners and do not have an employer-employee or master-servant relationship. City shall not be vicariously liable for Vendor or any of the Users.

36. Licensing and Taxes. Prior to deploying Micromobility Devices in the City: (a) Vendor shall obtain any applicable licenses or permits required by applicable local, state or federal law to transact business in the City and to provide City with a copy of the same and
(b) Vendor shall be a Florida corporation or properly registered with the Florida Secretary of State to conduct business in Florida and provide evidence of the same to the City.

37. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to its subject matter and supersedes all prior agreements and understandings of the Parties with respect to its subject matter. Nothing in this Agreement shall be construed to limit City's regulatory authority or waive any immunity to which the City is entitled by law.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement to be effective on the Effective Date.

VENDOR

By: 

Print Name: Bowen Xie

Title: CEO

CITY OF PENSACOLA

By: 

Print Name: Kerri Fiddler

Title: Deputy City Administrator

File name: Operating Agreement

ATTEST TO:

By: Robyn M. Tice
ASST. City Clerk, ~~Ericka L. Burnett~~ ROBYN M. TICE

Approved as to form:

By: Vanessa Moore
Assistant City Attorney, Vanessa Moore



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 43-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

PROPOSED ORDINANCE NO. 43-22 - AMENDING SECTION 7-9-5 - OPERATION AND PARKING OF A MICROMOBILITY DEVICE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 43-22 on first reading:

AN ORDINANCE AMENDING SECTION 7-9-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, OPERATION AND PARKING OF A MICROMOBILITY DEVICE; PROVIDING RESTRICTION OF ADDITIONAL ROADWAY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As the use of Micromobility Devices (Scooters) continues to be a topic of discussion at various levels and for various reasons, this item seeks to restrict the usage of "scooters" on Palafox Street between Garden St. and Main St.

PRIOR ACTION:

September 19, 2019 - City Council adopted Ordinance No. 17-19 approving the Dockless Shared Micromobility Pilot Program

February 10, 2022 - City Council adopted Ordinance No. 02-22 amending the Dockless Shared Micromobility Pilot Program

May 26, 2022 - Mayor withdrew from consideration Resolution No. 2022-048 extending the Dockless Shared Micromobility Pilot Program through March 1, 2023

June 16, 2022 - City Council extended the pilot program and operating agreement with Bird, Inc. through August 31, 2022

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 43-22

PRESENTATION: No

PROPOSED
ORDINANCE NO. 43-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 7-9-5 OF THE
CODE OF THE CITY OF PENSACOLA, FLORIDA,
OPERATION AND PARKING OF A MICROMOBILITY
DEVICE; PROVIDING RESTRICTION OF ADDITIONAL
ROADWAY; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-9-5 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 7-9-5. Operation and parking of a micromobility device.

(a) The riding and operating of micromobility devices upon a public sidewalk is prohibited except for the purposes of parking the device in an acceptable location and position. Micromobility devices shall be allowed to operate on public roadways. The areas listed below shall be restricted:

- (1) Veterans Memorial Park as designated by signage;
- (2) Where prohibited by official posting;
- (3) Prohibited roadways identified on the Shared Micromobility Devices Franchise Area Map, which includes:
 - Cervantes Street;
 - North 9th Avenue;
 - Garden Street;
 - Barrancas Avenue; ~~or~~
 - Palafox Street from Garden Street to Main Street; or
- (4) As designated in the pilot program operating agreement and permit.

- (b) A user of a micromobility device has all the rights and duties applicable to the rider of a bicycle under F.S. § 316.2065, except the duties imposed by F.S. § 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to micromobility devices.
- (c) Micromobility devices shall be restricted to a maximum speed of 15 miles per hour.
- (d) A user operating a micromobility device upon a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances. A user may operate a micromobility device to cross prohibited roadways at intersections and designated crossings.
- (e) A user operating a micromobility device must comply with all applicable local, state and federal laws.
- (f) Use of public sidewalks for parking micromobility devices:
 - (1) Adversely affect the streets or sidewalks.
 - (2) Inhibit pedestrian movement.
 - (3) Inhibit the ingress and egress of vehicles parked on- or off-street.
 - (4) Create conditions which are a threat to public safety and security.
 - (5) Prevent a minimum four-foot pedestrian clear path.
 - (6) Impede access to existing docking stations, if applicable.
 - (7) Impede loading zones, handicap accessible parking zones or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes or be within 15 feet of a fire hydrant.
 - (8) Violate Americans with Disabilities Act (ADA) accessibility requirements.
- (g) Micromobility devices shall not park on sidewalks designated as No Parking Zones as identified on the shared micromobility devices franchise area map.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

REVISED PROPOSED ORDINANCE NO. 25-22 AMENDMENT TO CITY CODE SECTION 4-3-97 -
SANITATION COLLECTION FEE AND THE SANITATION EQUIPMENT SURCHARGE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 25-22 on first reading:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Chapter 4-3 of the City Code contains rules and regulations related to garbage and refuse within the City of Pensacola. More specifically, Section 4-3-97 establishes fees and surcharges for recycling, solid waste, and refuse collection services. This section also requires that amendments to the schedule of fees and charges be made by a resolution of the City Council.

Section 4-3-97 was last amended on Sept. 9, 2021, by increasing the garbage, recycling, and trash (i.e., "monthly") collection fee from \$25.11 per month to \$26.15 per month, increasing the Sanitation Equipment Surcharge (surcharge) from \$2.04 per month to \$3.12 per month and establishing the Premium Service option. In addition to setting rates, fees, and charges, Section 4-3-97 also expressly allows for an automatic cost of living adjustment (COLA) to the monthly collection fee and the sanitation equipment surcharge each October 1st.

The monthly collection fee increase to \$26.15 per month implemented on Oct. 1, 2021, allowed for total funding of the Sanitation Services operation as budgeted in the FY2022 Adopted Budget. However, even with the annual COLA, it is not sufficient to cover the operation's future budgetary requirements (i.e., mandatory salary increases for employees covered by Collective Bargaining Agreements, other increases in personnel costs, increasing fleet maintenance costs, etc.) or build a cash reserve as required by City policy. Likewise, the increase in the surcharge taken at that time is

insufficient to fully fund the department's future capital equipment needs.

In January 2022, the City retained Geosyntec Consultants, Inc. (Geosyntec) to conduct an updated solid waste rate study and business plan for Sanitation Services (Sanitation). That study set out to determine the rates required over the next five years for Sanitation to 1) fully self-fund its entire operation, 2) fund the department's five-year Capital Improvement Plan (CIP) for the replacement of sanitation vehicles and equipment, and 3) build the required cash reserve. Additionally, Geosyntec has been tasked with the analysis of the Sanitation department's overtime trends, operational efficiencies, and identifying cost-saving options. Their findings from this additional work will be available prior to the City Council meeting for review by Council, and representatives from Geosyntec will attend the City Council meeting remotely to provide an oral presentation and overview of their findings.

Based on Geosyntec's findings and recommendations, combined with internal discussions aimed at determining an appropriate 5-year rate plan, staff is recommending the following:

- A \$1.29 increase in the monthly collection rate, bringing the rate to \$27.44 per month effective Oct. 1, 2022.
- Setting of out-year automatic increases to the monthly collection rate through FY27 as follows:
 - \$1.11 effective Oct. 1, 2023
 - \$1.15 effective Oct. 1, 2024
 - \$1.77 effective Oct. 1, 2025
 - \$0.79 effective Oct. 1, 2026
- An increase of \$1.00 in the Sanitation Equipment Surcharge, bringing the surcharge to \$4.12 per month effective Oct. 1, 2022, with an additional increase of \$1.00 effective Oct. 1, 2023, bringing the Sanitation Equipment Surcharge to \$5.12 with no further anticipated increases.

Based on further discussion with council members and for the benefit of the citizens of Pensacola during this time of elevated inflation, we are postponing the introduction of or change to any ancillary charges at this time.

PRIOR ACTION:

June 16, 2022 - City Council moved to postpone consideration of Proposed Ordinance No. 25-22 until August 18, 2022, to allow time for further assessment.

September 9, 2021 - City Council adopted Ordinance No. 28-21 adjusting the monthly sanitation equipment surcharge to \$3.12 and the sanitation collection fee to \$26.15.

September 10, 2020 - City Council adopted Ordinance No. 41-20 adjusting the monthly sanitation equipment surcharge to \$3.04 and the sanitation collection fee to \$25.11.

September 26, 2019 - City Council adopted Ordinance No. 22-19 adjusting the monthly sanitation equipment surcharge to \$2.04 and the sanitation collection fee to \$24.64.

September 13, 2018 - City Council adopted Ordinance No. 13-18 adjusting the monthly sanitation equipment surcharge to \$2.00.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the proposed ordinance would set the sanitation rate at \$27.44 per month, a \$1.29 per month increase, and would set the sanitation equipment surcharge at \$4.12 per month, a \$1.00 per month increase. Based on an estimated 21,100 customers, the increase in the sanitation rate is projected to generate an additional \$326,628.00 annually in additional Residential Refuse Container Charges and the sanitation equipment surcharge is projected to generate an additional \$253,200.00 annually for capital equipment expenditures both of which have been incorporated in the FY 2023 Proposed Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

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

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Fred Crenshaw, Sanitation Services & Fleet Management Director
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Revised Proposed Ordinance No. 25-22

PRESENTATION: Yes

PROPOSED
ORDINANCE NO. 25-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste, or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service(*)*: Twenty dollars (\$20.00)
- (2) *Garbage, recycling, and trash collection fee, per month*: ~~\$26.15~~. Twenty-seven dollars and forty-four cents (\$27.44) effective October 1, 2022. Additionally, out-year automatic increases to the monthly collection rate through Oct. 1, 2026 as follows: \$1.11 effective Oct. 1, 2023; \$1.15 effective Oct. 1, 2024; \$1.77 effective Oct. 1, 2025; \$0.79 effective Oct. 1, 2026. This fee shall be automatically adjusted Further adjustments, upon approval of council, will be implemented each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (3) *Premium Service*: The fee for Premium Service surcharge of twenty dollars (\$20.00) shall be added to the collection fee established herein when participating customer enrolls in this optional service. Retrieval of recycling and garbage carts, dumping, and returning carts to their originating locations are services included. This service is not applicable to trash (green waste/construction and demolition).
- (4) Provided, however, the monthly fee for garbage, recycling, and trash collection

for the dwelling of an eligible household, occupied by a person sixty-five (65) years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., section 1437(f), shall be reduced by one dollar (\$1.00) per month commencing October 1, 1989, and by an additional one dollar (\$1.00) per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.

- (5) *Sanitation equipment surcharge:* ~~\$3.12~~ Four dollars and twelve cents (\$4.12) per month effective Oct. 1, 2022, with an additional increase of \$1.00 effective Oct. 1, 2023, bringing the Sanitation Equipment Surcharge to five dollars and twelve cents (\$5.12). A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection services fees. This surcharge shall be automatically adjusted upon approval of council each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (6) *Vehicle fuel and lubricant pass-through surcharge:* One dollar and thirty cents (\$1.30) per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.
- (7) *Tire removal:* A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- (8) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be fifteen dollars (\$15.00) for the first three (3) minutes and five dollars (\$5.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.

(9) Non-scheduled bulk waste collection: The fee for nonscheduled bulk item collection shall be thirty-five dollars (\$35.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.

(10) Deposits in an amount up to a total of the highest two (2) months bills for service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.

(11) A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 30-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 30-22 - REQUEST TO VACATE A SEGMENT OF THE EAST YONGE STREET RIGHT-OF-WAY (400 BLOCK) BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING, JR. DRIVE.

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 30-22 on second reading:

AN ORDINANCE CLOSING, ABANDONING AND VACATING ALL OF YONGE STREET BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING, JR. DRIVE IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

The Parks and Recreation Department requests that City Council approve a vacation of a segment of the East Yonge Street right-of-way (400 Block) between the west line of Davis Highway and the east line of Dr. Martin Luther King, Jr. Drive. The primary purpose of the vacation is to accommodate future development at Magee Field Park.

Upon approval of the right-of-way vacation, City staff will combine the vacated right-of-way, the current parcel at Magee Field Park, and all city owned parcels located directly south of the park (Dr. MLK, Jr. Drive to the west, Bobe Street to the south, and Davis Highway to the east) into one parcel for future park programming and expansion needs.

The City will retain a utility easement along the vacated right-of-way segment for the existing ECUA and Pensacola Fire infrastructure in place.

The Planning Board approved the request during the June 14, 2022 meeting on a vote of 6:0.

PRIOR ACTION:

July 21, 2022 - City Council voted to approve Proposed Ordinance No. 30-22 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/8/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator-Community Development

Adrian Stills, Parks and Recreation Department Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 30-22
- 2) Vacation of Right of Way Application
- 3) Planning Board Minutes June 14, 2022 - DRAFT
- 4) Yonge Street - Magee Field ROW Vacation Map

PRESENTATION: No

PROPOSED
ORDINANCE NO. 30-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING ALL OF YONGE STREET BETWEEN THE WEST LINE OF DAVIS HIGHWAY AND THE EAST LINE OF DR. MARTIN LUTHER KING JR. DRIVE IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on July 21, 2022, as to the vacation of Yonge Street between the west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street), Pensacola, Escambia County, Florida; and

WHEREAS, the City of Pensacola owns all of the adjoining property to the area to be vacated, which will be combined with the parcels north and south of the area to be vacated for the purpose of expanding Magee Field Park for public use; and

WHEREAS, the vacation of said right-of-way, hereinafter described, will contribute to the general welfare of the City of Pensacola in that said right-of-way is no longer needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right-of-way in Pensacola, Escambia County, Florida is hereby closed, discontinued, vacated, and forever abandoned by the City of Pensacola as a public thoroughfare:

All of Yonge Street between the west line of Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street)

SECTION 2. That the City of Pensacola is authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance for the public purpose set forth herein, to expand Magee Field Park.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and all existing utility providers, their successors and assigns, a full width easement in the entire portion the right-of-way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall 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.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk

VACATION OF ALLEY OR STREET RIGHT OF WAY



Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

Applicant Information:

Name: Adrian Stills

Address: 222 West Main Street, 4th Floor, Pensacola Florida 32502

Phone: 850-436-5679

Fax: _____

Email: astills@cityofpensacola.com

Property Information:

Owner Name: The City of Pensacola

Location/Address: 400 Block East Yonge Street

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

Purpose of vacation of city right of way/comments:

The City of Pensacola will combine the vacated right of way with adjoining parcels north and south of East Yonge Street to become one parcel for the expansion of Magee Field Park.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

AS
Signature of Applicant

5/4/22
Date

(Owner of Property or Official Representative of Owner)

FOR OFFICE USE ONLY

District: _____

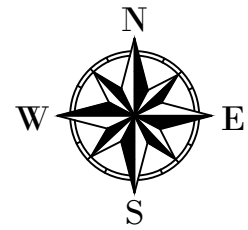
Date Received: _____, Case Number: _____

Date Postcards mailed: _____

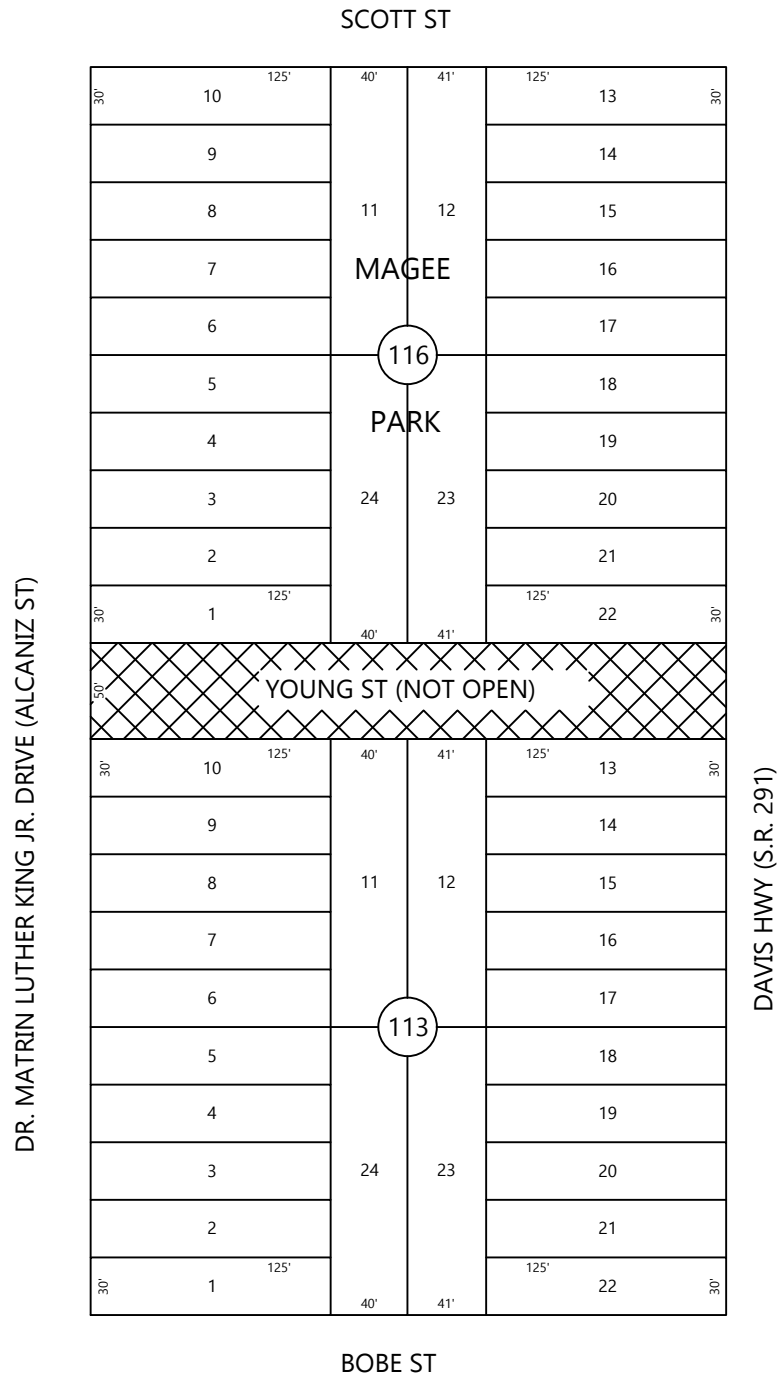
Planning Board Date: _____ Recommendation: _____

Council Date: _____ Council Action: _____

EXHIBIT A



SCALE 1" = 100'



Description

Young Street between west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street).

Young Street between west line Davis Highway (formerly Davis Street) and the east line of Dr. Martin Luther King Jr. Drive (formerly Alcaniz Street).

1636
35.00

OR BK 5244 PG1562
Escambia County, Florida
INSTRUMENT 2003-149343

DEED DOC STAMPS PD @ ESC CO \$ 35.00

09/22/03 ERNIE LEE MAGNIA CLERK

By: 

Prepared by
Holley Dang, an employee of
First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504
(850) 473-0044

Return to: Grantee

File No.: 1005-88977

WARRANTY DEED

This indenture made on **Eleventh day of June, 2003 A.D.**, by

Ruthie Wright and Willie J. Albritton and Malcom Albritton

whose address is: **3219 N. 6th Avenue, Pensacola, FL 32503**
hereinafter called the "grantor", to

The City of Pensacola

whose address is: **P.O. Box 12910, Pensacola, FL 32521**

hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in

Escambia County, Florida, to-wit:

Parcel being known as #411 East Yonge Street, Pensacola, Florida, and being Fifty-Six (56) feet East from the corner of Alcaniz and Yonge Streets for a starting point, thence run Forty-One (41) feet East with a depth of Sixty (60) feet and being a portion of Lots Nine (9) and Ten (10) in Block One Hundred Thirteen (113) East of Tarragona in the East King Tract, according to the map of Pensacola as copyrighted by Thomas C. Watson in 1906.

Parcel Identification Number: **00-05-00-9020-010-113**

Subject to covenants, conditions, restrictions and easements of record and taxes for the current year.

The land is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2003.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Ruthie Wright
Ruthie Wright

Willie J. Albritton
Willie J. Albritton

Malcom Albritton
Malcom Albritton

Signed, sealed and delivered in our presence:

Cathleen Carney
Witness Signature

Print Name: CATHLEEN CARNEY

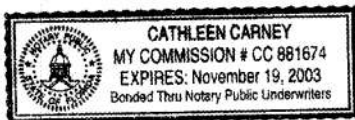
Stacie Wright
Witness Signature

Print Name: stacie Wright

State of **Florida**

County of **Escambia**

The Foregoing Instrument Was Acknowledged before me on **June 11, 2003**, by **Ruthie Wright and Willie J. Albritton and Malcom Albritton** who is/are personally known to me or who has/have produced a valid driver's license as identification.



Cathleen Carney
NOTARY PUBLIC
CATHLEEN CARNEY

Notary Print Name
My Commission Expires: _____

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (EHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the EHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **411 E. Yonge Street, Pensacola, Florida 32503**

Buyer/Seller are aware that the property is on a (_____) Sewer System (_____) Septic Tank

APPROVAL LETTER ATTACHED HERETO (_____)

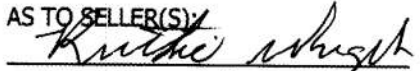
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD (_____)


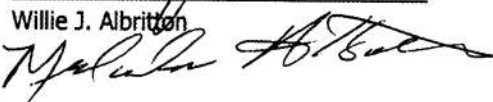
APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED (X)

This form completed by:

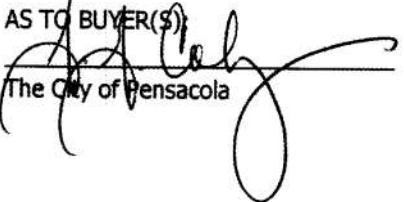
First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504

AS TO SELLER(S):


Ruthie Wright 262-52-8501


Willie J. Albritton


AS TO BUYER(S):


The City of Pensacola

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway:

Legal Address of Property: **411 E. Yonge Street, Pensacola, Florida 32503**

The County (_____) has accepted (X) has not accepted the abutting roadway for maintenance.

This form completed by: **First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504**

Signed, sealed and delivered in our presence:

Cathleen Carney
Witness Signature

Print Name: CATHLEEN CARNEY

Witness Signature

Print Name: _____

Ruthie Wright
Ruthie Wright

Malcom Albritton
Malcom Albritton

Willie J. Albritton
Willie J. Albritton

RCD Sep 22, 2003 08:59 am
Escambia County, Florida

The City of Pensacola

By: Al Coby

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-149343

Prepared by
Teri Kitchen, an employee of
First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504
(850)473-0044

Return to: Grantee

File No.: 1005-1673941

WARRANTY DEED

This indenture made on **July 16, 2007 A.D.**, by

Richard R. Collins

whose address is: **1815 Strong Street, Pensacola, FL 32501**
hereinafter called the "grantor", to

City of Pensacola

whose address is: **Po Box 12910, Pensacola, FL 32521**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in
Escambia County, Florida, to-wit:

The West 56 Feet of Lots 9 and 10, in Block 113, EAST OF TARRAGONA IN THE EAST KING TRACT,
according to the map of Pensacola as copyrighted by Thomas C. Watson in 1906, Escambia County,
Florida.

Parcel Identification Number: **00-0S-00-9020-009-113**

The land is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

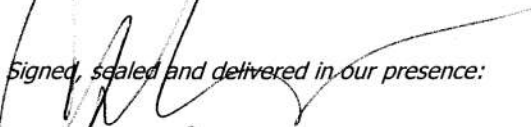
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2006.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.




Richard R. Collins

Signed, sealed and delivered in our presence:


Witness Signature

Print Name: Christy Lewis

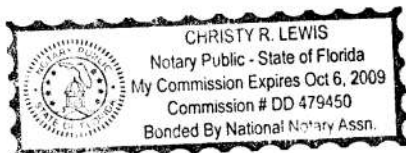


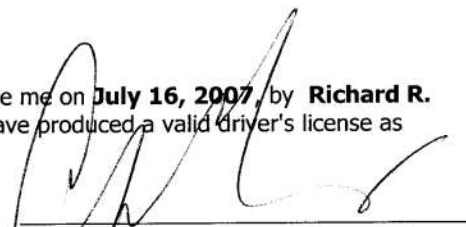
Witness Signature
Print Name: Jami Dunlap

State of **FL**

County of **Escambia**

The Foregoing Instrument Was Acknowledged before me on **July 16, 2007**, by **Richard R. Collins** who is/are personally known to me or who has/have produced a valid driver's license as identification.





NOTARY PUBLIC
Christy Lewis
Notary Print Name
My Commission Expires: _____

1673941

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway:

Legal Address of Property: **2324 Dr. Martin Luther King Jr., Drive, Pensacola, Florida 32503**

The County (_____) has accepted (☒) has not accepted the abutting roadway for maintenance.

This form completed by **First American Title Insurance Company**
2065 Airport Road, Suite 200
Pensacola, Florida 32504

Signed, sealed and delivered in our presence:

Witness Signature

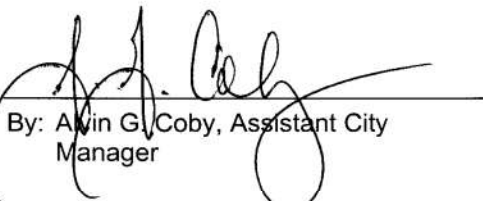
Print Name: Chris Lewis

Witness Signature

Print Name: Tami Dunigan


Richard R. Collins

City of Pensacola


By: Alvin G. Coby, Assistant City
Manager

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **2324 Dr. Martin Luther King Jr., Drive, Pensacola, Florida 32503**

Buyer/Seller are aware that the property is on a (X) Sewer System (_____) Septic Tank

APPROVAL LETTER ATTACHED HERETO (_____)

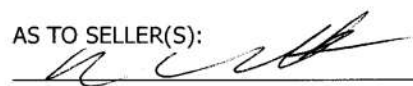
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD (_____)

APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED (_____)

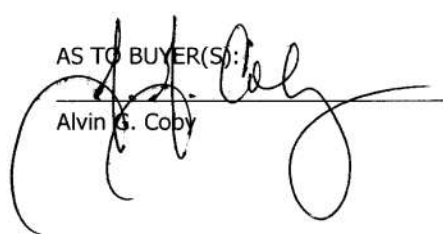
This form completed by:

First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504

AS TO SELLER(S):


Richard R. Collins


AS TO BUYER(S):


Alvin G. Coby

19.50
21.00

Prepared by
Teri Parsons, an employee of
First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504
(850) 473-0044

OR BK 5251 PG0013
Escambia County, Florida
INSTRUMENT 2003-152700

DEED DOC STAMPS PD & ESC CO \$ 21.00
09/29/03 ERNIE LEE NAGARA, CLERK
By: 

Return to: Grantee

File No.: 1005-89055

WARRANTY DEED

This indenture made on **September 22, 2003** A.D., by

James Edward Albritton, a single man

whose address is: **P16543 NFRC West Unit P.O. Box 628, Lake Butler, FL 32054**
hereinafter called the "grantor", to

The City of Pensacola

whose address is: **P. O. Box 12910, Pensacola, FL 32521**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

That parcel known as #413 East Yonge Street in the City of Pensacola, Florida, and being Ninety-Seven feet East of Alcaniz Street and running thence Twenty-Eight feet East by a depth of Sixty (60) feet and being a part of Lot Ten (10) in Block One Hundred Thirteen (113) East of Tarragona in the East King Tract, according to the map of Pensacola, copyrighted by Thomas C. Watson in 1906.

Parcel Identification Number: **00-05-00-9020-008-113**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2003.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Yvonne A. Gibbs

James Edward Albritton by Yvonne A. Gibbs, as
Attorney in Fact

Signed, sealed and delivered in our presence:

Teri L. Parsons
Witness Signature

Print Name: _____

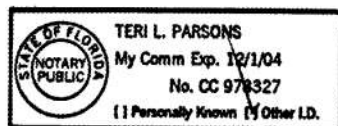
Stacie Wright
Witness Signature

Print Name: Stacie Wright

State of **Florida**

County of **Escambia**

The Foregoing Instrument Was Acknowledged before me on **September 22, 2003**, by **James Edward Albritton, a single man by Yvonne A. Gibbs as Attorney in Fact** who is/are personally known to me or who has/have produced a valid driver's license as identification.



Teri L. Parsons

NOTARY PUBLIC

Teri L. Parsons

Notary Print Name

My Commission Expires: _____

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

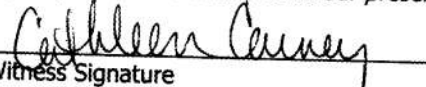
Name of Roadway: **East Yonge Street**

Legal Address of Property: **400 Block E. Yonge Street, Pensacola, Florida 32501**

The County (_____) has accepted (X) has not accepted the abutting roadway for maintenance.

This form completed by: **First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504**

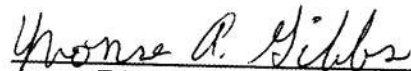
Signed, sealed and delivered in our presence:


Witness Signature

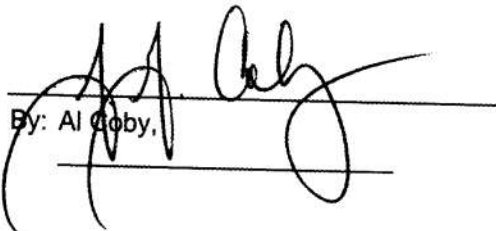
Print Name: Cathleen Carney


Witness Signature

Print Name: Teri L. Parsons


James Edward Albritton by Yvonne A. Gibbs,
as Attorney in Fact

The City of Pensacola


By: Al Goby,

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **400 Block E. Yonge Street, Pensacola, Florida 32501**

Buyer/Seller are aware that the property is on a () Sewer System () Septic Tank

APPROVAL LETTER ATTACHED HERETO ()

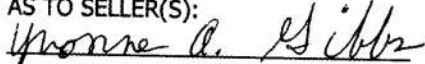
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ()

APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED (X)

This form completed by:

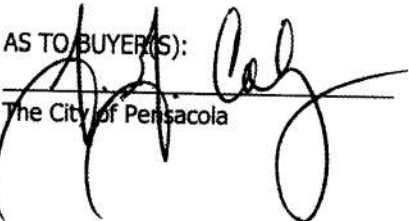
First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504

AS TO SELLER(S):



James Edward Albritton by Yvonne A. Gibbs,
as Attorney in Fact

AS TO BUYER(S):



The City of Pensacola

RCD Sep 29, 2003 01:08 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-152700

Prepared by and Return to:
Teri Kitchen, an employee of
First American Title Insurance Company
2065 Airport Road, Suite 200
Pensacola, Florida 32504
(850)473-0044

PERSONAL REPRESENTATIVE'S DEED

This Indenture made on August 03, 2006, by and between

**Edith Malden, as personal representative of the Estate of Gussie Mae Perkins, deceased and
Edith Malden, as personal representative of the Estate of Henry C. Averhart, deceased**

whose address is: 400 Block East Yonge Street, Pensacola, FL 32503
hereinafter called the "Grantor", and

City of Pensacola, Florida

whose address is: P. O. Box 12910, Pensacola, FL 32521
hereinafter called the "Grantee".

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal
representatives, successors and assigns of the same)

Witnesseth: Grantor(s), pursuant to Order Authorizing Sale of the real property shall of the above named
decedent and in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor(s) by Grantee(s)
receipt of which is acknowledged, grants, bargains and sells to Grantee(s) and Grantee's heirs and
assigns forever, the real property in Escambia County, Florida, described as:

Lots Eleven (11) and Twelve (12) of Block One Hundred and Thirteen (113) East King Tract, East of
Tarragona Street in the City of Pensacola, Escambia County, Florida, according to map of said City
copyrighted by Thos. C. Watson in 1906.

Parcel Identification Number: **00-05-00-9020-011-113**

SUBJECT to covenants, restrictions, easements of record and taxes for the current year.

Together with all and singular the tenements, hereditaments, and appurtenances belonging or in
anywise appertaining to the real property.

To Have And To Hold the same to Grantee(s), and Grantee's heirs and assigns, in fee simple forever.

And Grantor(s) do covenant to and with the Grantee(s) and Grantee's heirs and assigns, that in all things preliminary to and in and about this conveyance, the terms of decedents Will and the laws of the State of Florida have been followed and complied with in all respects.

In Witness Whereof, the undersigned, as personal representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid.

Walter C. Lee

Witness Signature

Print Name: Walter C. Lee

Edith Malden

Edith Malden, as Personal Representative
of the Estate of Gussie Mae Perkins, deceased

Teri Kitchen

Witness Signature

Print Name: TERI KITCHEN

Walter C. Lee

Witness Signature

Print Name: Walter C. Lee

Edith Malden

Edith Malden, as Personal Representative
of the Estate of Henry C. Averhart, deceased

Teri Kitchen

Witness Signature

Print Name: TERI KITCHEN

State of Florida

County of Escambia

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **August 03, 2006**, by **Edith Malden**, as Personal Representative of the Estate of **Gussie Mae Perkins, deceased**, deceased, who is personally known to me or who has produced a valid driver's license as identification.

Teri Kitchen

NOTARY PUBLIC

TERI KITCHEN

Notary Print Name

My Commission Expires: _____



State of **Florida**

County of **Escambia**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **August 03, 2006**, by **Edith Malden**, as Personal Representative of the Estate of **Henry C. Averhart, deceased**, deceased, who is personally known to me or who has produced a valid driver's license as identification.



Teri L. Kitchen

NOTARY PUBLIC

Notary Print Name
My Commission Expires: _____

15-
2-undk
206-
This Warranty Deed

OR BK 5039 PG0819
Escambia County, Florida
INSTRUMENT 2002-042771

Made this 20th day of November A.D. 2002
by James Colston, Jr. and Patrick Colston
and Frank Colston and Judith Hinson and
Lawrence Colston

DEED DOC STAMPS PD @ ESC CO \$ 266.00
12/30/02 ERNIE LEE WICKHAM, CLERK
By: *[Signature]*

hereinafter called the grantor, to
The City of Pensacola

whose post office address is: P. O. Box 12910
Pensacola, Florida 32521

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia**

County, Florida, viz:

Lots 13, 14, and 15, Block 113, East King Tract, in the City of
Pensacola, according to Map of said City copyrighted by Thomas
C. Watson in 1906.

**SUBJECT TO Covenants, restrictions, easements of record and taxes for
the current year.**

Said property is not the homestead of the Grantor(s) under the laws
and constitution of the State of Florida in that neither Grantor(s)
or any members of the household of Grantor(s) reside thereon.

Parcel Identification Number: 00-08-00-9020-013-113

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants
the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is
free of all encumbrances except taxes accruing subsequent to December 31, 2003

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in our presence:

[Signature: Linda G. Salter]
Name: **Witness LINDA G. SALTER**

[Signature: Stacie Wright]
Name: **Witness Stacie Wright**

Name: **Witness**

Name: **Witness**

[Signature: Patrick Colston]
Name & Address: **Patrick Colston** **LS**

[Signature: James Colston, Jr.]
Name & Address: **James Colston, Jr.** **LS**

[Signature: Frank Colston]
Name & Address: **Frank Colston** **LS**

[Signature: Judith Hinson]
Name & Address: **Judith Hinson** **LS**

[Signature: Lawrence Colston]
Name & Address: **Lawrence Colston** **LS**

State of **Florida**
County of **Escambia**

The foregoing instrument was acknowledged before me this 20th day of November, 2002, by

**James Colston, Jr. and Patrick Colston and Frank Colston and Judith
Hinson and Lawrence Colston**
who is personally known to me or who has produced **drivers license** as identification.

[Signature: Linda G. Salter]
Notary Public

Print Name:

My Commission Expires:

PREPARED BY: Linda G. Salter
RECORD & RETURN TO:
First American Title Insurance Company
2065 Airport Blvd, Suite 200
Pensacola, Florida 32504
File No: 1005-88958

LINDA G. SALTER
Notary Public-State Of FL
Comm. Exp. June 17 2003
Comm. No. CC 840685

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 2319 N. Davis Street

Legal Address of Property: 2319 N. Davis Street, Pensacola, Florida 32503

The County () has accepted (x) has not accepted the abutting roadway for maintenance.

This form completed by: First American Title Insurance Company
2065 Airport Boulevard, Suite 200
Pensacola, Florida 32504

AS TO SELLER(S):

Sylvia M. Johnson
Sylvia M. Johnson

James Colston, Jr.
James Colston, Jr.

Patrick Colston
Patrick Colston

Witness to Seller(s)

Patricia Becton
Patricia Becton

Dimeris Anzole Diaz
Dimeris Anzole Diaz

Frank Colston
Frank Colston

Judith Hinson
Judith Hinson

AS TO BUYER(S):

Witness to Buyer(s)

Lawrence Colston
Lawrence Colston

The City of Pensacola

BY

Thomas J. Bonfield
Thomas J. Bonfield, City Manager

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95

OR BK 5039 PG0821
Escambia County, Florida
INSTRUMENT 2002-042771

RCD Dec 30, 2002 08:42 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-042771

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia County Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing of property sale or transfer of title.

Legal Address of Property: 2319 N. Davis Street, Pensacola, Florida 32503

Buyer/Seller are aware that the property is on a (x) Sewer System () Septic Tank

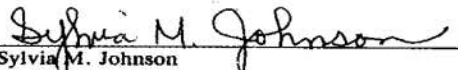
APPROVAL LETTER ATTACHED HERETO ()

APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ()

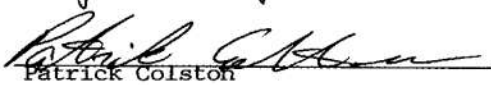
APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ()

This form completed by: First American Title Insurance Company
2065 Airport Boulevard, Suite 200
Pensacola, FL 32504

AS TO SELLER (S):


Sylvia M. Johnson


James Colston, Jr.


Patrick Colston


Frank Colston

AS TO BUYER (S):


Judith Hinson


Lawrence Colston

The City of Pensacola

BY: 
Thomas J. Bonfield, City Manager

DB 195 P. 256

H.P. CO., 1917, 430-195

State of Florida

Escambia County

(\$3.30 Govt. stamp on cancelled)
No. 10503 (\$2.90 State stamp on cancelled)

A. M.

Filed for record 26th day of December 1944 at 10:08

WARRANTY DEED

know all Men by these Presents, That we, J. Whiting Hyer and Emma T. Hyer
his wife

for and in consideration of the sum of One Dollar and other good and valuable consideration

DOLLARS,

to us in hand paid by The City of Pensacola, a municipal corporation,

the receipt whereof is hereby

acknowledged; have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said

The City of Pensacola, a municipal corporation,
successors

their heirs and assigns forever, the following described real estate, situate, lying, and being in

County of Escambia, State of Florida, to-wit:

All of Block 116, East King Tract East of Tarragona Street, in The City of Pensacola,
Florida, according to the Map of Thomas C. Watson, copyrighted in the year 1906.Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in anywise apper-
taining.TO HAVE AND TO HOLD the said above described premises unto the said The City of Pensacola,
a municipal corporation, their successorsheirs and assigns, forever, free from all exemption or homestead right or claim of ours, the said
grantor s, if any such right or claim we possess: And we, the said grantor s,
for ourselves and our heirs, do covenant with the said grantee s their successors heirs
and assigns, that we are well seized of the said property, and have a good right to convey the same; that it is free
from any lien or incumbrance in law or equity, and that said grantor s shall and will warrant and by these presents for-
ever defend the said premises unto the said grantee s, their successors heirs and assigns, against the lawful claims
of all and every person or persons whomsoever.IN TESTIMONY WHEREOF, we have hereunto set our hand s and seal s this 27
day of October 1944.

Signed, sealed and delivered in the presence of

Regina M. Denk

J. Whiting Hyer (SEAL)

Elbert A. Clubbs

Emma T. Hyer (SEAL)

(SEAL)

(SEAL)

State of Florida

Escambia County

This day, before the undersigned, personally appeared J. Whiting Hyer and Emma T. Hyer,
husband and wife,to me well known to be the individual s described in and who executed the foregoing Deed of Conveyance, and acknowledged
that they executed the same for the uses and purposes therein expressed, and the said Emma T. Hyer
wife of the said J. Whiting Hyer upon aprivate examination by me held, separate and apart from her said husband, acknowledged and declared that she executed
the same freely and voluntarily and without fear or apprehension, compulsion or constraint, of or from her said husband, and
for the purpose of relinquishing, renouncing and conveying all her rights of whatever kind in and to the said property.IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 27 day of
October A.D. 1944.

(NOTARIAL SEAL)

Elbert A. Clubbs

Notary Public.

My Commission expires 4/4/45



MINUTES OF THE PLANNING BOARD

June 14, 2022

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Deputy City Administrator Forte, Building Official Bilby, Parks and Recreation Director Stills, Administrative Assistant Carlton, Executive Assistant Chwastyk, City Arborist Stultz

STAFF VIRTUAL: Senior Planner Statler, Development Services Director Morris

OTHERS PRESENT: Margaret Hostetter, Sherri Myers, Carlton Charles, Barbara Charles, Neil Tucker

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from April 12, 2022
- **New Business:**
 - Proposed Amendment to the Tree Ordinance
 - Request for Vacation of Right-of-Way – 400 Block E. Yonge Street
 - Request for Preliminary Plat Approval – Stillman Subdivision
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:01 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 April 12, 2022 minutes, seconded by Board Member Powell, and it carried 6:0.

New Business –

Proposed Amendment to Section 12-6-4(4) – Landscape and Tree Protection (Notice) Of The Code Of The City of Pensacola

Assistant Planning & Zoning Manager Cannon introduced the item. Chairperson Paul Ritz read the sentence being added to the language. Board Members Grundhoefer and Powell discussed the purpose of the change. Board Member Villegas stated Council Member Myers felt additional language was necessary. Board Member Villegas questioned why there are only two weeks for the posting of the sign. Chairperson Paul Ritz stated that was a separate discussion. Chairperson Paul Ritz introduced Margaret Hostetter to speak. Margaret Hostetter stated that there is confusion regarding notices and sign placement and feels the timing of the notice is ineffective and not enough time is given for a reaction or interaction. Margaret Hostetter concluded by asking Building Official Bilby to explain how this language will change the procedure that has been in effect for notice made to Council Members and to the public through signs. Chairperson Paul Ritz introduced Councilwoman Sherri Myers. Councilwoman Myers stated she is looking to the Planning Board to accomplish the intent of the language that was sent to the Planning Board. Councilwoman Myers gave the example of Sake Café. Councilwoman Myers felt they were a good example of being given ample notice and willingness to preserve trees. Chairperson Paul Ritz wanted clarification from Councilwoman Myers if she wanted the language to change regarding the notice to Council Members as well as the public. Councilwoman Myers stated she would like more opportunity given to the public to have input. Chairperson Paul Ritz stated that prior to approval, in his interpretation, that no approval can be made until that notification period has been completed. Chairperson Paul Ritz asked Assistant City Attorney Lindsay if the Planning Board Members could add or edit the language. Assistant City Attorney Lindsay stated the Board Members can make modifications in their determination. Chairperson Paul Ritz suggested the Board come up with a milestone for notification. Chairperson Paul Ritz suggested a milestone for notification, and a milestone for the sign placement. Board Member Villegas suggested a longer time for sign placement. Chairperson Paul Ritz asked Building Official Bilby if he knew of a legislative time for the sign to be placed. Building Official Bilby stated that the placement of the sign is for two weeks prior to the permit issuance. Chairperson Paul Ritz, Board Member Powell, and Board Member Villegas discussed the time frame for placement of the sign as well as the color of the sign. Chairperson Paul Ritz stated that the direction of the Board is to edit the language beyond what was given them. Board Member Van Hoose suggested there be a 30-day time frame for the sign. Board Member Van Hoose also stated that the word approval needs to be clarified for the council person. Chairperson Paul Ritz asked the Board if they wanted to add a milestone for the notification to the City Council Members. Board Member Villegas proposed the notification be sent immediately upon receiving the plans and further discussion was had. Chairperson Paul Ritz clarified the wording with Assistant Planning & Zoning Manager Cannon. Assistant Planning & Zoning Manager Cannon read the proposed amendments into the record: 1) At such time a tree or landscape plan has been deemed compliant by the designated city arborist, staff shall notify the City Council member for that district. 2) Every sign shall be black lettering on a white background. 3) the sign shall be posted thirty (30) days prior to permit issuance. Board Member Grundhoefer asked Building Official Bilby for clarification of the review process and time frame of plan reviews. Board Member Grundhoefer suggested that the plan review be completed before the notification is given. Board Member Villegas asked if notification should be given upon examination as Board Member

Grundhoefer suggested. Consensus was reached and Assistant Planning & Zoning Manager Cannon confirmed the wording to be that at such time a tree and landscape plan has been deemed compliant by the City's designated Arborist, the staff shall notify the City's councilperson. The Board Members agreed to a 30-day time period for the placement of the sign instead of two weeks and that the sign have black lettering with a white background. **Board member Villegas made a motion to approve, seconded by Board Member Powell, and it carried 6:0.**

Request for Vacation of Right-Of-Way - 400 Block E. Yonge Street

Deputy City Administrator Forte discussed an upcoming project at Magee Field. Deputy City Administrator provided clarification as to why a Vacation of Right-Of-Way would benefit Parks & Recreation and the City. To appropriate funding, it would need to be under one parcel. Deputy City Administrator Forte clarified that vacating the Yonge Street Right-Of-Way would allow the city owned parcel to the South of Yonge Street to be incorporated into Magee Field. Board Member Grundhoefer asked if Yonge Street was already vacated, Deputy City Administrator Forte stated it was not. Deputy City Administrator Forte stated the city would maintain a utility easement after the Vacation of Right-Of-Way. Carlton Charles would like the parking problem at Magee Field to be addressed, Deputy City Administrator Forte is aware of the problem and the city is working to address it. **Vice Chairperson Larson made a motion to approve the request, seconded by Board member Grundhoefer, and it carried 6:0.**

Request for Preliminary Plat Approval – Stillman Subdivision

Chairperson Paul Ritz asked city staff if all the lots in the purposed subdivision met all the requirements of R-1A, Assistant Planning & Zoning Manager Cannon answered yes. Assistant Planning & Zoning Manager Cannon reminded the board members that this is a preliminary plat approval. Neil Tucker spoke on behalf of Geci & Associates. Chairperson Paul Ritz noted the fire department had no issue with the short dead end road configuration. Neil Tucker stated the comments from the fire department came because of early submission to the Engineering Department. Board Member Grundhoefer asked if they were putting in a cul-de-sac, Neil Tucker stated it's not required because of the length. Board Member Villegas asked for the requirements for runoff when a development is adjacent to a water way and if the subdivision would be clear cut. Neil Tucker stated they would be clearing the Right-Of-Way and stormwater pond. Board Member Grundhoefer asked if easements were for drainage, Neil Tucker answered yes. Board Member Grundhoefer asked if the developer was leaning towards townhomes or single-family dwellings, Neil Tucker answered townhomes. **Board Member Powell made a motion to approve the request, seconded by Board member Grundhoefer, and it carried 6:0.**

Open Forum – none

Discussion – Board Member Grundhoefer asked about the previous project on Palafox,

Assistant Planning & Zoning Manager Cannon stated the project was put on hold. Discussion ensued regarding the time frame for approval for projects coming back before the Board. Board Member Grundhoefer inquired about the Gregory Street project, formerly known as Franco's, Assistant Planning & Zoning Manager Cannon provided further information regarding the project.

Adjournment – With no further business, the Board adjourned at 3:52 p.m.

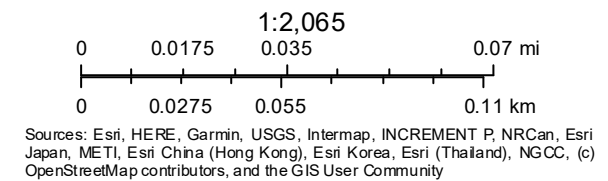
Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board

Yonge Street @ Magee Field Park ROW Vacation Map



June 28, 2022





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 31-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jared Moore

SUBJECT:

PROPOSED ORDINANCE NO. 31-22 - AMENDING SECTION 2-1-5 OF THE PENSACOLA CITY CODE - COMPENSATION OF MAYOR

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 31-22 on second reading:

AN ORDINANCE AMENDING SECTION 2-1-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, COMPENSATION OF MAYOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Under City Charter Section 4.01(c) Mayor, states:

The salary compensation of the Mayor shall be set by ordinance, which shall take effect upon the Mayor assuming office following the next Mayoral election.

Ordinance No. 08-10 and codified under Section 2-1-5 currently sets the Mayoral salary at \$100,000 per year; this amount has not been adjusted since 2010.

Using the Consumer Price Index calculations to determine the 2022 value of 2010 dollars:

$$\begin{array}{rcl} \frac{\text{CPI today}}{\text{CPI in 2010}} & \times \text{2010 USD value} & = \text{Today's Value} \\ \frac{292.296}{218.056} & \times 100,000 & = \$134,046.30 \end{array}$$

Therefore, based on CPI calculations the \$100,000 salary in 2010 would be equivalent to a salary of \$134,046.30 today.

This item seeks to increase the Mayor's salary from \$100,000 to \$134,000.

PRIOR ACTION:

July 21, 2022 - City Council voted to approve Proposed Ordinance No. 31-22 on first reading.

March 11, 2010 - Ordinance No. 08-10 passed setting the Mayor's Salary at \$100,000

FUNDING:

Budget:	\$ 100,000	Salary
	<u>64,700</u>	Benefits
	<u>\$164,700</u>	
Actual:	\$ 134,000	Salary
	<u>86,700</u>	Benefits
	<u>\$220,700</u>	

FINANCIAL IMPACT:

The increased salary will take effect in November 2022 upon the swearing in of the next Mayor. Currently the Proposed FY23 Budget does not take into account the additional cost, however, should City Council approve this change, the additional salary of \$34,000 plus the \$22,000 in benefits will be added to the FY2023 Budget prior to the final adoption.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 31-22
- 2) Proposed Amendment to Section 2-1-5 of City Code

PRESENTATION: No

PROPOSED
ORDINANCE NO. 31-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-1-5 OF THE
CODE OF THE CITY OF PENSACOLA, FLORIDA –
COMPENSATION OF MAYOR; PROVIDING FOR
SEVERABILITY; REPEALING CLAUSE; PROVIDING AN
EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-1-5 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 2-1-5. - Compensation of mayor.

The compensation to be paid to the mayor shall be ~~\$100,000.00~~ \$134,000 per year, payable in equal bi-weekly installments as compensation for services rendered to the city. The mayor shall also be offered participation in the Florida Retirement System, and shall be entitled to such health, dental and life insurance benefits as are available to the city workforce at the premiums paid by the city workforce. The mayor shall be compensated for mileage on a vehicle which is incurred in connection with city business at the rate established by city policy. The mayor shall be reimbursed for expenses incurred in connection with his or her official duties while outside of and beyond the corporate limits of the city in accordance with the city travel and expense reimbursement policies.

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

Sec. 2-1-5. - Compensation of mayor.

The compensation to be paid to the mayor shall be ~~\$100,000.00 per year~~ \$134,000 per year, payable in equal bi-weekly installments as compensation for services rendered to the city. The mayor shall also be offered participation in the Florida Retirement System, and shall be entitled to such health, dental and life insurance benefits as are available to the city workforce at the premiums paid by the city workforce. The mayor shall be compensated for mileage on a vehicle which is incurred in connection with city business at the rate established by city policy. The mayor shall be reimbursed for expenses incurred in connection with his or her official duties while outside of and beyond the corporate limits of the city in accordance with the city travel and expense reimbursement policies.

(Code 1986, § 2-2-8; Ord. No. 08-10, § 1, 3-11-2010)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 36-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

PROPOSED ORDINANCE NO. 36-22 - CHARTER AMENDMENT QUESTION 1 RELATED TO THE PREAMBLE AND ARTICLE I - GENERAL POWERS OF THE CITY, ARTICLE III - ELECTED CITY POSITIONS, ARTICLE IV - MAYOR AND CITY COUNCIL, ARTICLE VI -- ELECTIONS , ARTICLE VIII - CHARTER REVIEW AND CHARTER AMENDMENTS AND ARTICLE X -- SCHEDULE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 36-22 on second reading:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING THE PREAMBLE; AMENDING ARTICLE I - GENERAL POWERS OF THE CITY; AMENDING ARTICLE I CREATING SECTION 1.04-COMPUTATION OF TIME; AMENDING SECTION 4.01 POWERS AND DUTIES- MAYOR; AMENDING SECTION 4.02 POWERS AND DUTIES - CITY COUNCIL; AMENDING SECTION 4.03 - CITY COUNCIL PROCEDURES; AMENDING SECTION 4.04 - PROHIBITIONS; AMENDING SECTION 8.01 - CHARTER REVIEW COMMISSION; AMENDING SECTION 8.02- CHARTER AMENDMENTS; REMOVAL OF TRANSITIONAL LANGUAGE LOCATED IN ARTICLES III, VI AND X; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Article VIII- Section 8.01(a-g) of the City Charter provide for the establishment of a Charter Review Commission, composition, procedures, rules and compensation, expenses, review and report and process, respectively, outlining that a review of the Charter begin in January of 2022.

In September of 2021, the City Council and the Mayor appointed nine (9) citizens, establishing the Charter Review Commission (CRC).

From January 2022 through June 2022, the CRC met, discussed, and made recommendations for amending the City Charter.

In June of 2022, the City Council held a workshop to discuss the CRC recommendations.

In accordance with Section 8.01(f), the CRC reviewed, on behalf of the citizens of Pensacola, in order to make recommendations on amendments, if any.

In accordance with 8.01(g) the CRC issued a report to City Council providing their recommendations for amendments. The City Council serves as the final decision makers as to whether the proposed amendments are (a) returned to the CRC for further review, (b) revised and included on a ballot, (c) included on a ballot without change or (d) take other action. The proposed amendments are then placed on the ballot of the 2022 general election to be held on November 8, 2022. The citizens are then asked to either approve or reject the proposed Charter Amendments.

Ballot question no. 1 addresses the following:

Amending the Preamble

Amending Article I- General Powers of the City

Amending Article I - Creation Section 1.04 Computation of time

Amending Section 4.01 - Powers and Duties - Mayor

Amending Section 4.02 - Powers and Duties - City Council

Amending Section 4.03 - City Council Procedures

Amending Section 4.04 -- Prohibitions

Amending Section 8.01-- Charter Review Commission

Amending Section 8.02 - Charter Amendments

Removal of Transitional language located in Articles III, VI and X

During first reading of Proposed Ordinance No. 36-22 there was an amendment to reflect that the last sentence of Section 4.04 (b) Prohibitions be amended to read "It is the express intent of this Charter that orders for improvement of municipal governmental operations be made solely by the Mayor", as proposed by the City Attorney.

PRIOR ACTION:

July 28, 2022 - City Council voted to approve Proposed Ordinance No. 36-22 as amended on first reading.

July 19, 2022 - City Council Special Meeting to determine proposed Charter Amendments to be placed on the November 8, 2022, General Election Ballot

July 11, 2022 - City Council Special Meeting to determine proposed Charter Amendments to be placed on the November 8, 2022, General Election Ballot

June 27, 2022 - City Council Workshop regarding CRC proposed Charter Amendments

January 5, 2022 - June 15, 2022 - CRC held meetings

September 9, 2021 - City Council/Mayor appointed members to the CRC

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ord. No.36-22 - as amended
- 2) Proposed Ord. No. 36-22
- 3) CRC Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 36-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING THE PREAMBLE; AMENDING ARTICLE I – GENERAL POWERS OF THE CITY; AMENDING ARTICLE I CREATING SECTION 1.04-COMPUTATION OF TIME; AMENDING SECTION 4.01 POWERS AND DUTIES- MAYOR; AMENDING SECTION 4.02 POWERS AND DUTIES – CITY COUNCIL; AMENDING SECTION 4.03 – CITY COUNCIL PROCEDURES; AMENDING SECTION 4.04 – PROHIBITIONS; AMENDING SECTION 8.01 – CHARTER REVIEW COMMISSION; AMENDING SECTION 8.02-CHARTER AMENDMENTS; REMOVAL OF TRANSITIONAL LANGUAGE LOCATED IN ARTICLES III, VI AND X; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has determined that certain amendments to the City Charter are in order to clarify and update the Charter; and

WHEREAS, pursuant to Section 166.031 Florida Statutes, the City Council is required to submit the Charter Amendments to the electors of the City for approval or rejection.

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

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 8, 2022, to consider and vote for or against the approval of proposed amendments to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 8, 2022.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revisions shall be:

QUESTION

THE CITY OF PENSACOLA – REFERENDUM QUESTION NO. 1

Shall the Charter be amended to delete, add or revise provisions including the preamble; scope of municipal powers; duties of Mayor and Council Members; removing Council staff; notice of special meetings; computation of time; procedures for adopting Charter amendments and for appointing members to Charter Review Commission; and deleting transitional language from original charter.

_____ **Yes – For Approval**

_____ **No – Against Approval**

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the Referendum required by the existing City Charter and applicable Florida Law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Articles I, III, VI and X of the existing Charter, to wit:

PREAMBLE

We the people of the City of Pensacola, under the Constitution and laws of the State of Florida, in order to secure the benefits of local self-government and to provide for an honest, effective, and accountable Mayor-Council government, do hereby adopt this charter and confer upon the City the following powers, subject to the following restrictions, and prescribed by the following procedures and governmental structure. By this action, we secure the benefits of home rule and affirm the values of representative democracy, professional management, strong political leadership, citizen participation, and regional cooperation, through promoting equal opportunity and equity based on the broad cultural diversity of the City and inclusiveness that focuses on justice, equality, equity and environmental stewardship.

ARTICLE I – GENERAL POWERS OF THE CITY

Section 1.01. General Powers and Corporate Existence.

The City of Pensacola ("City"), located in Escambia County, Florida, shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law or this charter.

Section 1.04. Computation of Time.

In computing any period of time prescribed or allowed by this charter, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or City observed holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or City observed holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and City observed holidays shall be excluded in the computation.

ARTICLE IV- MAYOR AND CITY COUNCIL

Section 4.01. Mayor

(a) *Powers and Duties.* The Mayor shall be the Chief Executive Officer of the City, shall exercise the executive powers of the City, and shall be responsible for the administration of all City affairs pursuant to this Charter. The Mayor, who shall serve in a full-time capacity, and shall exemplify good citizenship and exhibit a cooperative spirit, shall have the following powers and duties:

(1) ~~To exercise the executive powers of the City and~~ To supervise all departments, including, but not limited to, the power to appoint, discipline, and remove all officers and employees, unless otherwise provided in this Charter.

(11) To attend, or designate a representative to attend, all meetings of the City Council with authority to participate in discussions, but without the power to vote.

(16) To cooperate with and in no way obstruct an inquiry into the conduct or dealings of any municipal office, department, agency or officer as permitted under 4.02(a)(3).

Section 4.02. City Council.

(a) *Powers and Duties.* City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. All powers of the City shall be vested in the City Council, except as otherwise provided by law or this Charter, including but not limited to ~~The City Council shall have~~ the following powers and duties:

(6) 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: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, Mayor, the several departments, officers, and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) Executive Assistant. The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (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. Such positions shall be subject to termination by a majority vote of the City Council.

Section 4.03. City Council Procedures.

- (a) *Meetings.* The City Council shall meet ~~regularly~~ at least once every month at such times and places as the City Council may prescribe. Special meetings may be held on the call of the City Council president or the Mayor or at the request of three (3) of the City Council Members to the City Clerk and, whenever practicable, upon no less than ~~twelve (12)~~ seventy-two (72) hours' notice to each Council Member and the public, or such shorter time as the City Council president, Mayor, or three (3) City Council Members deems necessary in the event of an emergency.

Section 4.04. Prohibitions

(b) *Interference with Administration.* Except for the purpose of inquiries, notifications and investigations made in good faith, the City Council or Council Members shall deal with the City officers and employees, who are subject to the direction and supervision of the Mayor, solely through the Mayor. Neither the City Council nor Council Members shall give orders to any such officer or employee, either publicly or privately. It is the express intent of this Charter that ~~recommendations~~ orders for improvement of municipal governmental operations ~~by individual Council Members~~ be made solely to and through ~~by~~ by the Mayor

ARTICLE VII – CHARTER REVIEW AND CHARTER AMENDMENTS

Section 8.01. Charter Review Commission

(a) *Charter Review Commission Established.* During the month of January ~~2022~~ 2031 and every ten (10) years thereafter, there shall be established a Charter Review Commission (“CRC”); provided, however, that the City Council shall have the power to establish a CRC more often in the event it so chooses.

(b) *Composition.* Every ten (10) years, the Mayor and City Council shall appoint nine members to the CRC. The Mayor shall appoint two (2) members and each Council Member shall appoint one member residing in their Council District. The CRC shall be composed of nine members, with at least one (1) member from each of the seven (7) Council districts of the City and no more than two (2) members coming from any one Council District. No members of the CRC shall be elected officials. Each member of the CRC shall be a City resident and elector. Vacancies shall be filled within 30 days in the same manner as the original appointments.

(c) *Procedures.* The CRC shall meet prior to the third week in January ~~2022~~ 2031, and every ten (10) years thereafter, for the purposes of organization. The CRC shall elect a Chair and Vice Chair from among its membership. Further meetings of the CRC shall be held upon the call of the Chair or any three members of the CRC. All meetings shall be open to the public. A majority of the members of the CRC shall constitute a quorum.

Section 8.02. Charter Amendments.

(b) *Initiation by Petition.* The electors of the City may propose amendments to this Charter by petition. Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter. Initiative petitions must be signed by City electors equal to at least ten percent (10%) of the total number of registered electors in the City, as shown by the compilation by the Supervisor of Elections for the most recent general election of the City Council. The City Council shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the City or at a special election called for such purpose.

ARTICLE III-ELECTED CITY POSITIONS

Section 3.01. Form of Government.

~~With the exception of the initial transition period pursuant to Section 10.07 below,~~
The City shall have a Mayor-Council form of government. There shall be a City Council, which shall be the governing body of the City with all legislative powers of the City vested therein, consisting of seven (7) Council Members, one (1) to be elected from each of the seven (7) election districts of the City. There shall also be a Mayor who is elected at large and who shall not be a member of the City Council.

Section 3.02. Election and Terms.

The nonpartisan primary and general election of the Council Members and the Mayor shall be held in the manner provided in Article VI of this Charter and the terms of office for Mayor and Council Members shall be four (4) years and will commence on the fourth Tuesday in November after his or her election at 12 o'clock noon.

The base year for elections for Council Members for districts 2, 4, and 6, and the Mayor shall be 2010, and shall be for a four-year term. The base year for elections for Council Members for districts 1, 3, 5, and 7 shall be 2012 and shall be for a four-year term. These base year dates are established only for the purpose of scheduling elections and staggering terms, and do not impact the term limit requirements of Section 3.03. ~~Council Members for districts 1, 3, 5, and 7 elected in 2010 shall serve a two-year term. Terms served by the Mayor or a Council Member immediately preceding the base year dates shall not be counted in applying Section 3.03.~~

Section 3.03. Limitations of Terms for Mayor and Council Members; Effective Date.

- (a) *Mayor.* No person shall be elected to serve as Mayor for more than three consecutive terms. ~~on and after the general election in November 2010.~~
- (b) *City Council Members.* No person shall be elected to serve as a Council Member for ~~districts 1, 3, 5, and 7~~ for more than three consecutive terms. ~~on and after the general election in November 2012. No person shall be elected to serve as a Council Member for districts 2, 4, and 6 for more than three consecutive terms on and after the general election in November 2010.~~

ARTICLE VI – ELECTIONS

Section 6.07. Commencement of terms of office.

- (c) ~~Commencement of Terms for Year 2010 Elections. The terms for the Council Members and Mayor elected in the 2010 general election shall commence at noon on the second Monday of January 2011 as provided for in the former City Charter, or on such earlier date as the office becomes vacant after the 2010 general election. This provision shall be effective solely for the purposes of transition from the former City Charter to Section 3.02 of this Charter.~~

ARTICLE X - SCHEDULE

Section 10.06 (d) Commencement of Terms for Year 2010 Elections.

- ~~(d) Section 10.06. Existing Rights, Obligations, Duties and Relationships (Commencement of Terms for Year 2010 Elections. The terms for the Council Members and Mayor elected in the 2010 general election shall commence at noon on the second Monday of January 2011 as provided for in the former City Charter, or on such earlier date as the office becomes vacant after the 2010 general election. This provision shall be effective solely for the purposes of transition from the former City Charter to Section 3.02 of this Charter.~~

~~Section 10.07. Transition.~~

~~The City Council shall adopt such ordinances and resolutions as are required to effect the transition from a nine (9) member City Council with two (2) at large elected seats to a seven (7) member City Council with no at large elected seats upon the expiration of their current respective terms. Ordinances adopted within sixty (60) days of the first Council meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures prescribed by law.~~

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect on immediately upon adoption.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 36-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING THE PREAMBLE; AMENDING ARTICLE I – GENERAL POWERS OF THE CITY; AMENDING ARTICLE I CREATING SECTION 1.04-COMPUTATION OF TIME; AMENDING SECTION 4.01 POWERS AND DUTIES- MAYOR; AMENDING SECTION 4.02 POWERS AND DUTIES – CITY COUNCIL; AMENDING SECTION 4.03 – CITY COUNCIL PROCEDURES; AMENDING SECTION 4.04 – PROHIBITIONS; AMENDING SECTION 8.01 – CHARTER REVIEW COMMISSION; AMENDING SECTION 8.02- CHARTER AMENDMENTS; REMOVAL OF TRANSITIONAL LANGUAGE LOCATED IN ARTICLES III, VI AND X; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has determined that certain amendments to the City Charter are in order to clarify and update the Charter; and

WHEREAS, pursuant to Section 166.031 Florida Statutes, the City Council is required to submit the Charter Amendments to the electors of the City for approval or rejection.

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

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 8, 2022, to consider and vote for or against the approval of proposed amendments to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 8, 2022.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revisions shall be:

QUESTION

THE CITY OF PENSACOLA – REFERENDUM QUESTION NO. 1

Shall the Charter be amended to delete, add or revise provisions including the preamble; scope of municipal powers; duties of Mayor and Council Members; removing Council staff; notice of special meetings; computation of time; procedures for adopting Charter amendments and for appointing members to Charter Review Commission; and deleting transitional language from original charter.

_____ **Yes – For Approval**

_____ **No – Against Approval**

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the Referendum required by the existing City Charter and applicable Florida Law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Articles I, III, VI and X of the existing Charter, to wit:

PREAMBLE

We the people of the City of Pensacola, under the Constitution and laws of the State of Florida, in order to secure the benefits of local self-government and to provide for an honest, effective, and accountable Mayor-Council government, do hereby adopt this charter and confer upon the City the following powers, subject to the following restrictions, and prescribed by the following procedures and governmental structure. By this action, we secure the benefits of home rule and affirm the values of representative democracy, professional management, strong political leadership, citizen participation, and regional cooperation, through promoting equal opportunity and equity based on the broad cultural diversity of the City and inclusiveness that focuses on justice, equality, equity and environmental stewardship.

ARTICLE I – GENERAL POWERS OF THE CITY

Section 1.01. General Powers and Corporate Existence.

The City of Pensacola ("City"), located in Escambia County, Florida, shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law or this charter.

Section 1.04. Computation of Time.

In computing any period of time prescribed or allowed by this charter, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or City observed holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or City observed holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and City observed holidays shall be excluded in the computation.

ARTICLE IV- MAYOR AND CITY COUNCIL

Section 4.01. Mayor

(a) *Powers and Duties.* The Mayor shall be the Chief Executive Officer of the City, shall exercise the executive powers of the City, and shall be responsible for the administration of all City affairs pursuant to this Charter. The Mayor, who shall serve in a full-time capacity, and shall exemplify good citizenship and exhibit a cooperative spirit, shall have the following powers and duties:

(1) ~~To exercise the executive powers of the City and~~ To supervise all departments, including, but not limited to, the power to appoint, discipline, and remove all officers and employees, unless otherwise provided in this Charter.

(11) To attend, or designate a representative to attend, all meetings of the City Council with authority to participate in discussions, but without the power to vote.

(16) To cooperate with and in no way obstruct an inquiry into the conduct or dealings of any municipal office, department, agency or officer as permitted under 4.02(a)(3).

Section 4.02. City Council.

(a) *Powers and Duties.* City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. All powers of the City shall be vested in the City Council, except as otherwise provided by law or this Charter, including but not limited to ~~The City Council shall have~~ the following powers and duties:

(6) 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: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of him by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, Mayor, the several departments, officers, and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) Executive Assistant. The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (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. Such positions shall be subject to termination by a majority vote of the City Council.

Section 4.03. City Council Procedures.

- (a) *Meetings.* The City Council shall meet ~~regularly~~ at least once every month at such times and places as the City Council may prescribe. Special meetings may be held on the call of the City Council president or the Mayor or at the request of three (3) of the City Council Members to the City Clerk and, whenever practicable, upon no less than ~~twelve (12)~~ seventy-two (72) hours' notice to each Council Member and the public, or such shorter time as the City Council president, Mayor, or three (3) City Council Members deems necessary in the event of an emergency.

Section 4.04. Prohibitions

(b) *Interference with Administration.* Except for the purpose of inquiries, notifications and investigations made in good faith, the City Council or Council Members shall deal with the City officers and employees, who are subject to the direction and supervision of the Mayor, solely through the Mayor. Neither the City Council nor Council Members shall give orders to any such officer or employee, either publicly or privately. It is the express intent of this Charter that ~~recommendations~~ orders for improvement of municipal governmental operations by individual Council Members be made solely to ~~and through by~~ the Mayor

ARTICLE VII – CHARTER REVIEW AND CHARTER AMENDMENTS

Section 8.01. Charter Review Commission

(a) *Charter Review Commission Established.* During the month of January 2022 2031 and every ten (10) years thereafter, there shall be established a Charter Review Commission ("CRC"); provided, however, that the City Council shall have the power to establish a CRC more often in the event it so chooses.

(b) *Composition.* Every ten (10) years, the Mayor and City Council shall appoint nine members to the CRC. The Mayor shall appoint two (2) members and each Council Member shall appoint one member residing in their Council District. The CRC shall be composed of nine members, with at least one (1) member from each of the seven (7) Council districts of the City and no more than two (2) members coming from any one Council District. No members of the CRC shall be elected officials. Each member of the CRC shall be a City resident and elector. Vacancies shall be filled within 30 days in the same manner as the original appointments.

(c) *Procedures.* The CRC shall meet prior to the third week in January 2022 2031, and every ten (10) years thereafter, for the purposes of organization. The CRC shall elect a Chair and Vice Chair from among its membership. Further meetings of the CRC shall be held upon the call of the Chair or any three members of the CRC. All meetings shall be open to the public. A majority of the members of the CRC shall constitute a quorum.

Section 8.02. Charter Amendments.

(b) *Initiation by Petition.* The electors of the City may propose amendments to this Charter by petition. Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter. Initiative petitions must be signed by City electors equal to at least ten percent (10%) of the total number of registered electors in the City, as shown by the compilation by the Supervisor of Elections for the most recent general election of the City Council. The City Council shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the City or at a special election called for such purpose.

ARTICLE III-ELECTED CITY POSITIONS

Section 3.01. Form of Government.

~~With the exception of the initial transition period pursuant to Section 10.07 below,~~
The City shall have a Mayor-Council form of government. There shall be a City Council, which shall be the governing body of the City with all legislative powers of the City vested therein, consisting of seven (7) Council Members, one (1) to be elected from each of the seven (7) election districts of the City. There shall also be a Mayor who is elected at large and who shall not be a member of the City Council.

Section 3.02. Election and Terms.

The nonpartisan primary and general election of the Council Members and the Mayor shall be held in the manner provided in Article VI of this Charter and the terms of office for Mayor and Council Members shall be four (4) years and will commence on the fourth Tuesday in November after his or her election at 12 o'clock noon.

The base year for elections for Council Members for districts 2, 4, and 6, and the Mayor shall be 2010, and shall be for a four-year term. The base year for elections for Council Members for districts 1, 3, 5, and 7 shall be 2012 and shall be for a four-year term. These base year dates are established only for the purpose of scheduling elections and staggering terms, and do not impact the term limit requirements of Section 3.03. ~~Council Members for districts 1, 3, 5, and 7 elected in 2010 shall serve a two-year term. Terms served by the Mayor or a Council Member immediately preceding the base year dates shall not be counted in applying Section 3.03.~~

Section 3.03. Limitations of Terms for Mayor and Council Members; Effective Date.

- (a) *Mayor.* No person shall be elected to serve as Mayor for more than three consecutive terms. ~~on and after the general election in November 2010.~~
- (b) *City Council Members.* No person shall be elected to serve as a Council Member for ~~districts 1, 3, 5, and 7~~ for more than three consecutive terms. ~~on and after the general election in November 2012. No person shall be elected to serve as a Council Member for districts 2, 4, and 6 for more than three consecutive terms on and after the general election in November 2010.~~

ARTICLE VI – ELECTIONS

Section 6.07. Commencement of terms of office.

- (c) ~~Commencement of Terms for Year 2010 Elections. The terms for the Council Members and Mayor elected in the 2010 general election shall commence at noon on the second Monday of January 2011 as provided for in the former City Charter, or on such earlier date as the office becomes vacant after the 2010 general election. This provision shall be effective solely for the purposes of transition from the former City Charter to Section 3.02 of this Charter.~~

ARTICLE X - SCHEDULE

Section 10.06 (d) Commencement of Terms for Year 2010 Elections.

- ~~(d) Section 10.06. Existing Rights, Obligations, Duties and Relationships(Commencement of Terms for Year 2010 Elections. The terms for the Council Members and Mayor elected in the 2010 general election shall commence at noon on the second Monday of January 2011 as provided for in the former City Charter, or on such earlier date as the office becomes vacant after the 2010 general election. This provision shall be effective solely for the purposes of transition from the former City Charter to Section 3.02 of this Charter.~~

~~Section 10.07. Transition.~~

~~The City Council shall adopt such ordinances and resolutions as are required to effect the transition from a nine (9) member City Council with two (2) at large elected seats to a seven (7) member City Council with no at large elected seats upon the expiration of their current respective terms. Ordinances adopted within sixty (60) days of the first Council meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures prescribed by law.~~

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect on immediately upon adoption.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

To: Pensacola City Council
From: 2022 Charter Review Commission
Date: June 15, 2022
Re: Charter Review Commission Recommendations

Madam President and Members of City Council

On September 9, 2021, City Council and the Mayor appointed members to the Charter Review Commission (CRC), those appointed members were:

Samuel Horton Sr. – Chair

Clorissti Berine Shoemo – Vice Chair

Antonio Bruni

Chris Schwier

Jack Zoesch

David Alexander III

Lester Smith

John Trawick

Thomas Williams – Mr. Williams (Judge Williams) was appointed to the Judicial Bench forcing his withdrawal from the Commission

Mike Wiggins – was selected to replace Mr. Williams

The CRC began meeting on January 5, 2022, followed by meetings on:

February 9, 2022

February 23, 2022

March 9, 2022

March 23, 2022

April 6, 2022

April 20, 2022

May 4, 2022

May 18, 2022

June 1, 2022

June 15, 2022

During that time the CRC heard from a representative from the Florida League of Cities, prior City Attorney Susan Woolf, at least one Council Member, a former Council Member, the Mayor, citizens as well as conducting information gathering from city staff members. City Attorney Charlie Peppler was chosen by the CRC as their legal representation.

Over the course of these eleven (11) meetings, the CRC discussed the Charter, discussed recommendations, some of which were approved by a majority of the CRC members, some of which were rejected. This report will outline those recommendations that were approved (in detail).

These recommendations will be shown by Charter Section, along with proposed language additions or deletions.

RECOMMENDATIONS

PREAMBLE

No amendments recommended

ARTICLE I – GENERAL POWERS OF THE CITY

Section 1.01. General Powers and Corporate Existence.

The City of Pensacola ("City"), located in Escambia County, Florida, shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law or this charter.

Section 1.04 Public Utilities

The City shall not renew or enter into a new franchise agreement, contract, lease, purchase agreement or memorandum of understanding for provision of utility services without securing a study on the feasibility of municipalizing that utility as well as securing a full and independent audit of the prior agreement by a certified public accountant or firm of such accountants who have no direct or indirect interest in the fiscal affairs of the City or any of its officers or elected officials. For municipalized utilities, the City shall secure a study on the feasibility of privatizing that utility no less than once every 30 years. The City shall not create or dispose of any public utility without referendum.

Section 1.05. Computation of Time.

In computing any period of time prescribed or allowed by this charter, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a

Saturday, Sunday or City observed holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or City observed holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and City observed holidays shall be excluded in the computation.

ARTICLE II – CORPORATE BOUNDARIES

No amendments recommended

ARTICLE III – ELECTED CITY POSITIONS

Section 3.01. Form of Government.

~~With the exception of the initial transition period pursuant to Section 10.07 below,~~
The City shall have a Mayor-Council form of government. There shall be a City Council, which shall be the governing body of the City with all legislative powers of the City vested therein, consisting of seven (7) Council Members, one (1) to be elected from each of the seven (7) election districts of the City. There shall also be a Mayor who is elected at large and who shall not be a member of the City Council.

Section 3.02. Election and Terms.

The nonpartisan primary and general election of the Council Members and the Mayor shall be held in the manner provided in Article VI of this Charter and the terms of office for Mayor and Council Members shall be four (4) years and will commence on the fourth Tuesday in November after his or her election at 12 o'clock noon.

The base year for elections for Council Members for districts 2, 4, and 6, and the Mayor shall be 2010, and shall be for a four-year term. The base year for elections for Council Members for districts 1, 3, 5, and 7 shall be 2012 and shall be for a four-year term. These base year dates are established only for the purpose of scheduling elections and staggering terms, and do not impact the term limit requirements of Section 3.03. ~~Council Members for districts 1, 3, 5, and 7 elected in 2010 shall serve a two-year term. Terms served by the Mayor or a Council Member immediately preceding the base year dates shall not be counted in applying Section 3.03.~~

Section 3.03. Limitations of Terms for Mayor and Council Members; Effective Date.

(a) **Mayor.** No person shall be elected to serve as Mayor for more than three two consecutive terms. ~~on and after the general election in November 2010.~~

(b) **City Council Members.** No person shall be elected to serve as a Council Member for districts 1, 3, 5, and 7 for more than three consecutive terms. ~~on and after the general election in November 2012. No person shall be elected to serve as a~~

~~Council Member for districts 2, 4, and 6 for more than three consecutive terms on and after the general election in November 2010.~~

ARTICLE IV – MAYOR AND CITY COUNCIL

Section 4.01. Mayor.

(a) ***Powers and Duties.*** The Mayor shall be the Chief Executive Officer of the City, shall exercise the executive powers of the City, and shall be responsible for the administration of all City affairs placed in their charge pursuant to this Charter. The Mayor, who shall serve in a full-time capacity, and shall exemplify good citizenship and exhibit a cooperative spirit, shall have the following powers and duties:

(1) ~~To exercise the executive powers of the City and~~ To supervise all departments, including, but not limited to, the power to appoint, discipline, and remove all officers and employees, unless otherwise provided in this Charter.

(4) To appoint a City Administrator, who shall serve at the pleasure of the Mayor, and who shall have the power to appoint and remove all officers and employees not otherwise provided for in this Charter.

(8) To suspend, discipline, or remove a department head with or without cause. ~~and without the consent of City Council Members, unless otherwise provided for in this Charter.~~ Such department head may appeal any such action to the City Council who may overturn the action by an affirmative vote of a majority plus one (1) of the City Council Members.

(11) To attend, or designate a representative to attend, all meetings of the City Council with authority to participate in discussions, but without the power to vote.

(16) To cooperate with and in no way obstruct an inquiry into the conduct or dealings of any municipal office, department, agency or officer as permitted under 4.02(a)(3).

Section 4.02. City Council.

(a) ***Powers and Duties.*** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. All powers of the City shall be vested in the City Council, except as otherwise provided by law or this Charter, including but not limited to ~~The City Council shall have the following powers and duties:~~

(2) To adopt the annual budget and all other appropriations necessary for efficient City government. Any modification of specific appropriations in the budget by greater than an amount set by ordinance, including but not limited to reallocating greater than

said amount between departments, shall require consent of the City Council by an affirmative vote of a majority of City Council Members.

(6) 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: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of ~~him~~ them by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, Mayor, the several departments, officers, and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) Executive Assistant. The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (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. Such positions shall be subject to termination by a majority vote of the City Council.

(a) Vacancies.

(1) If a vacancy on the Council is caused by death, resignation, refusal of any Council Member to serve, removal of any Council Member, the moving of a Council Member from the district from which the Council Member is elected, or for any other reason, the vacancy

shall be filled for the unexpired term of the vacated seat by a majority vote of the remaining Council Members, and such vacancies shall be filled within thirty (30) business days after the vacancy occurs. The appointed Council Member shall serve the unexpired term of the previous Council Member unless the unexpired term of the previous Council Member is twenty-eight (28) months or longer. If the unexpired term

is twenty-eight (28) months or longer, a person shall be elected at the next general election to fill the unexpired portion of such term.

(2) The Council Member appointed by the Council must meet the qualifications for office as set forth in 6.03 of this Charter at the time of appointment. The Council Member appointed by the Council may seek election to the Council position at the next election.

Section 4.03. City Council Procedures.

- (a) **Meetings.** The City Council shall meet ~~regularly~~ at least once every month at such times and places as the City Council may prescribe. Special meetings may be held on the call of the City Council president or the Mayor or at the request of three (3) of the City Council Members to the City Clerk and, whenever practicable, upon no less than ~~twelve (12)~~ seventy-two (72) hours notice to each Council Member and the public, or such shorter time as the City Council president, Mayor, or three (3) City Council Members deems necessary in the event of an emergency.

ARTICLE V – APPOINTED CITY POSITIONS

Section 5.01. City Clerk.

There shall be a City Clerk who shall be appointed by the Mayor with the consent of the City Council by an affirmative vote of a majority of Council Members, and whose duties and responsibilities are as provided for by this Charter. Although an appointee of the Mayor, the Clerk shall serve the entire City government. The Clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the City Council and shall carry out such additional duties as may be required by the Council or the Mayor. The City Clerk may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Clerk, Assistant City Clerk or administrative staff hired and supervised by the City Clerk. It is the intent of this section that the Deputy City Clerk, all Assistant City Clerks, and all administrative personnel under the supervision of the City Clerk perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

Section 5.03. City Attorney.

The City Attorney shall serve as the chief legal adviser to, and shall represent, elected or appointed officials, boards and commissions, and employees in the course and scope of their official duties or employment, respectively. The City Attorney shall represent the City

in legal proceedings and shall perform any other duties prescribed by State law, by this Charter, or by ordinance or resolution. The Mayor shall appoint the City Attorney, with the consent of the City Council by an affirmative vote of a majority of City Council Members. The City Attorney may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Attorney, Assistant City Attorney or administrative staff hired and supervised by the City Attorney. It is the intent of this section that the Deputy City Attorney, all Assistant City Attorneys, and all administrative personnel under the supervision of the City Attorney perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

ARTICLE VI -- ELECTIONS

ARTICLE VII – RECALL, INITIATIVE, AND REFERENDUM

Section 7.02. Power of Initiative.

City electors shall have the power to propose ordinances to the City Council. If the City Council fails to adopt an ordinance so proposed without any change in substance, the electors have the power to adopt or reject the proposed ordinance at a City election. The electors are not empowered to propose ordinances that extend to providing an annual budget, levying taxes, or setting salaries of City officers or employees, expending LOST funds, or compelling government speech in a particular manner.

Section 7.03. Power of Referendum.

No later than ~~Within~~ sixty (60) days following the effective date of a measure passed by City Council, City electors shall have the power to require reconsideration by the City Council of any measure passed by City Council. If the City Council fails to repeal a measure so reconsidered, the electors shall have the power to ~~approve~~ adopt or reject the reconsidered measure by petition as specified in Section 7.05 following. ~~at a City election.~~ The electors are not empowered to reconsider measures that extend to providing an annual budget, levying taxes, ~~or~~ setting salaries of City officers or employees, the expenditure of LOST funds, or government speech.

Section 7.04. Commencement of Proceedings.

Within sixty (60) days of a measure passed by City Council either adopting or rejecting the proposed ordinance or adopting or rejecting the proposed repeal of a measure, ~~A~~ any ten (10) electors may commence initiative or referendum proceedings by filing with the City

Clerk an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form. The affidavit shall further provide their names and addresses, specify the mailing address for notices to be sent to the committee, and fully set forth the proposed initiative or identify the measure sought to be reconsidered. Promptly after the petitioners' committee's affidavit is filed, the City Clerk, at the committee's request, shall issue the appropriate petition forms to the committee at the committee's expense.

Section 7.05. Initiative or Referendum Petitions.

(c)Statement of Circulator. When filed, petitions shall have attached an affidavit statement-executed and sworn by a member of the petitioner's committee that ~~by the circulator or circulators of the petitions that~~ he, she, or they personally circulated the petitions. The statement shall further state the number of signed petitions submitted and that the ~~circulator~~ petitioner's committee believes them to be the genuine signatures of the persons whose names they purport to be.

(d) Filing Deadline. All initiative and referendum petitions must be filed with the City Clerk within sixty (60) days of the commencement date of the initiative or referendum proceedings as specified in Section 7.04 above. The City Clerk shall submit the petitions to the Supervisor of Elections within three (3) business days of receipt of the petitions.

Section 7.06. Verification of Petitions.

The petitioner's committee shall submit with the petitions ~~the completed petitions to the Escambia County Supervisor of Elections for verification as to the number of registered electors whose valid signatures appear thereon, along with~~ any fee required by general law. The Supervisor of Elections shall make a good faith effort to verify the signatures within ten (10) days of receipt of the petitions. The Supervisor of Elections shall record the date each form is received by the Supervisor of Elections, and the date the signature on the form is verified as valid. The Supervisor of Elections may verify that the signature on a form is valid only if (i) the form contains the original signature of the elector; (ii) the elector has accurately recorded on the form the date on which he or she signed the form; (iii) the form accurately sets forth the elector's name and address; and (iv) the elector is, at the time he or she signs the form, a duly qualified and registered elector of the City.

ARTICLE VIII – CHARTER REVIEW AND CHARTER AMENDMENTS

Section. 8.01. Charter Review Commission.

(a) Charter Review Commission Established. During the month of January 2022 2031 and every ten (10) years thereafter, there shall be established a Charter Review

Commission ("CRC"); provided, however, that the City Council shall have the power to establish a CRC more often in the event it so chooses.

(b) **Composition.** Every ten (10) years, the Mayor and City Council shall appoint nine members to the CRC. The Mayor shall appoint two (2) members and each Council Member shall appoint one member residing in their Council District. The CRC shall be composed of nine members, with at least one (1) member from each of the seven (7) Council districts of the City and no more than two (2) members coming from any one Council District. No members of the CRC shall be elected officials. Each member of the CRC shall be a City resident and elector. Vacancies shall be filled within 30 days in the same manner as the original appointments.

(c) **Procedures.** The CRC shall meet prior to the third week in January 2022 2031, and every ten (10) years thereafter, for the purposes of organization. The CRC shall elect a Chair and Vice Chair from among its membership. Further meetings of the CRC shall be held upon the call of the Chair or any three members of the CRC. All meetings shall be open to the public. A majority of the members of the CRC shall constitute a quorum.

Section 8.02. Charter Amendments.

(b) **Initiation by Petition.** The electors of the City may propose amendments to this Charter by petition. Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter. Initiative petitions must be signed by City electors equal to at least ten percent (10%) of the total number of registered electors in the City, as shown by the compilation by the Supervisor of Elections for the most recent general election of the City Council. The City Council shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the City or at a special election called for such purpose.

ARTICLE IX -- MISCELLANEOUS

No amendments recommended

ARTICLE X – SCHEDULE

Section 10.06. Existing Rights, Obligations, Duties and Relationships.

~~(d) **Commencement of Terms for Year 2010 Elections.** The terms for the Council Members and Mayor elected in the 2010 general election shall commence at noon on the second Monday of January 2011 as provided for in the former City Charter, or on such earlier date as the office becomes vacant after the 2010 general election. This provision shall be effective solely for the purposes of transition from the former City Charter to Section 3.02 of this Charter.~~

Section 10.07. Transition.

~~The City Council shall adopt such ordinances and resolutions as are required to effect the transition from a nine (9) member City Council with two (2) at large elected seats to a seven (7) member City Council with no at large elected seats upon the expiration of their current respective terms. Ordinances adopted within sixty (60) days of the first Council meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures prescribed by law.~~



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 37-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

PROPOSED ORDINANCE NO. 37-22 - CHARTER AMENDMENT QUESTION 2 RELATED TO ARTICLE V - APPOINTED CITY POSITIONS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 37-22 on second reading:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE V - APPOINTED CITY POSITIONS; AMENDING SECTION 5.01 -- CITY CLERK; AMENDING SECTION 5.03 -- CITY ATTORNEY; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Article VIII- Section 8.01(a-g) of the City Charter provide for the establishment of a Charter Review Commission, composition, procedures, rules and compensation, expenses, review and report and process, respectively, outlining that a review of the Charter begin in January of 2022.

In September of 2021, the City Council and the Mayor appointed nine (9) citizens, establishing the Charter Review Commission (CRC).

From January 2022 through June 2022, the CRC met, discussed, and made recommendations for amending the City Charter.

In June of 2022, the City Council held a workshop to discuss the CRC recommendations.

In accordance with Section 8.01(f), the CRC reviewed, on behalf of the citizens of Pensacola, in order to make recommendations on amendments, if any.

In accordance with 8.01(g) the CRC issued a report to City Council providing their recommendations for amendments. The City Council serves as the final decision makers as to whether the proposed amendments are (a) returned to the CRC for further review, (b) revised and included on a ballot, (c) included on a ballot without change or (d) take other action. The proposed amendments are then

placed on the ballot of the 2022 general election to be held on November 8, 2022. The citizens are then asked to either approve or reject the proposed Charter Amendments.

Ballot question no. 2 addresses the following:

Article V - Section 5.01 - City Clerk
Section 5.03 - City Attorney

PRIOR ACTION:

July 28, 2022 - City Council voted to approve Proposed Ordinance No. 37-22 on first reading.

July 19, 2022 - City Council Special Meeting to determine proposed Charter Amendments to be placed on the November 8, 2022, General Election Ballot

July 11, 2022 - City Council Special Meeting to determine proposed Charter Amendments to be placed on the November 8, 2022, General Election Ballot

June 27, 2022 - City Council Workshop regarding CRC proposed Charter Amendments

January 5, 2022 - June 15, 2022 - CRC held meetings

September 9, 2021 - City Council/Mayor appointed members to the CRC

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ord. No. 37-22
- 2) CRC Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 37-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE V – APPOINTED CITY POSITIONS; AMENDING SECTION 5.01 -- CITY CLERK; AMENDING SECTION 5.03 -- CITY ATTORNEY; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has determined that certain amendments to the City Charter are in order to clarify and update the Charter; and

WHEREAS, pursuant to Section 166.031 Florida Statutes, the City Council is required to submit the Charter Amendments to the electors of the City for approval or rejection.

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

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 8, 2022, to consider and vote for or against the approval of proposed amendments to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 8, 2022.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revisions shall be:

QUESTION

THE CITY OF PENSACOLA – REFERENDUM QUESTION NO. 2

Shall the Charter be amended to provide that City Clerk and City Attorney shall have the sole power to hire, discipline and terminate staff and employees supervised by them and that neither Mayor nor City Council shall interfere with the exercise of that power?

_____ **Yes – For Approval**

_____ **No – Against Approval**

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the Referendum required by the existing City Charter and applicable Florida Law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Article V of the existing Charter, to wit:

ARTICLE V – APPOINTED CITY POSITIONS

Section 5.01. City Clerk.

There shall be a City Clerk who shall be appointed by the Mayor with the consent of the City Council by an affirmative vote of a majority of Council Members, and whose duties and responsibilities are as provided for by this Charter. Although an appointee of the Mayor, the Clerk shall serve the entire City government. The Clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the City Council and shall carry out such additional duties as may be required by the Council or the Mayor. The City Clerk may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Clerk, Assistant City Clerk or administrative staff hired and supervised by the City Clerk. It is the intent of this section that the Deputy City Clerk, all Assistant City Clerks, and all administrative personnel under the supervision of the City Clerk perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

Section 5.03. City Attorney.

The City Attorney shall serve as the chief legal adviser to, and shall represent, elected or appointed officials, boards and commissions, and employees in the course and scope of their official duties or employment, respectively. The City Attorney shall represent the City in legal proceedings and shall perform any other duties prescribed by State law, by this Charter, or by ordinance or resolution. The Mayor shall appoint the City Attorney, with the consent of the City Council by an affirmative vote of a majority of City Council Members. The City Attorney may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Attorney, Assistant City Attorney or administrative staff hired and supervised by the City Attorney. It is the intent of this section that the Deputy City Attorney, all Assistant City Attorneys, and all administrative personnel under the supervision of the City Attorney perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect on immediately upon adoption.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

To: Pensacola City Council
From: 2022 Charter Review Commission
Date: June 15, 2022
Re: Charter Review Commission Recommendations

Madam President and Members of City Council

On September 9, 2021, City Council and the Mayor appointed members to the Charter Review Commission (CRC), those appointed members were:

Samuel Horton Sr. – Chair

Clorissti Berine Shoemo – Vice Chair

Antonio Bruni

Chris Schwier

Jack Zoesch

David Alexander III

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During that time the CRC heard from a representative from the Florida League of Cities, prior City Attorney Susan Woolf, at least one Council Member, a former Council Member, the Mayor, citizens as well as conducting information gathering from city staff members. City Attorney Charlie Peppler was chosen by the CRC as their legal representation.

Over the course of these eleven (11) meetings, the CRC discussed the Charter, discussed recommendations, some of which were approved by a majority of the CRC members, some of which were rejected. This report will outline those recommendations that were approved (in detail).

These recommendations will be shown by Charter Section, along with proposed language additions or deletions.

RECOMMENDATIONS

PREAMBLE

No amendments recommended

ARTICLE I – GENERAL POWERS OF THE CITY

Section 1.01. General Powers and Corporate Existence.

The City of Pensacola ("City"), located in Escambia County, Florida, shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law or this charter.

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The City shall not renew or enter into a new franchise agreement, contract, lease, purchase agreement or memorandum of understanding for provision of utility services without securing a study on the feasibility of municipalizing that utility as well as securing a full and independent audit of the prior agreement by a certified public accountant or firm of such accountants who have no direct or indirect interest in the fiscal affairs of the City or any of its officers or elected officials. For municipalized utilities, the City shall secure a study on the feasibility of privatizing that utility no less than once every 30 years. The City shall not create or dispose of any public utility without referendum.

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Saturday, Sunday or City observed holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or City observed holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and City observed holidays shall be excluded in the computation.

ARTICLE II – CORPORATE BOUNDARIES

No amendments recommended

ARTICLE III – ELECTED CITY POSITIONS

Section 3.01. Form of Government.

~~With the exception of the initial transition period pursuant to Section 10.07 below,~~
The City shall have a Mayor-Council form of government. There shall be a City Council, which shall be the governing body of the City with all legislative powers of the City vested therein, consisting of seven (7) Council Members, one (1) to be elected from each of the seven (7) election districts of the City. There shall also be a Mayor who is elected at large and who shall not be a member of the City Council.

Section 3.02. Election and Terms.

The nonpartisan primary and general election of the Council Members and the Mayor shall be held in the manner provided in Article VI of this Charter and the terms of office for Mayor and Council Members shall be four (4) years and will commence on the fourth Tuesday in November after his or her election at 12 o'clock noon.

The base year for elections for Council Members for districts 2, 4, and 6, and the Mayor shall be 2010, and shall be for a four-year term. The base year for elections for Council Members for districts 1, 3, 5, and 7 shall be 2012 and shall be for a four-year term. These base year dates are established only for the purpose of scheduling elections and staggering terms, and do not impact the term limit requirements of Section 3.03. ~~Council Members for districts 1, 3, 5, and 7 elected in 2010 shall serve a two-year term. Terms served by the Mayor or a Council Member immediately preceding the base year dates shall not be counted in applying Section 3.03.~~

Section 3.03. Limitations of Terms for Mayor and Council Members; Effective Date.

(a) **Mayor.** No person shall be elected to serve as Mayor for more than three two consecutive terms. ~~on and after the general election in November 2010.~~

(b) **City Council Members.** No person shall be elected to serve as a Council Member for districts 1, 3, 5, and 7 for more than three consecutive terms. ~~on and after the general election in November 2012. No person shall be elected to serve as a~~

~~Council Member for districts 2, 4, and 6 for more than three consecutive terms on and after the general election in November 2010.~~

ARTICLE IV – MAYOR AND CITY COUNCIL

Section 4.01. Mayor.

(a) ***Powers and Duties.*** The Mayor shall be the Chief Executive Officer of the City, shall exercise the executive powers of the City, and shall be responsible for the administration of all City affairs placed in their charge pursuant to this Charter. The Mayor, who shall serve in a full-time capacity, and shall exemplify good citizenship and exhibit a cooperative spirit, shall have the following powers and duties:

(1) ~~To exercise the executive powers of the City and~~ To supervise all departments, including, but not limited to, the power to appoint, discipline, and remove all officers and employees, unless otherwise provided in this Charter.

(4) To appoint a City Administrator, who shall serve at the pleasure of the Mayor, and who shall have the power to appoint and remove all officers and employees not otherwise provided for in this Charter.

(8) To suspend, discipline, or remove a department head with or without cause. ~~and without the consent of City Council Members, unless otherwise provided for in this Charter.~~ Such department head may appeal any such action to the City Council who may overturn the action by an affirmative vote of a majority plus one (1) of the City Council Members.

(11) To attend, or designate a representative to attend, all meetings of the City Council with authority to participate in discussions, but without the power to vote.

(16) To cooperate with and in no way obstruct an inquiry into the conduct or dealings of any municipal office, department, agency or officer as permitted under 4.02(a)(3).

Section 4.02. City Council.

(a) ***Powers and Duties.*** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. All powers of the City shall be vested in the City Council, except as otherwise provided by law or this Charter, including but not limited to ~~The City Council shall have the following powers and duties:~~

(2) To adopt the annual budget and all other appropriations necessary for efficient City government. Any modification of specific appropriations in the budget by greater than an amount set by ordinance, including but not limited to reallocating greater than

said amount between departments, shall require consent of the City Council by an affirmative vote of a majority of City Council Members.

(6) 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: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of ~~him~~ them by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, Mayor, the several departments, officers, and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) Executive Assistant. The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (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. Such positions shall be subject to termination by a majority vote of the City Council.

(a) Vacancies.

(1) If a vacancy on the Council is caused by death, resignation, refusal of any Council Member to serve, removal of any Council Member, the moving of a Council Member from the district from which the Council Member is elected, or for any other reason, the vacancy

shall be filled for the unexpired term of the vacated seat by a majority vote of the remaining Council Members, and such vacancies shall be filled within thirty (30) business days after the vacancy occurs. The appointed Council Member shall serve the unexpired term of the previous Council Member unless the unexpired term of the previous Council Member is twenty-eight (28) months or longer. If the unexpired term

is twenty-eight (28) months or longer, a person shall be elected at the next general election to fill the unexpired portion of such term.

(2) The Council Member appointed by the Council must meet the qualifications for office as set forth in 6.03 of this Charter at the time of appointment. The Council Member appointed by the Council may seek election to the Council position at the next election.

Section 4.03. City Council Procedures.

- (a) **Meetings.** The City Council shall meet ~~regularly~~ at least once every month at such times and places as the City Council may prescribe. Special meetings may be held on the call of the City Council president or the Mayor or at the request of three (3) of the City Council Members to the City Clerk and, whenever practicable, upon no less than ~~twelve (12)~~ seventy-two (72) hours notice to each Council Member and the public, or such shorter time as the City Council president, Mayor, or three (3) City Council Members deems necessary in the event of an emergency.

ARTICLE V – APPOINTED CITY POSITIONS

Section 5.01. City Clerk.

There shall be a City Clerk who shall be appointed by the Mayor with the consent of the City Council by an affirmative vote of a majority of Council Members, and whose duties and responsibilities are as provided for by this Charter. Although an appointee of the Mayor, the Clerk shall serve the entire City government. The Clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the City Council and shall carry out such additional duties as may be required by the Council or the Mayor. The City Clerk may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Clerk, Assistant City Clerk or administrative staff hired and supervised by the City Clerk. It is the intent of this section that the Deputy City Clerk, all Assistant City Clerks, and all administrative personnel under the supervision of the City Clerk perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

Section 5.03. City Attorney.

The City Attorney shall serve as the chief legal adviser to, and shall represent, elected or appointed officials, boards and commissions, and employees in the course and scope of their official duties or employment, respectively. The City Attorney shall represent the City

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ARTICLE VI -- ELECTIONS

ARTICLE VII – RECALL, INITIATIVE, AND REFERENDUM

Section 7.02. Power of Initiative.

City electors shall have the power to propose ordinances to the City Council. If the City Council fails to adopt an ordinance so proposed without any change in substance, the electors have the power to adopt or reject the proposed ordinance at a City election. The electors are not empowered to propose ordinances that extend to providing an annual budget, levying taxes, or setting salaries of City officers or employees, expending LOST funds, or compelling government speech in a particular manner.

Section 7.03. Power of Referendum.

No later than ~~Within~~ sixty (60) days following the effective date of a measure passed by City Council, City electors shall have the power to require reconsideration by the City Council of any measure passed by City Council. If the City Council fails to repeal a measure so reconsidered, the electors shall have the power to ~~approve~~ adopt or reject the reconsidered measure by petition as specified in Section 7.05 following. ~~at a City election.~~ The electors are not empowered to reconsider measures that extend to providing an annual budget, levying taxes, ~~or~~ setting salaries of City officers or employees, the expenditure of LOST funds, or government speech.

Section 7.04. Commencement of Proceedings.

Within sixty (60) days of a measure passed by City Council either adopting or rejecting the proposed ordinance or adopting or rejecting the proposed repeal of a measure, ~~A~~ any ten (10) electors may commence initiative or referendum proceedings by filing with the City

Clerk an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form. The affidavit shall further provide their names and addresses, specify the mailing address for notices to be sent to the committee, and fully set forth the proposed initiative or identify the measure sought to be reconsidered. Promptly after the petitioners' committee's affidavit is filed, the City Clerk, at the committee's request, shall issue the appropriate petition forms to the committee at the committee's expense.

Section 7.05. Initiative or Referendum Petitions.

(c)Statement of Circulator. When filed, petitions shall have attached an affidavit statement executed and sworn by a member of the petitioner's committee that ~~by the circulator or circulators of the petitions that~~ he, she, or they personally circulated the petitions. The statement shall further state the number of signed petitions submitted and that the ~~circulator~~ petitioner's committee believes them to be the genuine signatures of the persons whose names they purport to be.

(d) Filing Deadline. All initiative and referendum petitions must be filed with the City Clerk within sixty (60) days of the commencement date of the initiative or referendum proceedings as specified in Section 7.04 above. The City Clerk shall submit the petitions to the Supervisor of Elections within three (3) business days of receipt of the petitions.

Section 7.06. Verification of Petitions.

The petitioner's committee shall submit with the petitions ~~the completed petitions to the Escambia County Supervisor of Elections for verification as to the number of registered electors whose valid signatures appear thereon, along with~~ any fee required by general law. The Supervisor of Elections shall make a good faith effort to verify the signatures within ten (10) days of receipt of the petitions. The Supervisor of Elections shall record the date each form is received by the Supervisor of Elections, and the date the signature on the form is verified as valid. The Supervisor of Elections may verify that the signature on a form is valid only if (i) the form contains the original signature of the elector; (ii) the elector has accurately recorded on the form the date on which he or she signed the form; (iii) the form accurately sets forth the elector's name and address; and (iv) the elector is, at the time he or she signs the form, a duly qualified and registered elector of the City.

ARTICLE VIII – CHARTER REVIEW AND CHARTER AMENDMENTS

Section. 8.01. Charter Review Commission.

(a) Charter Review Commission Established. During the month of January 2022 2031 and every ten (10) years thereafter, there shall be established a Charter Review

Commission ("CRC"); provided, however, that the City Council shall have the power to establish a CRC more often in the event it so chooses.

(b) **Composition.** Every ten (10) years, the Mayor and City Council shall appoint nine members to the CRC. The Mayor shall appoint two (2) members and each Council Member shall appoint one member residing in their Council District. The CRC shall be composed of nine members, with at least one (1) member from each of the seven (7) Council districts of the City and no more than two (2) members coming from any one Council District. No members of the CRC shall be elected officials. Each member of the CRC shall be a City resident and elector. Vacancies shall be filled within 30 days in the same manner as the original appointments.

(c) **Procedures.** The CRC shall meet prior to the third week in January 2022 2031, and every ten (10) years thereafter, for the purposes of organization. The CRC shall elect a Chair and Vice Chair from among its membership. Further meetings of the CRC shall be held upon the call of the Chair or any three members of the CRC. All meetings shall be open to the public. A majority of the members of the CRC shall constitute a quorum.

Section 8.02. Charter Amendments.

(b) **Initiation by Petition.** The electors of the City may propose amendments to this Charter by petition. Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter. Initiative petitions must be signed by City electors equal to at least ten percent (10%) of the total number of registered electors in the City, as shown by the compilation by the Supervisor of Elections for the most recent general election of the City Council. The City Council shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the City or at a special election called for such purpose.

ARTICLE IX -- MISCELLANEOUS

No amendments recommended

ARTICLE X – SCHEDULE

Section 10.06. Existing Rights, Obligations, Duties and Relationships.

~~(d) **Commencement of Terms for Year 2010 Elections.** The terms for the Council Members and Mayor elected in the 2010 general election shall commence at noon on the second Monday of January 2011 as provided for in the former City Charter, or on such earlier date as the office becomes vacant after the 2010 general election. This provision shall be effective solely for the purposes of transition from the former City Charter to Section 3.02 of this Charter.~~

Section 10.07. Transition.

~~The City Council shall adopt such ordinances and resolutions as are required to effect the transition from a nine (9) member City Council with two (2) at large elected seats to a seven (7) member City Council with no at large elected seats upon the expiration of their current respective terms. Ordinances adopted within sixty (60) days of the first Council meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures prescribed by law.~~



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 38-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

PROPOSED ORDINANCE NO. 38-22 - CHARTER AMENDMENT QUESTION 3 RELATED TO ARTICLE VI - ELECTIONS.

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 38-22 on second reading:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE VI - ELECTIONS; AMENDING SECTION 6.03- QUALIFICATIONS, ELIGIBILITY, AND FILING FEE; AMENDING SECTION 6.06 - ALTERNATIVE TO QUALIFYING FEE; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Article VIII- Section 8.01(a-g) of the City Charter provide for the establishment of a Charter Review Commission, composition, procedures, rules and compensation, expenses, review and report and process, respectively, outlining that a review of the Charter begin in January of 2022.

In September of 2021, the City Council and the Mayor appointed nine (9) citizens, establishing the Charter Review Commission (CRC).

From January 2022 through June 2022, the CRC met, discussed, and made recommendations for amending the City Charter.

In June of 2022, the City Council held a workshop to discuss the CRC recommendations.

In accordance with Section 8.01(f), the CRC reviewed, on behalf of the citizens of Pensacola, in order to make recommendations on amendments, if any.

In accordance with 8.01(g) the CRC issued a report to City Council providing their recommendations for amendments. The City Council serves as the final decision makers as to whether the proposed amendments are (a) returned to the CRC for further review, (b) revised and included on a ballot, (c)

included on a ballot without change or (d) take other action. The proposed amendments are then placed on the ballot of the 2022 general election to be held on November 8, 2022. The citizens are then asked to either approve or reject the proposed Charter Amendments.

Ballot question no. 3 addresses the following:

Amending Article VI- Elections

Amending Section 6.03 - Qualifications, Eligibility, and filing fee

Amending Section 6.06 - Alternative to Qualifying Fee

PRIOR ACTION:

July 28, 2022 - City Council voted to approve Proposed Ordinance No. 38-22 on first reading.

July 19, 2022 - City Council Special Meeting to determine proposed Charter Amendments to be placed on the November 8, 2022, General Election Ballot

July 11, 2022 - City Council Special Meeting to determine proposed Charter Amendments to be placed on the November 8, 2022, General Election Ballot

June 27, 2022 - City Council Workshop regarding CRC proposed Charter Amendments

January 5, 2022 - June 15, 2022 - CRC held meetings

September 9, 2021 - City Council/Mayor appointed members to the CRC

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ord. No. 38-22
- 2) CRC Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 38-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE VI – ELECTIONS; AMENDING SECTION 6.03 - QUALIFICATIONS, ELIGIBILITY, AND FILING FEE; AMENDING SECTION 6.06 – ALTERNATIVE TO QUALIFYING FEE; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has determined that certain amendments to the City Charter are in order to clarify and update the Charter; and

WHEREAS, pursuant to Section 166.031 Florida Statutes, the City Council is required to submit the Charter Amendments to the electors of the City for approval or rejection.

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

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 8, 2022, to consider and vote for or against the approval of proposed amendments to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 8, 2022.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revisions shall be:

QUESTION

THE CITY OF PENSACOLA – REFERENDUM QUESTION NO. 3

Shall the Charter be amended to reduce filing fees for candidates for offices of Mayor and City Council; reduce the percentage of signatures needed for being placed on a ballot for either the office of Mayor or City Council; and further reduce, during decennial census years, the percentage of signatures needed for candidates for Mayor or City Council to be placed on the ballot?

_____ Yes – For Approval

_____ No – Against Approval

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the Referendum required by the existing City Charter and applicable Florida Law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Article VI of the existing Charter, to wit:

ARTICLE VI– ELECTIONS

Section 6.03. Qualifications, Eligibility, and Filing Fee

(b) *Filing Fee.* Each candidate shall pay to the qualifying officer a filing fee in the amount of ~~three percent (3%)~~ one and one-half percent (1.5%) of the annual salary of the office of Mayor or office of Member of City Council, as well as an election assessment as provided by Florida law.

Section 6.06. Alternative to Qualifying Fee.

(c) *Valid Signatures.* The candidate may begin to seek signatures on a petition supporting his or her candidacy once the requirements of general law are met. Only signatures of City electors shall be counted toward obtaining the minimum number of signatures prescribed in this subsection. Candidates for the office of Mayor under this petition process shall obtain the signatures of a number of qualified electors equal to at least ~~five percent (5%)~~ two and one-half percent (2.5 %) of the total number of

registered electors in the City, as shown by the compilation by the Supervisor of Elections for the most recent general election of the City Council. A candidate for a single- member district position shall obtain the signatures of a number of qualified electors residing in the district for which the candidate seeks election equal to at least ~~five percent (5%)~~ of two and one-half percent (2.5%) of the total number of registered electors in the district, as shown by the same compilation.

For the City election next following each decennial census, the required petition signatures shall be as follows:

(i) Candidates for the office of Mayor under this petition process shall obtain the signatures of a number of registered voters of the City equal to at least ~~two and one-half percent (2.5%)~~ one and one-quarter percent (1.25%) of the population of the City according to the most recent decennial census.

(ii) A candidate for the office of a district City Council Member under this petition process shall obtain the signatures of a number of registered voters residing in the district for which the candidate seeks election equal to at least ~~two and one-half percent (2.5%)~~ one and one-quarter percent (1.25%) of the ideal district population according to the most recent decennial census. For the purposes of this section, the "ideal district population" means the total population of the City based upon the most recent decennial census divided by the number of City Council districts.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect on immediately upon adoption.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

To: Pensacola City Council
From: 2022 Charter Review Commission
Date: June 15, 2022
Re: Charter Review Commission Recommendations

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~~With the exception of the initial transition period pursuant to Section 10.07 below,~~
The City shall have a Mayor-Council form of government. There shall be a City Council, which shall be the governing body of the City with all legislative powers of the City vested therein, consisting of seven (7) Council Members, one (1) to be elected from each of the seven (7) election districts of the City. There shall also be a Mayor who is elected at large and who shall not be a member of the City Council.

Section 3.02. Election and Terms.

The nonpartisan primary and general election of the Council Members and the Mayor shall be held in the manner provided in Article VI of this Charter and the terms of office for Mayor and Council Members shall be four (4) years and will commence on the fourth Tuesday in November after his or her election at 12 o'clock noon.

The base year for elections for Council Members for districts 2, 4, and 6, and the Mayor shall be 2010, and shall be for a four-year term. The base year for elections for Council Members for districts 1, 3, 5, and 7 shall be 2012 and shall be for a four-year term. These base year dates are established only for the purpose of scheduling elections and staggering terms, and do not impact the term limit requirements of Section 3.03. ~~Council Members for districts 1, 3, 5, and 7 elected in 2010 shall serve a two-year term. Terms served by the Mayor or a Council Member immediately preceding the base year dates shall not be counted in applying Section 3.03.~~

Section 3.03. Limitations of Terms for Mayor and Council Members; Effective Date.

(a) **Mayor.** No person shall be elected to serve as Mayor for more than three two consecutive terms. ~~on and after the general election in November 2010.~~

(b) **City Council Members.** No person shall be elected to serve as a Council Member for districts 1, 3, 5, and 7 for more than three consecutive terms. ~~on and after the general election in November 2012. No person shall be elected to serve as a~~

~~Council Member for districts 2, 4, and 6 for more than three consecutive terms on and after the general election in November 2010.~~

ARTICLE IV – MAYOR AND CITY COUNCIL

Section 4.01. Mayor.

(a) ***Powers and Duties.*** The Mayor shall be the Chief Executive Officer of the City, shall exercise the executive powers of the City, and shall be responsible for the administration of all City affairs placed in their charge pursuant to this Charter. The Mayor, who shall serve in a full-time capacity, and shall exemplify good citizenship and exhibit a cooperative spirit, shall have the following powers and duties:

(1) ~~To exercise the executive powers of the City and~~ To supervise all departments, including, but not limited to, the power to appoint, discipline, and remove all officers and employees, unless otherwise provided in this Charter.

(4) To appoint a City Administrator, who shall serve at the pleasure of the Mayor, and who shall have the power to appoint and remove all officers and employees not otherwise provided for in this Charter.

(8) To suspend, discipline, or remove a department head with or without cause. ~~and without the consent of City Council Members, unless otherwise provided for in this Charter.~~ Such department head may appeal any such action to the City Council who may overturn the action by an affirmative vote of a majority plus one (1) of the City Council Members.

(11) To attend, or designate a representative to attend, all meetings of the City Council with authority to participate in discussions, but without the power to vote.

(16) To cooperate with and in no way obstruct an inquiry into the conduct or dealings of any municipal office, department, agency or officer as permitted under 4.02(a)(3).

Section 4.02. City Council.

(a) ***Powers and Duties.*** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. All powers of the City shall be vested in the City Council, except as otherwise provided by law or this Charter, including but not limited to ~~The City Council shall have the following powers and duties:~~

(2) To adopt the annual budget and all other appropriations necessary for efficient City government. Any modification of specific appropriations in the budget by greater than an amount set by ordinance, including but not limited to reallocating greater than

said amount between departments, shall require consent of the City Council by an affirmative vote of a majority of City Council Members.

(6) 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: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of ~~him~~ them by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, Mayor, the several departments, officers, and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) Executive Assistant. The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (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. Such positions shall be subject to termination by a majority vote of the City Council.

(a) Vacancies.

(1) If a vacancy on the Council is caused by death, resignation, refusal of any Council Member to serve, removal of any Council Member, the moving of a Council Member from the district from which the Council Member is elected, or for any other reason, the vacancy

shall be filled for the unexpired term of the vacated seat by a majority vote of the remaining Council Members, and such vacancies shall be filled within thirty (30) business days after the vacancy occurs. The appointed Council Member shall serve the unexpired term of the previous Council Member unless the unexpired term of the previous Council Member is twenty-eight (28) months or longer. If the unexpired term

is twenty-eight (28) months or longer, a person shall be elected at the next general election to fill the unexpired portion of such term.

(2) The Council Member appointed by the Council must meet the qualifications for office as set forth in 6.03 of this Charter at the time of appointment. The Council Member appointed by the Council may seek election to the Council position at the next election.

Section 4.03. City Council Procedures.

- (a) **Meetings.** The City Council shall meet ~~regularly~~ at least once every month at such times and places as the City Council may prescribe. Special meetings may be held on the call of the City Council president or the Mayor or at the request of three (3) of the City Council Members to the City Clerk and, whenever practicable, upon no less than ~~twelve (12)~~ seventy-two (72) hours notice to each Council Member and the public, or such shorter time as the City Council president, Mayor, or three (3) City Council Members deems necessary in the event of an emergency.

ARTICLE V – APPOINTED CITY POSITIONS

Section 5.01. City Clerk.

There shall be a City Clerk who shall be appointed by the Mayor with the consent of the City Council by an affirmative vote of a majority of Council Members, and whose duties and responsibilities are as provided for by this Charter. Although an appointee of the Mayor, the Clerk shall serve the entire City government. The Clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the City Council and shall carry out such additional duties as may be required by the Council or the Mayor. The City Clerk may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Clerk, Assistant City Clerk or administrative staff hired and supervised by the City Clerk. It is the intent of this section that the Deputy City Clerk, all Assistant City Clerks, and all administrative personnel under the supervision of the City Clerk perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

Section 5.03. City Attorney.

The City Attorney shall serve as the chief legal adviser to, and shall represent, elected or appointed officials, boards and commissions, and employees in the course and scope of their official duties or employment, respectively. The City Attorney shall represent the City

in legal proceedings and shall perform any other duties prescribed by State law, by this Charter, or by ordinance or resolution. The Mayor shall appoint the City Attorney, with the consent of the City Council by an affirmative vote of a majority of City Council Members. The City Attorney may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Attorney, Assistant City Attorney or administrative staff hired and supervised by the City Attorney. It is the intent of this section that the Deputy City Attorney, all Assistant City Attorneys, and all administrative personnel under the supervision of the City Attorney perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

ARTICLE VI -- ELECTIONS

ARTICLE VII – RECALL, INITIATIVE, AND REFERENDUM

Section 7.02. Power of Initiative.

City electors shall have the power to propose ordinances to the City Council. If the City Council fails to adopt an ordinance so proposed without any change in substance, the electors have the power to adopt or reject the proposed ordinance at a City election. The electors are not empowered to propose ordinances that extend to providing an annual budget, levying taxes, or setting salaries of City officers or employees, expending LOST funds, or compelling government speech in a particular manner.

Section 7.03. Power of Referendum.

No later than ~~Within~~ sixty (60) days following the effective date of a measure passed by City Council, City electors shall have the power to require reconsideration by the City Council of any measure passed by City Council. If the City Council fails to repeal a measure so reconsidered, the electors shall have the power to ~~approve~~ adopt or reject the reconsidered measure by petition as specified in Section 7.05 following. ~~at a City election.~~ The electors are not empowered to reconsider measures that extend to providing an annual budget, levying taxes, ~~or~~ setting salaries of City officers or employees, the expenditure of LOST funds, or government speech.

Section 7.04. Commencement of Proceedings.

Within sixty (60) days of a measure passed by City Council either adopting or rejecting the proposed ordinance or adopting or rejecting the proposed repeal of a measure, ~~A~~ any ten (10) electors may commence initiative or referendum proceedings by filing with the City

Clerk an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form. The affidavit shall further provide their names and addresses, specify the mailing address for notices to be sent to the committee, and fully set forth the proposed initiative or identify the measure sought to be reconsidered. Promptly after the petitioners' committee's affidavit is filed, the City Clerk, at the committee's request, shall issue the appropriate petition forms to the committee at the committee's expense.

Section 7.05. Initiative or Referendum Petitions.

(c)Statement of Circulator. When filed, petitions shall have attached an affidavit statement executed and sworn by a member of the petitioner's committee that ~~by the circulator or circulators of the petitions that~~ he, she, or they personally circulated the petitions. The statement shall further state the number of signed petitions submitted and that the ~~circulator~~ petitioner's committee believes them to be the genuine signatures of the persons whose names they purport to be.

(d) Filing Deadline. All initiative and referendum petitions must be filed with the City Clerk within sixty (60) days of the commencement date of the initiative or referendum proceedings as specified in Section 7.04 above. The City Clerk shall submit the petitions to the Supervisor of Elections within three (3) business days of receipt of the petitions.

Section 7.06. Verification of Petitions.

The petitioner's committee shall submit with the petitions ~~the completed petitions to the Escambia County Supervisor of Elections for verification as to the number of registered electors whose valid signatures appear thereon, along with~~ any fee required by general law. The Supervisor of Elections shall make a good faith effort to verify the signatures within ten (10) days of receipt of the petitions. The Supervisor of Elections shall record the date each form is received by the Supervisor of Elections, and the date the signature on the form is verified as valid. The Supervisor of Elections may verify that the signature on a form is valid only if (i) the form contains the original signature of the elector; (ii) the elector has accurately recorded on the form the date on which he or she signed the form; (iii) the form accurately sets forth the elector's name and address; and (iv) the elector is, at the time he or she signs the form, a duly qualified and registered elector of the City.

ARTICLE VIII – CHARTER REVIEW AND CHARTER AMENDMENTS

Section. 8.01. Charter Review Commission.

(a) Charter Review Commission Established. During the month of January 2022 2031 and every ten (10) years thereafter, there shall be established a Charter Review

Commission ("CRC"); provided, however, that the City Council shall have the power to establish a CRC more often in the event it so chooses.

(b) **Composition.** Every ten (10) years, the Mayor and City Council shall appoint nine members to the CRC. The Mayor shall appoint two (2) members and each Council Member shall appoint one member residing in their Council District. The CRC shall be composed of nine members, with at least one (1) member from each of the seven (7) Council districts of the City and no more than two (2) members coming from any one Council District. No members of the CRC shall be elected officials. Each member of the CRC shall be a City resident and elector. Vacancies shall be filled within 30 days in the same manner as the original appointments.

(c) **Procedures.** The CRC shall meet prior to the third week in January 2022 2031, and every ten (10) years thereafter, for the purposes of organization. The CRC shall elect a Chair and Vice Chair from among its membership. Further meetings of the CRC shall be held upon the call of the Chair or any three members of the CRC. All meetings shall be open to the public. A majority of the members of the CRC shall constitute a quorum.

Section 8.02. Charter Amendments.

(b) **Initiation by Petition.** The electors of the City may propose amendments to this Charter by petition. Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter. Initiative petitions must be signed by City electors equal to at least ten percent (10%) of the total number of registered electors in the City, as shown by the compilation by the Supervisor of Elections for the most recent general election of the City Council. The City Council shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the City or at a special election called for such purpose.

ARTICLE IX -- MISCELLANEOUS

No amendments recommended

ARTICLE X – SCHEDULE

Section 10.06. Existing Rights, Obligations, Duties and Relationships.

~~(d) **Commencement of Terms for Year 2010 Elections.** The terms for the Council Members and Mayor elected in the 2010 general election shall commence at noon on the second Monday of January 2011 as provided for in the former City Charter, or on such earlier date as the office becomes vacant after the 2010 general election. This provision shall be effective solely for the purposes of transition from the former City Charter to Section 3.02 of this Charter.~~

Section 10.07. Transition.

~~The City Council shall adopt such ordinances and resolutions as are required to effect the transition from a nine (9) member City Council with two (2) at large elected seats to a seven (7) member City Council with no at large elected seats upon the expiration of their current respective terms. Ordinances adopted within sixty (60) days of the first Council meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures prescribed by law.~~



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 39-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

PROPOSED ORDINANCE NO. 39-22 - CHARTER AMENDMENT QUESTION 4 RELATED TO ARTICLE IV - MAYOR AND CITY COUNCIL

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 39-22 on second reading:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE IV - MAYOR AND CITY COUNCIL; AMENDING SECTION 4.02(C) - COMPENSATION; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Article VIII- Section 8.01(a-g) of the City Charter provide for the establishment of a Charter Review Commission, composition, procedures, rules and compensation, expenses, review and report and process, respectively, outlining that a review of the Charter begin in January of 2022.

In September of 2021, the City Council and the Mayor appointed nine (9) citizens, establishing the Charter Review Commission (CRC).

From January 2022 through June 2022, the CRC met, discussed, and made recommendations for amending the City Charter.

In June of 2022, the City Council held a workshop to discuss the CRC recommendations.

In accordance with Section 8.01(f), the CRC reviewed, on behalf of the citizens of Pensacola, in order to make recommendations on amendments, if any.

In accordance with 8.01(g) the CRC issued a report to City Council providing their recommendations for amendments. The City Council serves as the final decision makers as to whether the proposed amendments are (a) returned to the CRC for further review, (b) revised and included on a ballot, (c) included on a ballot without change or (d) take other action. The proposed amendments are then

placed on the ballot of the 2022 general election to be held on November 8, 2022. The citizens are then asked to either approve or reject the proposed Charter Amendments.

Ballot question no. 4 addresses the following:

Amending Article IV - Mayor and City Council
Amending Section 4.02(c) - Compensation

PRIOR ACTION:

July 28, 2022 - City Council voted to approve Proposed Ordinance No. 39-22 on first reading.

July 19, 2022 - City Council Special Meeting to determine proposed Charter Amendments to be placed on the November 8, 2022, General Election Ballot

July 11, 2022 - City Council Special Meeting to determine proposed Charter Amendments to be placed on the November 8, 2022, General Election Ballot

June 27, 2022 - City Council Workshop regarding CRC proposed Charter Amendments

January 5, 2022 - June 15, 2022 - CRC held meetings

September 9, 2021 - City Council / Mayor appointed members to the CRC

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ord. No. 39-22
- 2) CRC Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 39-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE IV – MAYOR AND CITY COUNCIL; AMENDING SECTION 4.02(C) – COMPENSATION; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has determined that certain amendments to the City Charter are in order to clarify and update the Charter; and

WHEREAS, pursuant to Section 166.031 Florida Statutes, the City Council is required to submit the Charter Amendments to the electors of the City for approval or rejection; and

WHEREAS, the Council has determined that a fair and objective method for setting the annual salaries of Council Members is to use the formula methodology utilized by the Florida Legislature's Office of Economic and Demographic Research (OEDR) for School Board Members; and

WHEREAS, the OEDR formula may vary upwardly or downwardly on an annual basis depending on fluctuation in population and other factors built into the formula; and

WHEREAS, the formula for School Board Members, taking into account the current population of the City of Pensacola and other components of the formula, when applied in 2022 results in an annual salary of \$31,807.89 which could be lesser or greater in November 2024.

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

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 8, 2022, to consider and vote for or against the approval of proposed amendments to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 8, 2022.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revisions shall be:

QUESTION

THE CITY OF PENSACOLA – REFERENDUM QUESTION NO. 4

Shall the Charter be amended to provide that the annual salary of members of City Council be set each year by a formula derived from Florida Legislature’s Office of Economic and Demographic Research, beginning in 2024 and continuing thereafter for each fiscal year that a member is in office?

_____ **Yes – For Approval**

_____ **No – Against Approval**

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the Referendum required by the existing City Charter and applicable Florida Law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Article IV of the existing Charter, to wit:

ARTICLE IV – MAYOR AND CITY COUNCIL

Section 4.02. City Council

(c) **Compensation.** ~~The salary compensation of Council Members shall be set by ordinance—shall be established on an annual basis using the Florida Legislature’s Office of Economic and Demographic Research formula on an annual basis for School Board Members, which shall take effect for all Council Members assuming office following the next Council election following the 2024 General Election.~~

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect on immediately upon adoption.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

To: Pensacola City Council
From: 2022 Charter Review Commission
Date: June 15, 2022
Re: Charter Review Commission Recommendations

Madam President and Members of City Council

On September 9, 2021, City Council and the Mayor appointed members to the Charter Review Commission (CRC), those appointed members were:

Samuel Horton Sr. – Chair

Clorissti Berine Shoemo – Vice Chair

Antonio Bruni

Chris Schwier

Jack Zoesch

David Alexander III

Lester Smith

John Trawick

Thomas Williams – Mr. Williams (Judge Williams) was appointed to the Judicial Bench forcing his withdrawal from the Commission

Mike Wiggins – was selected to replace Mr. Williams

The CRC began meeting on January 5, 2022, followed by meetings on:

February 9, 2022

February 23, 2022

March 9, 2022

March 23, 2022

April 6, 2022

April 20, 2022

May 4, 2022

May 18, 2022

June 1, 2022

June 15, 2022

During that time the CRC heard from a representative from the Florida League of Cities, prior City Attorney Susan Woolf, at least one Council Member, a former Council Member, the Mayor, citizens as well as conducting information gathering from city staff members. City Attorney Charlie Peppler was chosen by the CRC as their legal representation.

Over the course of these eleven (11) meetings, the CRC discussed the Charter, discussed recommendations, some of which were approved by a majority of the CRC members, some of which were rejected. This report will outline those recommendations that were approved (in detail).

These recommendations will be shown by Charter Section, along with proposed language additions or deletions.

RECOMMENDATIONS

PREAMBLE

No amendments recommended

ARTICLE I – GENERAL POWERS OF THE CITY

Section 1.01. General Powers and Corporate Existence.

The City of Pensacola ("City"), located in Escambia County, Florida, shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law or this charter.

Section 1.04 Public Utilities

The City shall not renew or enter into a new franchise agreement, contract, lease, purchase agreement or memorandum of understanding for provision of utility services without securing a study on the feasibility of municipalizing that utility as well as securing a full and independent audit of the prior agreement by a certified public accountant or firm of such accountants who have no direct or indirect interest in the fiscal affairs of the City or any of its officers or elected officials. For municipalized utilities, the City shall secure a study on the feasibility of privatizing that utility no less than once every 30 years. The City shall not create or dispose of any public utility without referendum.

Section 1.05. Computation of Time.

In computing any period of time prescribed or allowed by this charter, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a

Saturday, Sunday or City observed holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or City observed holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and City observed holidays shall be excluded in the computation.

ARTICLE II – CORPORATE BOUNDARIES

No amendments recommended

ARTICLE III – ELECTED CITY POSITIONS

Section 3.01. Form of Government.

~~With the exception of the initial transition period pursuant to Section 10.07 below,~~
The City shall have a Mayor-Council form of government. There shall be a City Council, which shall be the governing body of the City with all legislative powers of the City vested therein, consisting of seven (7) Council Members, one (1) to be elected from each of the seven (7) election districts of the City. There shall also be a Mayor who is elected at large and who shall not be a member of the City Council.

Section 3.02. Election and Terms.

The nonpartisan primary and general election of the Council Members and the Mayor shall be held in the manner provided in Article VI of this Charter and the terms of office for Mayor and Council Members shall be four (4) years and will commence on the fourth Tuesday in November after his or her election at 12 o'clock noon.

The base year for elections for Council Members for districts 2, 4, and 6, and the Mayor shall be 2010, and shall be for a four-year term. The base year for elections for Council Members for districts 1, 3, 5, and 7 shall be 2012 and shall be for a four-year term. These base year dates are established only for the purpose of scheduling elections and staggering terms, and do not impact the term limit requirements of Section 3.03. ~~Council Members for districts 1, 3, 5, and 7 elected in 2010 shall serve a two-year term. Terms served by the Mayor or a Council Member immediately preceding the base year dates shall not be counted in applying Section 3.03.~~

Section 3.03. Limitations of Terms for Mayor and Council Members; Effective Date.

(a) **Mayor.** No person shall be elected to serve as Mayor for more than three two consecutive terms. ~~on and after the general election in November 2010.~~

(b) **City Council Members.** No person shall be elected to serve as a Council Member for districts 1, 3, 5, and 7 for more than three consecutive terms. ~~on and after the general election in November 2012. No person shall be elected to serve as a~~

~~Council Member for districts 2, 4, and 6 for more than three consecutive terms on and after the general election in November 2010.~~

ARTICLE IV – MAYOR AND CITY COUNCIL

Section 4.01. Mayor.

(a) ***Powers and Duties.*** The Mayor shall be the Chief Executive Officer of the City, shall exercise the executive powers of the City, and shall be responsible for the administration of all City affairs placed in their charge pursuant to this Charter. The Mayor, who shall serve in a full-time capacity, and shall exemplify good citizenship and exhibit a cooperative spirit, shall have the following powers and duties:

(1) ~~To exercise the executive powers of the City and~~ To supervise all departments, including, but not limited to, the power to appoint, discipline, and remove all officers and employees, unless otherwise provided in this Charter.

(4) To appoint a City Administrator, who shall serve at the pleasure of the Mayor, and who shall have the power to appoint and remove all officers and employees not otherwise provided for in this Charter.

(8) To suspend, discipline, or remove a department head with or without cause. ~~and without the consent of City Council Members, unless otherwise provided for in this Charter.~~ Such department head may appeal any such action to the City Council who may overturn the action by an affirmative vote of a majority plus one (1) of the City Council Members.

(11) To attend, or designate a representative to attend, all meetings of the City Council with authority to participate in discussions, but without the power to vote.

(16) To cooperate with and in no way obstruct an inquiry into the conduct or dealings of any municipal office, department, agency or officer as permitted under 4.02(a)(3).

Section 4.02. City Council.

(a) ***Powers and Duties.*** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. All powers of the City shall be vested in the City Council, except as otherwise provided by law or this Charter, including but not limited to ~~The City Council shall have the following powers and duties:~~

(2) To adopt the annual budget and all other appropriations necessary for efficient City government. Any modification of specific appropriations in the budget by greater than an amount set by ordinance, including but not limited to reallocating greater than

said amount between departments, shall require consent of the City Council by an affirmative vote of a majority of City Council Members.

(6) 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: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of ~~him~~ them by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, Mayor, the several departments, officers, and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) Executive Assistant. The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (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. Such positions shall be subject to termination by a majority vote of the City Council.

(a) Vacancies.

(1) If a vacancy on the Council is caused by death, resignation, refusal of any Council Member to serve, removal of any Council Member, the moving of a Council Member from the district from which the Council Member is elected, or for any other reason, the vacancy

shall be filled for the unexpired term of the vacated seat by a majority vote of the remaining Council Members, and such vacancies shall be filled within thirty (30) business days after the vacancy occurs. The appointed Council Member shall serve the unexpired term of the previous Council Member unless the unexpired term of the previous Council Member is twenty-eight (28) months or longer. If the unexpired term

is twenty-eight (28) months or longer, a person shall be elected at the next general election to fill the unexpired portion of such term.

(2) The Council Member appointed by the Council must meet the qualifications for office as set forth in 6.03 of this Charter at the time of appointment. The Council Member appointed by the Council may seek election to the Council position at the next election.

Section 4.03. City Council Procedures.

- (a) **Meetings.** The City Council shall meet ~~regularly~~ at least once every month at such times and places as the City Council may prescribe. Special meetings may be held on the call of the City Council president or the Mayor or at the request of three (3) of the City Council Members to the City Clerk and, whenever practicable, upon no less than ~~twelve (12)~~ seventy-two (72) hours notice to each Council Member and the public, or such shorter time as the City Council president, Mayor, or three (3) City Council Members deems necessary in the event of an emergency.

ARTICLE V – APPOINTED CITY POSITIONS

Section 5.01. City Clerk.

There shall be a City Clerk who shall be appointed by the Mayor with the consent of the City Council by an affirmative vote of a majority of Council Members, and whose duties and responsibilities are as provided for by this Charter. Although an appointee of the Mayor, the Clerk shall serve the entire City government. The Clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the City Council and shall carry out such additional duties as may be required by the Council or the Mayor. The City Clerk may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Clerk, Assistant City Clerk or administrative staff hired and supervised by the City Clerk. It is the intent of this section that the Deputy City Clerk, all Assistant City Clerks, and all administrative personnel under the supervision of the City Clerk perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

Section 5.03. City Attorney.

The City Attorney shall serve as the chief legal adviser to, and shall represent, elected or appointed officials, boards and commissions, and employees in the course and scope of their official duties or employment, respectively. The City Attorney shall represent the City

in legal proceedings and shall perform any other duties prescribed by State law, by this Charter, or by ordinance or resolution. The Mayor shall appoint the City Attorney, with the consent of the City Council by an affirmative vote of a majority of City Council Members. The City Attorney may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Attorney, Assistant City Attorney or administrative staff hired and supervised by the City Attorney. It is the intent of this section that the Deputy City Attorney, all Assistant City Attorneys, and all administrative personnel under the supervision of the City Attorney perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

ARTICLE VI -- ELECTIONS

ARTICLE VII – RECALL, INITIATIVE, AND REFERENDUM

Section 7.02. Power of Initiative.

City electors shall have the power to propose ordinances to the City Council. If the City Council fails to adopt an ordinance so proposed without any change in substance, the electors have the power to adopt or reject the proposed ordinance at a City election. The electors are not empowered to propose ordinances that extend to providing an annual budget, levying taxes, or setting salaries of City officers or employees, expending LOST funds, or compelling government speech in a particular manner.

Section 7.03. Power of Referendum.

No later than ~~Within~~ sixty (60) days following the effective date of a measure passed by City Council, City electors shall have the power to require reconsideration by the City Council of any measure passed by City Council. If the City Council fails to repeal a measure so reconsidered, the electors shall have the power to ~~approve~~ adopt or reject the reconsidered measure by petition as specified in Section 7.05 following. ~~at a City election.~~ The electors are not empowered to reconsider measures that extend to providing an annual budget, levying taxes, ~~or~~ setting salaries of City officers or employees, the expenditure of LOST funds, or government speech.

Section 7.04. Commencement of Proceedings.

Within sixty (60) days of a measure passed by City Council either adopting or rejecting the proposed ordinance or adopting or rejecting the proposed repeal of a measure, ~~A~~ any ten (10) electors may commence initiative or referendum proceedings by filing with the City

Clerk an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form. The affidavit shall further provide their names and addresses, specify the mailing address for notices to be sent to the committee, and fully set forth the proposed initiative or identify the measure sought to be reconsidered. Promptly after the petitioners' committee's affidavit is filed, the City Clerk, at the committee's request, shall issue the appropriate petition forms to the committee at the committee's expense.

Section 7.05. Initiative or Referendum Petitions.

(c)Statement of Circulator. When filed, petitions shall have attached an affidavit statement-executed and sworn by a member of the petitioner's committee that ~~by the circulator or circulators of the petitions that~~ he, she, or they personally circulated the petitions. The statement shall further state the number of signed petitions submitted and that the ~~circulator~~ petitioner's committee believes them to be the genuine signatures of the persons whose names they purport to be.

(d) Filing Deadline. All initiative and referendum petitions must be filed with the City Clerk within sixty (60) days of the commencement date of the initiative or referendum proceedings as specified in Section 7.04 above. The City Clerk shall submit the petitions to the Supervisor of Elections within three (3) business days of receipt of the petitions.

Section 7.06. Verification of Petitions.

The petitioner's committee shall submit with the petitions ~~the completed petitions to the Escambia County Supervisor of Elections for verification as to the number of registered electors whose valid signatures appear thereon, along with~~ any fee required by general law. The Supervisor of Elections shall make a good faith effort to verify the signatures within ten (10) days of receipt of the petitions. The Supervisor of Elections shall record the date each form is received by the Supervisor of Elections, and the date the signature on the form is verified as valid. The Supervisor of Elections may verify that the signature on a form is valid only if (i) the form contains the original signature of the elector; (ii) the elector has accurately recorded on the form the date on which he or she signed the form; (iii) the form accurately sets forth the elector's name and address; and (iv) the elector is, at the time he or she signs the form, a duly qualified and registered elector of the City.

ARTICLE VIII – CHARTER REVIEW AND CHARTER AMENDMENTS

Section. 8.01. Charter Review Commission.

(a) Charter Review Commission Established. During the month of January 2022 2031 and every ten (10) years thereafter, there shall be established a Charter Review

Commission ("CRC"); provided, however, that the City Council shall have the power to establish a CRC more often in the event it so chooses.

(b) **Composition.** Every ten (10) years, the Mayor and City Council shall appoint nine members to the CRC. The Mayor shall appoint two (2) members and each Council Member shall appoint one member residing in their Council District. The CRC shall be composed of nine members, with at least one (1) member from each of the seven (7) Council districts of the City and no more than two (2) members coming from any one Council District. No members of the CRC shall be elected officials. Each member of the CRC shall be a City resident and elector. Vacancies shall be filled within 30 days in the same manner as the original appointments.

(c) **Procedures.** The CRC shall meet prior to the third week in January 2022 2031, and every ten (10) years thereafter, for the purposes of organization. The CRC shall elect a Chair and Vice Chair from among its membership. Further meetings of the CRC shall be held upon the call of the Chair or any three members of the CRC. All meetings shall be open to the public. A majority of the members of the CRC shall constitute a quorum.

Section 8.02. Charter Amendments.

(b) **Initiation by Petition.** The electors of the City may propose amendments to this Charter by petition. Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter. Initiative petitions must be signed by City electors equal to at least ten percent (10%) of the total number of registered electors in the City, as shown by the compilation by the Supervisor of Elections for the most recent general election of the City Council. The City Council shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the City or at a special election called for such purpose.

ARTICLE IX -- MISCELLANEOUS

No amendments recommended

ARTICLE X – SCHEDULE

Section 10.06. Existing Rights, Obligations, Duties and Relationships.

~~(d) **Commencement of Terms for Year 2010 Elections.** The terms for the Council Members and Mayor elected in the 2010 general election shall commence at noon on the second Monday of January 2011 as provided for in the former City Charter, or on such earlier date as the office becomes vacant after the 2010 general election. This provision shall be effective solely for the purposes of transition from the former City Charter to Section 3.02 of this Charter.~~

Section 10.07. Transition.

~~The City Council shall adopt such ordinances and resolutions as are required to effect the transition from a nine (9) member City Council with two (2) at large elected seats to a seven (7) member City Council with no at large elected seats upon the expiration of their current respective terms. Ordinances adopted within sixty (60) days of the first Council meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures prescribed by law.~~



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 40-22

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

PROPOSED ORDINANCE NO. 40-22 - CHARTER AMENDMENT QUESTION 5 RELATED TO ARTICLE VII - RECALL, INITIATIVE, AND REFERENDUM

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 40-22 on second reading:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE VII - RECALL, INITIATIVE, AND REFERENDUM; AMENDING SECTION 7.02 - POWER OF INITIATIVE; AMENDING SECTION 7.03 - POWER OF REFERENDUM; AMENDING SECTION 7.04 - COMMENCEMENT OF PROCEEDINGS; AMENDING SECTION 7.05 - INITIATIVE OR REFERENDUM PETITIONS; AMENDING SECTION 7.06 - VERIFICATION OF PETITIONS; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Article VIII- Section 8.01(a-g) of the City Charter provide for the establishment of a Charter Review Commission, composition, procedures, rules and compensation, expenses, review and report and process, respectively, outlining that a review of the Charter begin in January of 2022.

In September of 2021, the City Council and the Mayor appointed nine (9) citizens, establishing the Charter Review Commission (CRC).

From January 2022 through June 2022, the CRC met, discussed, and made recommendations for amending the City Charter.

In June of 2022, the City Council held a workshop to discuss the CRC recommendations.

In accordance with Section 8.01(f), the CRC reviewed, on behalf of the citizens of Pensacola, in order to make recommendations on amendments, if any.

In accordance with 8.01(g) the CRC issued a report to City Council providing their recommendations

for amendments. The City Council serves as the final decision makers as to whether the proposed amendments are (a) returned to the CRC for further review, (b) revised and included on a ballot, (c) included on a ballot without change or (d) take other action. The proposed amendments are then placed on the 2022 ballot of the general election to be held on November 8, 2022. The citizens are then asked to either approve or reject the proposed Charter Amendments.

Ballot question no. 5 addresses the following:

Amending Article VII

Amending Section 7.02 - Power of Initiative

Amending Section 7.03 - Power of Referendum

Amending Section 7.04 -- Commencement of Proceedings

Amending Section 7.05 - Initiative or Referendum Petitions

Amending Section 7.06 - Verification of Petitions

PRIOR ACTION:

July 28, 2022 - City Council voted to approve Proposed Ordinance No. 40-22 on first reading.

July 19, 2022 - City Council Special Meeting to determine proposed Charter Amendments to be placed on the November 8, 2022, General Election Ballot

July 11, 2022 - City Council Special Meeting to determine proposed Charter Amendments to be placed on the November 8, 2022, General Election Ballot

June 27, 2022 - City Council Workshop regarding CRC proposed Charter Amendments

January 5, 2022 - June 15, 2022 - CRC held meetings

September 9, 2021 - City Council / Mayor appointed members to the CRC

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ord. No. 40-22

2) CRC Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 40-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER FOR THE CITY OF PENSACOLA, FLORIDA; AMENDING ARTICLE VII – RECALL, INITIATIVE, AND REFERENDUM; AMENDING SECTION 7.02 – POWER OF INITIATIVE; AMENDING SECTION 7.03 – POWER OF REFERENDUM; AMENDING SECTION 7.04 – COMMENCEMENT OF PROCEEDINGS; AMENDING SECTION 7.05 – INITIATIVE OR REFERENDUM PETITIONS; AMENDING SECTION 7.06 – VERIFICATION OF PETITIONS; PROVIDING FOR A REFERENDUM THEREON; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has determined that certain amendments to the City Charter are in order to clarify and update the Charter; and

WHEREAS, pursuant to Section 166.031 Florida Statutes, the City Council is required to submit the Charter Amendments to the electors of the City for approval or rejection.

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

SECTION 1. The City Council calls for the holding of a referendum of the electors of the City of Pensacola on November 8, 2022, to consider and vote for or against the approval of proposed amendments to the City Charter.

SECTION 2. The Supervisor of Elections of Escambia County is hereby appointed as the clerk of a municipal election to be held on November 8, 2022.

SECTION 3. The City of Pensacola shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the referendum on the proposed City Charter revision.

SECTION 4. The language to appear on the ballot of the referendum on the proposed City Charter revisions shall be:

QUESTION

THE CITY OF PENSACOLA – REFERENDUM QUESTION NO. 5

Shall the Charter be amended to add a further exception to the powers of initiative for ordinances and of referendum for any measures passed by the City Council regarding the compelling of government speech in a particular manner; and to clarify the timing of and procedures for petitioning for initiative and referendum?

_____ Yes – For Approval

_____ No – Against Approval

SECTION 5. The appropriate officials of the City shall cause to be published in a newspaper of general circulation of the City the notices of the Referendum required by the existing City Charter and applicable Florida Law.

SECTION 6. In the event the foregoing proposal is approved by a majority of the electors voting on the proposal, the following provision of the Charter for the City of Pensacola shall be added to Article IV of the existing Charter, to wit:

ARTICLE VII – RECALL, INITIATIVE AND REFERENDUM

Section 7.02. Power of Initiative.

City electors shall have the power to propose ordinances to the City Council. If the City Council fails to adopt an ordinance so proposed without any change in substance, the electors have the power to adopt or reject the proposed ordinance at a City election. The electors are not empowered to propose ordinances that extend to providing an annual budget, levying taxes, setting salaries of City officers or employees, or compelling government speech in a particular manner.

Section 7.03. Power of Referendum.

No later than ~~Within~~ sixty (60) days following the effective date of a measure passed by City Council, City electors shall have the power to require reconsideration

by the City Council of any measure passed by City Council. If the City Council fails to repeal a measure so reconsidered, the electors shall have the power to approve adopt or reject the reconsidered measure by petition as specified in Section 7.05 following at a City election. The electors are not empowered to reconsider measures that extend to providing an annual budget, levying taxes, or- setting salaries of City officers or employees, or compelling government speech in a particular manner.

Section 7.04. Commencement of Proceedings.

Within sixty (60) days of a measure passed by City Council either adopting or rejecting the proposed ordinance or adopting or rejecting the proposed repeal of a measure, A any ten (10) electors may commence initiative or referendum proceedings by filing with the City Clerk an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form. The affidavit shall further provide their names and addresses, specify the mailing address for notices to be sent to the committee, and fully set forth the proposed initiative or identify the measure sought to be reconsidered. Promptly after the petitioners' committee's affidavit is filed, the City Clerk, at the committee's request, shall issue the appropriate petition forms to the committee at the committee's expense.

Section 7.05. Initiative or Referendum Petitions.

(a) **Number and Signatures.** Initiative and referendum petitions must be signed by City electors equal to at least ten percent (10%) of the total number of registered electors in the City, as shown by the compilation by the Supervisor of Elections for the most recent general election of the City Council.

(b) **Form and Content.** All petition papers shall be uniform in size and style and shall be printed on separate cards or individual sheets of paper. Adequate space must be provided for the voter's name, address, signature, and date of signature. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.

(c) **Statement of Circulator.** When filed, petitions shall have attached an affidavit statement executed and sworn by a member of the petitioner's committee that by the circulator or circulators of the petitions that he, she, or they personally circulated the petitions. The statement shall further state the number of signed petitions submitted and that the circulator petitioner's committee believes them to be the genuine signatures of the persons whose names they purport to be.

(d) **Filing Deadline.** All initiative and referendum petitions must be filed with the City Clerk within sixty (60) days of the commencement date of the initiative or referendum proceedings as specified in Section 7.04 above. The City Clerk shall submit the petitions to the Supervisor of Elections within three (3) ~~business~~ days of receipt of the petitions.

Section 7.06. Verification of Petitions.

The petitioner's committee shall submit with the petitions ~~the completed petitions to the Escambia County Supervisor of Elections for verification as to the number of registered electors whose valid signatures appear thereon, along with any fee required by general law.~~ The Supervisor of Elections shall make a good faith effort to verify the signatures within ten (10) days of receipt of the petitions. The Supervisor of Elections shall record the date each form is received by the Supervisor of Elections, and the date the signature on the form is verified as valid. The Supervisor of Elections may verify that the signature on a form is valid only if (i) the form contains the original signature of the elector; (ii) the elector has accurately recorded on the form the date on which he or she signed the form; (iii) the form accurately sets forth the elector's name and address; and (iv) the elector is, at the time he or she signs the form, a duly qualified and registered elector of the City.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect on immediately upon adoption.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

To: Pensacola City Council
From: 2022 Charter Review Commission
Date: June 15, 2022
Re: Charter Review Commission Recommendations

Madam President and Members of City Council

On September 9, 2021, City Council and the Mayor appointed members to the Charter Review Commission (CRC), those appointed members were:

Samuel Horton Sr. – Chair

Clorissti Berine Shoemo – Vice Chair

Antonio Bruni

Chris Schwier

Jack Zoesch

David Alexander III

Lester Smith

John Trawick

Thomas Williams – Mr. Williams (Judge Williams) was appointed to the Judicial Bench forcing his withdrawal from the Commission

Mike Wiggins – was selected to replace Mr. Williams

The CRC began meeting on January 5, 2022, followed by meetings on:

February 9, 2022

February 23, 2022

March 9, 2022

March 23, 2022

April 6, 2022

April 20, 2022

May 4, 2022

May 18, 2022

June 1, 2022

June 15, 2022

During that time the CRC heard from a representative from the Florida League of Cities, prior City Attorney Susan Woolf, at least one Council Member, a former Council Member, the Mayor, citizens as well as conducting information gathering from city staff members. City Attorney Charlie Peppler was chosen by the CRC as their legal representation.

Over the course of these eleven (11) meetings, the CRC discussed the Charter, discussed recommendations, some of which were approved by a majority of the CRC members, some of which were rejected. This report will outline those recommendations that were approved (in detail).

These recommendations will be shown by Charter Section, along with proposed language additions or deletions.

RECOMMENDATIONS

PREAMBLE

No amendments recommended

ARTICLE I – GENERAL POWERS OF THE CITY

Section 1.01. General Powers and Corporate Existence.

The City of Pensacola ("City"), located in Escambia County, Florida, shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law or this charter.

Section 1.04 Public Utilities

The City shall not renew or enter into a new franchise agreement, contract, lease, purchase agreement or memorandum of understanding for provision of utility services without securing a study on the feasibility of municipalizing that utility as well as securing a full and independent audit of the prior agreement by a certified public accountant or firm of such accountants who have no direct or indirect interest in the fiscal affairs of the City or any of its officers or elected officials. For municipalized utilities, the City shall secure a study on the feasibility of privatizing that utility no less than once every 30 years. The City shall not create or dispose of any public utility without referendum.

Section 1.05. Computation of Time.

In computing any period of time prescribed or allowed by this charter, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a

Saturday, Sunday or City observed holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or City observed holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and City observed holidays shall be excluded in the computation.

ARTICLE II – CORPORATE BOUNDARIES

No amendments recommended

ARTICLE III – ELECTED CITY POSITIONS

Section 3.01. Form of Government.

~~With the exception of the initial transition period pursuant to Section 10.07 below,~~
The City shall have a Mayor-Council form of government. There shall be a City Council, which shall be the governing body of the City with all legislative powers of the City vested therein, consisting of seven (7) Council Members, one (1) to be elected from each of the seven (7) election districts of the City. There shall also be a Mayor who is elected at large and who shall not be a member of the City Council.

Section 3.02. Election and Terms.

The nonpartisan primary and general election of the Council Members and the Mayor shall be held in the manner provided in Article VI of this Charter and the terms of office for Mayor and Council Members shall be four (4) years and will commence on the fourth Tuesday in November after his or her election at 12 o'clock noon.

The base year for elections for Council Members for districts 2, 4, and 6, and the Mayor shall be 2010, and shall be for a four-year term. The base year for elections for Council Members for districts 1, 3, 5, and 7 shall be 2012 and shall be for a four-year term. These base year dates are established only for the purpose of scheduling elections and staggering terms, and do not impact the term limit requirements of Section 3.03. ~~Council Members for districts 1, 3, 5, and 7 elected in 2010 shall serve a two-year term. Terms served by the Mayor or a Council Member immediately preceding the base year dates shall not be counted in applying Section 3.03.~~

Section 3.03. Limitations of Terms for Mayor and Council Members; Effective Date.

(a) **Mayor.** No person shall be elected to serve as Mayor for more than three two consecutive terms. ~~on and after the general election in November 2010.~~

(b) **City Council Members.** No person shall be elected to serve as a Council Member for districts 1, 3, 5, and 7 for more than three consecutive terms. ~~on and after the general election in November 2012. No person shall be elected to serve as a~~

~~Council Member for districts 2, 4, and 6 for more than three consecutive terms on and after the general election in November 2010.~~

ARTICLE IV – MAYOR AND CITY COUNCIL

Section 4.01. Mayor.

(a) ***Powers and Duties.*** The Mayor shall be the Chief Executive Officer of the City, shall exercise the executive powers of the City, and shall be responsible for the administration of all City affairs placed in their charge pursuant to this Charter. The Mayor, who shall serve in a full-time capacity, and shall exemplify good citizenship and exhibit a cooperative spirit, shall have the following powers and duties:

(1) ~~To exercise the executive powers of the City and~~ To supervise all departments, including, but not limited to, the power to appoint, discipline, and remove all officers and employees, unless otherwise provided in this Charter.

(4) To appoint a City Administrator, who shall serve at the pleasure of the Mayor, and who shall have the power to appoint and remove all officers and employees not otherwise provided for in this Charter.

(8) To suspend, discipline, or remove a department head with or without cause. ~~and without the consent of City Council Members, unless otherwise provided for in this Charter.~~ Such department head may appeal any such action to the City Council who may overturn the action by an affirmative vote of a majority plus one (1) of the City Council Members.

(11) To attend, or designate a representative to attend, all meetings of the City Council with authority to participate in discussions, but without the power to vote.

(16) To cooperate with and in no way obstruct an inquiry into the conduct or dealings of any municipal office, department, agency or officer as permitted under 4.02(a)(3).

Section 4.02. City Council.

(a) ***Powers and Duties.*** City Council Members shall exemplify good citizenship and exhibit a cooperative spirit. All powers of the City shall be vested in the City Council, except as otherwise provided by law or this Charter, including but not limited to ~~The City Council shall have the following powers and duties:~~

(2) To adopt the annual budget and all other appropriations necessary for efficient City government. Any modification of specific appropriations in the budget by greater than an amount set by ordinance, including but not limited to reallocating greater than

said amount between departments, shall require consent of the City Council by an affirmative vote of a majority of City Council Members.

(6) 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: (a) Budget Analyst. The City Council is authorized to employ a Budget Analyst or an individual with similar qualifications, pursuant to the City's position classification code, to assist the budgetary matters of the City Council. The City Council, by ordinance, shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (b) Legal Aide. The City Council may appoint one assistant city attorney, whose salary shall be in accordance with those established for other assistant city attorneys. Said assistant city attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of ~~him~~ them by the city attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the Council. Said assistant city attorney shall not file suit or bring or defend any action in court on behalf of the City Council, Mayor, the several departments, officers, and boards of the City government except with written authorization of the City Attorney. No action or opinion of said assistant city attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney; (c) Council Executive. The City Council is authorized to hire a Council Executive. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; (d) Executive Assistant. The City Council is authorized to hire an Executive Assistant. The City Council shall define the qualifications, pay and responsibilities of said employee in accordance with the City's position classification code. The employee shall be subject to termination by a majority vote of the City Council; and (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. Such positions shall be subject to termination by a majority vote of the City Council.

(a) Vacancies.

(1) If a vacancy on the Council is caused by death, resignation, refusal of any Council Member to serve, removal of any Council Member, the moving of a Council Member from the district from which the Council Member is elected, or for any other reason, the vacancy

shall be filled for the unexpired term of the vacated seat by a majority vote of the remaining Council Members, and such vacancies shall be filled within thirty (30) business days after the vacancy occurs. The appointed Council Member shall serve the unexpired term of the previous Council Member unless the unexpired term of the previous Council Member is twenty-eight (28) months or longer. If the unexpired term

is twenty-eight (28) months or longer, a person shall be elected at the next general election to fill the unexpired portion of such term.

(2) The Council Member appointed by the Council must meet the qualifications for office as set forth in 6.03 of this Charter at the time of appointment. The Council Member appointed by the Council may seek election to the Council position at the next election.

Section 4.03. City Council Procedures.

- (a) **Meetings.** The City Council shall meet ~~regularly~~ at least once every month at such times and places as the City Council may prescribe. Special meetings may be held on the call of the City Council president or the Mayor or at the request of three (3) of the City Council Members to the City Clerk and, whenever practicable, upon no less than ~~twelve (12)~~ seventy-two (72) hours notice to each Council Member and the public, or such shorter time as the City Council president, Mayor, or three (3) City Council Members deems necessary in the event of an emergency.

ARTICLE V – APPOINTED CITY POSITIONS

Section 5.01. City Clerk.

There shall be a City Clerk who shall be appointed by the Mayor with the consent of the City Council by an affirmative vote of a majority of Council Members, and whose duties and responsibilities are as provided for by this Charter. Although an appointee of the Mayor, the Clerk shall serve the entire City government. The Clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the City Council and shall carry out such additional duties as may be required by the Council or the Mayor. The City Clerk may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Clerk, Assistant City Clerk or administrative staff hired and supervised by the City Clerk. It is the intent of this section that the Deputy City Clerk, all Assistant City Clerks, and all administrative personnel under the supervision of the City Clerk perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

Section 5.03. City Attorney.

The City Attorney shall serve as the chief legal adviser to, and shall represent, elected or appointed officials, boards and commissions, and employees in the course and scope of their official duties or employment, respectively. The City Attorney shall represent the City

in legal proceedings and shall perform any other duties prescribed by State law, by this Charter, or by ordinance or resolution. The Mayor shall appoint the City Attorney, with the consent of the City Council by an affirmative vote of a majority of City Council Members. The City Attorney may be removed from office with the concurrence of the Mayor and a majority of the City Council. Nothing in this Charter shall authorize or permit the Mayor or City Council to suspend, discharge, remove or otherwise discipline any Deputy City Attorney, Assistant City Attorney or administrative staff hired and supervised by the City Attorney. It is the intent of this section that the Deputy City Attorney, all Assistant City Attorneys, and all administrative personnel under the supervision of the City Attorney perform their duties and serve at his or her pleasure without interference from the Mayor or City Council.

ARTICLE VI -- ELECTIONS

ARTICLE VII – RECALL, INITIATIVE, AND REFERENDUM

Section 7.02. Power of Initiative.

City electors shall have the power to propose ordinances to the City Council. If the City Council fails to adopt an ordinance so proposed without any change in substance, the electors have the power to adopt or reject the proposed ordinance at a City election. The electors are not empowered to propose ordinances that extend to providing an annual budget, levying taxes, or setting salaries of City officers or employees, expending LOST funds, or compelling government speech in a particular manner.

Section 7.03. Power of Referendum.

No later than ~~Within~~ sixty (60) days following the effective date of a measure passed by City Council, City electors shall have the power to require reconsideration by the City Council of any measure passed by City Council. If the City Council fails to repeal a measure so reconsidered, the electors shall have the power to ~~approve~~ adopt or reject the reconsidered measure by petition as specified in Section 7.05 following. ~~at a City election.~~ The electors are not empowered to reconsider measures that extend to providing an annual budget, levying taxes, ~~or~~ setting salaries of City officers or employees, the expenditure of LOST funds, or government speech.

Section 7.04. Commencement of Proceedings.

Within sixty (60) days of a measure passed by City Council either adopting or rejecting the proposed ordinance or adopting or rejecting the proposed repeal of a measure, ~~A~~ any ten (10) electors may commence initiative or referendum proceedings by filing with the City

Clerk an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form. The affidavit shall further provide their names and addresses, specify the mailing address for notices to be sent to the committee, and fully set forth the proposed initiative or identify the measure sought to be reconsidered. Promptly after the petitioners' committee's affidavit is filed, the City Clerk, at the committee's request, shall issue the appropriate petition forms to the committee at the committee's expense.

Section 7.05. Initiative or Referendum Petitions.

(c)Statement of Circulator. When filed, petitions shall have attached an affidavit statement-executed and sworn by a member of the petitioner's committee that ~~by the circulator or circulators of the petitions that~~ he, she, or they personally circulated the petitions. The statement shall further state the number of signed petitions submitted and that the ~~circulator~~ petitioner's committee believes them to be the genuine signatures of the persons whose names they purport to be.

(d) Filing Deadline. All initiative and referendum petitions must be filed with the City Clerk within sixty (60) days of the commencement date of the initiative or referendum proceedings as specified in Section 7.04 above. The City Clerk shall submit the petitions to the Supervisor of Elections within three (3) business days of receipt of the petitions.

Section 7.06. Verification of Petitions.

The petitioner's committee shall submit with the petitions ~~the completed petitions to the Escambia County Supervisor of Elections for verification as to the number of registered electors whose valid signatures appear thereon, along with~~ any fee required by general law. The Supervisor of Elections shall make a good faith effort to verify the signatures within ten (10) days of receipt of the petitions. The Supervisor of Elections shall record the date each form is received by the Supervisor of Elections, and the date the signature on the form is verified as valid. The Supervisor of Elections may verify that the signature on a form is valid only if (i) the form contains the original signature of the elector; (ii) the elector has accurately recorded on the form the date on which he or she signed the form; (iii) the form accurately sets forth the elector's name and address; and (iv) the elector is, at the time he or she signs the form, a duly qualified and registered elector of the City.

ARTICLE VIII – CHARTER REVIEW AND CHARTER AMENDMENTS

Section. 8.01. Charter Review Commission.

(a) Charter Review Commission Established. During the month of January 2022 2031 and every ten (10) years thereafter, there shall be established a Charter Review

Commission ("CRC"); provided, however, that the City Council shall have the power to establish a CRC more often in the event it so chooses.

(b) **Composition.** Every ten (10) years, the Mayor and City Council shall appoint nine members to the CRC. The Mayor shall appoint two (2) members and each Council Member shall appoint one member residing in their Council District. The CRC shall be composed of nine members, with at least one (1) member from each of the seven (7) Council districts of the City and no more than two (2) members coming from any one Council District. No members of the CRC shall be elected officials. Each member of the CRC shall be a City resident and elector. Vacancies shall be filled within 30 days in the same manner as the original appointments.

(c) **Procedures.** The CRC shall meet prior to the third week in January 2022 2031, and every ten (10) years thereafter, for the purposes of organization. The CRC shall elect a Chair and Vice Chair from among its membership. Further meetings of the CRC shall be held upon the call of the Chair or any three members of the CRC. All meetings shall be open to the public. A majority of the members of the CRC shall constitute a quorum.

Section 8.02. Charter Amendments.

(b) **Initiation by Petition.** The electors of the City may propose amendments to this Charter by petition. Each petition proposing amendments to this Charter shall be commenced in the same manner as an ordinance proposed by initiative in Article VII of this Charter. Initiative petitions must be signed by City electors equal to at least ten percent (10%) of the total number of registered electors in the City, as shown by the compilation by the Supervisor of Elections for the most recent general election of the City Council. The City Council shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the City or at a special election called for such purpose.

ARTICLE IX -- MISCELLANEOUS

No amendments recommended

ARTICLE X – SCHEDULE

Section 10.06. Existing Rights, Obligations, Duties and Relationships.

~~(d) **Commencement of Terms for Year 2010 Elections.** The terms for the Council Members and Mayor elected in the 2010 general election shall commence at noon on the second Monday of January 2011 as provided for in the former City Charter, or on such earlier date as the office becomes vacant after the 2010 general election. This provision shall be effective solely for the purposes of transition from the former City Charter to Section 3.02 of this Charter.~~

Section 10.07. Transition.

~~The City Council shall adopt such ordinances and resolutions as are required to effect the transition from a nine (9) member City Council with two (2) at large elected seats to a seven (7) member City Council with no at large elected seats upon the expiration of their current respective terms. Ordinances adopted within sixty (60) days of the first Council meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures prescribed by law.~~



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00828

City Council

8/18/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

SUNSET OF THE CHARTER REVIEW COMMISSION

RECOMMENDATION:

That City Council sunset the Charter Review Commission following the adoption of Proposed Ordinances Nos. 36-22, 37-22, 38-22, 39-22, and 40-22 setting forth ballot language for referendum scheduled for November 8, 2022 General Election.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Charter Article VIII - Charter Review and Charter Amendments sets out the protocol for a Charter Review, Establishing the Charter Review Commission (CRC), Submission of a Report from the CRC and subsequent action by the City Council.

The Charter Review Commission was established in September of 2021, began meeting in January of 2022, finalized their work with the approval of a report to City Council in June of 2022 wherein certain recommendations for proposed Charter amendments were made by the CRC.

In July of 2022, City Council reviewed those recommendations and in accordance with the City Charter determined which of the proposed amendments, if any, would be included on the November 8, 2022, General Election Ballot.

On July 28, 2022, City Council approved, on first reading, certain ordinances containing the ballot language for proposed Charter Amendments.

On August 18, 2022, City Council will consider these same ordinances for approval on second reading. Once they are approved on second reading, the work of the CRC will be complete.

Given that Charter directed tasks have been undertaken, achieved, and completed, the CRC should be sunset with no further action required or requested.

PRIOR ACTION:

September 9, 2021 - City Council / Mayor appointed members to the CRC

January 5 - June 15, 2022 - Meetings held by the CRC

June 15, 2022 - CRC Report to City Council approved by the CRC

June 27, 2022 - City Council held a workshop to discuss the CRC's report

July 11, 2022 - City Council held a Special Meeting to determine proposed Charter amendments for the November 8, 2022 General Election Ballot

July 19, 2022 - City Council held a Special Meeting finalizing the determination of proposed Charter amendments for the November 8, 2022 General Election Ballot

July 28, 2022 - City Council held a Special Meeting approving Proposed Ordinances Nos. 36-22, 37-22, 38-22, 39-22, 40-22 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No