City of Pensacola

City Council

Agenda Conference

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

December 8, 2025, 3:30 PM **Hagler-Mason Conference Room, 2nd Floor**

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

ROLL CALL

PRESENTATION ITEMS

1. 25-1602 UPDATE - OPIOID ABATEMENT FUNDING ADVISORY BOARD

Recommendation: That City Council receive an update from Tommy White, the City Council's appointee to the Opioid Abatement Funding Advisory Board.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

2. 25-1472 PRESENTATION—RED LIGHT CAMERA SURVEY FISCAL YEAR 2024-2025

Recommendation: That City Council receive a presentation from Acting Chief of Police Kristin Brown regarding the Red Light Camera Survey for Fiscal Year 2024-2025.

Sponsors: DC Reeves, Mayor

Attachments: *Red Light Camera Survey for Fiscal Year 2024-2025*

REVIEW OF CONSENT AGENDA ITEMS

3. 25-1525 APPOINTMENT - PARKS AND RECREATION BOARD

Recommendation: That City Council appoint one individual to the Parks and Recreation Board to fill an unexpired term of three (3) years ending March 31, 2026.

Sponsors: Allison Patton, Council President

Attachments: *Member List*
Nomination Form - Alexa Gay
Application of Interest - Alexa Gay

4. 25-1297 APPOINTMENTS - BOARD OF TRUSTEES-FIREFIGHTERS' RELIEF AND PENSION FUND

Recommendation: That City Council appoint an individual to the Board of Trustees - Firefighters' Relief and Pension Fund for a term of two years expiring December 31, 2027; and appoint an individual to fill an unexpired term of two years, ending December 31, 2026.

Sponsors: Allison Patton, Council President

Attachments:
Member List
Application of Interest - Veronica Dias
Resume - Veronica Dias
Application of Interest - Samuel A. Horton
Resume - Samuel A Horton

5. 25-1588 2026 TENTATIVE CITY COUNCIL SCHEDULE OF MEETINGS

Recommendation: That City Council adopt the 2026 tentative City Council Schedule of Meetings.

Sponsors: Allison Patton, Council President

Attachments: *Tentative 2026 Council Dates*

6. 25-1343 AIRPORT - LEASE AGREEMENT WITH AERO PENSACOLA, LLC FOR AIRPORT PROPERTY LOCATED AT 2450 AIRPORT BOULEVARD

Recommendation: That City Council approve the lease agreement between the City of Pensacola and Aero Pensacola, LLC for real property located at 2450 Airport Boulevard at Pensacola International Airport. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this lease, and to take all actions necessary relating to the finalization of the lease, consistent with the terms of the attached draft lease agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments:
Draft Lease Agreement
Aerial of Leased Premises

7. 25-1457 AWARD OF BID NO. 25-048 - WINTER 25/26 TREE PLANTING

Recommendation: That City Council award Bid No. 25-048 for Winter 25/26 Tree Planting to Gulf Coast Environmental Contractors, Inc. of Pensacola, FL, the lowest and most responsible bidder, with a base bid plus bid alternatives of $81,714.00 plus a 10% contingency of $8,171.40 for a total of $89,885.40. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *25-048 Tabulation of Bids*
Planting Locations Winter 25/26 Tree Planting

8. 25-1459 INTERLOCAL AGREEMENT — PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION (PEDC)

Recommendation: That City Council approve and ratify the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2025. Further that City Council approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2026. Further, that City Council authorize the Mayor to take the actions necessary to execute the Interlocal Agreement, consistent with the terms of the agreement and the Mayor's Executive Power's as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *FY 25 PEDC Interlocal Agreement*
FY 26 PEDC Interlocal Agreement

9. 25-1471 CITY OF PENSACOLA 2025 AFFORDABLE HOUSING INCENTIVE PLAN REPORT

Recommendation: That City Council accept the City of Pensacola Affordable Housing Incentive Plan Review report as submitted by the Affordable Housing Advisory Committee for submission to the Florida Housing Finance Corporation in accordance with Section 420.9076, Florida Statutes.

Sponsors: DC Reeves, Mayor

Attachments: *City of Pensacola 2025 Affordable Housing Incentive Plan Review Report*

10. 25-1539 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of $500 to The Gulf Coast Citzen Diplomacy Council from the City Council Discretionary Funds for District 3.

Sponsors: Casey Jones, Council Member

Attachments: *None*

11. 25-1587 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of $500 to the Seville Square Historic District Neighborhood Association, $500 to Ecomfort, Inc. and $500 to Manna Food Bank from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council President

Attachments: *None*

12. 25-1510 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of $1,000 to the Independence for the Blind of West Florida, $600 to H.Y.P.E. Pensacola, $800 to the Real Women Radio Foundation and $700 to Warrington Youth Sports from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

13. 25-1590 APPOINTMENT — COMMUNITY REDEVELOPMENT AGENCY BOARD CHAIRPERSON

Recommendation: That City Council appoint one member of the Community Redevelopment Agency Board as Chairperson for a term of one year, expiring December, 2026.

Sponsors: Allison Patton, Council President

Attachments: *Nomination Forms - Wiggins*

14. 25-1591 APPOINTMENT — COMMUNITY REDEVELOPMENT AGENCY BOARD VICE CHAIRPERSON

Recommendation: That City Council appoint one member of the Community Redevelopment Agency Board as Vice Chairperson for a term of one year, expiring December, 2026.

Sponsors: Allison Patton, Council President

Attachments: *Nomination Form - Bare*

15. 25-1550 AWARD OF CONTRACT - RFP NO 25-042 - DEVELOPMENT ADVISORY SERVICES FOR THE REDEVELOPMENT OF THE BAPTIST HOSPITAL LEGACY CAMPUS

Recommendation: That City Council award a contract for RFP No. 25-042, Development Advisory Services for the Redevelopment of the Baptist Hospital Legacy Campus to Bayou District Consulting, LLC. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Teniade Broughton, Council Member

Attachments:
RFP-25-042 - Baptist Legacy Campus Advisory Svcs
RFP-25-042-Addendum 1
RFP-25-042-Addendum 2
RFP 25-042 Draft Tabulation
RFP 25-042 Bayou District Consulting Proposal
RFP 25-042 Shortlist
RFP 25-042 Notice of Intent to Award
Bayou District Consulting LLC Contract (1)
Exhibit C - Negotiated Terms - 1st 180 days (1)

16. 25-1589 RESOLUTION NO. 2025-96 - APPROVING A LOAN TO KUPFRIAN MANOR, LLC IN SUPPORT OF 4% TAX CREDIT PROJECT

Recommendation: That City Council adopt Resolution No. 2025-96.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, APPROVING A LOAN TO KUPFRIAN MANOR, LLC IN AN AMOUNT EQUAL TO $700,000.00 AND PROVIDING FOR CERTAIN DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPER LOAN AGREEMENT BETWEEN THE CITY AND THE BORROWER; DELEGATING AUTHORITY TO APPROVE, EXECUTE AND DELIVER CERTAIN SUBORDINATION AGREEMENTS AS DESCRIBED HEREIN; APPROVING THE FORM OF A PROMISSORY NOTE FROM THE BORROWER TO THE CITY; APPROVING THE FORM OF A MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT FROM THE BORROWER TO THE CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

Sponsors: DC Reeves, Mayor

Attachments: *RESOLUTION 2025-96*

17. 25-998 CDBG AGREEMENT FOR 4% HOUSING TAX CREDIT PROJECT KUPFRIAN MANOR

Recommendation: That City Council authorize the use of Community Development Block

Grant (CDBG) funding in the amount of $700,000 to support a 4% Tax Credit Project, Kupfrian Manor, for Florida Housing Finance Corporation's (FHFC) RFA 2024-305 Community Development Block Grant-Disaster Recovery (CDBG-DR) and Non-Competitive 4% Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties.

Sponsors: DC Reeves, Mayor

Attachments: *DEVELOPER LOAN AGREEMENT*
PROMISSORY NOTE
MORTGAGE ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT
KUPFRIAN MANOR SITE MAP
KUPFRIAN MANOR FINANCIALS AND PROFORMA
FHFC KUPFRIAN MANOR UNDERWRITING
SUBORDINATION AGREEMENT BERKADIA AND CITY OF PENSACOLA KUPFRIAN MANOR
SUBORDINATION AGREEMENT FHFC AND CITY OF PENSACOLA KUPFRIAN MANOR
SUBORDINATION AGREEMENT UNITED BANK AND CITY OF PENSACOLA KUPFRIAN MANOR

18. 25-1512 PROJECT MAEVE EXCLUSIVITY AGREEMENT

Recommendation: That City Council approve an Exclusivity Agreement for a period of twelve months for Project Maeve at the Port of Pensacola. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, and complete the work consistent with the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *288.075 Confidentiality of Records - F.S.*
Exclusivity Agreement

19. 25-1376 APPLICATION FOR EXCLUSIVE USE PARKING 801 EAST GREGORY STREET - 8 SPACES LOCATED ALONG THE NORTH SIDE OF EAST DE LEON STREET

Recommendation: That City Council approve the exclusive use of 8 parking spaces to be constructed by Homewood Suites on the north side of East De Leon Street adjacent to the property located at 801 East Gregory Street. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer a formal agreement to be negotiated at a later date consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Permitted Plans*
City Council Agenda - May 22, 2025

20. 25-1085 APPROVAL OF LEASE AGREEMENT WITH PENSACOLA YOUTH SOCCER, INC. FOR HITZMAN-OPTIMIST SOCCER FIELD

Recommendation: That City Council approve the lease agreement between the City of Pensacola Parks and Recreation Department and Pensacola Youth Soccer, Inc. to lease the Hitzman-Optimist Soccer Field. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Youth Sports Organization Field Lease Agreement*

21. 25-1447 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FY26 FOR HIGHWAY TRAFFIC FUNDS —SPEEDING AND AGGRESSIVE DRIVING ENFORCEMENT

Recommendation: That City Council approve the acceptance of the FY 2026 Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds for Speeding and Aggressive Driving Enforcement in the amount of $65,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Award Letter*
FDOT Contract Award
Supplemental Budget Resolution No. 2025-81
Supplemental Budget Explanation No. 2025-81

22. 25-1441 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-81 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FY26 FOR HIGHWAY TRAFFIC FUNDS-SPEEDING AND AGGRESSIVE DRIVING ENFORCEMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-81.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER

30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-81*
Supplemental Budget Explanation No. 2025-81

23. 25-1499 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS FY2026 - DRIVE SOBER

Recommendation: That City Council accept the FY 2026 Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds -Drive Sober in the amount of $55,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt the supplemental budget resolution appropriating grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Award Letter for FDOT Grant-Drive Sober 2025-2026*
FDOT Subgrant for Highway Traffic Funds -Drive Sober 2025-2026
Supplemental Budget Resolution No. 2025-88
Supplemental Budget Explanation No. 2025-88

24. 25-1473 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-88 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS FY2026 - DRIVE SOBER

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-88.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-88*
Supplemental Budget Explanation No. 2025-88

25. 25-1543 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-91 - TO APPROPRIATE FUNDING FOR THE AIRPORT REVENUE BONDS, SERIES 2025 (AMT)

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-91.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-91*
Supplemental Budget Explanation No. 2025-91

26. 25-1435 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-80 - LAW ENFORCEMENT TRUST FUND (LETF) -DONATION TO AMIKIDS, PENSACOLA, INC.

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-80.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-80*
Supplemental Budget Explanation No. 2025-80
Letter of Certification 2025-80

27. 25-1524 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-89 - FY 2025 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-89.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-89*
Supplemental Budget Explanation No. 2025-89

28. 25-1554 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-94 - CARRYFORWARD AND REALLOCATION OF URBAN CORE AND WESTSIDE FUNDS FOR THE SUNTRAIL COMPONENT OF THE HASHTAG & WATERFRONT DEVELOPMENT AND AMERICAN CREOSOTE WORKS (ACW) SUPERFUND SITE REDEVELOPMENT SPECIAL DEMONSTRATION PROJECTS

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-94.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Teniade Broughton, Council Member

Attachments: *Supplemental Budget Resolution No. 2025-94*
Supplemental Budget Explanation No. 2025-94
Downtown Waterfront Connector SunTrail Map
AtkinsRealis Scope and Fee Proposal
SCAPE Scope and Fee Proposal
SCAPE Contract - Amendment No. 5

29. 25-1584 PROPOSED ORDINANCE NO. 25-25 - AMENDING ORDINANCE NO. 33-14 - WESTSIDE COMMUNITY AREA REDEVELOPMENT BOARD

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

AN ORDINANCE AMENDING ORDINANCE 33-14 WESTSIDE COMMUNITY REDEVELOPMENT AREA BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Delarian Wiggins, Council Member

Attachments: *Proposed Ord. No. 25-25 - Amending Ord. 33-14- Westside Redevelopment Board*
Proposed Ordinance 25-25 Business Impact Analysis Report

30. 25-1585 PROPOSED ORDINANCE NO. 26-25 -- AMENDING ORDINANCE NO. 09-13 - EASTSIDE NEIGHBORHOOD REDEVELOPMENT BOARD

Recommendation: That City Council approve Proposed Ordinance No. 26-25 on first reading:

AN ORDINANCE AMENDING ORDINANCE NO. 09-13, ESTABLISHING THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Allison Patton, Council President

Attachments: *Proposed Ord. 26-25 -- Amending Ord 09-13 - Establishing the Eastside Redevelopment Board.doc*
Proposed Ordinance 26-25 Business Impact Analysis Report

31. 25-1586 PROPOSED ORDINANCE NO. 27-25 - AMENDING ORDINANCE NO. 08-20 - URBAN CORE REDEVELOPMENT BOARD

Recommendation: That City Council approve Proposed Ordinance No. 27-25 on first reading:

AN ORDINANCE AMENDING ORDINANCE NO. 08-20 URBAN CORE REDEVELOPMENT BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Allison Patton, Council President

Attachments: *Proposed Ord. No.27-25 - Amending Ord 13-20 - Establishing the Urban Core Redevelopment Board (1)*
Proposed Ordinance 27-25 Business Impact Analysis Report

32. 25-1604 PROPOSED ORDINANCE NO. 28-25 - REPEALING SECTION 11-2-70, SAME - POST-TOW HEARING OF THE CITY CODE

Recommendation: That City Council approve Proposed Ordinance No. 28-25 on first reading:

AN ORDINANCE REPEALING SECTION 11-2-70, SAME-POST-TOW HEARING OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE..

Sponsors: Allison Patton, Council President

Attachments: *Proposed Ordinance No. 28-25 Repealing Section 11-2-70 of City Code*
Proposed Ordinance No. 28-25 Business Impact Estimate

33. 25-1606 PROPOSED ORDINANCE NO. 29-25 - AMENDING TITLE XI, TRAFFIC AND VEHICLES, PARKING AND TOWING OF THE CITY CODE

Recommendation: That City Council approve Proposed Ordinance No. 29-25 on first reading:

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-24, PARKING FOR CERTAIN USES PROHIBITED; SEC. 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SECTION 11-2-37, PARKING FINES; SECTION 11-2-66, REMOVAL AND IMPOUNDMENT FOR NUMEROUS UNPAID CITATIONS—AUTHORITY; SECTION 11-2-67, SAME—NOTICE TO OWNER; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE,

AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Allison Patton, Council President

Attachments: *Proposed Ordinance No. 29-25 Amending XI Traffic and Vehicles Parking and Towing*
Proposed Ordinance No. 29-25 Business Impact Estimate

34. 25-1598 PROPOSED ORDINANCE 24-25 - CREATING CHAPTER 7-14 OF THE CODE OF THE CITY OF PENSACOLA - REGULATION OF BUSINESSES ENGAGED IN MOTOR VEHICLE PARKING ON PRIVATE PROPERTY

Recommendation: That City Council adopt Proposed Ordinance No. 24-25 on second reading:

AN ORDINANCE CREATING CHAPTER 7-14 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE REGULATION OF BUSINESSES ENGAGED IN MOTOR VEHICLE PARKING ON PRIVATE PROPERTY; PROVIDING REQUIREMENTS FOR SIGNAGE FOR CERTAIN PARKING FACILITIES; PROVIDING REQUIREMENTS FOR INVOICES FOR CERTAIN PARKING CHARGES; PROHIBITING THE ASSESSMENT OF A LATE FEE BEFORE A CERTAIN PERIOD; REQUIRING SUCH INVOICES TO INCLUDE A DISPUTE AND APPEAL METHOD; PROVIDING REQUIREMENTS FOR SUCH METHOD; REQUIRING A SPECIFIED GRACE PERIOD BEFORE PARKING CHARGES MAY BE INCURRED; PROHIBITING PERSONAL INFORMATION FROM BEING SOLD, OFFERED FOR SALE, OR TRANSFERRED FOR SALE BY SUCH OWNERS OR OPERATORS; PROVIDING AN EXCEPTION; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 24-25*
Business Impact Estimate

35. 25-1599 REVISED PROPOSED ORDINANCE NO. 22-25 - AMENDING SECTION 2-3-1 - DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY

Recommendation: That City Council adopt Revised Proposed Ordinance No. 22-25 on second reading:

AN ORDINANCE AMENDING SECTION 2-3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance 22-25 - Disposal of Surplus Tangible Personal Property ORIGINAL*
Proposed Ordinance 22-25 - Disposal of Surplus Tangible Personal Property REVISED
Business Impact Estimate

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

36. 25-1581 DISCUSSION -- CREATING A CITIZEN COMMISSION TO PLAN OUR CELEBRATION OF THE 250TH ANNIVERSARY OF THE UNITED STATES

Recommendation: That City Council and the Mayor hold a discussion regarding the possibility of creating a citizen's commission to assist in planning the 250th Anniversary Celebration of the United States.

Sponsors: Charles Bare, Council Member

Attachments: *None*

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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.

File #: 25-1602 Agenda Conference 12/8/2025

PRESENTATION

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

UPDATE - OPIOID ABATEMENT FUNDING ADVISORY BOARD

RECOMMENDATION:

That City Council receive an update from Tommy White, the City Council's appointee to the Opioid Abatement Funding Advisory Board.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

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

This item allows for Council to receive an update from their appointee, Tommy White.

PRIOR ACTION:

April 14, 2022 -- City Council appointed Tommy White to the Opioid Abatement Funding Advisory Board as the City Council's appointee.
May 9, 2024 -- City Council reappointed Tommy White to the Opioid Abatement Funding Advisory Board as the City Council's appointee.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes

File #: 25-1472 Agenda Conference 12/8/2025

PRESENTATION

SPONSOR: DC Reeves, Mayor

SUBJECT:

PRESENTATION—RED LIGHT CAMERA SURVEY FISCAL YEAR 2024-2025

RECOMMENDATION:

That City Council receive a presentation from Acting Chief of Police Kristin Brown regarding the Red Light Camera Survey for Fiscal Year 2024-2025.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

A county or municipality that operates one or more traffic infraction detectors must annually report the results of all traffic infraction detectors within the county's or municipality's jurisdiction by placing the annual report to the department required under paragraph (b) as a single reporting item on the agenda of a regular or special meeting of the county's or municipality's governing body. Before a county or municipality contracts or renews a contract to place or install one or more traffic infraction detectors, the county or municipality must approve the contract or contract renewal at a regular or special meeting of the county's or municipality's governing body.

a. Interested members of the public must be allowed to comment regarding the report, contract, or contract renewal under the county's or municipality's public comment policies formats, and the report, contract, or contract renewal may not be considered as part of a consent agenda.

b. The report required under this subparagraph must include a written summary, which must be read aloud at the regular or special meeting, and the summary must contain, for the same time period pertaining to the annual report to the department required under paragraph (b), the number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid and how collected funds were distributed and in what

amounts. The county or municipality must report to the department that the county's or municipality's annual report was considered in accordance with this subparagraph, including the date of the regular or special meeting at which the annual report was considered.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Red Light Camera Survey for Fiscal Year 2024-2025

PRESENTATION: Yes

Red Light Camera Survey for Fiscal Year 2024-2025

. Welcome to the Florida Department of Motor Vehicles and Highway Safety's (FLHSMV) annual survey on the use and operation of traffic infraction detectors, commonly known as Red Light Cameras, for the 2024-2025 Fiscal Year.

Per section 316.0083(4)(c), Florida Statutes, FLHSMV is directed to compile an annual comprehensive summary report on use of red light cameras throughout the state. The primary objective of the survey is to collect essential information from Florida counties, municipalities, and other jurisdictions that operate red light cameras. Be aware that your survey responses will be included in the final report, but your contact information will **not** be published.

Please **NOTE** there are several **NEW** questions on the survey this year based on legislative requirements. Questions 4 and 5 address the requirement to present your red light camera data / report to your governing body each year. Questions 15, 16, and 17 address the revenue reporting and distribution requirements, and Questions 32 and 33 address additional details regarding NOVs issued for improper right-hand turns on red signals (if relevant to your jurisdiction).

We value your input, as it will greatly contribute to the report's accuracy and completeness. The survey is expected to take approximately 15 to 20 minutes to complete, if you've collected all the necessary information prior to logging on to begin. Please be advised that the deadline for submitting your survey responses this year is **Wednesday, October 1, 2025**.

Thank you for taking the time to participate in this survey and for helping us gather the required information. If you experience any issues or have questions regarding the survey, please contact Rhonda MacKinnon at (850) 617-2690 or by email at RhondaMacKinnon@flhsmv.gov.

Q1. Please enter your contact information:

Name:	Bryan Lowry
Agency:	Pensacola Police Department
Email Address:	BLowry@cityofpensacola.com
Phone Number:	850-436-5410
Phone Extension, if applicable:	

Q2. Please select the jurisdiction (city or county) you represent:

Pensacola

Q3. Did your jurisdiction **operate red light cameras** within the reporting period of **July 1, 2024 through June 30, 2025**?

- (●) Yes
- ( ) No

Q4. As required by section 316.0083(4)(a)2., did you **present your Red Light Camera data / report as a single agenda item** at a meeting of Pensacola's governing body **for the Red Light Camera program reporting period of July 1, 2024 through June 30, 2025**?

- ( ) Yes
- (●) No

Q5. On what date did you present your Red Light Camera data / report to Pensacola's governing body? Please enter your answer in format mm/dd/yyyy.

This question was not displayed to the respondent

Q6. What department oversees the red light camera program in Pensacola?
Example: Police Department, Sheriff's Office, Code Enforcement, Traffic Unit, etc.

Traffic Unit

Q7. Did Pensacola **discontinue its red light camera program** during the reporting period, **July 1, 2024 through June 30, 2025**?

- ( ) Yes
- (●) No

Q8. Please enter the date that Pensacola discontinued its program. Please enter your answer in format mm/dd/yyyy.

This question was not displayed to the respondent

Q9. What **red light camera vendor(s)** does Pensacola use? Please select any you may have used during the reporting period, **July 1, 2024, through June 30, 2025**.

- [ ] American Traffic Solutions (ATS)
- [ ] Conduent
- [x] Novoa Global
- [ ] Redspeed
- [ ] Redflex
- [ ] Sensys Gatso
- [ ] Verra Mobility
- [ ] Other, please specify:

Q10. **As of July 1, 2024**, how many **red light cameras** were operational in Pensacola?

0

Q11. **As of June 30, 2025**, how many **red light cameras** were operational in Pensacola?

11

Q12. **As of July 1, 2024**, at how many **intersections** were red light cameras operational in Pensacola?

0

Q13. **As of June 30, 2025**, at how many **intersections** were red light cameras operational in Pensacola?

4

Q14. Please provide the following information regarding **Notices of Violation** issued for red light camera violations in Pensacola during the reporting period of **July 1, 2024, through June 30, 2025**.

Total Notices of Violation Issued	14366
Notices of Violation Paid	10616
Notices of Violation Contested, but Pending Final Outcome	8
Notices of Violation Contested and Dismissed	0
Notices of Violation Contested and Upheld	0
Notices of Violation that Resulted in Uniform Traffic Citations Being Issued	0
Notice of Violation Pending Issuance as Uniform Traffic Citations	789

Q15. As required by section 316.0083(4)(a)2.b., please provide the total amount of **red light camera revenue from paid violations** that was collected by Pensacola between **July 1, 2024, through June 30, 2025**. Please enter your answer in dollars and cents (ex: $158,000.00).

1,173,453.00

Q16. How much **red light camera revenue was remitted to the Department of Revenue** between **July 1, 2024, through June 30, 2025**, as required by section 316.0083(1)(b)3.b., Florida Statutes? Please enter your answer in dollars and cents (ex: $83,000.00)

11/1/15

Q17. How much **red light camera revenue was retained by Pensacola** between **July 1, 2024, through June 30, 2025**. as authorized by section 316.0083(1)(b)3.b., Florida Statutes? Please enter your answer in dollars and cents (ex: $75,000.00)

242,995

Q18. How many **registration holds** did Pensacola request as a result of red light camera violations during the reporting period of **July 1, 2024, through June 30, 2025**? If you do not know, please leave this field blank.

0

Q19. How does Pensacola **submit traffic crash data** to the Florida Department of Highway Safety and Motor Vehicles?

- (●) All Electronically
- ( ) All Paper
- ( ) Both

Q20. Have **court cases** impacted Pensacola's **red light camera program**?

- ( ) Yes
- (●) No

Q21. Please explain how court cases have impacted Pensacola's red light camera program.

This question was not displayed to the respondent.

Q22. Please **rate** the following **factors by importance** when selecting which **intersections to install red light cameras** in Pensacola.

	Very Important	Somewhat Important	Not Important	N/A
Traffic Citation Data	( )	(●)	( )	( )
Citizen Complaints	(●)	( )	( )	( )
Law Enforcement Officer Observations	( )	(●)	( )	( )

Pedestrian Safety	◉	○	○	○
Traffic Crash Data	○	◉	○	○
Other	○	◉	○	○

Q23. Please **describe the other factors used** when selecting which **intersections to install red light cameras** in Pensacola.

Q24.
Were any **existing red light cameras relocated** within Pensacola during the reporting period of **July 1, 2024, through June 30, 2025**?

- ○ Yes
- ◉ No

Q25. How many cameras were relocated?

This question was not displayed to the respondent.

Q26. Why were the cameras relocated?

This question was not displayed to the respondent.

Q27. What **factors** are used to determine the **success or failure of each camera location** within Pensacola? Please select all that apply.

- ☑ Number of crashes
- ☑ Pedestrian safety
- ☐ Revenue
- ☐ Other, please specify

Q28. Who **reviews** the camera images **before Notices of Violation are issued** within Pensacola? Please select all that apply.

- [x] Law Enforcement Officer
- [ ] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q29. Who **reviews contested Notices of Violation** within Pensacola? Please select all that apply.

- [x] Law Enforcement Officer
- [ ] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q30. Who **issues Uniform Traffic Citations** in Pensacola if **Notices of Violation are unpaid and uncontested**? Please select all that apply.

- [x] Law Enforcement Officer
- [ ] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q31. Does Pensacola **issue Notices of Violation** (based on red light camera detection) for **improper right turns on a red signal**?

◉ No

Q32. Please provide the following information regarding Notices of Violation issued for improper right turns on a red signal in Pensacola during the reporting period of July 1, 2024, through June 30, 2025.

This question was not displayed to the respondent

Q33. Section 316.0083(1)(a), Florida Statutes, provides that "A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible."

Please provide the definition used by Pensacola when determining if a violation should be issued.

This question was not displayed to the respondent

Q34. What **action(s)** has Pensacola taken **to improve safety measures** as a result of your red light camera program? If Pensacola has not taken an action which is listed, please select N/A.

	At intersections **with** red light cameras	At intersections **without** red light cameras	N/A
Education and Outreach	☐	☐	☑
Engineering, Roadway/Geometric	☐	☐	☑
Engineering, Signalization/Operations	☐	☐	☑
Increased other type of signage	☐	☐	☑
Increased red light camera-specific signage	☐	☐	☑
Lighting	☐	☐	☑
Re-striping	☐	☐	☑
Other	☐	☐	☑

Q35. Please describe any other action(s) that Pensacola has taken to improve safety measures as a result of your red light camera program.

This question was not displayed to the respondent

Q36. Has **red light camera footage** been used to **investigate other crimes or cases** not related to red light violations within Pensacola?

◉ Yes

○ No

Q37. Please describe the **other situations in which red light cameras** have been used within Pensacola. Select all that apply.

- [x] Crash Investigations
- [x] Criminal Investigations
- [ ] Missing Persons
- [ ] Other, please specify:

Q38. Has Pensacola **conducted an independent red light camera analysis**?

- ( ) Yes
- (•) No

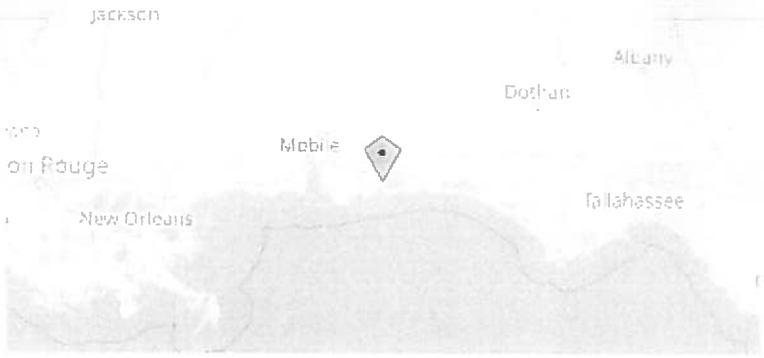
Q39. Is Pensacola **continuing its red light camera program** in this fiscal reporting year, **July 1, 2025, through June 30, 2026**?

- (•) Yes
- ( ) No

Q40. Please provide any additional **specifications or clarifications for <u>any</u> of your responses** to this survey.

Location Data

Source: GeoIP Estimation



File #: 25-1525 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENT - PARKS AND RECREATION BOARD

RECOMMENDATION:

That City Council appoint one individual to the Parks and Recreation Board to fill an unexpired term of three (3) years ending March 31, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The following has been nominated:

Nominee:	**Nominated by:**
Alexa Gay	Moore

PRIOR ACTION:

City Council makes appointments to this board annually.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Alexa Gay
3. Application of Interest - Alexa Gay

PRESENTATION: No

Parks and Recreation Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Blankenship, Michael	Youth Coach	Council	0	2025	3/31/2027	3/21/2024	3	
Borden, Renee	Realtor	Council	1	2025	3/31/2026	4/8/2021	3	
Brask, Daniel N.		Council	0	2025	3/31/2028	7/17/2025	3	
Brown, Kristin L.	Business Dev./Sales	Council	0	2025	3/31/2028	3/23/2023	3	
Lewis, Suzanne	Ret from National Park Sv	Council	0	2025	3/31/2027	3/21/2024	3	
Lewis-Brown, Shirley		Council	0	2025	3/31/2028	3/27/2025	3	
Price, Kirwan B.		Council	0	2025	3/31/2027	3/21/2024	3	
Roper, Justine Williams	Bus. Owner/PT/Wellness	Council	0	2025	3/31/2028	11/14/2024	3	
VACANT, VACANT		Council	0	2025	3/31/2026	11/14/2024	3	

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

COMPOSED OF NINE (9) MEMBERS APPOINTED BY CITY COUNCIL.

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Alexa Gay
(Nominee)

2000 Galt Rd
(Home Address)

(850) 255-7109
(Phone)

(Business Address)

(Phone)

alexa.m.gay@gmail.com
(Email Address)

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

for appointment by the City Council for the position of:

MEMBER
PARKS & RECREATION BOARD
(Unexpired three-year term ending 3/31/2026)

Provide a brief description of nominee's qualifications:

Alexa has been a creative and constructive member and leader of her respective neighborhood association, she'll be a great addition to Park and Rec Board!

Jared Moore
City Council Member or Mayor

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
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, October 30, 2025 10:23 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

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

(Section Break)

Personal Information	
Name	Alexa M Gay
Home Address	2000 Galt Rd; Pensacola, FL 32503
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8502557709
Email Address	alexa.m.gay@gmail.com

Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	17 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	City Parks & Recreation
Please list the reasons for your interest in this position:	City resident with specific interest in City Parks. Resident of Cordova Park and serve as the VP of our neighborhood association.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

File #: 25-1297 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENTS - BOARD OF TRUSTEES-FIREFIGHTERS' RELIEF AND PENSION FUND

RECOMMENDATION:

That City Council appoint an individual to the Board of Trustees - Firefighters' Relief and Pension Fund for a term of two years expiring December 31, 2027; and appoint an individual to fill an unexpired term of two years, ending December 31, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board oversees administration of the Firefighters' Pension Plan and investment of pension funds. The board is composed of five members. Two members are appointed by City Council, two members are elected by firefighters, and one appointed by the other four members.

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

Nominee: Nominated by:

Two-year term expiring 12/31/2027
Sam Horton Incumbent

Two-year unexpired term ending 12/31/2026
Veronica Dias Incumbent

PRIOR ACTION:

City Council makes appointments to this board on an annual basis.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L.Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - Veronica Dias
3. Resume - Veronica Dias
4. Application of Interest - Samuel A. Horton
5. Resume - Samuel A Horton

PRESENTATION: No

Board of Trustees - Firefighters' Relief and Pension Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Clark, II, Charles	Firefighter	elected by firefighters	1	2025	12/31/2025	4/13/2022	2	
Dias, Veronica	Investment Banker	Council	7	2025	12/31/2024	10/8/2009	2	
Good (Jr.), Charles E.	retired City Employee	other four members	0	2025	12/31/2024	8/12/2021	2	
Horton, Samuel A.	Retired	Council	16	2025	12/31/2025	12/18/1986	2	
Wilmoth, Jeff	Fire Lieutenant	elected by firefighters	4	2025	12/31/2024	5/22/2017	2	

Term Length: TWO YEAR TERMS

COMPOSED OF FIVE MEMBERS OF WHICH TWO ARE APPOINTED BY THE CITY COUNCIL. COUNCIL APPOINTEES MUST BE CITY RESIDENT; NO QUALIFICATIONS.

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, November 10, 2025 9:37 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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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	Veronica Yvette Dias
Home Address	1227 E Jackson St Pensacola, Fl 32501
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8507238402
Email Address	veronicadias9599@gmail.com

Upload Resume (optional)	Veronica_Resume 2025.docx

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	30 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Fire Pension Board
Please list the reasons for your interest in this position:	I would like to continue to serve
Do you currently serve on a board?	Yes
If yes, which board(s)?	Fire Pension 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	Female
Race	Hispanic-American
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Veronica H. Dias

1227 E. Jackson St. Pensacola, FL 32501 | Phone: (850)-723-8402 | E-Mail: veronicadias9599@gmail.com

Experience

Cadence Bank |4890 Bayou Blvd Pensacola, FL | June 2023 to present

- Community Bank President
  - Develop and manage an individual loan portfolio which includes prospecting, underwriting, managing risk and insuring portfolio quality; manage past dues and ensure documentation exceptions are held to a minimum; ensure compliance with bank policies and government regulations.
  - Business development includes making calls to existing customers and prospects to grow loans, deposits and other bank products and services.
  - Provide leadership in managing market CRA activities.

Renasant Bank |501 Commendencia St Pensacola, FL | March 2020 to June 2023

- Commercial Relationship Officer, SVP
  - Began tenure in an unconventional manner, at the end of first week began to focus on PPP loans. Became the branch's PPP expert and processed, the majority of all the PPP loans handled at the branch, including the forgiveness process. Every loan that was originated was forgiven and repaid.
  - Traditional calling efforts resumed post-covid, Responsible for prospecting for new business development for loans and deposits while working to make the bank's presence in the area. Sourced and closed SBA loan opportunities that have generated substantial fee income, generated traditional C&I and CRE loan relationships.

CharterBank aka SouthState |4920 Bayou Blvd Pensacola, FL | February 2016 to March 2020

- Senior Commercial Loan Officer, SVP
  - Responsible for loan origination and monitoring portfolio of commercial and investment real estate loans in the Escambia and Santa Rosa Markets.
  - Call on existing and prospective clients to service accounts and prospect for new business development in loans and deposits Managed a book of business of about $50MM.

Wells Fargo Bank, NA |21 W Garden St Pensacola, FL | August 2013 to February 2016

- Senior Relationship Manager
  - Acquire, manage and grow profitable account relationships with business customers that have annual gross sales of generally more than $2MM and less than $20MM in Escambia County. Was successful at acquiring complex international and treasury clients generating substantial fee income.
  - Ensure the overall success & growth of portfolio by deepening relationships of existing customers and through the acquisition of new customers

Proactively managed existing customers in order to fully understand their businesses, goals, strategies and challenges. Accurately assess their financial needs for the purpose of formulating a business plan to deliver an effective variety of financial products and services in order to help the customer succeed financially; Partnered with other bankers and other lines of business to deliver the full range of products and services

Coastal Bank & Trust of FL aka Synovus|400 W Garden St Pensacola, FL | April 2005 to July 2013

- Senior Commercial Banker and Team Lead
  - Responsible for management of $100MM loan portfolio comprised of commercial & commercial real estate clients. Originated and monitored commercial real estate construction loans
  - Called on existing and prospective clients to service accounts and prospect for new business development
  - Managed lenders to provide support in training, coaching and approving loans.

- Joined an established sales team then individually grew portfolio to over $50MM within the first year, then held it at $100MM for the remainder of my tenure. In addition, maintained a zero past due month-end ratio for the majority of tenure with a portfolio of minimal exceptions.

SunTrust Bank|220 West Garden Street, Pensacola, FL | July 1996, returned 2001 to March 2005

- Commercial Real Estate Lender – CRE Market Leader
  - Led creation of commercial real estate department calling on builders and developers across Baldwin, Escambia, Santa Rosa, Okaloosa and Walton Counties and grew the portfolio to over $55 million
  - Managed department's production, portfolio maintenance and employee management
  - Successfully completed STI(SunTrust Institute) University's Commercial Real Estate School
- Commercial & Industrial Lender
  - Inherited a portfolio of over $70 million composed of retail and C&I loans and responsible for organizing, updating, renewing and properly placing loans into the appropriate departments
  - Responsible for managing calling efforts to develop new loan and deposit business including treasury management products, and referrals to other area of the bank incl. SunTrust Robinson Humphrey for swaps, Trust & Investments, Private Banking
- Credit Manager Commercial & Industrial Department
  - Underwrote larger and more complicated commercial loans; Delegated, reviewed and monitored credit underwriting department (Pensacola to Panama City);Hired, trained management associates and directed their rotations throughout various bank departments
  - Effected an improved internal loan review by improving quality and quantity of annual reviews that had been delinquent for years
  - Graduated SunTrust University's Management Associate and Credit Training Program. Trained by shadowing in retail operations, treasury management, loan operations and spent 6 months in Suntrust's formal credit training in Orlando, FL

AmSouth Bank aka Regions Bank |70 N Baylen St Pensacola, FL | November 1999 to 2001

- Commercial & Industrial Senior Underwriter/Manager and Junior Lender
  - Supervised and coordinated commercial credit effort for region from Pensacola to Panama City including managing and training underwriters with various backgrounds and capacities
  - Monitored status of C&I portfolio i.e. receipt of client financial statements, credit servicing & underwriting quality, overdrafts; First "set of eyes" for all credit packages, make credit, relationship and market recommendations; Called on existing customers to service accounts ensuring maintenance of credit files as well as ensuring all client financial needs were met. Prospected for new business development as time allowed.

Credit Suisse First Boston | 55 E 52nd St, New York, NY | October 1988 to June 1995

- Research Associate – Latin American Emerging Markets Equity Research
  - Successfully completed rigorous two-year management analyst training program
  - Forecasted earnings and performed stock valuation based on historical balance sheet and income statements, in-depth knowledge of industry drivers and communication with companies analyzed
  - Wrote research reports on publicly traded companies regarding macro-economic trends, quarterly earnings and other events with financial implications; published industry studies and quarterly market review updates. Presented position on stocks (i.e. buy, sell, hold) to internal sales force and to institutional investors

Education

Fordham University, Graduate School of Business Administration-completed 1st semester of MBA
Marymount College of Fordham University, BA International Business, French Minor – 1988
Pensacola Catholic High School - 1984

Skills-Series 7 & 63 Registered Representative(license expired);Fluent in Spanish & Portuguese Languages. Functional use of French.

Volunteer & Community Involvement – Rotary International Board Member and Outgoing President- Five Flags Rotary, President NWFL NAIOP (commercial real estate and development association), Escambia County Take Stock in Children Mentor, Current Board Member: City of Pensacola Board of Trustees Fireman's Relief and Pension Fund Trustee; Pensacola Mess Hall(Chairman of the Board.) Past Board Member: Pensacola Little Theatre, Pace Center for Girls, Pensacola Opera Women & Business Board, City of Pensacola Planning Board, Escambia County Affordable Housing Advisory Committee. Volunteer: Pensacola Springfest, Gulf Coast Kids House, United Way, Dallas Texan Futbol Club; Participant-Leadership Pensacola Class of 2005.

From: noreply@civicplus.com
Sent: Monday, November 13, 2023 11:14 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	Samuel A. Horton
Home Address	1020 Palisades Rd. Pensacola, Fl 32504
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8502913765
Email Address	shorton@bellsouth.net
Upload Resume (optional)	SAH Fire-Pension.docx

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	2
If yes, how long have you been a City resident?	over 65 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Firefighters Relief and Pension Fund
Please list the reasons for your interest in this position:	I have served on this board for many years and wish to continue to serve.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Firefighters Relief and Pension Fund
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	African-American
Physically Disabled	No

(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Samuel A. Horton

1020 Palisade Road
Pensacola, FL 32504
Cell 850 291-3765 shorton@bellsouth.net

Over the past 25 plus years I have focused on ensuring the stability and growth of City of Pensacola's Firefighters Relief and Pension Fund. Due to my longevity on the Board I believe I bring an increased stability to the Board. Currently the funding ratio is 95% witch is better than the Police or General Pension Funds. I am also Chairman of Community Enterprise Investment Inc. which provides low and moderate income citizens of Pensacola housing along with Small Business loans. I also bring over forty years of increasing responsibility and varied decision-making experience with proficiency in managing complex demands and pressured situations, retired from Federal Civil Service. I have a long track record meeting objectives and accountability supported by extensive managerial training.

KEY SKILLS

□ Coordinating □ Planning □ Analyzing □ Decision-Making

EXPERIENCE:

Chairman, City of Pensacola Fireman's & Pension Fund (1986 to Present)
Chairman & Director, Community Enterprise Investment Inc. (2007 to Present)
President, 100 Black Men of Pensacola, Inc. (2010 to 2018)
Owner, Samuel Horton & Associates (2007 to 2015)
Member, City of Pensacola Charter Review Commission
Member, 100 Black Men of America Chapter Evaluation Committee
Member, Escambia County Charter Commission for Home Rule (1993 to 1995)
Chairman, Airport and Aviation Advisory Committee (1989 to 1991)
President, St. Joseph Catholic Church Parish Council (1983 to 1989)
Member, City of Pensacola Zoning Board of Adjustment (1982 to 1988)
Graduate, L[EA]P Leadership Pensacola 1988 (Alumni Member 1988 to present)

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

File #: 25-1588 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

2026 TENTATIVE CITY COUNCIL SCHEDULE OF MEETINGS

RECOMMENDATION:

That City Council adopt the 2026 tentative City Council Schedule of Meetings.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 4.03(a) - City Council Procedures- of the City Charter states in part, "The City Council shall meet regularly at least once every month at such times and places as the City Council may prescribe..." City Council Rules and Procedures, Section 1.01 - Regular Meetings states in part, "...The Council shall generally adopt its regular meeting schedule for the following calendar year at a regular meeting held in December of each year...."

This item provides the 2026 Tentative City Council Schedule of Meetings for Council consideration.

PRIOR ACTION:

December 12, 2024 -- City Council adopted the Tentative 2025 City Council Schedule of Meetings

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Ericka Burnett, City Clerk

ATTACHMENTS:

1. Tentative 2026 Council Dates

PRESENTATION: No

TENTATIVE 2026 PENSACOLA CITY COUNCIL SCHEDULE OF MEETINGS

MONTH	AGENDA CONFERENCE	COUNCIL MEETING	SPECIAL COUNCIL MEETING
Note: Business Workshop to be held, if needed, on the 2nd Agenda Conference meeting day of the month.			
January	Monday, 12th	Thursday, 15th	
February	Monday, 9th Monday, 23rd	Thursday, 12th Thursday 26th	
March	Monday, 9th Monday, 23rd	Thursday, 12th Thursday 26th	
April	Monday, 6th Monday, 20th	Thursday, 9th Thursday, 23rd	
May	Monday, 11th **Tuesday, 26th**	Thursday, 14th Thursday, 28th	
June	Monday, 15th	Thursday, 18th	

MONTH	AGENDA CONFERENCE	COUNCIL MEETING	SPECIAL COUNCIL MEETING
July	Monday, 13th	Thursday, 16th	
August	Monday, 10th	Thursday, 13th	
September	**Tuesday, 8th** Monday, 21st	Thursday, 10th Thursday, 24th	**Tentative FY 25 Budget Hearing Dates** 1st Hearing - Wednesday 9/? Final Hearing - Wednesday 9/??. Both meetings beginning at 5:30 p.m.
October	Monday, 5th Monday, 19th	Thursday, 8th Thursday, 22nd	
November	Monday, 9th	Thursday, 12th	**Special Council meetings 11/24** **at 11:45 a.m**. for outgoing Council Members **and 12:00 Noon** Swear In Council Elect and Election of Council Pres & Vice President **Immediately following** Swear In Mayor
December	Monday, 7th	Thursday, 10th	

File #: 25-1343 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - LEASE AGREEMENT WITH AERO PENSACOLA, LLC FOR AIRPORT PROPERTY LOCATED AT 2450 AIRPORT BOULEVARD

RECOMMENDATION:

That City Council approve the lease agreement between the City of Pensacola and Aero Pensacola, LLC for real property located at 2450 Airport Boulevard at Pensacola International Airport. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this lease, and to take all actions necessary relating to the finalization of the lease, consistent with the terms of the attached draft lease agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On July 25, 1988, the City entered into a ground lease with The King Interests Development, Inc. for property located at the airport. The lease allowed for the construction and operation of a cargo facility on airport property.

The initial term was from January 1, 1989, until December 31, 2018. Amendment No. 2 to the Lease increased the square footage of the leasehold and extended the term until December 31, 2025. Interest in the improvements reverts to the City at the end of the term.

The current operator contacted staff and expressed an interest in continuing to operate the cargo facility. Staff engaged Fruitticher – Lowery Appraisal Group to perform a fair market value of the land and improvements and to establish a fair market rent for the improved leasehold.

In May 2025, the Airport started negotiations for a new lease agreement which, if approved by City Council, would go into effect on January 1, 2026. The material terms of the lease include:

- Property is to be used to operate an air cargo facility
- Initial term of five (5) years beginning on January 1, 2026 and ending on December 31, 2030
- Extension term of five (5) year beginning on January 1, 2031 and ending on December 31, 2035, unless canceled in advance by either party
- Initial base rent of Ninety-Eight Thousand Nine Hundred Thirty-Eight dollars and Eight cents ($98,938.08)
- Annual rent adjustments based on the Consumer Price Index for All Urban Consumers (CPU-I), not to exceed three percent in any given year

Staff is requesting City Council approve the lease agreement in its proposed form, noting that there may be some non-material changes prior to being finalized and executed by the parties. Such changes may include the exact size of the leasehold, revisions to the exhibits or further clarity of specific terms and conditions.

PRIOR ACTION:

July 25, 1988 – City entered into a Lease Agreement with The King Interests Development, Inc.

October 6, 1988 – City executed Amendment No. 1 amending the legal description of the leasehold.

October 30, 1992 – City executed Confirmation of Lease Agreement assigning Lease to MLR Properties, L.P.

October 10, 2001 – City executed Landlord Consent and Estoppel Agreement assigning Lease to Cargo Acquisition Company, LLC and Aero Pensacola, LLC.

February 16, 2005 – City executed Amendment No. 2 increasing the square footage of the leasehold and extending the term.

September 10, 2012 – City executed Landlord’s Consent and Estoppel allowing Aero Pensacola, LLC to mortgage the leasehold.

July 1, 2022 – City executed Amendment No. 3 increasing the square footage of the leasehold.

FUNDING:

N/A

FINANCIAL IMPACT:

Aero Pensacola, LLC will pay rent of $98,938.08 in nonairline revenue for the first year, after which the annual rent payment will be adjusted by change in CPI-U not to exceed 3%.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/17/2025

STAFF CONTACT:

David H. Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Draft Lease Agreement
2. Aerial of Leased Premises

PRESENTATION: No

REAL PROPERTY LEASE

AT

PENSACOLA INTERNATIONAL AIRPORT

BETWEEN

AERO PENSACOLA, LLC

AND

CITY OF PENSACOLA, FLORIDA

EFFECTIVE DATE: _____ ____, 20____

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PENSACOLA INTERNATIONAL AIRPORT
REAL PROPERTY LEASE

THIS REAL PROPERTY LEASE (this "Lease") is hereby made and entered into as of the Effective Date (hereinafter defined) by and between **AERO PENSACOLA, LLC,** a Delaware limited liability company authorized to conduct business in Florida ("the Company"), and the **CITY OF PENSACOLA, FLORIDA,** a Florida municipal corporation ("the City". The City and the Company may, from time to time, be referred to in this Lease individually as "a Party" and collectively as "the Parties."

RECITALS

WHEREAS, the City is the owner and operator of the Airport (as hereinafter defined); and

WHEREAS, it is in the best interest of the community for the City to encourage air transportation services and other aeronautical uses and activities at the Airport; and

WHEREAS, the City, as lessor, desires to lease to the Company, as lessee, and the Company desires to lease from the City, the Leased Premises (as hereinafter defined) for the use, upon the terms, and subject to the conditions hereinafter set forth; and

NOW, THEREFORE**,** in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 **DEFINITIONS**

The following words and phrases, wherever used in this Lease, shall, for purposes of this Lease, have the following meanings:

"Additional Rent" means, collectively, all amounts payable by the Company under this Lease which are expressly designated as "Additional Rent" or are in addition to the Base Rent.

"Affiliate" means any corporation or other entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Company.

"**Airport**" means Pensacola International Airport located in Pensacola, Florida, as it now exists and as it may exist in the future.

"**Airport Attorney"** means the attorney or attorneys selected by the City from time to time in its sole discretion to provide legal services to the City and the Airport with respect to any matter concerning this Lease, which attorney may be the City Attorney or may be an attorney or attorneys in private practice.

"Airport Executive Director" means the person who from time to time holds the position of "Airport Executive Director" or "Interim Airport Executive Director" of the Airport. Said term shall also include any person expressly designated by the City to exercise functions with respect to the rights and obligations of the Airport enterprise.

"Airport Master Plan" means the assembly of appropriate documents and drawings addressing development of the Airport from physical, economic, social, and political jurisdictional perspectives as designated from time to time by the City and the Airport Executive Director as the Airport Master Plan. The Airport Master Plan includes, without limitation, forecasts of aviation demand, an Airport land use plan, an Airport layout plan set, an Airport approach and runway protection zone plan, a terminal area plan, an Airport access and parking plan, a staging plan, a capital improvement plan, and a financial plan.

"**Bond Resolution**" means Resolution No. 2025-53, adopted as of September 11, 2025, as it may be amended or supplemented from time to time, and any other Resolution of the City regulating or authorizing the issuance of Bonds, as amended or supplemented from time to time, other than Special Purpose Facility Bonds payable from Airport revenue.

"City" means the City of Pensacola, Florida, and any successor to the City in ownership of the Airport.

"**Common Airport Facilities"** means all facilities that are now or hereafter part of the Airport and are intended for the common use by the general public or airport users, including but not limited to approach areas, runways, public taxiways, public ramps/public aprons, public roadways, public sidewalks, navigational and aviation aids, lighting facilities, and terminal facilities.

"Company" means the lessee under this Lease as identified in the first paragraph of this Lease, and any assignee of this Lease or any portion thereof pursuant to a full or partial assignment permitted by this Lease.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

"Effective Date" means the date upon which this Lease is executed by the last Party to execute this Lease, as shown by the respective dates set forth after the places provided herein below for the Parties' execution of this Lease.

"**Environmental Laws**" means, collectively, all federal, state, water management district, and local environmental, land use, safety, and health laws, rules, regulations, and ordinances, and common law, applicable to the Airport, the Company or the Leased Premises, including, but not limited to, the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of

1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.)("CAA"); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing any environmental, safety, or health issue of or by the federal government, or of or by any state or other political subdivision thereof, or any agency, court, or body of the federal government or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions. The term Environmental Laws shall also mean and include the Airport's Spill Prevention, Control, and Countermeasure Plan ("SPCC") and all future amendments thereto and the Airport's Storm Water Pollution Prevention Plan ("SWPPP") and all future amendments thereto.

"**Event of Default**" shall have the meaning assigned in Article 17 below.

"**FAA**" means the Federal Aviation Administration of the United States government, or any federal agencies succeeding to its jurisdiction.

"Facilities" means all buildings and improvements now or hereafter existing on the Land, which presently include an office/warehouse building containing approximately 10,696 square feet divided in to five suites.

"Base Rent" means the annual rent for the Leased Premises as specified or determined in this Lease.

"Hazardous Substances" means all hazardous, toxic, or harmful substances, wastes, materials, pollutants, and contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, paint containing more than 0.5% lead by dry weight ("Lead Based Paint"), infectious substances, or raw materials which include hazardous constituents), and any other substances and materials, that are included under or regulated by Environmental Laws.

"Land" means the land within the Airport as depicted on Exhibit A attached hereto and incorporated herein by reference. Within 120 days after the Effective Date, the City, at no cost to the Company, shall cause a current survey of the Land to be prepared. Such survey, including the legal description from such survey, shall be substituted in place of Exhibit A by an administrative directive issued by the Airport Executive Director without further amendment of this Lease.

"Leased Premises" means the Land and Facilities as more particularly described in Section 2.02.

"Lease Term" shall have the meaning assigned in Section 3.01 below.

"Lease Year" means each calendar year during the Lease Term.

"Ordinary Wear and Tear" means normal deterioration of the Leased Premises or any portion thereof that occurs or would occur solely from the reasonable and intended use of thereof over time despite the timely and proper performance of reasonable routine maintenance and preventive maintenance.

"Person" means a natural person as well as any legal entity however created, including but not limited to a trust, unincorporated association, partnership, corporation, and limited liability company.

"Rent" means, collectively, the Base Rent and the Additional Rent.

"Rules and Regulations" means those ordinances, rules and regulations promulgated from time to time by the City or the Airport Executive Director governing conduct on, and operations at, the Airport or the use of any of the land and/or facilities at the Airport.

"Subsidiary" means any corporation or other entity more than fifty percent (50%) of whose outstanding stock (or other form of equity ownership) is, at the relevant time, owned by the Company or by another Subsidiary of the Company.

"**TSA**" means the Transportation Security Administration under the Department of Homeland Security of the United States government, or any federal agencies succeeding to its jurisdiction.

All defined terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in this Lease.

Section 1.02 CROSS-REFERENCES

All references in this Lease to articles, sections, and exhibits pertain to articles, sections, and exhibits of this Lease unless otherwise specified.

END OF ARTICLE

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ARTICLE 2. LEASED PREMISES

Section 2.01 **LEASED PREMISES**

For the Rent, upon the terms, and subject to the conditions set forth in this Lease, the City hereby leases and demises the Leased Premises to the Company, and the Company hereby leases the Leased Premises from the City, subject, however, to all liens, easements, restrictions and other claims and encumbrances of record, provided that such matters do not prevent the Company from conducting its business on the Leased Premises as contemplated herein.

Section 2.02 **AUTOMOBILE PARKING AREA**

Motor vehicle (including but not limited to automobiles, trucks and motorcycles) parking on the Leased Premises shall be limited solely to parking by the guests, invitees, customers, and employees of the Company or a sublessee in connection with the conduct of the business on the Leased Premises of the Company or a sublessee, as the case may be, as permitted under Article 4 below and shall be provided by the Company without charge. In no event shall the Company permit parking on the Leased Premises by the general public or by the guests, invitees, customers, or employees of the Company or a sublessee not related to the conduct of the business on the Leased Premises of the Company or a sublessee.

END OF ARTICLE

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ARTICLE 3. TERM

Section 3.01 **LEASE TERM**

Subject to compliance with the term and conditions of this Lease, the Company shall have the right to occupy and use the Leased Premises for a term of five (5) years beginning on January 1, 2026 and ending at midnight (local time) on December 31, 2030 (the "Initial Term"). The term shall automatically be extended for one additional term of five (5) years (the "Extension Term"), UNLESS either Party, in such Party's sole and absolute discretion, notifies the other Party in writing on or before January 1, 2030, that this Lease will not be extended. If the Extension Term becomes effective, this Lease shall continue on the same terms and conditions as set forth herein but excluding this Section 3.01, except that if the City determines that it would be in the best interest of the City to obtain a MAI fair market rent appraisal based on this Lease, the City may, but shall not be required to, obtain such appraisal prior to December 31, 2030, and the Base Rent for the first Lease Year of the Extension Term shall be the fair market rent determined by such appraisal. The Initial Term and the Extension Term (if effective) are referred to collectively in this Lease as the "Lease Term.". Notwithstanding the foregoing, this Lease may be terminated without cause prior to the Expiration Date by either Party upon one hundred and eighty (180) days' prior written notice to the other Party.

Section 3.02 **COMPANY'S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE**

Upon expiration of the Lease Term or earlier termination of this Lease, all of the Company's rights, authority, and privileges to use the Leased Premises, services, facilities and property of the Airport as granted herein shall automatically cease without notice to the Company except such notice, if any, as is expressly required by this Lease with respect to an earlier termination of this Lease.

Section 3.03 **SURRENDER OF LEASED PREMISES**

Upon expiration of the Lease Term or earlier termination of this Lease, the Company shall surrender the Leased Premises to the City in the same condition as at the beginning of this Lease, except for Ordinary Wear and Tear and except for (i) damage caused by an insured casualty or a condemnation for which the City is fully compensated by insurance proceeds actually received by the City and by deductible amounts actually paid by the Company to the City, with respect to an insured casualty loss, or by a condemnation award pursuant to an order of a court of competent jurisdiction or payment in lieu thereof acceptable to the City, with respect to a condemnation, or (ii) damage caused by the City or its employees, agents, or contractors.

The provisions of this Section 3.03 shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

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ARTICLE 4. USE OF LEASED PREMISES

Section 4.01 **PERMITTED USE OF LEASED PREMISES**

Continuously during the Lease Term, the Company, and any assignee or sublessee of the Company, shall use the Leased Premises solely for the purpose of operating an air cargo facility and all the following appurtenant uses:

(1) The parking and inside storage of equipment used by the Company or a sublessee for the handling of materials.
(2) The loading, unloading, handling, and storage of air freight, air express, and mail arriving or departing from the Airport.
(3) The parking of automotive vehicles, including trucks and automobiles, of employees, customers, invitees, and guests of the Company or a sublessee. Parking shall be in specifically designated parking areas allowing access to the Facilities but not allowing unauthorized access to the airfield.
(4) Notwithstanding any other provision of this Section, use of the Facilities must be directly related to the storage, transfer, forwarding, or handling of cargo (air freight, air express, and mail) or for maintenance of ground support equipment owned and operated by the Company or a sublessee.
(5) Other lawful purposes authorized in writing by the Airport Executive Director, at his or her sole and absolute discretion, except that in no event shall the Company operate, nor may the Airport Executive Director authorize the Company to operate, a fixed base operator ("FBO") business on any part of the Leased Premises.
(6) General office use directly related to the foregoing.

Without the City's prior written consent, which consent may be given or withheld in the City's sole discretion, the Company and any assignee or sublessee of the Company shall not use, nor suffer or permit others to use, the Leased Premises or any improvements thereon for any use or purpose, commercial or non-commercial, other than the specific authorized use set forth in the preceding sentence of this Section 4.01. If the Company desires to use the Leased Premises for any other purpose, the Company shall make written application to the City requesting to be allowed to use the Leased Premises for such other use, and if the City in its sole discretion approves such other use, the Company and the City shall execute a mutually agreeable amendment to this Lease setting such other permitted use, and then, but only then, shall the Company be deemed authorized to use the Leased Premises for such other use.

Section 4.02 **PROHIBITED USES**

Notwithstanding any contrary provision in this Lease and for the avoidance of doubt:

(1) Neither the Company nor any sublessee shall use, or suffer or permit the use of, the Leased Premises or any portion thereof for the storage or sale of fuel, oil, or petroleum of any kind, including but not limited to the installation, construction, or use of above-ground or below-ground storage tanks, regardless of the time period.

(2) Neither the Company nor any sublessee shall use the Leased Premises or any portion thereof to keep or store, regardless of the time period, any personal property of any nature whatsoever that is not required for the prosecution of the permitted use set forth in Section 4.01 above.

(3) Neither the Company nor any sublessee shall use the Leased Premises or any portion thereof, regardless of the time period, for the storage of Hazardous Substances; commercial in-flight catering of food or beverages, a sit-down restaurant; rental car leasing; contracting; ticketing; except as expressly permitted under Section 4.01, sales, storage, or service; the operation of a limousine, taxi, or scheduled or chartered bus concession; scheduled airline; travel insurance; or public parking (except as authorized under Section 4.01).

Section 4.03 **ADDITIONAL RESTRICTIONS**

Notwithstanding Section 4.01 or any other provision in this Lease, neither the Company nor any sublessee shall, and neither the Company nor any sublessee shall suffer or permit any of its agents, employees, directors, officers, contractors, customers, guests, guests, invitees, licensees, or representatives to:

(a) Do, suffer, or permit anything that may interfere with the effectiveness or accessibility of any drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, at any time installed or located on or within the premises of the Airport.

(b) Do, suffer, or permit anything that invalidates or conflicts with any fire or other casualty insurance policies covering the Airport or any part thereof or improvements thereon.

(c) Keep or store or suffer or permit to be kept or stored, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with applicable federal, State, and City laws and ordinances, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the Uniform Fire Code, as that Code may be amended from time to time.

(d) Do, suffer, or permit anything that may be in conflict with 14 CFR Part 139 Airport Certification as that regulation may be amended from time to time, or jeopardize the operating certificate of the Airport.

(e) Do, suffer, or permit anything that may create electrical or electronic interference with communications between the Airport and aircraft, or between aircraft and any navigational controls, whether or not located on the Airport.

(f) Do anything that may interfere with the Airport's Approach Surveillance Radar or the Airport's airspace communications.

(g) Do, suffer, or permit anything that may make it difficult for aircraft pilots to distinguish between the Airport lights and other lights, or that will or might impair visibility or otherwise endanger the landing, taking off, or maneuvering of aircraft.

(h) Do, suffer, or permit anything that may be in conflict with 49 CFR Part 1542 Airport Security or the TSA-approved security plan for the Airport.

(i) Engage in any business or activity not specifically permitted by this Lease.

Section 4.04 REMOVAL OF DISABLED AIRCRAFT

Except as otherwise agreed to in writing by the Airport Executive Director, the Company shall promptly remove any disabled aircraft that is in the care, custody, or control of the Company from any part of the Airport (other than the Leased Premises), including, without limitation, runways, taxiways, aprons, and gate positions, and place any such disabled aircraft in the Leased Premises or, in the sole discretion of the Airport Executive Director, in such storage areas as may be designated by the Airport Executive Director. The Company may store such disabled aircraft on Airport property, in a storage area on the Airport (other than the Leased Premises) designated by the Airport Executive Director, only for such length of time and on such terms and conditions as may be established by the Airport Executive Director. Nothing herein shall be deemed to limit Company's ability to store any disabled aircrafts in the Leased Premises.

If the Company fails to remove any disabled aircraft promptly, as required hereunder, the Airport Executive Director may, but shall not be obligated to, cause the removal and/or storage of such disabled aircraft, and the Company shall promptly reimburse the City for all reasonable costs of such removal and storage. Further, the Company hereby releases the City from, and agrees to indemnify, defend and hold the City harmless from and against, any and all claims, loss, liability, damages, costs and expenses, including without limitation reasonable attorney's fees, arising from or in any way connected with such removal or storage by the City, including but not limited to claims for loss of or damage to the disabled aircraft or to any other property of the owner or lessee of such aircraft or of the Company, except to the extent such damage is caused by the gross negligence or willful misconduct of the City.

Section 4.05 NON-EXCLUSIVE RIGHTS AND PRIVILEGES

Notwithstanding anything contained in this Lease that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the City herein reserves the right to grant similar privileges to one or more other operators or lessees on the Airport.

END OF ARTICLE

ARTICLE 5. RENTS, FEES, CHARGES AND SALES TAX

In consideration for the Company's use of the Leased Premises, the rights and privileges granted to the Company hereunder, and for the undertakings of City hereunder, the Company agrees to pay the City, without invoicing, notice, demand, deduction or set-off, the Base Rent, Additional Rent, fees, other charges, and sales and use tax as set forth in this Lease, as from time to time recalculated according to the procedures described below.

Section 5.01 **BASE RENT**

The initial annual base rent ("Base Rent") payable by the Company to the City shall be Ninety-Eight Thousand Nine Hundred Thirty-Eight dollars and Eight cents ($98,938.08) payable in twelve (12) equal monthly instalments of Eight Thousand Two Hundred Forty-Four dollars and Eighty-Four ($8,244.84).

Section 5.02 **BASE RENT ESCALATOR**

During the Lease Term, and subject to Section 3.01 regarding the first Lease Year of the Extension Term, the annual Base Rent for each Lease Year shall be increased over the annual Base Rent for the immediately preceding Lease Year in direct proportion to the percentage increase, if any, in the "CPI" (as hereinafter defined) for the most recent month that is more than thirty (30) days prior to the commencement of such new Lease Year for which the CPI has been published (the "New CPI") over the CPI for the same month one year earlier (the "Base CPI"). The Base Rent for the immediately preceding Lease Year shall be multiplied by a fraction, the numerator of which shall be the New CPI and the denominator of which shall be the Base CPI. The product of such multiplication shall be the new annual Base Rent for the new Lease Year. In no event, however, shall the annual Base Rent for any Lease Year be less than the annual Base Rent for the immediately preceding Lease Year, nor shall the annual Base Rent for any Lease Year be more than three percent (3%) greater than the annual Base Rent for the immediately preceding Lease Year. As used herein, "CPI" shall mean the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, 1982-84 = 100 reference base, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics of the United States Department of Labor ceases publishing the CPI or materially changes the method of its computation, components, base year, consumers whose experiences are included therein or other features thereof, a comparable index published by a governmental agency, responsible financial periodical, trade association or educational institution selected by the City, in its sole discretion, shall be substituted for the CPI and used in making the computations required herein. The City shall endeavor to notify the Company of any increase in the Base Rent under this Section at least thirty (30) days before the increase becomes effective; provided that the City's failure to notify the Company of any such increase shall not relieve the Company of its obligation to pay the full Base Rent required by this Section.

Section 5.03 **BASE RENT PAYMENT**

The annual Base Rent shall be paid by the Company to the City without invoicing, notice, demand, deduction, or set-off, in equal monthly installments payable in advance on or before the first day of each calendar month, beginning on January 1, 2026, and continuing through the remainder of the Lease Term.

Section 5.04 **OTHER RENTS, FEES AND CHARGES**

Notwithstanding any contrary provision in this Lease, the City reserves the right to charge, in addition to Base Rent, Additional Rent and other fees and charges under this Lease, such fees and charges for miscellaneous items and services, including, but not limited to, current and future taxes, fees, assessments, employee badges, landing fees and other airfield uses for the Company and/or the Company's sublessees and customers not having an airfield use permit or agreement with the City, parking charges for areas other than the Leased Premises, and airfield drivers' licenses and security classes, that are assessed by the City in connection with the ordinary use of Airport property, provided that such fees and charges shall be equally applicable to all similarly situated parties. The City shall give the Company thirty (30) days' notice prior to the institution of any new fee or charge, and any such new fee or charge hereunder shall be charged in a universal and non-discriminatory manner to all third parties authorized under the same or similar permitted use of Airport property.

Section 5.05 **MODE OF PAYMENT**

The payment of all Base Rent, Additional Rent, tax, fees, and charges that become due and payable by the Company under this Lease shall be paid to the City of Pensacola without the City invoicing the Company. Payments shall be mailed or delivered to Office of the Airport Executive Director, Pensacola International Airport, 2430 Airport Boulevard, Suite 225, Pensacola, Florida 32504, or to such other payment address as the City notifies the Company in writing. The City reserves the right to require that payment be made by wire transfer or electronic funds transfer.

Section 5.06 **LIQUIDATED DAMAGES AND INTEREST.**

If Base Rent, Additional Rent, or any other fee, charge or payment due and payable under this Lease by the Company to the City is not paid within five (5) calendar days after such Base Rent, Additional Rent, or other fee, charge or payment became due, liquidated damages equal to five percent (5%) of the amount past due shall be immediately due and payable to the City without notice as agreed upon damages, and not as a forfeiture or penalty, incurred by the City as a result of such late payment. The Parties agree that the damages actually incurred by the City will be difficult or impossible to ascertain and that five percent (5%) of the amount past due is a reasonable approximation and estimate of such actual damages. Further, any Base Rent, Additional Rent, or other fee, charge or payment due and payable under this Lease by the Company to the City that is not paid within ten (10) calendar days after its date due shall bear interest at fifteen percent (15%) per annum, or the highest rate allowed by law, whichever is less, from the date due until the date paid in full, in addition to such liquidated damages.

END OF ARTICLE

ARTICLE 6. SECURITY DEPOSIT

Concurrently with Company's execution of this Lease, Company shall deposit with the City the sum of $49,469.00 ("Security Deposit"), which shall be held by the City, without obligation for interest or segregation, as security for performance of Company's covenants and obligations under this Lease. Upon occurrence of any Event of Default by Company, the City may, but shall not be obligated to, apply such fund to any Rent arrearage or any other damage, injury, expense or liability resulting from such Event of Default. In the event that the City so applies all or any part of the Security Deposit, Company shall, within ten (10) days after City's written request, restore the Security Deposit to the full cash amount of $49,649.00. Any portion of the Security Deposit not applied to such Rent arrearage or other damage, injury, expense, or liability shall be returned by the City to Company no later than thirty (30) days after the date of termination or expiration of this Lease. The provisions of this Section shall survive any termination or expiration of this Lease.

END OF ARTICLE

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ARTICLE 7. INSURANCE AND INDEMNIFICATION

Section 7.01 **REQUIRED INSURANCE**

Prior to the Effective Date, the Company shall procure and maintain insurance of the types and to the limits specified herein, all of which shall be in full force and effect as of the Effective Date.

As used in this Article, "the City" is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents.

The Company and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Lease. The Company agrees that it will increase such minimum limits to the levels required by the City from time to time, within ninety (90) days following the receipt of written notice from the Airport Executive Director.

Insurance shall be procured from an insurer whose business reputation, financial stability, and claims payment reputation are satisfactory to the City in its sole discretion, for the City's protection only. The amounts, forms, and types of insurance required to be provided and maintained by the Company shall conform to the following minimum requirements:

Insurance Requirements of the Company				
Type				**Amount**
(1)	Worker's Compensation and Employer's Liability			Statutory $1,000,000/$1,000,000/$1,000,000
(2)	Broad Form Commercial General Liability Policy to include coverage for the following:			Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence or its equivalent with an aggregate of not less than $2,000,000
	(A)	Premises Operations		
	(B)	Independent Contractors		
	(C)	Products/Completed Operations		
	(D)	Personal Injury		
	(E)	Contractual Liability		
	(F)	Damage to Leased Premises		
(3)	Property Insurance including flood insurance for physical damage to the property of the Company, including improvements and betterments to the Leased Premises			Coverage for replacement value of property
(4)	Automobile Liability (any automobile)			Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence or its equivalent in excess of umbrella coverage, $5,000,000 per occurrence or its equivalent in excess of umbrella coverage for vehicle(s) with access to the Air Operations Area.
(5)	Airport Liability including coverage for premises, operations, products and completed operations and independent contractors.			$10,000,000 per occurrence, combined single limit, written on an occurrence form
(6)	Pollution Legal Liability for transporting or handling hazardous materials or regulated substances			$2,000,000 per occurrence, with an annual aggregate not less than $4,000,000
(7)	Environmental Impairment Liability			$2,000,000 per occurrence, with an annual aggregate not less than $4,000,000
(8)	Aircraft Liability			$10,000,000 per occurrence

Section 7.02 **POLICY ENDORSEMENTS; COPIES OF POLICIES; CERTIFICATES OF INSURANCE**

All insurance policies required by this Lease to be furnished by the Company shall be endorsed to provide that the insurance carrier shall give the City written notice at least thirty (30) days in advance of any cancellation, nonrenewal, or adverse change or restriction in coverage.

Each policy of property insurance shall be endorsed to name the City as an Additional Insured and Loss Payee, as its interest may appear, and each policy of liability insurance shall be endorsed to name the City as an Additional Insured. In addition, this Lease and the Leased Premises shall be separately listed on each insurance policy.

Within five (5) days after the Effective Date (but in any event prior to the Company being permitted to take possession of any portion of the Leased Premises), and thereafter within five (5) days after the City's written requests from time to time, the Company shall furnish true and complete copies of all of the Company's insurance policies, forms, endorsements, jackets, and other items forming a part of, or relating to, all policies of insurance carried or required by this Lease to be carried by the Company with respect to the Leased Premises.

In addition, within five (5) days after the Effective Date (but in any event prior to the Company being permitted to take possession of any portion of the Leased Premises), and thereafter within five (5) days after the City's written requests from time to time, the Company shall provide to the City Certificates of Insurance evidencing all insurance carried or required by this Lease to be carried by the Company with respect to the Leased Premises. Each Certificates of Insurance shall provide that the insurance carrier shall give the City written notice least thirty (30) days in advance of any cancellation, nonrenewal, or adverse change or restriction in coverage. The City shall be named on each Certificate of property insurance as an Additional Insured and Loss Payee, as its interest may appear, and on each Certificate of liability insurance as an Additional Insured. In addition, this Lease and the Leased Premises shall be separately listed on each Certificate. Certificates of property insurance shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, the most current ACORD 28 form. Certificates of liability insurance shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, the most current ACORD 25 form. Any wording on a Certificate that would make notification to the City of cancellation, nonrenewal, or adverse change or restriction in coverage an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's authorized agent or employee. The name and address of the City on each policy and certificate of insurance required by this Lease shall be: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. In addition, a copy of each Certificate of Insurance shall be sent to Pensacola International Airport, Attn: Manager of Properties, 2430 Airport Boulevard, Suite 225, Pensacola, Florida 32504.

The Company shall immediately replace any cancelled, adversely changed, restricted, or non-renewed policies with new policies acceptable to the City and shall provide to the City copies of all such new policies, as well as Certificates of Insurance regarding the new policies, prior to the effective date of such cancellation, nonrenewal, adverse change, or restriction. If the City determines at any time that it lacks sufficient proof, in its sole discretion, that all insurance policies, forms, endorsements, jackets, and other items forming a part of, or relating to, all policies of

insurance required by this Lease to be carried by the Company are fully paid and in full force and effect, the Company shall, upon instructions from the City, cease all operations under the Lease until directed by the City, in writing, to resume operations. The Company's required insurance coverages shall be considered primary for all purposes, and all other insurance shall be considered as excess, over and above the Company's coverages. Notwithstanding the primary coverage responsibility of the Company, the Company shall protect the indirect and direct interests of the City by at all times promptly complying with all terms and conditions of its insurance policies, including without limitation timely and complete notification of claims. All written notices of claims made to carriers that relate to the use, damage, impairment, or condition of the Leased Premises shall be copied to the City's Department of Risk Management at the following address: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. An additional copy shall be sent to Pensacola International Airport, Attn: Manager of Properties, 2430 Airport Boulevard, Suite 225, Pensacola, Florida 32504.

Section 7.03 INSURANCE OF THE COMPANY PRIMARY

The insurance coverage required of the Company shall be considered primary, and all other insurance shall be considered as excess, over and above the Company's required coverage.

Section 7.04 LOSS CONTROL AND SAFETY

The Company shall retain control over its employees, agents, servants, contractors, customers, guests, and invitees, as well as its and their activities on and about the Leased Premises and the manner in which such activities shall be undertaken; to that end, the Company shall not be deemed to be an agent of the City. Precaution shall be exercised by the Company at all times regarding the protection of all persons, including employees, and property. The Company shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

Section 7.05 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers that have a current A.M. Best rating of no less than A-: X.

Section 7.06 HOLD HARMLESS

The Company, for itself and its successors and assigns, shall, and does hereby, covenant and agree to FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS the City and its elected officials, employees, officers, directors, volunteers, consultants, contractors, and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, arbitration awards, judgments, regulatory actions, lawsuits, administrative actions, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death, environmental remediation and damage, and property damage, made upon or suffered or incurred by the City or any other indemnified person or entity directly or indirectly arising out of, resulting from, or related to any breach or default by the Company under this Lease, or the activities, acts, or omissions of the Company, its successors or assigns, including any of its or their respective agents, officers, directors, representatives, employees, consultants, contractors or subcontractors, and their respective officers, agents, employees, directors, and representatives under this Lease or

at or within the Airport. The indemnity provided for in this Section shall not apply to any liability resulting from the negligence or willful misconduct of the City, its officers, or employees.

The City shall, upon notice thereof, transmit to the Company every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein.

Section 7.07 PAYMENT ON BEHALF OF THE CITY

The Company agrees to pay on behalf of the City, and to provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims or other actions or items described in Section 7.06, "Hold Harmless." Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Section 7.08 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method, conditions, limitations, or restrictions of preserving, asserting, or enforcing any claim or legal liability against the City. This Article shall in no way be construed as a waiver, in whole or in part, of the City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

Section 7.09 LIMITATION OF LIABILITY

In no event shall either Party, its employees, agents, or contractors be liable under this Lease to the other Party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either Party was advised of the possibility of such damages.

END OF ARTICLE

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ARTICLE 8. COMMON AIRPORT FACILITIES; INSPECTION OF FACILITIES

Section 8.01 USE OF COMMON AIRCRAFT FACILITIES

The City hereby grants to the Company, and to the Company's sublessees, agents, employees, customers, guests, and invitees, the following general, nonexclusive privileges, uses, and rights, subject to the Rules and Regulations, the payment of all applicable fees and charges, and the terms, conditions, and covenants of this Lease:

(a) The general, non-exclusive use by the Company, in common with all other users or the general public, as the case may be, of all Common Airport Facilities; provided that such use is in compliance with the Rules and Regulations and all applicable federal, state, and local court orders, statutes, laws, rules, regulations, and ordinances and provided that the Company and the Company's sublessees, agents, employees, customers, guests, and invitees, as the case may be, apply for and receive, in the City's sole discretion, all required permits and badges.

(b) The right of ingress to and egress from the Leased Premises over and across public roadways serving the Airport for the Company, its agents, employees, customers, guests, invitees, suppliers of services, furnishers of materials, and permitted sublessees/sublicensees.

The privileges, uses, and rights granted or permitted under this Article shall be exercisable only if and to the extent necessary in connection with the Company's business on the Leased Premises permitted under Article 4 above.

Section 8.02 COMPLIANCE

The rights and privileges granted pursuant to Section 8.01 above shall be exercised subject to and in accordance with all laws (including without limitation all Environmental Laws), ordinances, Rules and Regulations, and Airport policies of the United States, the State of Florida, Escambia County, the City of Pensacola and the Airport, including without limitation the Rules and Regulations, and all applicable charter provisions, rules, regulations, and ordinances of the City, now in force or hereafter prescribed or promulgated.

Section 8.03 INSPECTION OF FACILITIES AND IMPROVEMENTS

The City reserves the right to enter the Leased Premises during normal business hours with reasonable prior notice to the Company, unless in the event of an emergency in which event no prior notice is required, for the purpose of inspecting same or verifying that Environmental Laws, Rules and Regulations, fire, safety, and sanitation regulations, and other applicable laws, rules and regulations, as well as the provisions contained in this Lease, are being adhered to by the Company. During its presence in the Leased Premises, the City shall make reasonable efforts to avoid undue interference with the Company's operations. Provided that the Company receives adequate prior notice of the City's entry into the Leased Premises, the Company shall use its best efforts to guide, direct, and inform the City's representatives of conditions, situations, and actions that could or might result in loss, injury or damages.

END OF ARTICLE

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ARTICLE 9. ACCEPTANCE AND CONDITION OF LEASED PREMISES

THE COMPANY HAS INSPECTED AND EXAMINED ALL OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION THE FACILITIES (AS DEFINED HEREINABOVE) AND ALL OTHER BUILDINGS, STRUCTURES, IMPROVEMENTS, FACILITIES, PAVEMENT, AND INFRASTRUCTURE.

THE COMPANY HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY LEASES THE LEASED PREMISES, INCLUDING ALL PORTIONS, PARTS, AND COMPONENTS THEREOF, TO THE COMPANY, AND THE COMPANY ACCEPTS THE LEASED PREMISES FROM THE CITY, "*AS IS, WHERE IS AND WITH ALL FAULTS*" WITHOUT ANY REPRESENTATION OR WARRANTY OF THE CITY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF ANY KIND WHATSOEVER, AND SUBJECT TO ALL DEFECTS, LATENT AND PATENT. FURTHER, THE CITY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE CONDITION OF THE LEASED PREMISES AND ALL PORTIONS THEREOF, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, HABITABILITY, AND TENANTABILITY. THE COMPANY ACKNOWLEDGES AND AGREES THAT THE CITY HAS MADE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE CONDITION OF THE LEASED PREMISES OR ANY PORTION THEREOF, OR THE SUITABILITY OF THE LEASED PREMISES OR ANY PORTION THEREOF FOR ANY PARTICULAR USE OR PURPOSE (INCLUDING WITHOUT LIMITATION THE AUTHORIZED, PERMITTED AND REQUIRED USES SET FORTH IN ARTICLE 4 ABOVE) AND THAT THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES OR ANY PORTION THEREOF UNLESS EXPRESSLY SET FORTH IN THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CITY SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE LEASED PREMISES OR ANY PART THEREOF, AND THE CITY SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO THE COMPANY FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY THE COMPANY OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE LEASED PREMISES OR ANY PART THEREOF.

THE COMPANY'S TAKING POSSESSION OF THE LEASED PREMISES SHALL BE CONCLUSIVE EVIDENCE OF THE COMPANY'S ACCEPTANCE THEREOF IN AN "AS IS" CONDITION AND THAT THE COMPANY DEEMS THE LEASED PREMISES SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE BEING LEASED.

THE COMPANY AGREES THAT NO REPRESENTATIONS REGARDING THE CONDITION OF THE LEASED PREMISES AND NO PROMISES TO IMPROVE THE SAME,

EITHER BEFORE OR AFTER THE EXECUTION HEREOF, HAVE BEEN OR WILL BE MADE BY THE CITY OR ITS AGENTS TO THE COMPANY.

END OF ARTICLE

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ARTICLE 10. CONSTRUCTION BY THE COMPANY

Section 10.01 **GENERAL REQUIREMENTS**

The Company shall not construct, alter, remodel, renovate, remove, or demolish improvements on the Leased Premises (including but not limited to hangars, offices, shops, and pavement) without the prior written approval of the City, which approval may be given or withheld in the City's sole discretion.

In the event that the Company desires to construct, alter, remodel, renovate, remove, or demolish any improvements on the Leased Premises, it shall submit to the Airport Executive Director plans and specifications and a construction time schedule for such work prepared by Florida-registered architects and engineers, such other information and documents as may be required by the Airport Executive Director. The Company shall reimburse the City immediately upon demand for the actual and reasonable out-of-pocket expenses incurred by the City to review and act upon the Company's request, which expenses may include without limitation the reasonable fees and expenses of architects, engineers, attorneys and other professionals. The Airport Executive Director may approve or disapprove the requested work in his or her sole and absolute discretion. The Airport Executive Director shall have thirty (30) days after receipt of such plans and specifications and other requested information and documents to approve or disapprove such work. Such work shall be deemed disapproved if the Airport Executive Director fails to deliver to the Company written approval or disapproval of such work within such 30-day period.

The Company shall not commence any such work unless and until the City, through the Airport Executive Director, has given its written approval of such work, and the Company has provided to the Airport Executive Director the payment and performance bonds required herein below.

Company shall be solely responsible for payment of all hard and soft costs of such work, and, prior to commencement of any work on the Leased Premises Company shall provide City with reasonably satisfactory evidence of Company's ability to pay the costs of such work as and when due.

Further, prior to the commencement of any such work, the Company shall procure and provide to the Airport Executive Director any and all additional approvals of such work and/or the plans and specifications for such work required by any federal, state, water management district, county, or municipal government, or authority, agency, officer ,department, or subdivision thereof, having jurisdiction with respect to such work, and shall obtain and provide to the Airport Executive Director any and all requisite development, building and construction licenses, orders, permits, and approvals. The Company shall be solely responsible for obtaining and paying the costs of obtaining all required licenses, orders, permits, and approvals for such work.

All such work shall strictly conform to the plans and specifications, construction timetable (to the extent reasonably practical) and other documentations submitted to the City by the Company; all conditions and requirements imposed by the City as a condition of its approval, including but not limited to permissible days and hours of construction and compliance with applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including but not limited to the Rules and

Regulations and the federal Americans with Disabilities Act and regulations thereunder. In no event shall the approval of the Airport Executive Director required by this Article be deemed to be any approval or acknowledgement by the City that such work or any plans, specifications, or other information or documentation submitted to the Airport Executive Director complies or will comply with applicable laws, codes, ordinances, rules, and regulations, including but not limited to those of the City of Pensacola, and shall not relieve Company from obtaining all required governmental authorizations, permits and approvals, including but not limited to authorizations, permits and approvals required by the ordinances, codes, rules and regulations of the City of Pensacola, all of which shall be obtained prior to the commencement of such work. In no event shall the issuance of any permit or approval by the City be deemed to constitute the approval of the Airport Executive Director required by this Article. Further, neither the Airport Executive Director, the Airport, nor the City, by reason of the Airport Executive Director's giving his/her approval of such work, assumes any liability or responsibility therefor or for any defects in such plans and specifications or for any defects in any of such work.

Upon the commencement of any work permitted under this Article, Company shall thereafter diligently and continuously prosecute such work to completion within a reasonable time. Company shall cause all work on the Leased Premises to be performed and constructed by appropriately licensed contractors, with good quality, new materials, in a good and workmanlike manner, and pursuant to valid building permits. All improvements (expressly excluding, however, movable office furniture and trade fixtures, and trade equipment) installed or constructed on the Leased Premises by the Company shall be deemed to be the sole property of the City and a part of the real estate owned by the City, and shall remain upon and be surrendered with the Leased Premises upon the expiration or termination of this Lease. Company shall indemnify, defend and hold City free and harmless from and against any and all liabilities, claims, demands, lawsuits, administrative proceedings, loss, and damages or any kind, including but not limited to attorneys' fees and costs, arising out of any work done or material supplied to the Leased Premises by or at the request of Company.

Section 10.02 **CONSTRUCTION REQUIREMENTS**

Promptly after receipt of all approvals by the Airport Executive Director required by this Lease and the issuance of all permits and approvals required by all federal, state, and local governmental units and agencies having jurisdiction (including but not limited to the City), the Company shall proceed with construction of the approved and permitted improvements. Work shall not be performed on days or at times other than those approved in writing by the Airport Executive Director, notwithstanding any applicable City ordinance or other applicable law or rule.

The Company shall construct all improvements and additions to the Leased Premises at its own expense. , If the Airport Executive Director does approve the improvement plans, and the Company thereafter constructs the improvements, the improvements shall be commissioned and constructed at the Company's sole initiative and behest, and nothing herein shall be construed as a direct, indirect, or implied authorization by City to the Company to construct the improvements, or as an agreement by City to be responsible for paying for the improvements, and neither the Leased Premises, and in no event shall the City's interest in said Leased Premises or any

improvements constructed thereon be subjected to any construction lien, statutory or otherwise, for any improvements constructed by the Company hereunder.

Should the Company construct improvements, alterations, or additions without fulfilling its obligations hereunder, the Company shall remove said improvements, alterations, or additions if so directed by the City, and shall do so at its own expense and within the time limits specified.

The City shall, at any period during construction of the Company's improvements, alterations, or additions, have the right, but not the obligation, to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions, for conformance with the applicable standards set forth in this Lease, provided that no such inspection shall be deemed to constitute consent to or approval of any such work, and provided further that no such inspection shall unreasonably interfere with the construction work.

Immediately upon completion of any improvements, alterations, or additions, the Company shall submit to the City (1) “as-built plans and specifications”, (2) a copy of the final, unconditional certificate of occupancy Or final local government inspection and approval, and (3) a detailed, certified statement from the construction contractor (s), architect (s), and engineer(s) specifying the total construction costs, both hard costs such as building contractor and material costs and soft costs such as architect fees, financing costs, bond costs, letter of credit fees, attorney fees to review and negotiate construction contracts and resolution of construction issues and for loan closing, and design and closing costs, but excluding debt service.

END OF ARTICLE

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ARTICLE 11. LIENS PROHIBITED

Notwithstanding any other provision of this Lease, the City's fee simple estate and interest in the Leased Premises shall not be subject to any lien, statutory or otherwise, by reason of any improvements constructed or altered upon, removed from, or demolished on the Leased Premises or work, labor, services or materials performed upon or supplied to the Leased Premises, by or upon the order or request of the Company or its agents, employees or contractors, or any sublessee of the Company, or anyone acting by, through or under the Company, whether or not such work was approved by the City or the Airport Executive Director. The Company shall include written notice of the foregoing in all contracts for the furnishing of labor, services or materials to or on the Leased Premises. All persons performing labor or service or furnishing materials to the Leased Premises on the order of the Company must look solely to the Company for payment. The Company shall keep the Leased Premises and improvements free from any construction liens, mechanics liens, vendors liens or any other liens or claims arising out of any work performed, materials furnished or obligations incurred by or at the request of the Company or its employees, contractors, or anyone acting by, through or under the Company, all of which liens and claims are hereby expressly prohibited, and the Company shall defend, indemnify and hold the City harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by the City in connection with any such lien, claim or action. In addition to complying with all requirements of Article 10 above, before commencing any work of any kind on or to the Leased Premises, the Company shall give the City at least ten (10) business days' written notice of the proposed work and proposed commencement date in order to afford the City an opportunity to post appropriate notices of non-responsibility. In the event that any claim or lien shall be recorded against the Leased Premises or improvements in violation of this Article, and such claim or lien shall not be removed (by bonding over or otherwise) or discharged within thirty (30) days of filing, the City shall have the right but not the obligation (1) to pay and discharge said lien without regard to whether such lien shall be lawful or correct, and to receive reimbursement therefor from the Company within five (5) days after delivery of written demand to the Company, or (2) to require that the Company promptly deposit with the City in cash, lawful money of the United States, one hundred fifty percent (150%) of the amount of such claim, which sum may be retained by the City until such claim shall have been removed of record or until judgment shall have been rendered on such claim and such judgment shall have become final, at which time the City shall have the right to apply such deposit in discharge of said judgment, claim, or lien (including interest and penalties, if any) and any costs, including reasonable attorneys' fees and costs, incurred by the City, and shall remit the balance thereof, if any, to the Company; provided that if the amounts held by the City are insufficient to pay such judgment, claim, lien, and costs in full, the Company shall pay such shortfall within five (5) days after delivery of written demand to the Company. The City shall have the right to execute and record in the public records of Escambia County, Florida, a notice of the provisions of this Article meeting the requirements of Section 713.10, Florida Statutes.

END OF ARTICLE

ARTICLE 12. MAINTENANCE AND REPAIR

Section 12.01 **TRIPLE NET LEASE**

This Lease constitutes a triple net lease of the Leased Premises and, notwithstanding any language herein to the contrary, it is intended and the Company expressly covenants and agrees that all Base Rent, Additional Rent, and other payments herein required to be paid by the Company to the City shall be absolutely net payments to the City, meaning that, during the Lease Term, the City is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the use, occupancy, operation, maintenance, preservation, repair, restoration, protection, or insuring of the Leased Premises, or any part thereof, notwithstanding any contrary provision in this Lease.

Section 12.02 **COMPANY RESPONSIBILITIES**

Notwithstanding the provisions of any previous lease of any of the Leased Premises or any previous course of dealing, course of performance, or understanding between the City and the Company, the Company shall, throughout the Lease Term, maintain in good condition and repair, and make all repairs and replacements to, the Leased Premises and all portions and components thereof, including without limitation all buildings, improvements, pavement, equipment, fencing, landscaping, irrigation, foundations, utility lines, doors, locks, windows, ceilings, partitions, walls, interior and exterior lighting, roofs, drainage installations, curbs, islands, sidewalks, driveways, parking areas and shall be solely and entirely responsible for all costs and expenses for, related to or arising out of the use, operation, repair, maintenance and replacement of the Leased Premises, and all portions and components thereof, including but not limited to, the Facilities, , all buildings, improvements, pavement, equipment, fencing, landscaping, irrigation, foundations, utility lines, doors, locks, windows, ceilings, partitions, walls, interior and exterior lighting, roofs, drainage installations, curbs, islands, sidewalks, driveways, and parking areas, whether such repair, maintenance or replacement be ordinary, extraordinary, structural, non-structural, or otherwise. Additionally, without limiting the foregoing, the Company shall:

(a) At all times perform routine maintenance and preventive maintenance of the Leased Premises, the Facilities, and all buildings, improvements, and pavement on the Leased Premises and all components thereof and maintain all of the foregoing in a good and clean condition, repair and preservation;

(b) Replace or substitute any fixtures, equipment and components that have become inadequate, obsolete, worn out, unsuitable, or undesirable with replacement or substitute new fixtures, equipment and components of equal or greater value, free of all liens and encumbrances, that shall automatically become a part of the buildings and improvements;

(c) At all times keep the Leased Premises' grounds, pavement, and exterior of the Leased Premises, its buildings and improvements, fixtures, landscaping, equipment, and personal property in a maintained, clean, and orderly condition and appearance;

(d) Provide, and maintain in good working order, all obstruction lights and similar devices, fire protection and safety equipment, and all other equipment of every kind and nature

required for the Leased Premises by applicable Rules and Regulations, laws, rules, orders, ordinances, resolutions, or regulations of any competent authority, including the City and the Airport Executive Director;

(e) Observe all insurance regulations and requirements concerning the use and condition of the Leased Premises for the purpose of reducing fire hazards and increasing the safety of the Company's operations on the Airport;

(f) Repair any damage to any portion of the Airport or Airport property caused by the Company, its employees, agents, sublessees, licensees, contractors, suppliers, guests, or invitees, including but not limited to damage resulting from any oil, gasoline, grease, lubricants, flammable liquids, or substances having a corrosive or detrimental effect ;

(g) Comply with the Airport's Storm Water Pollution Prevention Plan and Spill Prevention, Control, and Countermeasure plan and take measures to prevent erosion, including, but not limited to, the planting and replanting of grass on all unpaved or undeveloped portions of the Leased Premises; the planting, maintaining, and replanting of any landscaped areas; the designing and constructing of improvements on the Leased Premises; and the preservation of as many trees as possible, consistent with the Company's construction and operations;

(h) Be responsible for the maintenance and repair of all utility services lines upon or serving the Leased Premises, including, but not limited to, water and gas lines, electrical power and telephone conduits and lines, sanitary sewers, and storm sewers;

(i) Keep and maintain all vehicles and equipment operated on the Airport by the Company in safe condition, good repair, and insured as required by this Lease;

(j) Replace broken or cracked plate glass, paint/repaint structures upon the Leased Premises, and, where applicable, mow the grass, and keep landscaped areas weeded; and

(k) Provide and use suitable covered metal receptacles for all garbage, trash, and other refuse; assure that boxes, cartons, barrels, or similar items are not piled in an unsightly, unsafe manner on or about the Leased Premises; provide a complete and proper arrangement, satisfactory to the Airport Executive Director, for the adequate sanitary handling and disposal away from the Airport, of all trash, garbage, and refuse resulting from operation of the Company's business.

Section 12.03 SAFE, CLEAN AND ORDERLY OPERATION

During the Lease Term, the Company shall maintain all portions of the Leased Premises, including but not limited to the Facilities, in a safe, clean, and neat condition, and not permit any accumulation of wreckage, debris, or trash. The Company shall provide for complete, proper, and adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, waste and other refuse caused as a result of the Company's operations and shall provide and use suitable covered metal receptacles, as approved by the Airport Executive Director, for all trash, garbage, and other refuse on or about the Leased Premises. The Company shall not pile boxes, cartons, carts, drums, or the like on the outside of the buildings, or dump any waste matter of any nature,

in a liquid state or otherwise, on the Leased Premises nor suffer or permit contamination of the City's sewers or the Airport's drainage system.

The Company agrees to promptly install, without cost or expense to the City, any other device or devices for the handling and disposition of refuse and all manner of waste (liquid or otherwise) as may reasonably be required by the City or the Airport Executive Director from time to time of all Airport tenants, including the Company.

Should the Company fail to comply with the terms and conditions of this Article within a period of thirty (30) days following written notice of such failure, or for those items that cannot be reasonably cured within 30 days, the Company does not commence cure such failure within such 30-day period and thereafter diligently and continuously prosecutes such cure to completion, the City reserves the right to take any action to cure said failure. Should the City take action to cure failures, the Company shall pay to the City an amount equal to the City's cost for such actions plus a twenty-five percent (25%) administrative charge. Said payment is Additional Rent and shall be made on or before the 10th day of the following month.

Section 12.04 **OTHER SERVICES**

At its own expense the Company shall provide interior and exterior painting, janitorial, security, trash removal and all other services necessary or desirable for the operation of the Company's business on the Leased Premises permitted under Article 4 above.

Section 12.05 **QUARTERLY CONDITION SURVEYS**

The City's Airport Properties Manager, together with a representative of the Company may, at the City's option, inspect the Leased Premises quarterly to observe and note its condition, cleanliness, and existing damage and to determine required repairs and maintenance, provided that such inspections do not materially interfere with the Company's use of the Leased Premises. Neither the City's inspection of the Leased Premises nor the City's failure to inspect the Leased Premises shall relieve the Company of any of its obligations under this Lease or applicable law.

Section 12.06 **ADEQUACY OF COMPANY'S MAINTENANCE PERFORMANCE**

The adequacy of the Company's performance of its obligations under this Article shall be determined by the Airport Executive Director, whose reasonably exercised judgment shall be conclusive; provided that the Airport Executive Director's failure to notify the Company of any deficiencies in the Company's performance or to enforce any of the Company's obligations under this Lease shall not relieve the Company of any of its obligations under this Lease or applicable law. In the event that the Company refuses or fails to commence any maintenance, repair or replacements within thirty (30) days after written notice from the Airport Executive Director and thereafter diligently pursue the same to completion or, in the event of exigent circumstances, such lesser time as the Airport Executive Director specifies in such written notice, then and in any such event the City shall have the right, but not the obligation, to perform such maintenance, repair or replacement on behalf of and for the Company. The costs of such maintenance, repair or replacement, plus twenty-five (25%) percent for administration, shall be reimbursed by the Company to the City no later than 30 days following receipt by the Company of written demand from the City for same.

Section 12.07 **UTILITIES**

The Company shall, at no cost to the City, arrange for all utilities necessary to serve the Leased Premises and promptly pay when due all the utilities costs incurred with respect to the Leased Premises. The Company shall pay or cause to be paid any and all charges for water, heat, gas, electricity, sewer, telephone, internet, cable, and any and all other utilities used on the Leased Premises throughout the Lease Term, including, but not limited to, any connection fees and any and all additional third party costs related to utility connection, metering, maintenance, repair, and usage.

The Company shall be responsible for the maintenance and repair of all exterior telephone, internet, cable, water, gas, sewer, and electrical utility lines required for the Leased Premises commencing at the point(s) where said utilities enter upon the Leased Premises. The City shall have no obligations related to said maintenance and repair. The Company shall coordinate any required maintenance and repair with the appropriate utility company and the office of the Airport Executive Director.

The City reserves to itself the right, at its expense, to install, maintain, repair, replace, or remove and replace water and sewer pipes, electrical lines, cable lines, internet lines, gas pipes, and any other utilities or services located on the Leased Premises as necessary or appropriate, in the City's judgment, to make such utilities available to the City or other tenants, together with the right to enter the Leased Premises at all reasonable times in order to accomplish the foregoing, provided, however, that (i) the City shall take reasonable precautions to avoid the disruption of the Company's authorized activities; (ii) the alteration and additions after installation do not lessen the utilities previously available to the Company; (iii) the City and/or the ultimate user of such utilities will be responsible to repair and maintain such utilities; and (iv) such utilities will be separately metered for different users.

Throughout the Lease Term, the Company shall not render any utility lines inaccessible.

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Section 12.08 **UTILITIES SUPPLY OR CHARACTER**

The City shall not be liable in any way to the Company for any failure or defect in the supply or character of electrical energy, internet service, cable service, gas, water, sewer, or other utility service furnished to the Leased Premises by reason of any requirement, act, or omission of the City in its capacity as a utility provider or of any public utility providing such service or for any other reason. The City shall have the right to shut down electrical and other utility services to the Leased Premises when necessitated by safety, repairs, alterations, connections, upgrades, relocations, or reconnections or for any other reason with respect to any such utility system regardless of whether the need for such utility work arises with respect to the Leased Premises or any other facility at the Airport, without incurring any liability therefor to the Company. Whenever reasonable under the circumstances, the City shall give the Company not less than two (2) days' prior notice of any such utility shutdown. The City shall not be liable to the Company for any losses, including the loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the Leased Premises.

END OF ARTICLE

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ARTICLE 13. TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY

Section 13.01 **TITLE TO IMPROVEMENTS**

Title to all buildings, structures, pavement, and other improvements presently existing upon the Leased Premises or any part thereof is vested solely in the City, and the City is and shall remain the sole owner of all such improvements. Any attempted conveyance, transfer, or assignment by the Company of any improvements owned by the City, whether voluntary, by operation of law, or otherwise, shall be void and of no effect.

Title to all buildings, structures, pavement, and other improvements constructed or installed on the Leased Premises by the Company during the Lease Term, including but not limited to additions and accessions to and modifications of any improvements, shall become vested in the City immediately and automatically upon completion thereof, without notice to the Company or any action by the City. Notwithstanding the foregoing, the City may, in its discretion, require the Company to remove any or all of such improvements constructed by the Company from the Leased Premises upon expiration of the Lease Term or earlier termination of this Lease; provided, however, that the City must give the Company notice of such election at the time that the City approves of such improvements. In the event the City so elects, then prior to the termination or expiration of the Lease, the Company shall remove such improvements at the Company's sole cost and risk, in compliance with all applicable laws and regulations and shall restore the Leased Premises to the condition that existed prior to the construction of same. Further, and in any event, should the Company fail to undertake such removal, the City may undertake such removal, dispose of such Improvements, and restore the Leased Premises to their prior condition, all at the Company's expense, and the Company shall promptly reimburse the City upon demand for all removal, disposal, and restoration costs actually incurred by the City, plus an administrative fee equal to twenty-five percent (25%) of such actual costs. The provisions of this Section shall survive the expiration of the Lease Term or the earlier termination of this Lease.

Section 13.02 **TITLE TO PERSONAL PROPERTY**

Except as otherwise provided in this Section 13.02, all trade fixtures and equipment and other business personal property installed or placed by the Company, at its sole expense, in the Leased Premises that can be removed without structural damage to the Leased Premises or any other City-owned property shall remain the property of the Company, subject, however, to the provisions of this Section 13.02, unless otherwise provided in subsequent agreements between the Company and the City. The Company shall have the right at any time during the Lease Term and prior to its expiration or earlier termination of this Lease to remove any and all of said property from the Leased Premises provided that at the time of removal there exists no Event of Default hereunder or any event or state of facts which with the giving of notice or lapse of time, or both, would constitute an Event of Default. The Company shall promptly repair or pay for all damages, if any, resulting from such removal. All City property damaged by or as a result of removal of the Company's property by the Company shall promptly be restored at the Company's expense to substantially the same condition as, or better condition than, it was prior to such damage.

Notwithstanding the foregoing, any and all property not removed by the Company prior to the expiration of the Lease Term or the earlier termination of this Lease shall become a part of the

land upon which it is located and title thereto shall automatically vest in the City without notice to the Company or any action by the City. The City reserves the right to remove and dispose of any or all of such property not removed by the Company prior to the expiration of the Lease Term or earlier termination of this Lease, without any liability or obligation to the Company, and if such removal is accomplished by the City within the 90-day period following expiration of the Lease Term or earlier termination of this Lease, as the case may be, such removal by the City shall be at the Company's expense, and the Company shall reimburse the City for such expenses promptly upon demand. During the time that any such property of the Company remains on the Leased Premises and until the expiration of such 90-day period or the removal of such property, whichever first occurs, the Company shall continue to pay Rent on that portion of the Leased Premises that the City is not reasonably able to re-let due until such property is removed at the per square foot rental rate in effect on the expiration of the Lease Term or earlier termination of this Lease, as the case may be.

The provisions of this Section shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

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ARTICLE 14. ENVIRONMENTAL COMPLIANCE

Section 14.01 **ENVIRONMENTAL LAWS**

The Company shall, at all times, abide by all Environmental Laws applicable to, concerning, or arising from the Company's actions or inactions resulting directly or indirectly from its occupancy, use, or lease of the Leased Premises, including, without limitation, state and federal laws regulating storm water runoff contamination and pollution prevention, numeric nutrient criteria requirements, state and federal laws regulating soil, water, and groundwater quality, and state and federal laws regulating air quality. Prior to the beginning of any Lease Term, the Company shall identify in writing to the Airport Executive Director and its Fire Department all Hazardous Substances that are or may be used in the course of its occupation of the Leased Premises. This list shall be updated by Company in March of each year and include quantities of materials stored on the Leased Premises. The City shall have the right to inspect the Leased Premises at any reasonable time to ensure compliance with Environmental Laws and the provisions of this Article.

The City, acting through its Airport Executive Director, has the right to limit or prohibit the amount of Hazardous Substances used and/or stored on the Leased Premises.

The Company shall comply with the Airport's Spill Prevention, Control, and Countermeasure plan and Storm Water Pollution Prevention Plan and all amendments thereto irrespective of whether it has its own Spill Prevention, Control, and Countermeasure plan or Storm Water Pollution Prevention Plan. The Company shall not, directly or indirectly, allow the disposal or discharge of Hazardous Substances on the Leased Premises or other Airport property.

Section 14.02 **REMEDIATION OF ENVIRONMENTAL CONDITIONS**

If an environmental condition occurs during the Lease Term that requires assessment or remediation, the City shall perform such assessment or remediation at the Company's sole cost and expense, and the Company shall pay or reimburse to the City the reasonable cost of such assessment or remediation promptly upon demand and shall release, indemnify, defend, and hold the City harmless in accordance with Article 7 and shall comply with all other terms of this Lease. Notwithstanding anything to the contrary set forth herein, the Company's obligations under Section shall not apply in the event that such environmental condition was caused by the City or another user or occupant of the Airport.

Section 14.03 **ENVIRONMENTAL REPORTS**

The Company promptly shall provide to the Airport Executive Director, on an ongoing basis and as updates are required, copies of all Company environmental permits and reports related to the Leased Premises, as well as any notices, orders, decrees, citations, or inspection reports issued by environmental regulatory authorities.

Section 14.04 **SURVIVAL OF OBLIGATIONS**

The obligations of this Article shall survive the expiration, termination, and full or partial assignment of this Lease, as well as the sublease of all or any portion of the Leased Premises.

END OF ARTICLE

ARTICLE 15. SUBORDINATION OF AGREEMENT AND RIGHT OF RECAPTURE

Section 15.01 SUBORDINATION TO AGREEMENTS WITH THE UNITED STATES

This Lease shall be subordinate to the provisions of any existing or future obligation to or agreement with the United States of America relating to the Airport. Should the effect of such obligation or agreement be the taking of a material portion of the Leased Premises, or a substantial alteration or destruction of the commercial value of the leasehold interest granted herein, the City shall not be held liable therefor but, in such event, the Company, as its sole and exclusive remedy, may cancel this Lease upon one-hundred twenty (120) days' written notice to the City. Notwithstanding the foregoing, the City agrees that, in the event it becomes aware of any such proposed or pending obligation, agreement or taking, the City shall endeavor in good faith to give reasonable notice thereof to the Company and to attempt to minimize, to the extent reasonable in the City's judgment, the adverse consequences to the Company.

Section 15.02 SUBORDINATION TO BOND RESOLUTION

This Lease shall be subject and subordinate to the provisions of the Bond Resolution and all future amendments thereto and replacements thereof.

END OF ARTICLE

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ARTICLE 16. SECURITY

Section 16.01 **GENERAL**

The Company shall comply with all rules, regulations, statutes, orders, directives or other mandates of the United States, the State of Florida, Escambia County, and the City of Pensacola, including without limitation the Rules and Regulations, as they relate to Airport security requirements. The Company understands that the Airport is required to maintain an Airport Security Plan in compliance with Title 49 CFR Part 1542 and the Company shall comply with the Airport's security plan as it now exists or as it may be amended in the future and as it applies to the Company, the Leased Premises or its operations or activities on the Airport, and shall take such steps as may be necessary or as directed by the City to ensure that employees, agents, contractors, suppliers, guests and invitees observe these requirements.

Section 16.02 **AIRPORT ACCESS LICENSE/PERMIT**

The City reserves the right to establish a licensing or permit procedure for vehicles requiring access to the Airport operations area and to levy directly against the Company or its contractors or suppliers a reasonable regulatory or administrative charge for issuance of such Airport access license or permit.

END OF ARTICLE

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ARTICLE 17. EVENTS OF DEFAULT; REMEDIES; TERMINATION

Section 17.01 **COMPANY EVENTS OF DEFAULT**

The occurrence of any one or more of the following events (each such event being referred to in this Lease as an "Event of Default") shall constitute a material default and breach of this Lease by the Company:

(a) The Company fails to make any monetary payment required to be made by the Company hereunder, within three (3) days after the date when due; or

(b) The Company fails to observe, keep, or perform the terms, covenants, agreements, and conditions of any of Articles 4, 6, 7, 10, 19, or 23, or Sections 21.03 or 26.24 of this Lease; or

(c) The Company fails to observe or perform any covenant, condition or provision of this Lease to be observed or performed by the Company, other than as described in subparagraph (a) or (b) above or subparagraphs (d), (e), (f), (g), or (h) below, and such failure shall continue for a period of thirty (30) days after written notice thereof by the City to the Company; provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its remedy or cure, then such 30-day period shall be extended for up to thirty (30) additional days provided that the Company begins such remedy or cure within such 30-day period and thereafter diligently and continuously prosecutes such remedy or cure to completion within such additional 30-day period; or

(d) The Company files a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered in an involuntary bankruptcy case filed against the Company; or the Company seeks or consents to or acquiesces in the appointment of any trustee, custodian, receiver or liquidator of itself or of all or any part of its assets or any interest therein; or the Company shall make a general assignment for the benefit of its creditors; or the Company commits any act providing grounds for the entry of an order for relief under any chapter of the federal bankruptcy code; or

(e) A petition or case is filed against the Company seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, custodian, receiver or liquidator of the Company or of all or any part of its assets or any interest therein, and such petition, case or appointment is not dismissed within sixty (60) days after such filing or appointment; or

(f) The Company fails to comply with the Airport's Spill Prevention, Control, and Countermeasure Plan or Storm Water Pollution Prevention Plan and all amendments thereto; or

(g) The Company abandons all or any material part of the Company's business on the Leased Premises permitted under Article 4 above or ceases to conduct all or any material part of the Company's business at the Leased Premises permitted under Article 4 above for forty-five (45) days during any period of ninety (90) consecutive days; or

(h) The Company, its assignees, sublessees, contractors or subcontractors, employs or contracts with, for work or services performed on or from the Leased Premises, any unauthorized alien as described by Section 274(e) of the federal Immigration and Nationalization Act.

Section 17.02 **REMEDIES.**

Upon the occurrence of any Event of Default, the City may at any time thereafter, with or without notice or demand (except as expressly specified in Section 17.01 above or elsewhere in this Lease), and without limiting the City in the exercise of any right or remedy that the City may have by reason of such Event of Default:

(a) Terminate the Company's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and the Company shall immediately surrender possession of the Leased Premises to the City. In such event the City shall be entitled to recover from the Company all damages incurred by the City by reason of the Company's default, including but not limited to the cost of recovering possession of the Leased Premises; expenses of re-letting, including necessary renovation and alteration of the Leased Premises, reasonable attorney's fees and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of (i) the amount of unpaid Rent and other unpaid amounts under this Lease which had been earned at the time of termination, (ii) the unpaid Rent and other amounts under this Lease which would have been earned after termination until the time of award, and (iii) the amount of unpaid Rent and other amounts which would have been earned under this Lease after the time of award until the last day of the original Lease Term, had this Lease not have been terminated; in all cases less the amount of rent received by City from any reletting of the Premises or any portion thereof. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from the due date at the greater of five percent (5%) per annum or the legal rate applicable to money judgments entered by the courts of the State of Florida. The worth at the time of award of the amount referred to in clause (iii) above shall be computed by discounting such amount at a reasonable discount rate based upon all relevant circumstances existing at the time of the award.

(b) Without terminating this Lease, enter and repossess the Leased Premises, remove the Company's property and signs therefrom, and re-let the same for such rent and upon such terms as shall be satisfactory to the City without such re-entry and repossession working a forfeiture of the Rent and other amounts to be paid and the covenants to be performed by the Company during the remaining Lease Term. For the purpose of such re-letting, the City shall be entitled to make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient, and the City shall be entitled to recover from the Company the cost of such repairs, changes, alterations and additions; the expenses of such re-letting; and the difference in value between the Rent and other amounts which would be payable by the Company hereunder for the

remainder of the Lease Term and the value of the rent and other amounts to be realized from such re-letting.

(c) Maintain the Company's right to possession, in which case this Lease shall continue in effect whether or not the Company shall have abandoned the Leased Premises. In such event the City shall be entitled to enforce all of the City's rights and remedies under this Lease, including the right to recover Rent and other amounts as they become due hereunder.

(d) Pursue any other remedy now or hereafter available to the City at law or in equity under the laws or judicial decisions of the State of Florida, including without limitation any right or remedy available to a creditor under the Uniform Commercial Code.

Section 17.03 **RIGHTS AND REMEDIES OF THE CITY CUMULATIVE**

All rights and remedies of the City herein created or otherwise existing or arising at law or in equity by reason of any Event of Default are cumulative, and the exercise of one or more rights or remedies shall not operate to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently, whenever and as often as deemed desirable. Further, failure by the City to take any authorized action upon the occurrence of an Event of Default shall not be construed to be or act as a waiver of said Event of Default or of any subsequent Event of Default. The City's acceptance of Base Rent, Additional Rent or other amounts or payments by the Company for any period or periods after the occurrence of an Event of Default shall not be deemed a waiver of such Event of Default or a waiver of or estoppel to enforce any right or remedy on the part of the City arising or existing by reason of such Event of Default.

END OF ARTICLE

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ARTICLE 18. HOLDING OVER

It is agreed and understood that any holding over by the Company with the City's written consent after the termination of this Lease, shall not serve to renew and extend this Lease but shall operate and be construed as a tenancy from month-to-month, subject to all terms and conditions of this Lease, including without limitation all Rent provisions.

In the event that the Company holds over without the City's written consent, then such holding over shall not serve to renew and extend this Lease but shall operate and be construed as a tenancy at sufferance subject to all terms and conditions of this Lease except that the Company agrees to pay to the City, as monthly Rent during such period of holding over, for such Leased Premises for each month until the Company completely vacates the Leased Premises, the sum of (i) two hundred percent (200%) of the Base Rent that would otherwise be payable under this Lease, including without limitation applicable taxes and (ii) all Additional Rent and other fees and charges required by this Lease or by City ordinance to be paid by the Company.

Notwithstanding the foregoing, the Company shall be liable to the City for all loss and damage suffered or incurred by the City as a result of such holding over without the City's consent, whether such loss or damage may be contemplated at this time or not.

END OF ARTICLE

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ARTICLE 19. ASSIGNMENT AND SUBLEASE

Section 19.01 **LEASE ASSIGNMENT**

The Company shall not assign this Lease or the Company's interest in or to the Leased Premises, or any part thereof, without first having obtained the City's prior written consent in the City's sole and absolute discretion ; provided, however, that this section shall not require the City's consent to the assignment of this Lease in its entirety to any corporation or other entity with which the Company may merge or to an Affiliate or Subsidiary. Without limiting the foregoing, City shall be entitled to deny a requested assignment of this Lease in the event that at the time of such request or on the effective date of such assignment there then exists any uncured Event of Default or any event or state of facts which with notice or the lapse of time, or both, would constitute an Event of Default. Further, the City may, in its sole and absolute discretion, condition its consent to any such assignment upon changes in any terms or conditions of this Lease, including but not limited to changes in the changes in the Rent and other fees and charges payable by the lessee hereunder and may also condition its consent to any such assignment upon the Company's payment to the City of an assignment approval fee acceptable to the City in its sole and absolute discretion, determined on the basis of such factors as the City deems relevant in its sole and absolute discretion, which factors may include, without limitation, the City's estimate of the consideration to be received by the Company in respect of such assignment. Any transfer of Control of the Company and any transfer of more than fifty percent (50%) of the equity ownership of the Company, whether such transfer of Control or equity ownership occurs pursuant to a single transaction or a series of related transactions, shall be deemed to be an assignment of this Lease for purposes of this Section.

In the event that the Company requests permission to assign this Lease in whole or in part, the request shall be submitted to the Airport Executive Director not less than forty-five (45) days prior to the proposed effective date of the assignment requested, and shall be accompanied by a copy of the proposed assignment agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other information requested by the Airport Executive Director: the identity and contact information of the proposed assignee, whether the requested assignment is a full or partial assignment of this Lease, a statement of the entire consideration to be received by the Company by reason of such assignment, any requested change to the terms of this Lease, including but not limited to the type of business to be conducted on the Leased Premises by the proposed assignee, and reasonable financial history and financial information of the proposed assignee.

Section 19.02 **LEASED PREMISES SUBLEASE**

The Company shall not sublet the entire Leased Premises, regardless of the time period, without having first obtained the City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Without limiting the generality of the foregoing, the City may deny a requested sublease in the event that at the time of such request or on the effective date of such sublease there then exists any uncured Event of Default or any event or state of facts that with notice or the lapse of time, or both, would constitute an Event of Default.

In the event that the Company requests permission to sublet the Leased Premises in whole, the request shall be submitted to the Airport Executive Director not less than forty-five (45) days prior

to the proposed effective date of the sublease requested, and shall be accompanied by a copy of the proposed sublease agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other information requested by the Airport Executive Director: the identity and contact information of the sublessee, a statement of the entire consideration to be received by the Company by reason of such sublease (including but not limited to sublease rent and other fees and charges payable by the sublessee), the type of business to be conducted on subleased premises by the sublessee, and reasonable financial history and financial information of the sublessee.

For purposes of this Section 19.02 and Section 19.03 below, "sublease" and related terms shall include, without limitation, any sublease, license, or agreement, regardless of how denominated, that permits a third party to occupy or use all or any part of the Leased Premises other than those persons who use the Leased Premises in the ordinary course of Company's business for the use permitted under Article 4 above.

Section 19.03 CONSUMMATION OF ASSIGNMENT OR SUBLEASE

The City's consent for the assignment or sublease for which the City's consent is required shall be only by a written instrument in form and substance satisfactory to the Airport Executive Director and the Airport Attorney, which shall be executed by the City, the Company, and the assignee or sublessee who shall agree, in writing, for the benefit of the City, to be bound by and to perform all the terms, covenants, and conditions of this Lease. Four (4) executed copies of such written instrument shall be delivered to the City. to comply with the provisions of this Article shall serve to prevent any such transfer, assignment, or sublease from becoming effective (such attempted transfer, assignment, or sublease being void *ab initio*) and shall constitute an Event of Default by the Company without the necessity of any notice to or right to cure by the Company, notwithstanding any contrary provision in this Lease.

The Company agrees and acknowledges that it shall remain fully and primarily liable for all obligations of lessee under this Lease, notwithstanding any full or partial assignment of this Lease or any sublease of all or any portion of the Leased Premises.

Receipt by the City of rents, fees or any other payment from an assignee, sublessee, or occupant of the Leased Premises shall not be deemed as consent to any assignment or sublease, as a waiver of any covenant in this Lease against assignment and subletting, as acceptance of the assignee, sublessee, or occupant as a tenant, or as a release of the Company from further observance or performance of the covenants contained in this Lease. No provision of this Lease shall be deemed to have been waived by the City, unless such waiver is in writing, signed by the Airport Executive Director.

END OF ARTICLE

ARTICLE 20. DAMAGE OR DESTRUCTION OF LEASED PREMISES; TAKING BY EMINENT DOMAIN

Section 20.01 **LEASED PREMISES -- DAMAGE OR DESTRUCTION**

If at any time during the continuance of this Lease, the Leased Premises shall be substantially destroyed or injured by fire or other casualty, including but not limited to damage making the Leased Premises unfit for full occupancy and use by the Company or any sublessee of the Company or damage such that twenty-five percent (25%) or more of the total floor area of the Facilities is rendered unfit for occupancy and use, then either Party shall have the option, upon written notice given to the other Party within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon giving of such notice this Lease shall be terminated as of the date of such destruction or injury, and all insurance proceeds shall be paid to the City. If neither the City nor the Company so terminate this Lease, (1) this Lease shall remain in full force and effect, and the Company shall not be entitled to surrender possession of the Leased Premises; provided, however, that the Company's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to the Company resulting from such destruction or injury until full use and occupancy is restored to the Company; (2) the City shall repair the damage to the improvements existing as of the Effective Date if and to the extent that insurance proceeds and the insurance deductible paid to City by Company are available and sufficient to pay for such repairs; and (3) the Company shall repair the damage to all improvements constructed by Company with all reasonable speed at least to the extent of the value and as nearly as possible to the character and quality of the building and improvements existing immediately prior to such occurrence.

Section 20.02 **TAKING BY EMINENT DOMAIN**

In the event that the Leased Premises or any portion thereof shall be taken for public or quasi-public use or condemned under eminent domain, the Company shall not be entitled to claim or have paid to the Company any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of the Company, and the Company hereby relinquishes and assigns to the City any rights to such damages; provided, however, that nothing herein contained shall be construed to prevent the Company from asserting against the condemn or any separate claim for damages to the Company occurring by reason of said condemnation, including without limitation loss or damage to leasehold improvements, personal property, business, fixtures, goodwill, cost of removing fixtures or equipment or loss of future profits.

In the event of any such taking or condemnation referred to in the preceding paragraph, then if and when there is an actual taking, in whole or in part, of physical possession of the Leased Premises which shall render the Leased Premises unfit for the use and occupancy by the Company or any sublessee of the Company substantially as used and occupied prior to such taking, either Party may terminate this Lease. The Leased Premises shall be deemed to be unfit for use by the Company or any sublessee, as the case may be, if the area of the portion thereof remaining after such taking is less than sufficient to accommodate the operations carried on by the Company or such sublessee, as the case may be, just prior to such taking. If either Party elects to terminate this Lease as provided above, it shall give written notice to the other Party within thirty (30) days after

the later of (a) the entry of the final order of court authorizing the taking or appropriation or the date of settlement, as the case may be, or (b) the taking of physical possession by the condemner. In the event there is a partial taking of the Leased Premises, but this Lease is not terminated as herein provided, then this Lease shall continue in full force and effect without abatement or reduction in Rent.

END OF ARTICLE

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ARTICLE 21. FEDERAL, STATE, AND LOCAL REGULATIONS

Section 21.01 COMPLIANCE WITH RULES AND REGULATIONS

The Airport Executive Director is charged with administering the provisions of this Lease and is authorized from time to time to promulgate and enforce such Rules and Regulations and policies as the Airport Executive Director deems necessary. All such Rules and Regulations and policies so promulgated shall not be inconsistent with any legally authorized rule or regulation of the FAA, or any other federal or State of Florida agency, which is binding in law on the Company, as the same now are or may from time to time be amended or supplemented, nor inconsistent with the reasonable exercise by the Company of any right or privilege granted under this Lease.

The Company shall not, and the Company shall not suffer or permit any of its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, subtenants, invitees, or suppliers to, violate or to cause another person to violate any of the Rules and Regulations.

Section 21.02 COMPLIANCE WITH LAW

Neither the Company nor any sublessee shall use the Airport or any part thereof or knowingly permit the same to be used by any of their respective employees, officers, agents, subtenants, contractors, invitees, or licensees for any illegal purposes.

At all times during the Lease Term, the Company and each sublessee shall, in connection with its activities and operations at the Airport:

Comply with and conform to all applicable current and future statutes, ordinances, and regulations of all federal, state, and local governmental entities and agencies of competent jurisdiction that apply to or affect, either directly or indirectly, the Company or any sublessee or the operations and activities of the Company or any sublessee under this Lease or any sublease. Without limiting the generality of the foregoing, the Company and each sublessee shall comply with the United States of America, United States Department of Homeland Security, United States Citizenship and Immigration Services E-Verify in order to implement the legal requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated thereunder that may be applicable as a result of activities conducted by the Company.

Subject to the prior written approval of the Airport Executive Director, make, at its own expense, all improvements, repairs, and alterations to the Leased Premises and all buildings and improvements thereon and to its equipment and personal property that are required to comply with or conform to any of such statutes, ordinances, or regulations.

Regarding the City, be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of the Company hereunder.

The Company and each sublessee, for itself and its successors and assigns, shall, and does hereby,

covenant and agree to FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS the City and its elected officials, employees, officers, directors, volunteers, and representatives, individually and collectively, from and against any and all penalties, fines, and demands of any kind (including but not limited to costs of investigation, attorneys' fees, court costs, and expert fees) arising out of the acts or omissions of the Company or any sublessee resulting in any alleged violation of any rule, regulation, statute, order, directive, or mandate of the United States, the State of Florida, Escambia County, or the City of Pensacola, including but not limited to any alleged violation of Title 49 CFR Part 1542, "Airport Security", and any other or successor or amended regulations related to Airport security.

Section 21.03 **COMPLIANCE WITH ENVIRONMENTAL LAWS**

At all times during the Lease Term, the Company shall not cause, permit or allow any Hazardous Substances to be placed, stored, dumped, dispensed, released, discharged deposited, used, transported or located on any portion of the Premises; provided, however, that quantities of such Hazardous Substances may be used or stored by Company on the Leased Premises in the ordinary course of business on the condition that such quantities and the use thereof are:

(a) Identified in the Hazardous Substances listing described in Section 17.01,

(b) Permitted by or are exempt from applicable governmental regulations, and

(c) Are transported, stored and utilized in accordance with applicable governmental regulations and the best practices of the Company's industry.

To the extent caused by or resulting from the acts of the Company, its agents, servants, employees, or contractors, Company agrees that it shall, to the extent necessary to bring the Leased Premises into compliance with any and all applicable Environmental Laws regarding Hazardous Substances and clean-up thereof, investigate and promptly (but in any event within the time period permitted by applicable Environmental Laws) clean up Hazardous Substances found in, on, under, around, or within any portion of the Leased Premises and, with respect to such matters as described herein for which Company is responsible, to remediate the Leased Premises, and to pay for all reasonable clean-up and remediation costs at no cost to the City. All clean-up and remediation shall be performed to meet pre-existing conditions, and in no instance shall clean-up or remediation or related agreements with state or federal regulators include restrictions placed on the use of the Leased Premises or any part thereof.

Company shall perform Environmental Reporting required under this Section as described in Section 14.04.

Section 21.04 **NONDISCRIMINATION**

As a condition of the use and occupancy of the Airport and its facilities, the Company shall be subject to the following:

(a) In the event that facilities are constructed, maintained, or otherwise operated in or on the space assigned to the Company for a purpose for which a U.S. Department of Transportation

(DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Company shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, CFR, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended from time to time.

(b) No person on the grounds of race, color, national origin, sex, or physical handicap, religion, or ancestry shall be excluded by the Company from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities assigned to the Company.

(c) In the construction of any improvements on, over, or under the space assigned to the Company, and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, or physical handicap shall be excluded by the Company from participating in, denied the benefits of, or otherwise be subject to discrimination.

(d) The Company shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, CFR, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended.

(e) The Company shall insert the substance of the provisions of the Section 21.05 in any lease, sublease, assignment, agreement, or contract by which the Company grants a right or privilege to any person, firm, or corporation to render accommodations or services to the public on the Company's Leased Premises.

(f) The Company shall fully indemnify, defend, and hold harmless the City, its elected representatives, officers, agents, volunteers, and employees from and against all penalties, fines, demands, fees, costs and expenses of any kind (including, but not limited to, costs of investigation, attorney fees, court costs, and expert fees) arising out of any act or omission of the Company, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under the Company's direction and control, resulting in alleged violations of any rule, regulation, statute, order, directive or other mandate of the United States, the State of Florida, Escambia County or the City of Pensacola, including without limitation the Rules and Regulations and Title 49 CFR Part 1542, "Airport Security," and any successor regulations related to Airport security.

(g) If the City incurs any such fines, penalties, fees, costs or expenses imposed by Federal, state, county, or municipal authorities as a result of the acts or omissions of the Company, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the Company shall promptly upon demand pay or reimburse the City, as Additional Rent, for all such costs and expenses.

Section 21.05 **BREACH OF NONDISCRIMINATION**

In the event of a breach of any of the nondiscrimination covenants set forth above, the City will have the right to terminate this Lease and the Company's right to use Airport services and facilities and to re-enter and repossess the space and the Facilities thereon that had been assigned to the Company, and hold the same as if such assignment had never been made. This provision regarding

termination of the Company's rights to use Airport services and facilities shall not become effective until the procedures of Title 49, CFR, Part 21 are followed and completed, including the expiration of appeal rights, by either the Company or the City.

Section 21.06 **FAIR AND EQUAL FURNISHING OF SERVICES**

As a condition of the use of Airport services and facilities, the Company shall furnish its accommodations or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. In the event of noncompliance with this section, the City may terminate this Lease and the Company's right to use Airport services and facilities.

Section 21.07 **AFFIRMATIVE ACTION PROGRAM**

As a condition of the use of Airport services and facilities, the Company and each sublessee shall comply with Title 14, CFR, Part 152, Subpart E, "Nondiscrimination in Airport Aid Program as amended from time to time."

Section 21.08 **MINORITY BUSINESS ENTERPRISE**

As a condition of its use of Airport services and facilities, the Company and each sublessee shall comply with the requirements of Title 49, CFR, Part 23, "Participation by Minority Business Enterprise in Department of Transportation Programs" as amended from time to time.

Section 21.09 **RIGHTS OF THE FEDERAL GOVERNMENT**

Any use of Airport services and facilities by the Company shall be subject to whatever right the U.S. government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

Section 21.10 **LICENSES AND PERMITS**

The Company and each sublessee shall obtain in a timely manner and thereafter maintain in full force and effect during the Lease Term all licenses, permits and other approvals required by the federal, state, county, and municipal authorities in order to engage in the business of the Company or such sublessee on the Leased Premises as permitted under Article 4 above.

Section 21.11 **NONEXCLUSIVE RIGHTS**

It is understood and agreed that nothing herein contained shall be construed to grant the Company or any sublessee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, the Company shall have the right to exclusive possession of the Leased Premises leased to the Company under the provisions of this Lease.

END OF ARTICLE

ARTICLE 22. TAXES

Section 22.01 **PAYMENT OF TAXES**

The Company and each sublessee shall pay all taxes that may be levied upon, assessed, or charged the Company or such sublessee on its personal property located on the Airport by the United States, the State of Florida or any of its political subdivisions, Escambia County, or the City and shall obtain and pay for all licenses and permits required by law.

Section 22.02 **REAL PROPERTY TAXES**

The Company shall be responsible for all real property taxes applicable to the Leased Premises during the Lease Term. If any such taxes payable by the Company shall cover any period of time prior to or after the expiration of the Lease Term, the Company's share of such taxes shall be equitably prorated to cover only the period of time within the tax year during which this Lease shall be in effect, and the City shall reimburse the Company to the extent required. If the Company shall fail to pay any such taxes, the City shall have the right, but not the obligation, to pay the same, in which case the Company shall repay such amount to the City with the Company's next Base Rent installment, together with interest at the highest rate allowed by law.

Section 22.03 **DEFINITION**

As used herein the term "real property taxes" shall mean all ad valorem and non-ad valorem taxes and assessments (including interest and penalties thereon) which are imposed against any legal or equitable interest of the City or the Company in the Leased Premises or any portion thereof by the City, Escambia County, or the State of Florida or by any school, agricultural, lighting, fire, mosquito control, water, drainage or other improvement, benefits or tax district thereof, and which are collected by the Escambia County, Florida, Tax Collector, together with any tax imposed in substitution, partially or totally, of any tax previously included within the definition of “real property taxes” and any additional tax the nature of which was previously included within the definition of “real property taxes”.

Section 22.04 **CONTEST**

The Company may contest in good faith the legal validity or amount of any taxes, assessments, or charges for which the Company is responsible under this Lease and may institute such proceedings as the Company considers necessary. If the Company protests any such tax, assessment or charge, the Company may withhold or defer payment or pay under protest but shall indemnify and hold the City and the Leased Premises harmless from and against any claim or lien against the City or the Leased Premises arising out of the Company's failure to pay the contested taxes, assessments or charges.

Section 22.05 **PERSONAL PROPERTY TAXES**

The Company shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of the Company contained in the Leased Premises. When possible, the Company shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the Land and Leased Premises. If any of the Company's said personal property shall be assessed with the Land

or Leased Premises, the Company shall pay the taxes attributable to the Company within ten (10) days prior to the delinquency date for payment of such taxes.

END OF ARTICLE

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ARTICLE 23. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES

Company shall not encumber by mortgage or other security instrument, by way of collateral assignment, or otherwise, Company's interest in this leasehold estate without the prior written consent of City in its sole discretion, and any such encumbrance made without City's prior written consent shall be void and of no force or effect. In no event shall City be required to encumber or subordinate City's fee simple estate in the Leased Premises.

Provided that City has given its prior written consent to such encumbrance and that Company's lender who has been granted a lien on or security interest in the Company's leasehold estate in the Leased Premises ("Lender") has provided City written thereof, including Lender's address for receipt of notices:

(a) Lender shall have the right:

1. To do any act or thing required of Company hereunder and all such acts or things done and performed shall be as effective to prevent a forfeiture of Company's rights hereunder as if done by the Company; and

2. To realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security documents (hereinafter sometimes collectively referred to as "foreclosure sale") or to acquire by deed-in-lieu, and to transfer, convey, or assign the title of Company to the leasehold estate created hereby to any purchaser at any such foreclosure sale or transfer from Lender if Lender acquires by a deed-in-lieu and to acquire and succeed to the interest of Company hereunder by virtue of any such foreclosure sale or deed-in-lieu.

(b) In the event of a default by the Company under this Lease, the rights of City may not be exercised until written notice of such default is delivered to Lender, or to the person or firm designated by any such Lender, by written notice to City, to accept such notices, and any applicable cure period has expired. Lender shall have the same notice and cure rights as are provided to Company under this Lease, except that Lender shall have the right to cure a monetary default as described in Section 17.01(a) within ten (10) days from delivery of said notice.

(c) Lender shall not be liable to the City as an assignee of this Lease unless and until such time as such Lender shall acquire the rights of Company hereunder through foreclosure or other appropriate proceedings in the nature thereof, or by deed-in-lieu, or as a result of any other action or remedy provided for by such mortgage, or which may otherwise be provided by law.

(d) No modification or voluntary surrender by the Company of this Lease shall be made without the consent of Lender if Lender has requested such authority to consent by written notice delivered to City.

(e) The City agrees to provide an estoppel certificate upon written request of Lender acknowledging that (to the extent true and noting any exceptions) this Lease is in full force and effect; that there are no defaults that exist under the Lease; that the Rent is current; and such other matters as Lender may reasonably require.

(f) Notwithstanding the foregoing, the ultimate transferee of Company's leasehold estate under the Lease, in the event of foreclosure, deed-in-lieu or otherwise, is subject to the written approval of the City, such approval not to be unreasonably withheld, conditioned or delayed. As a minimum, such ultimate successor must be able to demonstrate sufficient financial ability to conduct the operations permitted under Article 4 above and have at least five (5) years' experience in the operation of a business of a similar size and offering similar services as that conducted by the Company under this Lease as permitted under Article 4 above.

END OF ARTICLE

DRAFT

ARTICLE 24. AIRPORT DEVELOPMENT RIGHTS

The City reserves the right to further develop or improve all areas within the Airport, including landing areas, as the City may determine in its sole discretion to be in the best interests of the Airport, regardless of the desires or views of the Company, and without interference or hindrance from the Company; provided that such development or improvement shall not unreasonably interfere with the Company's use of the Leased Premises for the purposes stated herein.

Except as may be required by this Lease or any other agreement between the parties, the City reserves the right, but shall not be obligated to the Company, to keep and repair all areas, including landing areas, of the Airport.

END OF ARTICLE

DRAFT

ARTICLE 25. GENERAL PROVISIONS

Section 25.01 **ACKNOWLEDGMENT**

The Parties hereto acknowledge that they have thoroughly read this Lease, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of their rights and obligations hereunder. The Parties further acknowledge that this Lease is the result of extensive negotiations between the Parties and shall not be interpreted against the City by reason of the preparation of this Lease by the City.

Section 25.02 **AUTHORITY OF THE AIRPORT EXECUTIVE DIRECTOR**

The Airport Executive Director or his designee may exercise all rights and obligations of the City under this Lease, unless otherwise specifically provided in this Lease or required by law.

Section 25.03 **CAPACITY TO EXECUTE**

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting hereunder.

Section 25.04 **COMPLIANCE WITH TITLE 14, CFR PART 77**

The Company agrees to comply with the notification and review requirements covered in Title 14, CFR, Part 77, "Objects Affecting Navigable Airspace*,"* in the event that future construction of a building is planned for the Leased Premises, or in the event of any planned modification or alteration of any existing or future building or structure situated on the Leased Premises. Further, the Company shall conduct its operations within the Leased Premises in compliance with Title 14, CFR, Part 77.

Section 25.05 **DELIVERY OF NOTICES**

Any notices permitted or required by this Lease shall be in writing and delivered personally or sent by registered or certified U. S. mail, postage prepaid, or by courier service, such as FedEx or UPS. Any such notice shall be deemed to have been delivered to and received by the addressee (i) upon personal delivery to the Company's address below between 9:00 a.m. and 5:00 p.m. on any business day (i.e., any day other than a Saturday, Sunday, or a federally-designated official holiday), (ii) the next business day after deposit with a courier service such as FedEx or UPS, or (iii) five (5) business days after deposit in the U. S. mail.

Notices to the City shall be addressed to:

Airport Executive Director
City of Pensacola
Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

Notices to the Company shall be addressed to:

Aero Pensacola, LLC
c/o Aeroterm
19115 Lee Road, Suite 226
Humble, TX 77338

The parties may from time to time designate, in writing, changes to the addresses stated.

Section 25.06 **EMPLOYEES OF THE COMPANY**

The Company and each sublessee shall require all of its employees, subcontractors, and independent contractors hired working in view of the public to wear clean and neat attire and to display appropriate identification. Employees of the Company or a sublessee shall obtain identification badges from the City if required to do so by the Airport Executive Director. The Company shall be responsible for paying the cost of TSA-required employee background checks and badging.

Section 25.07 **ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the City and the Company, and all prior and contemporaneous agreements and understandings, written as well as oral, are hereby superseded. The Company agrees that no representations or grants of rights or privileges shall be binding upon the City unless expressed in writing in this Lease.

Section 25.08 **ESTOPPEL AGREEMENTS**

By requesting an estoppel agreement from the City, the Company agrees to reimburse the City for its actual and reasonable out-of-pocket costs for consultants, attorneys, and experts to evaluate the request, to advise the City with respect thereto, and/or to review or prepare appropriate documents.

Section 25.09 **FORCE MAJEURE**

Neither the City nor the Company shall be deemed to be in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these circumstances shall not excuse the Company from making, as and when due, any monetary payment required under this Lease or by the Rules and Regulations, including but not limited to Base Rent, Additional Rent, airport rentals, fees, and charges, Taxes under Article 22, and insurance premiums.

Section 25.10 **GENDER**

Words of either gender used in this Lease shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

Section 25.11 **General Interpretation**

Insofar as this Lease grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by the Company, such use or the doing of such act or thing by the Company is to be in connection with the operation of its business as permitted by Article 4. Each of the Parties, however, has entered into this Lease solely for its own benefit; and (without limiting the right of either Party to maintain suits, actions, or other proceedings because of breaches of this Lease) this Lease does not grant to any third person (excepting a successor party to the City or the Company) a right to claim damages or bring any suit, action, or other proceeding against either the City or the Company because of any breach hereof.

Section 25.12 **Governing Law**

The laws of the State of Florida shall govern this Lease and all disputes arising hereunder, with venue in Escambia County, Florida.

Section 25.13 **Headings**

The headings of the articles and sections of this Lease are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Lease and shall not be construed to affect in any manner the terms and provisions of this Lease or its interpretation.

Section 25.14 **Incorporation of Exhibits**

All exhibits referred to in this Lease are intended to be and hereby are specifically incorporated and made a part of this Lease.

Section 25.15 **Incorporation of Required Provisions**

The Parties hereto incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

Section 25.16 **Invalid Provisions**

In the event that any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either the City or the Company in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

Section 25.17 **Nonliability of Individuals**

No director, officer, agent, elected official, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Lease or because of any breach hereof or because of its or their execution or attempted execution.

Section 25.18 **Noninterference with Airport Operations**

The Company, by executing this Lease, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that might interfere with the landing and

taking off of aircraft at the Airport or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the City reserves the right to enter the Company's Leased Premises and cause the abatement of such interference or hazard at the expense of the Company.

Section 25.19 **NOTICE OR CONSENT**

Any notice or consent required herein to be obtained from or given by the City (or the Airport Executive Director) may be given by the Airport Executive Director unless otherwise provided.

Section 25.20 **NONWAIVER**

The acceptance of rentals, fees, and charges by the City for any period or periods after a default of any of the terms, covenants, and conditions contained herein to be performed, kept, and observed by the Company shall not be deemed a waiver of any right on the part of the City to terminate this Lease.

Section 25.21 **OTHER LAND AND BUILDINGS EXCLUDED**

It is agreed and understood that this Lease and any exhibit hereto is not intended to provide for the lease of any building, land, space, or area or to set any rental rates for any building, land, space, or area other than that specifically described herein.

Section 25.22 **PATENTS AND TRADEMARKS**

The Company represents that it is the owner of, or fully authorized to use, any and all services, processes, machines, articles, marks, names, or slogans used by it in its operations under, or in connection with, this Lease. The Company shall indemnify, defend and hold harmless the City, its elected officials, employees, volunteers, representatives and agents from and against any loss, liability, damage, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of the Company's operations under or in connection with this Lease.

Section 25.23 **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.

Section 25.24 **MANDATORY USE OF E-VERIFY SYSTEM**

In compliance with the provisions of F.S. 448.095, the Parties 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. The Company shall cause each sublessee to register with and use such E-Verify system.

Section 25.25 **RESERVATIONS RE: AIRSPACE AND NOISE**

The City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as maybe inherent in the operation of aircraft, now or hereafter used, for navigation of or flight in the said airspace or for landing on, taking off from, or operating on the Airport.

The City reserves the right to establish permissible noise levels for the Airport environs area and hours of material noise generating activities.

Section 25.26 **REMEDIES TO BE NONEXCLUSIVE**

All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City at law or in equity (to the extent not inconsistent with the express provisions hereof) and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Section 25.27 **RIGHTS RESERVED TO THE CITY**

Nothing contained herein shall impair the right of the City to exercise its governmental and legislative functions. This Lease is made subject to the Constitution and laws of the State of Florida and to the provisions of the Airport Improvement Program grants and other grants issued or applicable to the Airport or its operation. The provisions of such grants, insofar as they are applicable to the Company's business on the Leased Premises, the terms and provisions of this Lease, or the Leased Premises, shall be considered a part hereof to the same extent as though copied herein at length to the extent, but only to the extent that the provisions of any such agreements are required generally by the United States at other civil airports receiving federal funds. To the best of the City's knowledge, nothing contained in such laws grants conflicts with the express provisions of this Lease.

Section 25.28 **SIGNS**

The installation and operation of identifying signs, posters, and graphics on the Leased Premises are subject to the prior written approval of the Airport Executive Director. Such signs shall be substantially uniform in size, type, and location with those of other tenants, and consistent with the City's graphics standards and the Airport Rules and Regulations, and in compliance with all applicable laws and ordinances. The signs are for the purpose of assigning Airport users with wayfinding. Signs that constitute advertising are prohibited and will not be approved.

Sign(s) and location(s) may be changed and altered from time to time with the written approval of the Airport Executive Director, said approval not to be unreasonably denied or delayed. At the expiration of the Lease Term or earlier termination of this Lease the Company, upon written request from the City, shall remove, at the Company's expense, all lettering and signs so erected on the Leased Premises.

Section 25.29 **SUCCESSORS AND ASSIGNS**

The provisions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, that this provision shall in no way whatsoever alter the restriction herein regarding assignment and sublease by the Company.

Section 25.30 **TRIAL BY JURY**

THE PARTIES TO THIS LEASE DESIRE TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL OF ANY DISPUTES ARISING HEREUNDER. THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND FOR THEIR SUCCESSORS, HEIRS AND PERMITTED ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS OF INJURY OR DAMAGES, BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE AND/OR THE RELATIONSHIP WHICH ARISES HEREUNDER. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS KNOWINGLY, FREELY, AND VOLUNTARILY GIVEN, IS DESIRED BY ALL PARTIES, AND IS IN THE BEST INTEREST OF ALL PARTIES.

Section 25.31 **NO PARTNERSHIP**

Nothing in this agreement constitutes a partnership or joint venture between the Parties. It is the express intention of the Parties to deny any such relationship.

Section 25.32 **THIRD PARTIES**

Nothing in this Lease, express or implied, is intended to or shall confer upon any person, other than the Parties and their respective permitted successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Lease.

Section 25.33 **TIME IS OF THE ESSENCE**

Time is of the essence of this Lease.

Section 25.34 **MEMORANDUM OF LEASE.**

Concurrently with the execution of this Lease, the Parties shall execute a short-form memorandum of this Lease satisfactory to the City Attorney, in form suitable for recording, and in substance sufficient to provide constructive notice to third parties of the material terms and provisions of this Lease. The City shall cause such memorandum to be recorded in the public records of Escambia County, Florida.

Section 25.35 **REPRESENTATIONS AND WARRANTIES OF CITY AND COMPANY.**

City hereby represents and warrants to the Company that as of the Effective Date:

a. The City is the fee simple owner and record title holder of the Leased Premises.

b. The City has the full right and authority to make, execute and perform this Lease and grant the rights contained herein to the Company.

The Company hereby represents and warrants to the City that as of the Effective Date:

a. The Company has the full right, power and authority to make, execute and perform this Lease.

b. This Lease is binding upon and enforceable against the Company in accordance with its terms.

END OF ARTICLE

DRAFT

IN WITNESS WHEREOF, the undersigned have duly executed this Lease as of the dates set forth below.

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation

By: _____
D.C Reeves, Mayor

Date:_____

Attest:

_____
Ericka Burnett, City Clerk

Approved as to Substance:

_____
Matthew F. Coughlin,
Airport Executive Director

Legal in form and execution:

JOHN DANIEL LAW P.A.,
a Florida professional association
Airport Attorney

By: _____
John P. Daniel, President

COMPANY:

AERO PENSACOLA, LLC
a Delaware corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

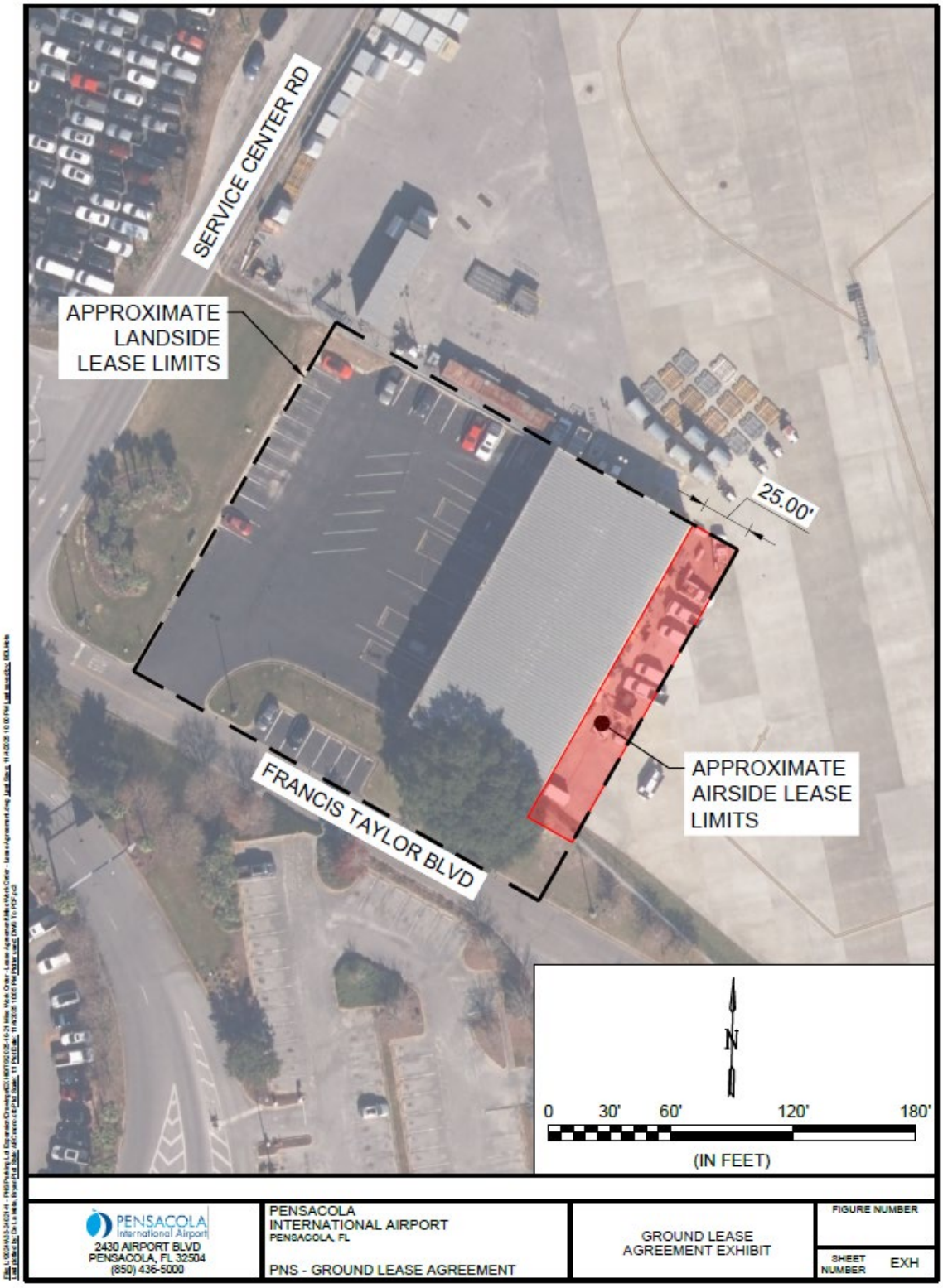
Date: _____

Signed in the presence of:

_____
Print Name: _____

_____
Print Name: _____

EXHIBIT A - LEASED PREMISES



Aero Pensacola

File #: 25-1457 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 25-048 - WINTER 25/26 TREE PLANTING

RECOMMENDATION:

That City Council award Bid No. 25-048 for Winter 25/26 Tree Planting to Gulf Coast Environmental Contractors, Inc. of Pensacola, FL, the lowest and most responsible bidder, with a base bid plus bid alternatives of $81,714.00 plus a 10% contingency of $8,171.40 for a total of $89,885.40. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #5: More Walkable, Mixed-Use District and Strategic Plan Goal #6: Public Spaces that Connect Communities.

The city received 4 responsive bids and the Public Works Department is requesting the award of Bid No. 25-048 to the lowest and most responsive bidder, Gulf Coast Environmental Contractors, Inc. (GCEC).

The project was approved and granted budget on September 11th at the regular City Council meeting through the reallocation of Tree Planting Trust Fund Money. A detailed presentation was made to the EAB in the August 7th workshop and approved on September 4th at the EAB regular meeting. The project will install trees along roadways within the City of Pensacola to enhance the tree canopy.

The proposed locations were determined using the City-Wide Canopy Study with particular emphasis placed on disadvantaged areas, areas identified as heat islands, and areas near bus stops and pedestrian corridors.

The project consists of sixty-two (62) trees at locations that meet those criteria. If obstacles occur regarding any of the approved locations, the City-Wide Canopy Study will be utilized to

determine the next best alternative. Tree species include Southern Magnolia, Sweetgum, Southern Live Oak, Sand Live Oak, and Eastern Red Bud. Tree plantings are best done during the winter months and the contract stipulates completion of plantings by March 31, 2026.

GCEC meets all requirements for the contractor listed in the bid advertisement and provided sufficient details of those requirements in their bid response.

PRIOR ACTION:

January 19, 2023 – City Council approved Phase I of the Tree Canopy Revitalization Project.

October 9, 2023 – City Council received a presentation providing an update on Phase I and the preliminary proposal for Phase II of the Tree Canopy Revitalization Project.

December 14, 2023 – City Council approved Phase II of the Tree Canopy Revitalization Project.

August 7, 2025 – The Environmental Advisory Board (EAB) received a presentation on the FY25 accomplishments and the proposed FY26 plantings at a scheduled workshop.

September 4, 2025 – The EAB approved the authorization of funds and the proposed locations as presented.

September 11, 2025 - City Council approved Winter 25/26 Tree Planting Project, a Tree Canopy Revitalization Project, as presented and use of Tree Planting Trust Funds.

FUNDING:

Budget:	$131,000	Tree Canopy Revitalization Project (Tree Planting Trust Fund)
	$131,000	TOTAL

Actual:	$44,452.00	Base Bid
	$37,262.00	Bid Alternates 1-4
	$ 8,171.40	10% Contengency
	$89,885.40	TOTAL NEEDED TO AWARD BID

FINANCIAL IMPACT:

On September 11, 2025, City Council authorized the reallocation of $131,000 within the Tree Planting Trust Fund Unallocated line item for this project. At the end of Fiscal Year 2025, those funds remained available and will be included on the Unencumbered Carryover Resolution anticipated to be brought before City Council for approval after the new calendar year. As the Tree Planting Trust Fund is housed within the General Fund, the General Fund has the capacity to support this expenditure until such funds are carried forward.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Admiinstrator
Cliff Collins, Associate City Administrator
Amy Tootle, PE, Director of Public Works & Engineering

ATTACHMENTS:

1. 25-048 Tabulation of Bids
2. Planting Locations Winter 25/26 Tree Planting

PRESENTATION: No

TABULATION OF BIDS

BID NO: 25-048
TITLE: WINTER 25/26 TREE PLANTING

Submittals Due: 10/29/2025, 2:30:00 PM Department: Public Works	GULF COAST ENVIRONMENTAL CONTRACTORS, INC. PENSACOLA, FL	A CUT ABOVE LANDSCAPING PACE, FL	PSG CONCRETE & EXCAVATION, LLC DELAND, FL	GREEN ENERGY CONTRACTING, LLC HOLT, FL	D&B EXTERIOR CLEANING PENSACOLA, FL
Base Bid	$44,452.00	$48,968.11	$72,265.02	$124,513.10	Non-responsive
Bid Alternate One	$10,352.00	$10,722.00	$15,423.68	$30,445.60	
Bid Alternate Two	$5,176.00	$8,061.00	$12,650.32	$15,366.00	
Bid Alternate Three	$16,558.00	$13,262.51	$18,890.38	$48,706.30	
Bid Alternate Four	$5,176.00	$8,061.00	$12,650.32	$15,079.60	
Base Bid and Alternative 1-4	$81,714.00	$89,074.62	$131,879.72	$234,110.60	

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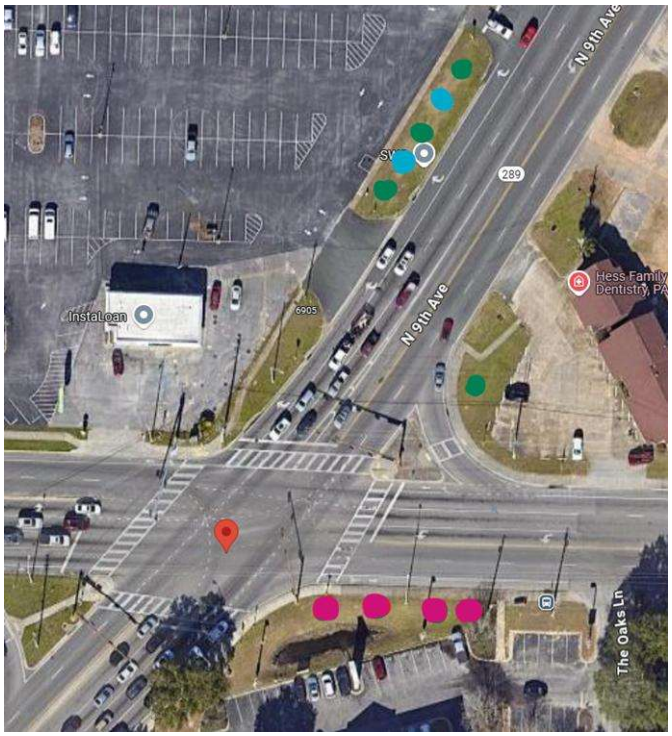
Measurement and Payment

Planned Locations:

Base Plantings

1. Creighton and 9th Avenue (FDOT Landscape Permit required prior to installation.)



4 Southern Live Oak (green dots)

2 Southern Magnolia (blue dots)

4 Eastern Red Bud (purple dots)

2. E Burgess Road near Davis Hwy.

6 Eastern Red Bud (purple dots)

3. Morris Court Park near J Street

2 Southern Live Oak (green dots)

3 Southern Magnolia (blue dots)

4. Barrancas Ave and N Street

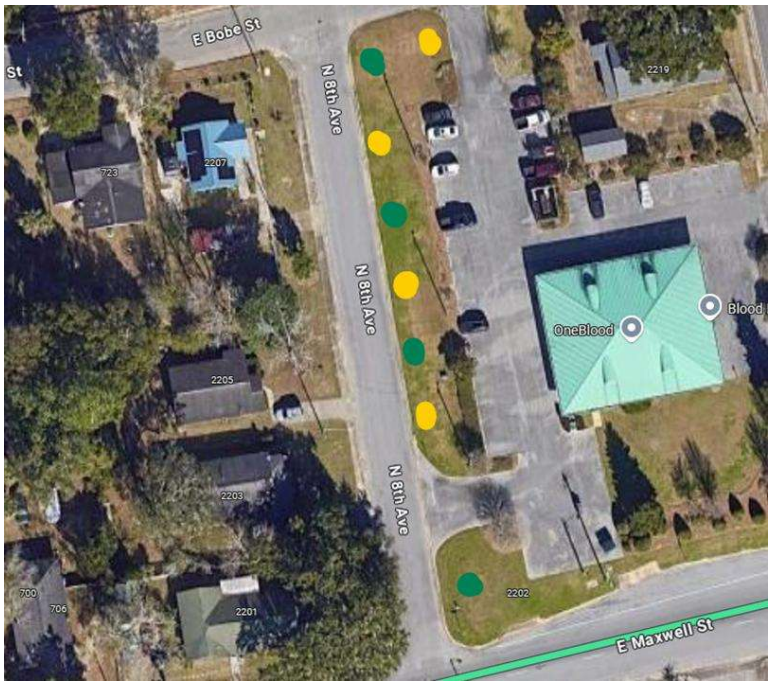
8 Southern Live Oak (green dots)

5. 71 E Gadsden Street

4 Sand Live Oak (yellow dots)

Additive Alternative Plantings

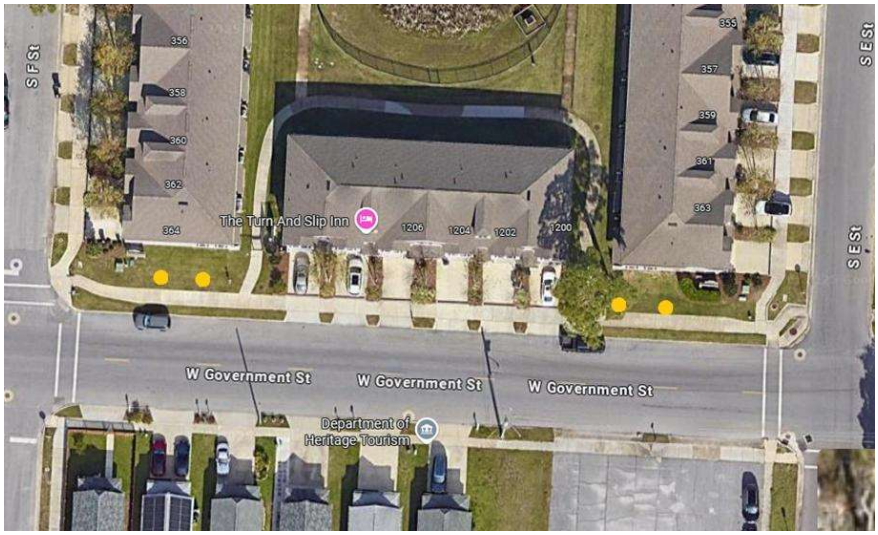
A. N 8th Avenue near Bobe Street



4 Sand Live Oak (yellow dots)

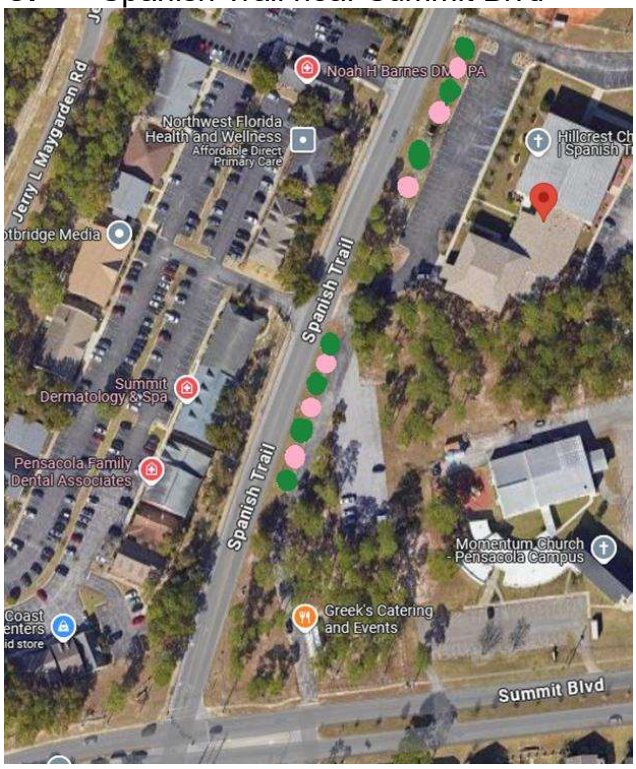
4 Southern Live Oak (green dots)

B. W Government St near F Street



4 Sand Live Oak (yellow dots)

C. Spanish Trail near Summit Blvd



7 Southern Live Oak (green dots)

6 Sweet Gum (pink dots)

D. Langley Avenue near Peachtree Ct.

4 Southern Live Oak (green dots)

File #: 25-1459 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

INTERLOCAL AGREEMENT — PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION (PEDC)

RECOMMENDATION:

That City Council approve and ratify the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2025. Further that City Council approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2026. Further, that City Council authorize the Mayor to take the actions necessary to execute the Interlocal Agreement, consistent with the terms of the agreement and the Mayor's Executive Power's as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

The PEDC was created by Chapter 67-1365, Florida Laws to promote and develop tourism and industry in Escambia County and the City of Pensacola. PEDC is governed by a nine-member board consisting of representatives from the Escambia County Board of County Commissioners, the Pensacola City Council, the Century Town Council, and the Greater Pensacola Chamber.

In 1989, House Billl 984 amended Chapter 67-1365, Florida Laws to require that the City and Escambia County jointly fund the PEDC through an annual Interlocal Agreement. For FY 2025 and 2026, Escambia County has budgeted $600,000, and the City has budgeted $175,000 for the PEDC.

PRIOR ACTION:

November 9, 2023 – City Council approved the Interlocal Agreement between the Escambia County Board of County commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2024.

September 11, 2024 - City Council formally adopted the FY 2025 Budget that included an appropriation of $175,000 for the PEDC.

September 10, 2025 - City Council formally adopted the FY 2026 Budget that included an appropriation of $175,000 for the PEDC.

FUNDING:

FY 2025

Budget: $175,000,00
Actual: $175,000.00

FY 2026

Budget: $175,000.00
Actual: $175,000.00

FINANCIAL IMPACT:

Funds have been appropriated in the FY 2025 and FY 2026 Budgets

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/5/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. FY 25 PEDC Interlocal Agreement
2. FY 26 PEDC Interlocal Agreement

PRESENTATION: No

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024084395 11/5/2024 2:35 PM
OFF REC BK: 9228 PG: 431 Doc Type: AGM
Recording $35.50

STATE OF FLORIDA
COUNTY OF ESCAMBIA
INTERLOCAL AGREEMENT BETWEENTHE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE FY 2024-2025 FUNDING OF PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

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

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2024-2025.

Article 2
Responsibilities of Parties

2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the Fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2024-2025 that the County shall contribute to the PEDC the amount of Six Hundred Thousand Dollars ($600,000.00) and the City shall contribute to the PEDC the amount of and One Hundred Seventy-Five Thousand Dollars ($175,000.00). Each shall reflect such contributions in their respective budgets.

2.2 This Agreement shall bind the parties beginning October 1, 2024 with respect to their PEDC FY 2024-2025 budgetary contributions. However, contributions for the FY 2024-2025 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.

2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.

2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provision

3.1 **Termination:** This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

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

3.3 **Assignment:** This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 **All Prior Agreements Superseded:**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained

herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 **Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 **Survival:** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

3.8 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwisedefined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the City discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Cityshall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 **Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion orprovision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed toenforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate theprovisions of this Agreement.

3.11 **No Waiver:** The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either partyto the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY

Wesley J. Moreno
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY

Amy Miller
Interim City Administrator
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written noticeto the other party in accordance with the requirements of this section.

3.13 Liability: The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed thisAgreement on the respective dates, under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida

BY: _____
Steven Barry, Chairman
Date: 10/17/2024

BOCC Approved: 10/17/2024

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 09-27-2024

ATTEST: Pam Childers
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

CITY:
THE CITY OF PENSACOLA, a Florida Municipal Corporation

By: _____
D.C. Reeves, Mayor

Date: 10.30.24

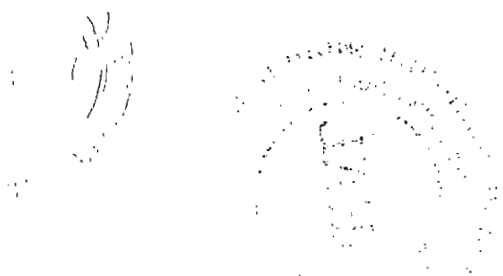
ATTEST: Ericka Burnett
Clerk of the City of Pensacola

By: _____
Clerk

PAM CHILDERS
CLERK & COMPTROLLER
FILED

2024 NOV -5 P 2:30

ESCAMBIA COUNTY, FL



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY ADMINISTRATION TRANSMITTAL MESSAGE

Date:	10/24/2024
To:	Allyson Parden, OMB
From:	Cecelia Amos, County Administration
BCC Meeting:	10/17/2024
Agenda Item:	CAR II-18
RE:	Interlocal Agreement Between Escambia County BCC and the City of Pensacola Relating to the FY 2024-2025 Funding of Pensacola-Escambia County Promotion and Development Commission

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See attached two partially executed originals of the document noted above. Once fully executed, please return the Clerk's Original to our office for filing with the Board Minutes.

Memorandum

TO: Tim Kinsella, City Administrator

FROM: Alexandra Daily, Assistant to Finance Director

DATE: October 25, 2024

SUBJECT: Funding of Pensacola-Escambia County Promotion and Development Commission

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Submitted for the Mayor's signature is the annual Interlocal Agreement for the FY 2024-2025 funding of Pensacola-Escambia County Promotion and Development Commission. The funding amount is primarily budgeted for business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes. The funding is the same as last year, $175,000 and was appropriated by Council during the budget process.

I will need two signatures and both spaces have been flagged for your consideration.

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 1)

DEPARTMENT Interlocal Agreement Between the Escambia County Board of County Commissioners
Document Title: & the City of Pensacola Relating to the FY 2024-2025 Funding of the Pensacola-Escambia
___Contract ___Lease ___Grant ✓Other (Check One) County Promotion & Development Commission

Vendor Name: Escambia County Board of County Commissioners

Brief Description: Economic development activities include business & industry recruitment & retention, tourism promotion & development, & armed services support.

Contract Cost/Revenue: $ 175,000 Department & Contact Person: Finance - Alex Daily

Account(s): 007052-9881-510015

Date approved by Council: 9-11-24 Dates of Debarment (sam.gov) Check: _____ Sunbiz.org Check: _____
OR (Has company been barred from doing business?) (Is company registered in FL?)
Date approved by CRA: _____

Date sent to Grants Administrator: ___/___/____

GRANTS ADMINISTRATOR Date Received ___/___/____

___Pending (See comments below): _____ (Signature) Sent to Department ___/___/____

___Approved: _____ (Signature) Sent to Contract Admin. (Purchasing) Review ___/___/____

Comments: N/A

OCT 25 2024
BY:

CONTRACT ADMINISTRATOR (PURCHASING) Date Received OCT 25 2024

___Pending (See comments below): _____ (Signature) Sent to Department ___/___/____

✓Approved: _____ (Signature) Sent to Budget Review 10/25/24

Comments: _____

BUDGET REVIEW Date Received ___/___/____

___Pending (See comments below): _____ (Signature) Sent to Department ___/___/____

X Approved: _____ (Signature) Sent to Risk Manager ___/___/____

Comments: _____

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 2)

RISK MANAGER — Date Received 10/25/24

___Pending (See comments below): _____ (Signature) — Sent to Department ___/___/____

✓ Approved: Ryan Fitzgerald (Signature) — Sent to City Attorney 10/25/24

Comments: _____

CITY ATTORNEY — Date Received 10/25/24

___Pending (See comments below): _____ (Signature) — Sent to Department ___/___/____

✓ Approved: _____ (Signature) — Sent to Mayor 10/29/24

Comments: _____

MAYOR'S OFFICE (CITY ADMINISTRATOR) — Date Received 10/30/24

___Pending (See comments below): _____ (Signature) — Sent to Department ___/___/____

✓ Approved: _____ (Signature) — Sent to City Clerk ___/___/____

Comments: _____

CITY CLERK — Date Received 10/30/2024

___Pending (See comments below): _____ (Signature) — Sent to Dept/Admin/Legal ___/___/____

✓ Approved: Lucha L. Burnett (Signature) — Retained original/copy in Vasion 10/31/24

Comments: recorded copy needed for file -

Returned 2 original(s) to Department 11/1/24 — Initials: ELB

STATE OF FLORIDA
COUNTY OF ESCAMBIA
INTERLOCAL AGREEMENT BETWEENTHE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO FY 2025-2026 FUNDING OF PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Suite 420 Pensacola, Florida 32502 andthe City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

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

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

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities, including, but not limited to, business and industry recruitment and retention, tourism promotion and development, and armed services support, serve an essential public purpose; and

WHEREAS, as a result, the County and City jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC in support of the PEDC's economic development activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to betrue and correct and are hereby incorporated into this Agreement.

1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County and the City hereby establish a financial framework for shared funding responsibilities of the Pensacola-

Escambia County Promotion and Development Commission for FY 2025-2026.

Article 2
Responsibilities of Parties

2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, for FY 2025-2026, the City and the County agree that the County shall contribute to the PEDC the amount of Six Hundred Thousand Dollars ($600,000.00) and the City shall contribute to the PEDC the amount of One Hundred Seventy-Five Thousand Dollars ($175,000.00). Each shall reflect such contributions in their respective budgets.

2.2 This Agreement shall bind the parties beginning October 1, 2025 with respect to the parties' PEDC FY 2025-2026 budgetary contributions. Contributions for subsequent budget years shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided in Chapter 89-481, Laws of Florida.

2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from private sector sources.

2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

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General Provision

3.1 **Termination:** This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

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3.3 **Assignment:** This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 **All Prior Agreements Superseded:**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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3.11 **No Waiver:** The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 **Notices:** All notices required or made pursuant to this Agreement by either partyto the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY

Wesley J. Moreno
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY

Amy Miller
Interim City Administrator
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written noticeto the other party in accordance with the requirements of this section.

3.13 Liability: The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed thisAgreement on the respective dates, under each signature:

ATTEST: Pam Childers
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida

BY: _____
Michael S. Kohler, Chairman

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 10-09-2025

ATTEST: Ericka Burnett
Clerk of the City of Pensacola

By: _____
Clerk

CITY:
THE CITY OF PENSACOLA, a Florida Municipal Corporation

By: _____
D.C. Reeves, Mayor

Date: _____

File #: 25-1471 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

CITY OF PENSACOLA 2025 AFFORDABLE HOUSING INCENTIVE PLAN REPORT

RECOMMENDATION:

That City Council accept the City of Pensacola Affordable Housing Incentive Plan Review report as submitted by the Affordable Housing Advisory Committee for submission to the Florida Housing Finance Corporation in accordance with Section 420.9076, Florida Statutes.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #1 Attainable Housing for All Income Levels.

Under Florida Statute 420.9076 and Chapter 67-37.010, the State Housing Initiatives Partnership (SHIP) Program requires the Affordable Housing Advisory Committee (AHAC) to annually review a local jurisdiction's Affordable Housing Incentive Plan and the impact of local policies and procedures, ordinances, land development regulations, and the comprehensive plan in order to recommend "specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value."

The AHAC has met regularly through 2025 to review the City of Pensacola's current incentive strategies and provide recommendations relative to the implementation of eleven incentive strategies specifically mentioned by the Florida Statute or other affordable housing strategies identified by the AHAC. On November 4, 2025, the AHAC held a public hearing and unanimously voted to recommend to City Council the approval of the City's 2025 Affordable Housing Incentive Plan Review Report. Completion of this annual review process and acceptance of the Report by the local jurisdiction is a requirement for the City of Pensacola to continue to receive SHIP program funds from Florida Housing Finance Corporation (FHFC). The City of Pensacola Housing Department administers the SHIP program and staffs the AHAC.

PRIOR ACTION:

December 12, 2024 - City Council approved the 2024 City of Pensacola Affordable Housing Incentive Plan Review Report.

FUNDING:

N/A

FINANCIAL IMPACT:

Submission of the Report by December 31, 2025, to Florida Housing Finance Corporation and Florida Housing Coalition is required for continued receipt of SHIP funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Betsy McDonald, Housing Director

ATTACHMENTS:

1. City of Pensacola 2025 Affordable Housing Incentive Plan Review Report

PRESENTATION: No

CITY OF PENSACOLA
2025 AFFORDABLE HOUSING INCENTIVE PLAN REVIEW REPORT
CITY OF PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

1. BACKGROUND

The Sadowski Affordable Housing Act as approved by the Florida Legislature and codified as Chapter 420 of the Florida Statutes requires the development of an Affordable Housing Incentive Plan by all local governments electing to participate in the housing production and preservation initiatives authorized by the Act. Pensacola City Council appointed the members to serve on the City of Pensacola Affordable Housing Advisory Committee (AHAC). The City of Pensacola AHAC reviewed the implementation of the Affordable Housing Incentive Plan and determined the incentives are being implemented in accordance with the plan.

2. PURPOSE

The purpose of the Incentive Plan is to set out the deliberations and recommendations for monetary and non-monetary incentives targeting regulatory reform with respect to affordable housing including the evaluation of the established policies, procedures, ordinances, land development regulations and the comprehensive plan. All recommendations should encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The Plan encompasses the specific recommendations of the AHAC, all of which were voted upon and approved at a Public Hearing on November 4, 2025. This Plan details existing City Housing related policies/procedures to be undertaken by the City in support of affordable housing.

3. AFFORDABLE HOUSING INCENTIVES

INCENTIVE A: THE PROCESSING OF APPROVALS OF DEVELOPMENT ORDERS OR PERMITS, AS DEFINED IN S. 163.3164(7) AND (8), FOR AFFORDABLE HOUSING PROJECTS IS EXPEDITED TO A GREATER DEGREE THAN OTHER PROJECTS.

Discussion:
The City Inspection Services Department utilizes an online application process allowing for both convenience and safety. The City Housing Department, in cooperation with the Development Services Department, offers affordable housing developers an opportunity to apply for expedited permitting. The application is available on the City of Pensacola Housing, Development Services, One-Stop Development, and Planning Department webpages. Affordable housing documentation is required to fast track the permitting application.

Recommendation:
The incentive is being implemented in accordance with the plan. The AHAC will review the incentive on an annual basis.

INCENTIVE B*:* THE MODIFICATION OF IMPACT FEE REQUIREMENTS, INCLUDING REDUCTION OR WAIVER OF FEES AND ALTERNATIVE METHODS OF FEE PAYMENT FOR AFFORDABLE HOUSING.

Discussion:
The City does not have impact-fee requirements. To support the creation and preserve sustainable affordable housing, the Comprehensive plan supports offering incentives for infill development, one of which is the liens waiver policy for affordable housing.

Recommendation:
This incentive is being implemented in accordance with the plan. The AHAC will review the incentive on an annual basis. Review and update the City's lien waiver policy for affordable housing.

INCENTIVE C: THE ALLOWANCE OF FLEXIBILITY IN DENSITIES FOR AFFORDABLE HOUSING.

Discussion:
The City of Pensacola Comprehensive Plan and Land Development code allow flexibility in development density for residential developments. This is generally coordinated through predevelopment review meetings with developers through the Special Planned Development (SPD) process. Section 12-3-109 of the Land Development code specifically permits a residential bonus of not more than 25% or a density transfer of up to 50% of a donor site for new affordable housing construction projects. The City of Pensacola Comprehensive Plan and Land Development code are currently under revision, public input and participation are part of the revision process.

Recommendation:
Review the residential density bonus offering in conjunction with the City's LDC Assessment to encourage wider spread use for development of affordable housing. The current residential density bonus as written is underutilized for affordable housing development. The AHAC encourages incorporation of target income levels for this incentive as well as specific affordability periods and a clearly defined minimum percentage of units. Since this incentive must currently be approved by the Planning Board, the provision of more specific goals and guidelines will aid developers by outlining what the City wants to see and what may be approved. Additionally, revision of this section of the LDC with specific guidelines that could be approved by staff without going to the Planning Board could expedite affordable housing development.

INCENTIVE D: THE RESERVATION OF INFASTRUCTURE CAPACITY FOR HOUSING FOR VERY-LOW INCOME PERSONS, LOW-INCOME PERSONS, AND MODERATE-INCOME PERSONS.

Discussion:
Infrastructure capacity is not an issue for development of affordable housing within the urban area of the City as water, sewer, electricity, and roadways are more than adequate for concurrency. Additionally, all areas within the City's Community Redevelopment Areas are exempt from traffic concurrency.

Recommendation:
This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review on an annual basis.

INCENTIVE E: THE ALLOWANCE OF AFFORDABLE ACCESSORY RESIDENTIAL UNITS IN RESIDENTIAL ZONING DISTRICTS.

Discussion:
Accessory dwellings are allowed in the City of Pensacola Comprehensive Plan and Land Development Code.

Recommendation:
This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

INCENTIVE F: THE REDUCTION OF PARKING AND SETBACK REQUIREMENTS FOR AFFORDABLE HOUSING**.**

Discussion:
The City may grant flexibility in setbacks through its Special Planned Development (SPD) process. Parking variances of up to 10% may be granted administratively by Development Services staff for developments that demonstrate unique circumstances.

Recommendation:
Continue the allowance of parking variances of up to 10% for developments that demonstrate unique circumstances, particularly for affordable housing developments. The AHAC discussed allowing for parking variances for ADUs in cases where the unit is within ¼ mile of public transit route and where the primary unit meets current parking requirements. The AHAC also supports the reduction of parking requirements for elderly rental developments.

INCENTIVE G: THE ALLOWANCE OF FLEXIBLE LOT CONFIGURATIONS, INCLUDING ZERO-LOT-LINE CONFIGURATIONS FOR AFFORDABLE HOUSING.

Discussion:
The City Land Development Code allows for administrative waivers for flexible lot configuration and provides for the use of zero-lot-line configurations in development of residential housing.

Recommendation:
This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

INCENTIVE H: THE MODIFICATION OF STREET REQUIREMENTS FOR AFFORDABLE HOUSING.

Discussion:
The SPD process provides a means for a developer to present modifications for street design. Pensacola City Council adopted by Resolution No. 29-12 in support of the complete street design concept.

Recommendation:
This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

INCENTIVE I: THE ESTABLISHMENT OF A PROCESS BY WHICH A LOCAL GOVERNMENT CONSIDERS, BEFORE ADOPTION, POLICIES, PROCEDURES, ORDIANACES, REGULATIONS, OR PLAN PROVISIONS THAT INCREASE THE COST OF HOUSING.

Discussion:
The review process is in place within the City. Review information and comments are provided by planning staff with input, as needed, by housing and community development staff for consideration by the policy makers.

Recommendation:
This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

INCENTIVE J: THE PREPARATION OF A PRINTED INVENTORY OF LOCALLY OWNED PUBLIC LANDS SUITABLE FOR AFFORDABLE HOUSING DEVELOPMENT.

Discussion:
In accordance with F.S. 166.0451(1), as amended by the Live Local Act, on September 14, 2023, City Council adopted an updated inventory list by October 1, 2023, through Resolution 2023-059. Review and update policies related to the disposition of properties for affordable housing to provide a clear process for disposition of properties.

Recommendation:
This incentive is being implemented in accordance with the plan, with City update of the inventory in 2023. The AHAC encourages an update of the current property disposition policy for affordable housing, and to specifically include considerations for disposition to community land trusts or other shared equity models that promote long term affordability. The AHAC will review the incentive on an annual basis.

INCENTIVE K: THE SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS AND MAJOR EMPLOYMENT CENTERS AND MIXED-USE DEVELOPMENTS.

Discussion:
Development regulations support and encourage the location of affordable housing, including a priority for mixed use/mixed income, housing near transit stops/interchanges and employment/educational centers.

Recommendations:
This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

INCENTIVE L: OTHER AFFORDABLE HOUSING STRATEGIES IDENTIFIED BY THE AFFORDABLE HOUSING ADVISORY COMMITTEE.

Recommendations:
1. Provide a definition of “affordable housing” in the Land Development code, so affordable housing incentives provided by the City clearly identify targeted households.
2. Update grant policies under SHIP and HOME to permit use of grant funds in collaboration with Community Land Trusts to create permanent community housing affordability.

File #: 25-1539 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Casey Jones, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CASEY JONES - DISTRICT 3

RECOMMENDATION:

That City Council approve funding of $500 to The Gulf Coast Citzen Diplomacy Council from the City Council Discretionary Funds for District 3.

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 Gulf Coast Citizen Diplomacy Council is a local, nonpartisan nonprofit promoting citizen diplomacy in Northwest Florida by hosting U.S. Department of State exchange programs for experts and youth from around the world. Their mission is to foster global connections by hosting international visitors in our community and creating impactful programming that strengthens ties between Northwest Florida and the world. Their Change Through Exchange: Expanding Horizons campaign connects Northwest Florida with the world by hosting international visitors and empowering local high school students through their Youth Diplomats program. These exchanges strengthen the community by generating economic activity, enriching education and preparing tomorrow's workforce with the skills and civic values they need to lead. Funds will be used to offset the costs to create enriching programming for their visitors.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 10,700	FY 2025 District 3 Discretionary Funds
	10,700	FY 2026 District 3 Discretionary Funds
	$21,400	
Actual:	$ 500	Gulf Coast Diplomacy Council

FINANCIAL IMPACT:

A balance of $10,700 is currently within the FY 2025 District 3 Discretionary Fund Account and $10,700 is currently within the FY 2026 District 3 Discretionary Fund Account for a total amount of $21,400. Upon approval by City Council, a balance of $20,900 will remain in the District 3 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

File #: 25-1587 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of $500 to the Seville Square Historic District Neighborhood Association, $500 to Ecomfort, Inc. and $500 to Manna Food Bank from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with 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 Seville Square Historic District Neighborhood Association is a close-knit group of neighbors, friends and families dedicated to preserving Seville Square's historical charm and fostering a strong community. They promote safety, organizes events and advocates for residents' interests. Their projects and initiatives maintain the district's unique character and vibrant atmosphere, ensuring it remains a welcoming place for all. Funds will be used to offset costs associated with Christmas Lighting in Seville Square.

Ecomfort, Inc. is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort, Inc. is to improve individual and families socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income. Their soup kitchen program now receives and distributes over 60,000 pounds of food month and gives away food to more than 7,000 people monthly. This year, they will host their annual Thanksgiving Meal for the community providing a hot, home-cooked turkey and ham meal, along with the distribution of food and toiletries to those in need, including the homeless in the community. Funding will be used towards the cost of setup, purchasing food and toiletries and distributing meals. Any remaining funds from the event will be used to stock their food pantry,

allowing them to continue providing essential items to those in need on a weekly basis.

The Manna Food Bank is a local grassroots organization fighting hunger in Escambia and Santa Rosa Counties. They provide groceries directly to individuals and families in need, free of charge. The majority of their funding comes from individuals, faith-based organizations, corporations and businesses. Manna is nonsectarian, community focused and volunteer support. They believe every person has a right to live free of hunger and to be treated with respect and dignity. Funding will be used towards their mission.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 9,700	FY 2025 District 6 Discretionary Funds Balance
	10,700	FY 2026 District 6 Discretionary Funds Balance
	$ 20,400	
Actual:	$ 500	Seville Square Historic District Neighborhood Association
	500	Ecomfort, Inc.
	500	Manna Food Bank
	$ 1,500	

FINANCIAL IMPACT:

A balance of $9,100 is currently within the FY 2024 District 6 Discretionary Fund Account and $10,700 within the FY 2025 District 6 Discretionary Fund Account for a total amount of $19,800. Upon approval by City Council, a balance of $19,300 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

File #: 25-1510 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of $1,000 to the Independence for the Blind of West Florida, $600 to H.Y.P.E. Pensacola, $800 to the Real Women Radio Foundation and $700 to Warrington Youth Sports from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with 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.

Independence for the Blind of West Florida is the only nonprofit entirely devoted to educating the blind and visually impaired in West Florida. Their programs are designed to meet the emotional and practical needs of the Blind and Visually Impaired community. They continue to provide client-centered individualized instruction to the blind, incorporating the most up-to-date techniques and equipment. On Friday, November 14, 2025, they held their annual Eye Ball which is a fundraiser to assist in providing services to their clients. Funding will be used to offset the costs associated with the event.

H.Y.P.E. Pensacola is a non-profit organization whose mission is to provide comprehensive and innovating programs that will serve the youth to envision and navigate a course for a rewarding future characterized by achievement, independent thought and social responsibility. One of those programs is their Annual Turkey Drive. The Annual Turkey Drive feeds many families that would not be able to afford Thanksgiving meals for their families. It also provides kids the opportunity to help their community and teach them the importance of giving back and community service. Funding will be used towards the Annual Turkey Drive.

The Real Women Radio Foundation is committed to civic engagement, workforce development

and community empowerment. They provide programs that uplift youth, women and families - helping them access tools, resources and opportunities that lead to lasting success. This year, the Real Women Radio Foundation will be partnering with Working Class Wednesday to present "Stepping into Success: The Ultimate Networking Experience". This milestone event celebrates community impact, collaboration and success while giving back to local youth during the holiday season. The event this year will be held on Wednesday, December 17, 2025, and will directly support local high school students by providing $100 gift cards to youths ages 12-18 to purchase new shoes during the holiday season. Funds will be used to offset costs associated with this event.

The Warrington Youth Sports Association provides sports for children ages 4-14 years old. They offer football, cheerleading, basketball, baseball and track and field. Their motto is God, Education and Sports. Donations towards their association provide funding to help them with their mission to change the lives of the youth through sports. Funding will be used towards the sponsorship of their Pensacola Youth Basketball League.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 355	FY 2025 District 7 Discretionary Funds
	10,700	FY 2026 District 7 Discretionary Funds
	$11,055	
Actual:	$ 1,000	Independence for the Blind of West Florida
	600	H.Y.P.E. Pensacola
	800	Real Women Radio Foundation
	700	Warrington Youth Sports
	$ 3,100	

FINANCIAL IMPACT:

A balance of $355 is currently within the Fy 2025 District 7 Discretionary Fund Account and $10,700 within the FY 2026 District 7 Discretionary Fund Account for a total amount of $11,055. Upon approval by City Council, a balance of $7,955 will remain in the District 7 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

File #: 25-1590 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENT — COMMUNITY REDEVELOPMENT AGENCY BOARD CHAIRPERSON

RECOMMENDATION:

That City Council appoint one member of the Community Redevelopment Agency Board as Chairperson for a term of one year, expiring December, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency (CRA) Bylaws, the Chairand Vice Chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board. In the absence of the Chair, the Vice Chair shall exercise all functions of the Chair.

The following has been nominated:

Nominee:	**Nominated by:**
Delarian Wiggins	Brahier, Patton

PRIOR ACTION:

City Council appoints the Community Redevelopment Agency Board Chairperson annually.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Nomination Forms - Wiggins

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Jennifer Brahier, City Council Member, do hereby nominate Dekarian Wiggins for appointment by the City Council for the position of:

CHAIR
COMMUNITY REDEVELOPMENT AGENCY BOARD

Provide a brief description of nominee's qualifications:

Chair member is a steadfast, strong leader and has interest in protecting his constituents within the CRA. With the many projects within this region, Chair Wiggins will be a solid leader!

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

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Allison Patton, City Council Member, do hereby nominate Councilman Wiggins for appointment by the City Council for the position of:

CHAIR
COMMUNITY REDEVELOPMENT AGENCY BOARD

Provide a brief description of nominee's qualifications:

Councilman Wiggins has experience leading meetings and a strong interest in the activities of the CRA. He will make a great chair!

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

Ericka L. Burnett, City Clerk

File #: 25-1591 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENT — COMMUNITY REDEVELOPMENT AGENCY BOARD VICE CHAIRPERSON

RECOMMENDATION:

That City Council appoint one member of the Community Redevelopment Agency Board as Vice Chairperson for a term of one year, expiring December, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency (CRA) Bylaws, the Chair and Vice Chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board. In the absence of the Chair, the Vice Chair shall exercise all functions of the Chair.

The following has been nominated:

Nominee:	**Nominated by:**
Charles Bare	Brahier

PRIOR ACTION:

City Council appoints the Community Redevelopment Agency Board Vice Chairperson annually.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Nomination Form - Bare

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Jennifer Brahie, City Council Member, do hereby nominate Charles Bare for appointment by the City Council for the position of:

VICE CHAIR
COMMUNITY REDEVELOPMENT AGENCY BOARD

Provide a brief description of nominee's qualifications:

Chair member Bare is a solid, well researched member of our board. It is time for him to start taking ~~in~~ Well deserved leadership roles.

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

Ericka L. Burnett, City Clerk

File #: 25-1550 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

AWARD OF CONTRACT - RFP NO 25-042 - DEVELOPMENT ADVISORY SERVICES FOR THE REDEVELOPMENT OF THE BAPTIST HOSPITAL LEGACY CAMPUS

RECOMMENDATION:

That City Council award a contract for RFP No. 25-042, Development Advisory Services for the Redevelopment of the Baptist Hospital Legacy Campus to Bayou District Consulting, LLC. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels, Goal #4: Resilient Waterfronts & Neighborhoods, Goal #5: More Walkable, Mixed-Use Districts, Goal #6: Public Spaces that Connect Communities, Goal #7: Thriving Innovation & Businesses, and Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy. The project will also advance the 2025 Westside Redevelopment Plan's Baptist Hospital Redevelopment project under recommendation #2, Economic Development.

The City issued a Request for Proposals (RFP) for development advisory services for the redevelopment of the Baptist Hospital legacy campus on August 27, 2025. A selection committee was formed to review the written RFP responses, short list firms, receive oral presentations, rank the firms, and provide a recommendation for award of contract to the top ranked firm. The committee comprised Erica Grancagnolo, Cliff Collins, Jr., Shirley Baylis and Jewel Cannada-Wynn.

The committee short listed and ranked the firms and designated Bayou District Consulting, LLC. the top ranked and most qualified firm responding to the RFP.

The recommended contract term is for a period of one (1) year with option to extend with CRA and City Council approval. An initial work authorization covering the first 180 days and focusing on stakeholder engagement is attached. Subsequent updates and recommendations for next steps will be provided prior to authorizing additional work.

PRIOR ACTION:

October 21, 2024 - City Council accepted Grant Agreement No. WL095 with the Florida Department of Commerce and adopted Supplemental Budget Resolution No. 2024-84 appropriating the grant proceeds.

October 23, 2025 - City Council adopted Supplemental Budget Resolution No. 2025-72 appropriating the Baptist Donation proceeds.

November 10, 2025 - The CRA adopted Supplemental Budget Resolution No. 2025-82 CRA carrying forwaard and reallocating Westside CRA funding to the Baptist Redevelopment project.

November 13, 2025 - City Council adopted Supplemental Budget Resolution No. 2025-84 carrying forward and reappropriating funding to the Baptist Redevelopment project.

FUNDING:

Budget:	$ 90,000.00	Special Grants Fund - Donation Proceeds
	210,000.00	Westside TIF Fund - Acquisition and Redevelopment - Baptist Redevelopment
	$300,000.00	TOTAL
Actual:	$ 300,000.00	Redevelopment Advisory (starting budget)

FINANCIAL IMPACT:

Sufficient funding remains within the FY2026 budget in the Westside TIF and Special Grants Funds to initiate this project under Work Authorization No. 1.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Clifford Collins, Jr., Associate City Administrator
Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Administrative Officer

ATTACHMENTS:

1. RFP-25-042 - Baptist Legacy Campus Advisory Svcs
2. RFP-25-042-Addendum 1
3. RFP-25-042-Addendum 2
4. RFP 25-042 Draft Tabulation
5. RFP 25-042 Bayou District Consulting Proposal
6. RFP 25-042 Shortlist
7. RFP 25-042 Notice of Intent to Award
8. Bayou District Consulting LLC Contract (1)
9. Exhibit C - Negotiated Terms - 1st 180 days (1)

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS
RFP NO. 25-042

DEVELOPMENT ADVISORY SERVICES
FOR THE REDEVELOPMENT OF THE
BAPTIST HOSPITAL LEGACY CAMPUS

Sealed and complete hardcopy proposals **with original or electronic signature**, and **FOUR (4) additional copies**, plus **one (1) complete and identical electronic copy (single PDF)** on flash drive or CD, must be received no later than **September 25, 2025, 2:30 P.M.**, Central time, at the following location:

City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing

The OUTER FACE of the sealed submittal package shall **identify the respondent, the RFP title, and the RFP number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after closing time will not be accepted. Multiple submittals from the same entity will not be accepted.

Alternatively, electronic responses may be submitted to Demandstar or Central Bidding. Both sites require registration and varying fees for notifications and document downloads.

Those submittals received will be opened and publicly acknowledged the **following business day** *(September 26, 2025, 10:00 A.M., Central time)* via Microsoft Teams at the following link*: Microsoft Teams proposal opening.

*Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: Microsoft Teams System Requirements Check.)

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. **Addenda will be posted to the City's website. Proposers are responsible for obtaining addenda and are advised to check the website frequently.**

A proposal tabulation with a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Proposers are advised to check the website frequently.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, Central time, **September 15, 2025,** to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

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 email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

SCHEDULE OF EVENTS (subject to change)

Date	Activity
August 27, 2025	Publish RFP
September 15, 2025	Deadline for Questions
September 25, 2025, 2:30 PM	Proposal Deadline
September 26, 2025, 10:00 AM	Proposal Opening
October 7, 2025, 11:30 AM Pensacola City Hall,6th floor meeting room 222 W Main Street, Pensacola FL 32502	Evaluation Committee Meeting – Distribution of Materials
October 21, 2025, 1:00 PM Pensacola City Hall, 1st Flr Whibbs Room 222 W Main Street, Pensacola FL 32502	Evaluation Committee Meeting – Written Proposal Ranking/Shortlisting
November 5, 2025, 11:00 AM Pensacola City Hall, 1st Flr Whibbs Room 222 W Main Street, Pensacola FL 32502	Evaluation Committee Meeting – Oral Presentations/Recommendation for Contract Award
Winter 2025/2026	Contract Award
Winter 2025/2026	Notice to Proceed

All times are Central time.

ATTACHMENTS

Attachment	Description
A	Project Area Map
B	Florida Commerce Grant Agreement HS016
C	Westside Redevelopment Plan (2007)
D	West Moreno District Reconnaissance & Strategic Assessment (2014)
E	West Moreno District Development Plan & Implementation Strategy (2016)
F	Baptist Health Care Moreno Campus Vision (2022)
G	Westside Redevelopment Plan Update (2025)
H	Sample Contract

I. GENERAL INSTRUCTIONS

A. Firms responding to the RFP must be available for formal presentations/interviews to the Selection Committee.

B. Submittals should respond to each item noted in the Submittal Format and Evaluation Criteria in the order noted. Identify responses with the same paragraph notation as this RFP.

C. Submittals must be typed or printed. All corrections made by the respondent prior to the opening must be initialed and dated by the respondent. No changes or corrections will be allowed after submittals are opened.

D. Any addendum issued will be made available on the City's website at http://www.cityofpensacola.com/bids.aspx. Interested bidders are advised to check the site frequently.

E. The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFP.

All work shall be performed in accordance with **Florida Commerce Grant Agreement No. HS016** *(Attachment B)***.** The selected firm shall ensure conformance with the grant requirements.

GOAL

The City of Pensacola, and its Community Redevelopment Agency (CRA), (jointly, the "City") are issuing this Request for Proposals (RFP) for development advisory services related to the redevelopment of the Baptist Hospital legacy campus into a vibrant, mixed-use community. This property, located at **1000 W Moreno St, Pensacola, Florida**, provides a unique opportunity for a transformative project that holistically and purposefully redevelops the site while preserving its historic character and ensuring it serves as a long-term asset to the surrounding community.

We invite experienced advisory teams to submit proposals demonstrating their expertise in large-scale, mixed-use urban development, stakeholder coordination, and project delivery within a public-private partnership framework. The selected firm will play a crucial role in helping craft and implement the project's strategic vision while effectively engaging with community stakeholders, local agencies, and development partners.

Through this RFP, the City of Pensacola seeks a partner who can provide the leadership and technical expertise necessary to transform the Baptist Hospital legacy campus into a thriving and sustainable community that honors its past while building for the future.

The term for this contract will be for one year, with the option to extend.

SCOPE OF WORK

The City of Pensacola seeks qualified advisory services to support the planning, structuring, and execution of the redevelopment of the Baptist Hospital legacy campus, as depicted in *Attachment A*.

The site is envisioned as a dynamic, mixed-income, mixed-use community, anchored by educational, health, and community-serving uses, with a mix of residential, commercial, civic spaces and parks. The selected advisory team will assist in defining the development framework, evaluating options, engaging stakeholders, and guiding public-private implementation strategies that are balanced, economically viable, and reflective of community goals.

II. Site Status and History

The Baptist Hospital Legacy campus comprises multiples parcels of land, each with distinct funding sources and development statuses. The campus is under contract for donation to the City in late 2025.

The main campus, located at **1000 W Moreno Street, Pensacola, Florida 32501**, is identified in *Attachment A* as the "Hospital Property." This area includes the main hospital building and the north towers, both of which were vacated in 2023. Originally constructed in the 1950s as Baptist Hospital, this portion of the campus is scheduled for demolition shortly after the release of this RFP. The demolition process is expected to take approximately 18 months.

South of Moreno Street, the campus includes several single-story commercial buildings and a four-story office building, shown in *Attachment A* as the "Federal Grant Area." These structures are scheduled for demolition as part of the CDBG-DR Hometown Revitalization Grant program (see *Attachment B*), with demolition expected to begin in 2026. Infrastructure upgrades may also be funded through the grant, as needed to prepare the property for future commercial and/or mixed-use development.

Two Florida Housing Finance Corporation (FHFC) tax credit-funded projects are currently under development on the campus: a family-oriented multifamily housing project and a senior multifamily housing project. These are shown in *Attachment A* as "Paces Property Multi-Family" and "Pace's Property Senior," respectively. Both projects are progressing and have secured funding through a complex capital stack which includes the following funding sources: Florida Housing Finance Corporation CDBG-DR Hurricane Sally funds, tax exempt bonds, 4% tax credits, local CDBG, and CDFI magnet funds. Housing vouchers are also being sought to complete these projects. The family housing development, Avery Place, will consist of 112 units. The senior housing project, Kupfrian Manor, will include 94 units.

Additionally, the campus features a 2.87-acre parcel of land containing a mature tree canopy and the historic Kupfrian House. This area is shown in *Attachment A* as the "Park/Kupfrian House."

Over the years, a range of planning initiatives and stakeholder engagement have shaped the vision for the hospital site's future. Key documents and plans include:

- **Westside Redevelopment Plan (2007)**
- **West Moreno District Reconnaissance & Strategic Assessment (2014)**
- **West Moreno District Development Plan & Implementation Strategy (2016)**
- **Baptist Health Care Moreno Campus Vision (2022)**
- **Westside Redevelopment Plan Update (2025)**

These documents can be found in Attachments C through G of this RFP. The selected advisory team will be tasked with developing and implementing a meaningful, inclusive

community engagement strategy. This process should involve both neighborhood residents and broader city stakeholders, while building on common priorities and feedback identified in previous engagement efforts.

III. Project Objectives

The former Baptist Hospital campus has served as a foundational element of the Pensacola community since its establishment in 1951. Following the hospital's relocation to a new facility, the City of Pensacola is launching a redevelopment initiative to transform this roughly 50-acre site into a vibrant, sustainable neighborhood that honors its historic roots while offering modern amenities and opportunities for current and future residents.

The vision for this redevelopment is to create an attainable housing community that:

- Offers affordable and diverse housing options for households across a broad range of income levels
- Integrates community amenities such as parks, childcare centers, and shared public spaces
- Encourages walkability and easy access to public transportation
- Fosters a sense of safety, inclusivity, and community belonging
- Aligns and supports the goals and priorities of the 2025 Westside Community Redevelopment Plan and Pensacola's Strategic Plan: Strive to Thrive 2035.

Key objectives include:

- **Mixed-Income Housing:** Develop a balanced mix of housing options, including low-, moderate-, and market-rate units, with an emphasis on long-term affordability. A substantial affordable housing component is already planned as described above.
- **Education:** Incorporate quality, community-focused educational facilities to support residents and provide strong learning opportunities within the redeveloped campus.
- **Economic Vitality:** Create a vibrant commercial corridor that drives local economic growth and enhances neighborhood prosperity.
- **Community Health & Wellness:** Utilize community input, strategic partnerships, and thoughtful site planning to integrate health and wellness services tailored to future residents' needs. This may include healthcare facilities, wellness programs, green spaces, and recreational amenities that promote overall community well-being.

This redevelopment represents a once-in-a-generation opportunity to reimagine the site as a dynamic, mixed-use neighborhood, demanding visionary, long-term planning and collaboration.

IV. Key Tasks

With the above objectives in mind, the consultant will serve as a strategic advisor to the City, offering expert guidance on how to advance the redevelopment of the Baptist Hospital legacy campus. The consultant's role is to support a process that honors the site's history, meets community needs, and promotes long-term sustainability. The Consultant will assist the City in evaluating redevelopment opportunities, engaging stakeholders, and structuring key partnerships to guide implementation.

1. **Community Engagement & Stakeholder Coordination**
   - Design and implement a robust, inclusive stakeholder engagement strategy to ensure redevelopment reflects local priorities.
   - Organize and facilitate public meetings, workshops, and stakeholder forums to build transparency and trust.
   - Synthesize community input into development principles and planning objectives.

2. **Site Assessment & Market Evaluation**
   - Analyze existing zoning, infrastructure capacity, environmental conditions, and historic preservation opportunities.
   - Perform a market analysis to identify demand for residential (including affordable and mixed-income), commercial, and institutional uses.
   - Provide strategic recommendations for land use, phasing, and development that align with community goals.
   - Identify potential anchor tenants (e.g., educational institutions, nonprofits, health providers).

3. **Development Strategy & Implementation Planning**
   - Collaborate with the City to define an actionable implementation roadmap, including phased development strategies, infrastructure coordination, and parcelization along with clear timelines and milestones.
   - Advise on appropriate land disposition methods (e.g., ground lease, sale, community land trust).
   - Assist in developing developer solicitation materials (e.g., RFQ/RFP), including defining developer qualifications and crafting transparent selection criteria and in evaluating responses.
   - Support outreach to potential development partners and advise the City throughout the RFQ/RFP process.
   - Guide negotiations and help structure agreements to ensure alignment with the community's vision and values.
   - Ensure alignment and coordination among City departments, development partners, and community stakeholders.

4. **Anchor Institution and Commercial Use Integration**
   - Advise on structuring partnerships with educational or institutional anchors.
   - Assess feasibility of integrating community-serving commercial and retail uses.
   - Support tenant mix strategy aligned with local needs and economic vitality.

5. **Financial Strategy & Funding Alignment**
   - Identify and evaluate diverse funding sources, including public grants, tax credits, private capital, and philanthropic contributions.
   - Develop pro forma models for alternative development scenarios.
   - Assess the feasibility of various funding and financing strategies:
     - Low-Income Housing Tax Credits (LIHTC)
     - Tax-exempt bonds
     - State and local affordable housing funds
     - New Markets Tax Credits (NMTC)
     - Public-Private Partnership (P3) mechanisms
   - Identify potential public subsidy requirements and sources.
   - Provide guidance on fundraising strategies and donor engagement to support inclusive development.
   - Advise on financing models for affordable housing and community-benefit projects to promote economic sustainability.

6. **Public Benefit Strategy**
   - Outline strategies for maximizing mixed income development, MWBE participation, and anti-displacement protections.
   - Recommend tools to ensure long-term affordability and community ownership/stewardship.

7. **Long-Term Operations & Impact Management**
   - Propose strategies for long-term property management to support site durability and livability.
   - Develop tools and metrics to measure economic, social, and environmental outcomes over time.

8. **Legal, Regulatory, and Governance Support**
   - Provide guidance on legal structures for development agreements and joint ventures.
   - Recommend governance and oversight models for public interest outcomes.
   - Coordinate with public agencies, legal counsel, and other consultants as needed.

9. **Project Management and Coordination**
   - Serve as an advisor to the City throughout the planning and predevelopment process.
   - Participate in regular coordination meetings and provide status updates.
   - Prepare memos, presentations, and summary reports to support decision-making.

V. PROPOSAL FORMAT

Proposals shall be in the format described below. The selection criteria and points that will be used in ranking the submittals are noted in each section (Section C). This RFP

does not include a page limit, but submittals should be concise and reader friendly. Proposals shall be bound with spiral or similar binding that ensures the integrity of the submission. Each section in the proposal should follow the format/organization noted in this section (Sections A. – C.). Three to five firms may be short-listed based on the information provided on the forms and in the additional sections and those firms invited to an in-person interview. The City reserves the right to select directly from the proposals.

An Authorized Representative of the firm shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject proposals substantially incomplete or lacking key information.

A. Introduction

This section will contain a cover letter no longer than two (2) pages, signed by an authorized representative of the offering firm. A table of contents will follow the cover letter. This section should also include those required City forms within the RFP, and any addenda issued.

1) Signature Page
2) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)
3) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
4) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
5) Drugfree Workplace Certificate
6) Minority/Women Business Enterprise Statement
8) Small Business Enterprise Statement
9) Required Documents Acknowledgement
10) Acknowledgement of addenda (signed signature pages of addenda)

B. Firm Information

Briefly describe the firm’s organization and philosophy. Address each of the following items for both the lead firm and any subconsultants or vendors:

1) Business Structure (Corporation, Joint Venture, Partnership); proper incorporation by the Secretary of State
2) Number of years in business.
3) Total staff and firm’s experience profile. This criterion identifies the relative size of the firm, including management, technical, and support staff. Technical staff shall be those persons proposed to be associated with the implementation of this project.
4) Describe and explain any litigation, major disputes, contract defaults, and liens in the last 10 years.

VI. EVALUATION CRITERIA

Experience with Similar Projects (30 points)

Major consideration will be given to the successful completion of previous projects comparable in nature, scope, and complexity with this project, specifically as it applies to financial structuring for complex commercial and mixed income real estate projects, urban planning and design and public communications.

List the projects which best illustrate the experience of the firm and current staff to be assigned to this project. (List no more than 10 projects, and no projects which were completed more than 10 years ago.)

- Name and location of the project
- Nature of the firm's responsibility on this project
- Project owner's representative's name, address and phone number
- Project Client agency's representative's name, address, and phone number (current information)
- Date project was completed or is anticipated to be completed
- Size of project (gross SF of construction)
- Cost of project (construction cost)
- Work for which the staff was responsible
- If the project is not complete, present status of this project
- Project Manager and other key professionals involved on listed project and who of those staff that would be assigned to this project.

Team Qualifications and Delivery Approach (25 points)

Describe the experience and qualifications of the project team. Specifically identify projects where team members have worked together. Include specifically the following:

- Staff Resumes: Submit a resume for each of the proposed key staff to be assigned to this project.
- Third-party Support: Identify any independent, third-party support to be provided in support of this project.
- Subcontracting: Provide any proposed subcontractors and vendors with their expected roles in the project.

The firm should describe their delivery approach as it pertains to project planning, financial structuring and public relations and communications and its relationship with the City.

Community Representation (25 points)

It is a critical goal of this project that the consulting team reflects and represents the local community. Proposals should demonstrate how local voices, perspectives, and expertise

are integrated into the project team. The intent is to ensure that the project is informed by, and responsive to, the unique character, needs, and aspirations of the people it serves.

The firm should describe their knowledge of the site and surrounding community, local market, and their experience in structuring similar projects and ensuring sound public relations, as an indication of their ability to deliver quality consulting in an effective manner.

Cost (10 points)

The firm must submit a fee schedule and describe its approach to conserving costs.

Certification as or partnership with an MBE/SBE/WBE (5 points).

Indicate whether the firm is itself or is partnered with any Minority / Small / Woman-Owned Business Enterprises as certified by the City of Pensacola.

Quality of Proposal (5 points).

The quality, readability, and conciseness of the Proposal will be based on the reviewer's subjective assessment.

VII. INTERVIEW PROCESS

Firms will be evaluated for short-listing based upon the written material submitted to the City in response to this RFP. The evaluation committee will review the proposals, and the City will schedule formal presentations/interviews for those three to five (3-5) firms short-listed. Firms selected for presentations/interviews will be required to have the proposed project manager present to participate in the presentation/interview. Presentations/interviews will be conducted in-person only.

Each firm will be allowed up to 40 minutes for a formal presentation, consisting of a reiteration of the written proposal demonstrating the firm's grasp of the project. The formal presentation will followed by 20 minutes of Questions & Answers (Q&A). Any unused formal presentation time will be added to the Q&A period. A projection system is available, but presenters are requested to bring their own laptop and flash drives containing the complete presentation and any handouts. The selection committee would prefer a PowerPoint presentation. The presentations are closed to the public. The committee deliberations following the last presentation will be open to the public.

The evaluation committee will make a recommendation to the Mayor regarding the selection of the firms based upon the formal presentations/interviews. The Mayor will then forward his recommendation for award to the City Council and/or Community Redevelopment Agency (CRA) for their approval.

VIII. GENERAL TERMS AND CONDITIONS

A. No Contingency Fees

By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

B. Insurance and Indemnification

Before starting and until termination of work for, or on behalf of, the CITY, the CONSULTANT and any/all sub consultants shall procure and maintain insurance of the types and to the limits specified.

The term CITY, as is used in this section, is defined to mean the City of Pensacola Community Redevelopment Agency (CRA), The City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

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, Consultant understands and agrees that increased limits and/or additional types of insurance may be required depending on the scope of service.

1. WORKERS' COMPENSATION

   The CONSULTANT shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least $100,000 each person -accident, $100,000 each person - disease, $500,000 aggregate - disease.

2. COMMERCIAL GENERAL, AUTOMOBILE, PROFESSIONAL LIABILITY AND UMBRELLA LIABILITY COVERAGES

   The CONSULTANT 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** for Commercial General Liability and umbrella liability, 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 Contract. 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 as outlined below 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.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability and independent contractors. The coverage shall be written on occurrence-type basis. Minimum limits of $1,000,000 per occurrence and aggregate must be provided. The City of Pensacola must be listed as an additional insured.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of $1,000,000 CSL must be provided

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under or associated with this contract. Minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate must be provided. The additional insured requirement does not apply to this coverage.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. The coverage shall be written on an occurrence-type basis and the City listed as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that lists this Contract and provides that the CITY shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If required by the CITY, the CONSULTANT shall furnish copies of the CONSULTANT's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the CITY an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The CONSULTANT 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 CONSULTANT shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations.

INSURANCE OF THE CONSULTANT PRIMARY

The CONSULTANT's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the CONSULTANT's coverage. The CONSULTANT's policies of coverage will be considered primary as relates to all provisions of the Contract.

LOSS CONTROL AND SAFETY

The CONSULTANT 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 CONSULTANT shall not be deemed to be an agent of the CITY. Precautions shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the Consultant.

HOLD HARMLESS

The Consultant 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 Consultant and persons employed or utilized by the Consultant in the performance of the contract. The Consultant’s obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any insurance policy.

PAY ON BEHALF OF THE CITY

The CONSULTANT agrees to pay on behalf of the CITY, as well as provide a legal defense for the CITY, both of which will be done only if and when requested by the CITY, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

REQUEST FOR PROPOSALS
CONTRACTUAL SERVICES
GENERAL CONDITIONS

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.

2. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).

3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.

4. **Proposal (RFP) Bond: None.**

5. **E-Verify System (Mandatory):** 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.

6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.

7. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.

8. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

9. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).

11. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the proposer's risk. Unit prices proposed will govern in award.

12. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

13. **Permits and Taxes:** The proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Proposers who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without

the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

14. **Prohibited Conduct by Proposers:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

15. **Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.

16. **Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

17. **Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).

18. **Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.

19. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall

constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

20. **Rejection of Proposals:** The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

21. **Sealed Response:** All executed City forms must be submitted. All responses must be signed by an authorized representative of the proposer.
    A. Hardcopy response: In the event more than one submittal deadline is scheduled for the same date and time, do not include responses concerning different sets of specifications within the same envelope. The face of the sealed envelope shall be plainly marked identifying the responder, the bid/RFP/RFQ title and number. It shall be the sole responsibility of the respondent to assure receipt of the submittal at the Purchasing Office prior to the published time for the submittal deadline.
    B. Electronic response: Respondent may submit an electronic submittal to the sites mentioned on page 1. Offers by telephone, fax, or email will **NOT BE ACCEPTED**.

22. **Tax:** The City of Pensacola is exempt from all State and local sales tax.

23. **Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

24. **Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

25. **Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

RFP NO. 25-042

DEVELOPMENT ADVISORY SERVICES
FOR THE REDEVELOPMENT OF THE
BAPTIST HOSPITAL LEGACY CAMPUS

Signature Sheet

The undersigned, as Vendor, does declare that no other persons other than the Vendor herein named has any interest in this Qualification or in the contract to be taken, and that it is made without any connection with any other person or persons presenting a Qualification for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other:_____

Signature_____ Date:_____

Printed Name: _____ Title: _____

Company:_____ Address:_____

Telephone:_____ City:_____

Fax:_____ State:_____ Zip:_____

E-mail:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____

Vendor FEIN: _____ Phone Number: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name:_____ Date:_____

Authorized Signature:_____ Printed Name:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_____	_____
Signature	Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business_____

Address_____

Owner(s)'s Name(s)_____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

REQUIRED DOCUMENTS INCLUSION ACKNOWLEDGEMENT
Bid/RFP/RFQ # 25-042

Purchasing Forms	**Initials**
1) Signature Page	_____
2) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	_____
3) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	_____
4) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	_____
5) Drugfree Workplace Certificate	_____
6) Veteran Business Enterprise Statement	_____
7) Minority/Women Business Enterprise Statement	_____
8) Small Business Enterprise Statement	_____
9) Required Documents Acknowledgement	_____
10) Acknowledgement of addenda (signed signature pages of addenda)	_____

(Purchasing will verify inclusion of required Purchasing forms)

Company Name: _____

Authorized Officer's Name: _____ Title: _____

Signature of Officer: _____ Date:_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

STATEMENT OF NO RESPONSE
Bid/RFP/RFQ # 25-042

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpenscola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to the solicitation for the following reason(s):

SPECIFICATIONS

___ Specifications too "tight" (i.e., limited to one brand or manufacturer)

___ Specifications unclear

___ Unable to meet specifications

NATURE OF AWARD

___ Insufficient time to respond

___ Equivalent options not offered

___ Other (please explain below)

Explanation:

_____

_____

_____

_____

We request to:

_____ remain in this service category for future City of Pensacola solicitations.

_____ be removed from this service category and remain on the City's solicitation list.

_____ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____)_____ Fax: (____)_____

Email: _____

Signature of Officer: _____ Date: _____

EVALUATION SHEET
RFP NO. 25-042

DEVELOPMENT ADVISORY SERVICES
FOR THE REDEVELOPMENT OF THE
BAPTIST HOSPITAL LEGACY CAMPUS

Name of Firm:_____

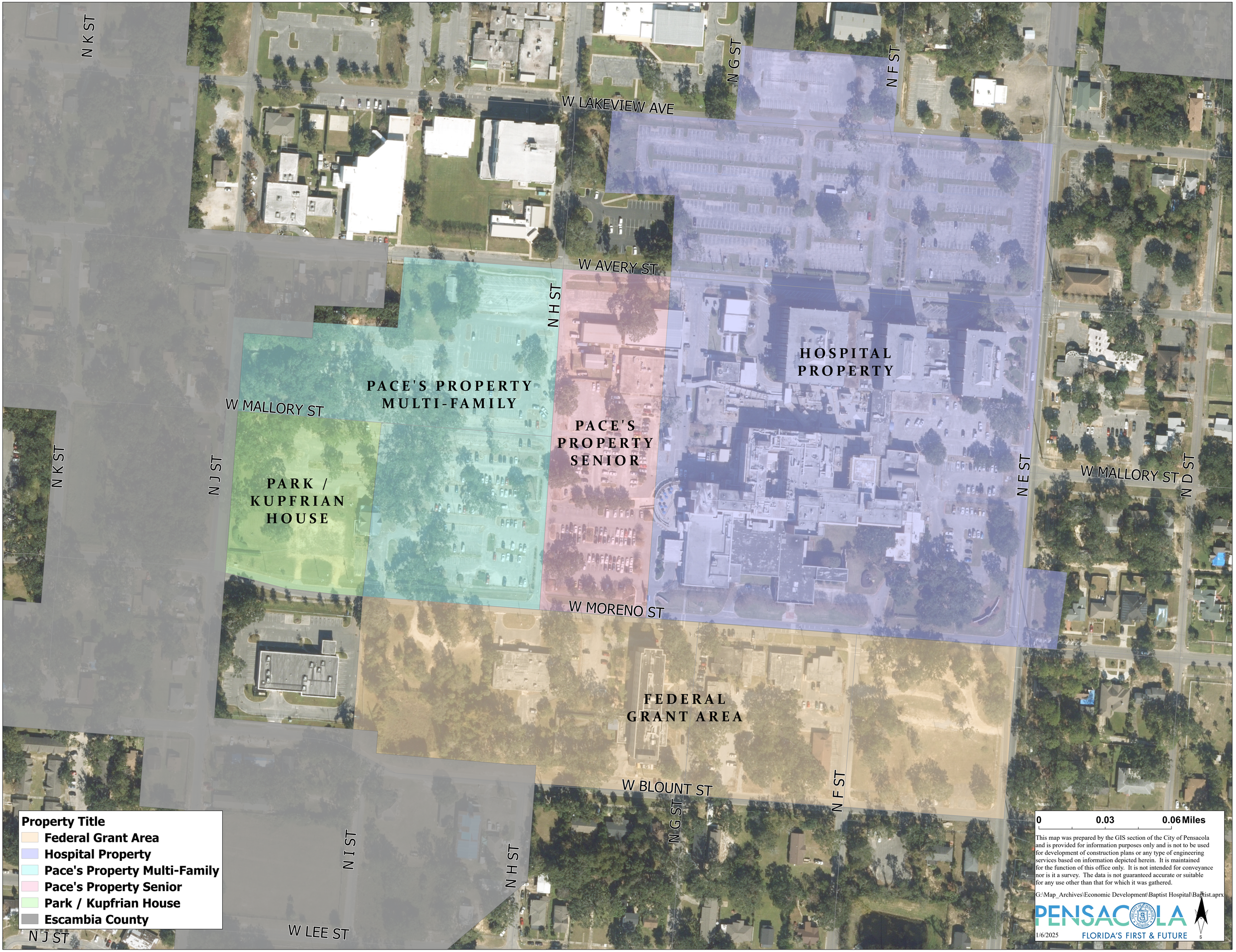
Reviewer:_____

	Possible Points	Points Given
1. Experience with Similar Projects	30	_____
2. Team Qualifications and Delivery Approach	25	_____
3. Community Representation	25	_____
4. Cost	10	_____
5. Certified as or partnered with MBE, SBE, WBE	5	_____
6. Quality of submittal	5	_____
TOTAL POINTS	*100*	_____

Notes:_____

ATTACHMENT A

PROJECT AREA MAP


N K ST
W LAKEVIEW AVE
N G ST
N F ST
W AVERY ST
N H ST
HOSPITAL PROPERTY
PACE'S PROPERTY MULTI-FAMILY
W MALLORY ST
PACE'S PROPERTY SENIOR
PARK / KUPFRIAN HOUSE
N J ST
N E ST
W MALLORY ST
N D ST
W MORENO ST
FEDERAL GRANT AREA
W BLOUNT ST
N F ST
N G ST
N I ST
N H ST
W LEE ST
N J ST
Property Title
Federal Grant Area
Hospital Property
Pace's Property Multi-Family
Pace's Property Senior
Park / Kupfrian House
Escambia County
0
0.03
0.06 Miles
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.
G:\Map_Archives\Economic Development\Baptist Hospital\Baptist.aprx
PENSACOLA
FLORIDA'S FIRST & FUTURE
1/6/2025
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ATTACHMENT B

FLORIDA COMMERCE GRANT AGREEMENT (HS016)

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State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Hometown Revitalization Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as "Commerce" or "Grantee") and **City of Pensacola, Florida** (hereinafter referred to as "Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117–43) approved September 30, 2021 (hereinafter the "Appropriations Act")The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 87 FR 6364 (Docket No. FR–6303–N–01) (February 3, 2022), and 87 FR 31636 (Docket No. FR–6326–N–01) (May 24, 2022) (hereinafter the "Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2022 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

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(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends June 30, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development or their designee approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award.. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request

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for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly, quarterlyreports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A,

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and the expenditure of funds under this Agreement. Within 10 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR_570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

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(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce 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, Subrecipient shall perform at no increased cost, unless Commerce determines,

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in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient 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 the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or

3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

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The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right

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to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

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Eddy Gedeon Jr.
107 E. Madison Street, MSC 400
Tallahassee, Florida 32399
Ph: (850) 921-3283
Eddy.Gedeon@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Kevin Boyer
Grants and Special Projects, Coordinator
222 W. Main Street
Pensacola, Florida 32502
Ph: (850) 435-1822
kboyer@cityofpensacola.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

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Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed ***Five Million Dollars and Zero Cents ($5,000,000.00)***, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

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(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 117-43, Division I, the "The Disaster Relief Supplemental Appropriations Act, 2022" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

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Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., 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 contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), 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. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

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(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

(a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark.

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Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce 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 by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

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(c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure 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 Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

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(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

(b) Section 448.095, F.S., requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with

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CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

(a) Benefit to low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

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(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF PENSACOLA, FLORIDA		**DEPARTMENT OF COMMERCE**	
By	Signature	**By**	Signature
	Darcy Curran Reeves		**J. Alex Kelly**
Title	**Mayor**	**Title**	**Secretary**
Date	7-23-2024	**Date**	8/6/2024
Federal Tax ID #	**59-6000406**		
UEI #	**UBMRAF87HQF5**		

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: Ryan Bourgoin
8/6/2024

Approved Date: _____

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Attachment A – Scope of Work

1. PROGRAM DESRIPTION:

On September 16, 2020, Hurricane Sally (DR-4564) swept over the Florida panhandle as a Category 2 hurricane, bringing heavy rainfall and flooding. The impacts of Hurricane Sally further demonstrated the need for an effective, comprehensive long-term recovery plan that would address and meet the remaining needs of Floridians following this catastrophic event. In the wake of this natural disaster, Florida came together to recover and rebuild, but significant unmet needs remain.

Recognizing this, Congress appropriated, and the U.S. Department of Housing and Urban Development (HUD) allocated a total of $187 million in funding to support long-term recovery efforts following Hurricane Sally through the Florida Department of Commerce's (Commerce's) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. Commerce has allocated $15,992,308.74 of this funding for the Rebuild Florida Hometown Revitalization Program through the CDBG-DR Program.

Activities that are eligible under the Rebuild Florida Hometown Revitalization Program include:

- Public facility improvements, including streetscapes, lighting, sidewalks, and other physical improvements to commercial areas;
- Acquisition, demolition, site preparation, or rehabilitation of commercial structures carried out by a unit of local government;
- Assistance to small businesses for rehabilitation and physical improvements to their places of business; and
- Facade improvements to private or public structures in commercial area

2. PROJECT DESCRIPTION:

The City of Pensacola has been awarded Five Million Dollars and Zero Cents ($5,000,000.00) in CDBG-DR (Community Development Block Grant – Disaster Recovery) funding to acquire, abate, and demolish a 20-acre portion of the abandoned, Baptist Hospital campus located in the center of a residential neighborhood in Pensacola, Florida. The City of Pensacola will use the funds awarded to prepare the acquired site for a community park.

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within thirty (30) calendar days of execution of the Agreement:

1) Organizational Chart with contact information;
2) Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions included with the monthly report.
3) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
4) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Hometown Revitalization Program Guidelines.

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Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.

   1) Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
   2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
   3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
   4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
   5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Upload required documents into a system of record provided by Commerce.
E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
F. Comply with all terms and conditions of the subrecipient agreement, Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
H. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
I. Subrecipient shall provide photographs of projects to document progress with quarterly reports or when requested by Commerce.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
2) Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement.

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3) Prepared procurement documents.
4) Prepare list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area.
5) Prepare and submit public notices for publications.
6) Maintain financial records related to project activities on-site.
7) Conduct a Fair Housing activity.
8) Attend a pre-bid conference, bid opening, or preconstruction meeting.
9) Review contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
10) Maintain project files.
11) Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities.
12) Prepare documentation for and participated in monitoring visits in person or virtual by Commerce.
13) Prepare financial activity for submission to Commerce.
14) Prepare and submit detailed monthly and quarterly reports to Commerce.
15) Prepare and submit Section 3 reports to Commerce.
16) Respond to citizens' complaints.
17) Prepare subgrant modification document for submission to Commerce for review and approval.
18) Prepare responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
19) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

B. **Deliverable No. 2 – Acquisition**

Acquisition activity will be completed in accordance with the Uniform Relocation Act and Commerce guidelines for the following properties:

1) Acquire parcels within the contiguous L-shape, 20-acre portion of the former BaptistHealth Care E. Street Campusthe property located at Baptist Health Care E Street Campus:
   a. Prepare/distribute public notices.
   b. Perform Phase I Environmental Site Assessment.
   c. Provide legal services related to acquisition of the property (including closing, title search and deed).
   d. File/record all associated documents with the Clerk of Court.
   e. Obtain and review appraisal based upon independent cost estimate and market value.
   f. Pay negotiated final property cost.

C. **Deliverable No. 3 – Demolition and Construction**

Tasks that are eligible for reimbursement are as follows:

1) Hire a Florida licensed demolition contractor to perform demolition activities in accordance with design plans and working drawings of the Baptist Hospital property.
2) Hire a Florida licensed contractor to perform construction activities in accordance with design plans and working drawings.

5. **DELIVERABLES:** Subrecipient agrees to provide the following services as specified:

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Deliverable No. 1 – Project Implementation		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Project Implementation tasks as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 1 Cost- $125,000.00
Deliverable No. 2 – Acquisition		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Engineering Services tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of any one task at each individual site as identified in Deliverables 4.B and evidenced by submittal of the following documentation: 1) Clear title and closing documents. 2) Invoice package in accordance with Section 7 of this Agreement.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 2 Cost- $1,250,000.00
Deliverable No. 3 – Demolition and Construction		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Construction tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 3 Cost- $3,625,000.00

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Total Project Costs Not to Exceed $5,000,000.00

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. 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: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
B. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
    2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
    3) A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete, as appropriate to the deliverable.
    4) Photographs of the project in progress and completed work, as appropriate to the deliverable.
    5) A copy of all supporting documentation for vendor payments.
    6) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.

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C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.

D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition					
TOTALS					

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

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Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment 1 – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**

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Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:

   a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication.
   b. Commerce will either approve the procurement or notify Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development

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Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:

   a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a debarment check of SAM.gov for all prime and subcontractors.
   b. Section 3 Participation Report (Construction Prime Contractor);
   c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
   d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.

9. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

10. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

11. Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b)(4).

12. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be

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made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

13. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
    a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
    b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

15. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

17. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

18. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice, 87 FR 6364 (Docket No. FR–6303–N–01) (February 3, 2022), and 87 FR 31636 (Docket No. FR–6326–N–01) (May 24, 2022). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

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(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

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VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from

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participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. <u>Affirmative Action</u>

A. **Approved Plan**

Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR 60. The Grantee shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

B. **Women- and Minority-Owned Businesses (W/MBE)**

Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when Subrecipient procures property or services under this agreement.

C. **Notifications**

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

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Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and

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will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. **Section 3 Benchmarks and Reporting**

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. **Hatch Act**

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. **Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. **Lobbying Certification**

Subrecipient hereby certifies that:

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A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. **Prohibition on Choice Limiting Activities Prior to Environmental Review**

   Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request.

2. **Air and Water**

   Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

   A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

   B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

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C. The Clean Air and Water Act: If this Contract is in excess of $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.

D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. **Flood Disaster Protection**

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title and 24 CFR 35

5. **Historic Preservation**

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to new construction projects, particularly those located in areas known to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

XIV. Additional Regulations

A The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.

B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.

C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of

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federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.208 and/or 2 CFR § 200.339.

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4) Establish a system to record the following for each fair housing call or email:
   a) The nature of the call or email,
   b) The actions taken in response to the call or email,
   c) The results of the actions taken and
   d) If the caller was referred to another agency, the results obtained by the referral agency;
5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries/emails or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a Commerce-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

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Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4) Establish a system to record the following for each EEO call or email:
   a) The nature of the call or email,
   b) The actions taken in response to the call or email and
   c) The results of the actions taken;
5) Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Florida Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://osd.dms.myflorida.com/directories.
6) Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meets the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

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2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA cal or email:
   a) The nature of the call or email,
   b) The actions taken in response to the call or email and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report.

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The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;

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7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Pensacola shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** 7-23-2024

Name: Darcy Curran Reeves

Title: Mayor

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Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress** Report must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.

3.

3.Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Project Description and Deliverables, Project Budget and Activity Work Plan.***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

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Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

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Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 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 Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient 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 Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient 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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. 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 Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient 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 200, Subpart F - Audit Requirements. If Subrecipient 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 Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, 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.

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2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient 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, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

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), F.S., 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, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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 Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@Commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   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 (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@Commerce.fl.gov		Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	*$5,000,000.00*
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: *This is not a research and development award.*	The City of Pensacola has been awarded Five Million Dollars and Zero Cents ($5,000,000.00) in CDBG-ER (Community Development Block Grant – Economic Recovery) funding to acquire, abate, and demolish the 45-acre, abandoned, Baptist Hospital located in the center of a residential neighborhood in Pensacola, Florida.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)?
   ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?

   ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

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Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance 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 be required to 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 be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 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 contractor 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 contractor must be required to

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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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient 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 recipient 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties 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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 - Procurement of recovered materials.

(K) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 - Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered by and between [*insert Subrecipient name*](hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

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Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

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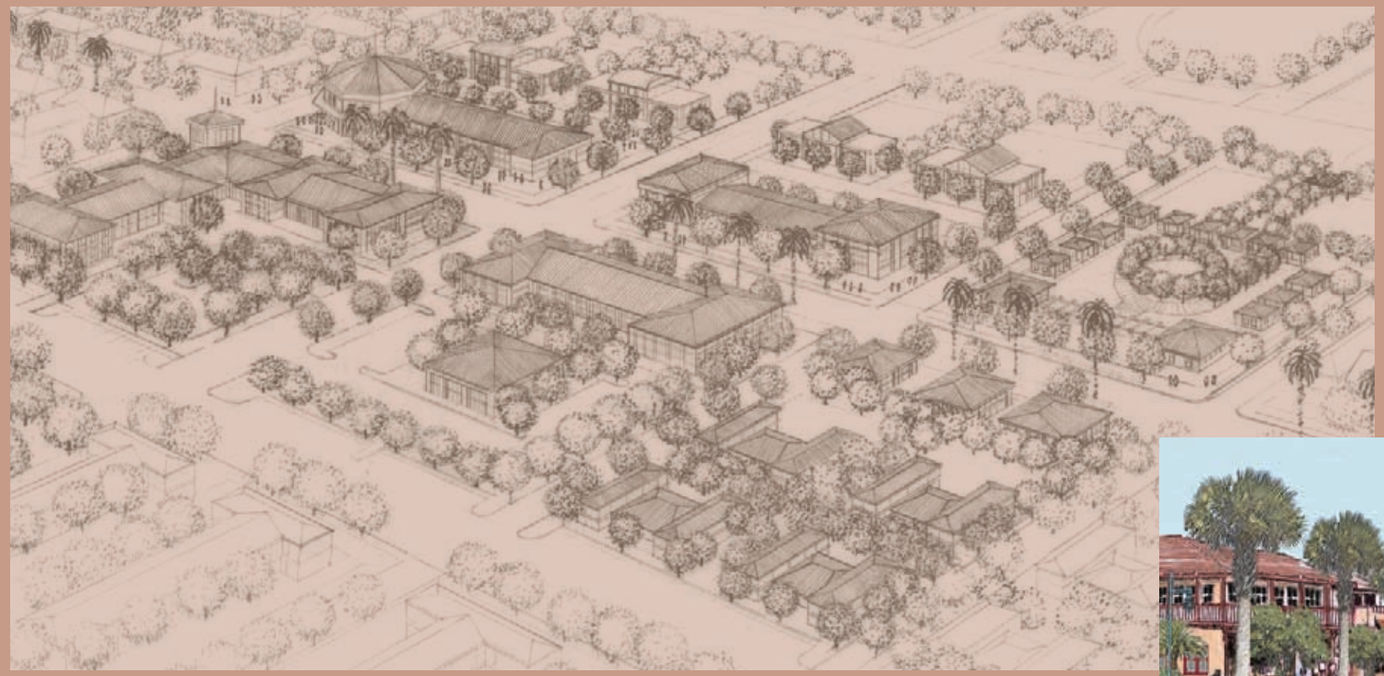
The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF PENSACOLA, FLORIDA		**DEPARTMENT OF COMMERCE**	
By	Signature	**By**	Signature
	Darcy Curran Reeves		**J. Alex Kelly**
Title	**Mayor**	**Title**	**Secretary**
Date	7-23-2024	**Date**	8/6/2024

ATTACHMENT C

Westside Redevelopment Plan (2007)



westside community redevelopment area plan

Prepared for the City of Pensacola, Florida

April 2007

Prepared by:

the RMPK group

WESTSIDE COMMUNITY REDEVELOPMENT AREA PLAN

Prepared for the City of Pensacola, Florida

April 2007

Prepared by:

the RMPK group

Contributors:

Ms. Helen Gibson, Neighborhood Coordinator, City of Pensacola

Mr. Paul. A. Kelly, GIS Analyst, City of Pensacola

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CHAPTER 1 OVERVIEW

Introduction

Historic photos of Pensacola

Established in 1559, the City of Pensacola is one of the oldest cities on the National Register of Historic Places. Having been under the control of the Spanish, French, English, American and the Confederates throughout its history, the City of Pensacola is also known as the 'City of Five Flags'. The City of Pensacola, located in Escambia County, is situated 50 miles east of Mobile, Alabama and is directly connected to Tallahassee, the state capital, via Interstate 10. The City's location in the Florida Panhandle makes it vulnerable to hurricane force winds that have caused severe damage to the built environment in recent years.

The neighborhoods within Pensacola's urban core face many challenges, similar to those of urban areas in the country, such as declining inner city population, poor housing conditions and economic development concerns. The City created its original CRA district in 1980, to guide redevelopment efforts in Downtown Pensacola. While the City has invested significant resources in revitalizing its Downtown and historic neighborhoods, several of its inner core neighborhoods are experiencing challenges such as poor housing conditions, economic distress, and declining population trends compared with suburban development. In 2001, the City of Pensacola developed its Neighborhood Planning Process to actively engage citizens in the community development process. Since 2001, the City has initiated several neighborhood planning efforts including the Woodland Heights Neighborhood Plan, the Belmont-Devilliers Neighborhood Plan, the Eastside Neighborhood Plan, the Pensacola Historic District Master Plan, and the Alcaniz Streetscape Initiative.

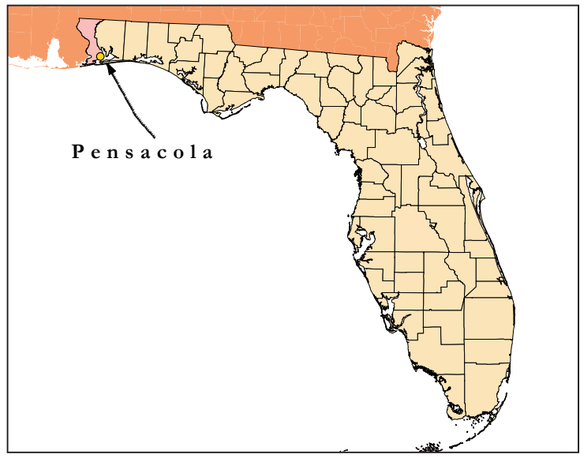
The Westside Redevelopment Area, located in the southwestern part of the City, has also experienced severe decline in aesthetic character and private investment in recent years. The Pensacola City Council acknowledged the challenges faced by the Westside Redevelopment Area and has approved plans to focus on the physical improvement and economic sustainability of the Westside area including, the Urban Infill and Redevelopment Area Plan, the Enterprise Zone Plan, the American Creosote Works (ACW) Superfund Site Reuse Plan and the Westside Neighborhoods Plan. Each of the above mentioned plans recommended utilization of Tax Increment Financing as a mechanism to fund infrastructure and redevelopment activities within their designated boundaries.

Based on these recommendations, the City staff retained the RMPK Group to conduct a "Finding of Necessity Study" for the Westside Neighborhoods Area and determine the existence of "blight" conditions in the area, as defined by Section 163 of the Florida Statutes. The Finding of Necessity Study provides a factual basis that the Westside Neighborhoods Area meets the statutory criteria for blight; and that the rehabilitation, conservation, or redevelopment, or a combination thereof is necessary in the interest of public health, safety, and welfare of the residents. The Finding of Necessity Study identified the following elements that are indicators of blight, as defined by the Florida Statute 163.355 F.S.:

Substantial number of deteriorated or deteriorating structures.
Faulty lot layout in relation to size, adequacy, accessibility or usefulness.
Residential and Commercial vacancy rates higher in the area than in the remainder of the municipality.
Incidence of crime higher in the area than in the remainder of the municipality
Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated area.
Governmentally owned land with adverse environmental conditions.

In January 2007, the City Council adopted the results of the Finding of Necessity Study and established the boundaries for the Westside Community Redevelopment Area. In February 2007, the City contracted with the RMPK Group to assist the City in preparing a Community Redevelopment Area Plan for the established Westside Redevelopment Area.

The Westside Redevelopment Plan, presented in this document, is designed to address primary community concerns expressed during the various planning initiatives conducted in the Westside Redevelopment Area. The Plan was developed through an extensive inventory and analysis of existing conditions, recommendations of the relevant plans, community input through workshops and neighborhood surveys conducted during the various planning efforts within the Westside Redevelopment Area boundaries.



Location of Pensacola in Florida

EXECUTIVE SUMMARY

The Westside Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the City of Pensacola, to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the south-western section of the City. Each of the planning initiatives involved a series of community workshops and meetings designed to create a unified vision for the Westside Neighborhoods. The consensus based Redevelopment Plan that emerged from this stakeholder driven planning process integrates several objectives: ***enhance the physical environment; preserve and enhance residential character; support and expand commercial activity; introduce a diverse mix of uses along primary corridors; pursue new development opportunities; create a community focal point to foster positive change in the area's core; improve the pedestrian environment; and overcome the obstacles to economic development.***

The Westside Neighborhoods Plan, completed in 2005, forms the foundation for several of the objectives and strategies discussed in this Redevelopment Plan. It is the intent of this Redevelopment Plan to develop a comprehensive document that integrates the recommendations contained in the various plans and studies to meet the requirements of the Florida Statutes as it relates to the preparation of Community Redevelopment Plans. The Westside Redevelopment Plan updates, revises, and refines the recommendations of the adopted City plans mentioned above. The Redevelopment Plan process was based upon the following components:

Inventory of existing conditions
Neighborhood Analysis and Recent Studies
Public Involvement
Community Vision, goals and objectives
Action Strategies
Organizational Framework
Capital Improvement Projects and Anticipated Costs

The Redevelopment Plan is intended to be a guiding document for actions designed to overcome obstacles to desired future growth and development. To be useful as a long-term redevelopment guide, the Plan must be flexible to accommodate unanticipated changes and over time, and should be monitored closely and updated to reflect changes in the economy, public concerns and private sector development opportunities.

PLAN CONTENT AND ORGANIZATION

The Redevelopment Plan intends to serve as a comprehensive resource for community leaders and stakeholders that are engaged in shaping the social, economic, and physical form of the area. Future actions targeted in this area are anticipated to follow the recommendations of the Redevelopment Plan through continued discussions with the residents, community stakeholders, and City agencies.

Starting with the Overview (Chapter 1), the Westside Redevelopment Plan consists of six chapters and appendices.

Chapter 2: Summary of Inventory Results

This chapter presents a brief summary of the existing conditions including existing land uses, zoning districts, future land use designations, demographic profile, housing conditions, and neighborhood identity and aesthetics. The summary of inventory results extracts data generated by past studies including the American Creosote Works Superfund Site Reuse Plan (CH2M Hill), Westside Neighborhoods Plan (RMPK Group) and the Westside Finding of Necessity Study (RMPK Group). Other resources include the Escambia County Property Appraiser GIS database, U.S. Census 2000, University of West Florida Haas Center of Business Research and Economic Development 2006 Area Profile, and the University of West Florida Housing Conditions Survey.

Chapter 3: Neighborhood Analysis

The first section of this chapter reviews and summarizes the recommendations of the recent planning studies completed in the Westside Redevelopment Area. The second section of the chapter identifies the area assets, opportunities, and issues utilizing the results of the inventory chapter and the public involvement process. This chapter establishes the basis for recommendations contained in the Concept Plan and associated implementation strategies.

Chapter 4: Concept Plan

The information generated from the inventory phase, neighborhood analysis, and the public involvement phases is the foundation for the recommendations contained in the Concept Plan. This chapter details action strategies based on established objectives and summarizes the general intent of the Redevelopment program providing guidelines for promoting the sound development and redevelopment of properties in the neighborhood.

Chapter 5: Capital Projects and Program Initiatives

Chapter 5 builds on projects outlined in the preceding chapter, to identify projects that can be pursued in the short-term, mid-term, and long-term. The chapter also includes anticipated costs for the proposed improvements and funding sources to assist the CRA with budgeting and financial planning.

Chapter 6: Implementation Strategies

Chapter 6 presents the organizational framework and financial strategies that will be required for successful implementation of the Redevelopment Plan program. It defines the roles and responsibilities that should be undertaken by the various agencies and stakeholders that are involved in shaping the future development of the Westside Neighborhoods.

Appendices

The appendices provide resources that contain information required by Section 163.362 F.S. and supplemental data that was utilized in the preparation of the Redevelopment Plan. Appendix A contains estimated tax increment financing (TIF) revenue projections and recommended TIF districts that should be established in the Redevelopment Area. Appendix B of the Plan contains a section that addresses the specific requirements of Section 163.362 of the Florida Statutes related to Community Redevelopment Plans. Appendix C contains a summary of the information obtained during public workshops. Appendix D is the legal description of the boundary as required by the Florida Statute. Appendix E provides the inventory and analysis from the Westside Neighborhoods Plan, completed in 2005, that serves as the foundation for many of the recommendations discussed in the document. Appendix F contains the Finding of Necessity Study Report that was undertaken to establish the Westside Area as a "blighted" area and subsequently designated as a Community Redevelopment Area. Appendix G contains the recommended alternative for American Creosote Works Site reuse. Appendix H lists the funding sources referenced in the document.

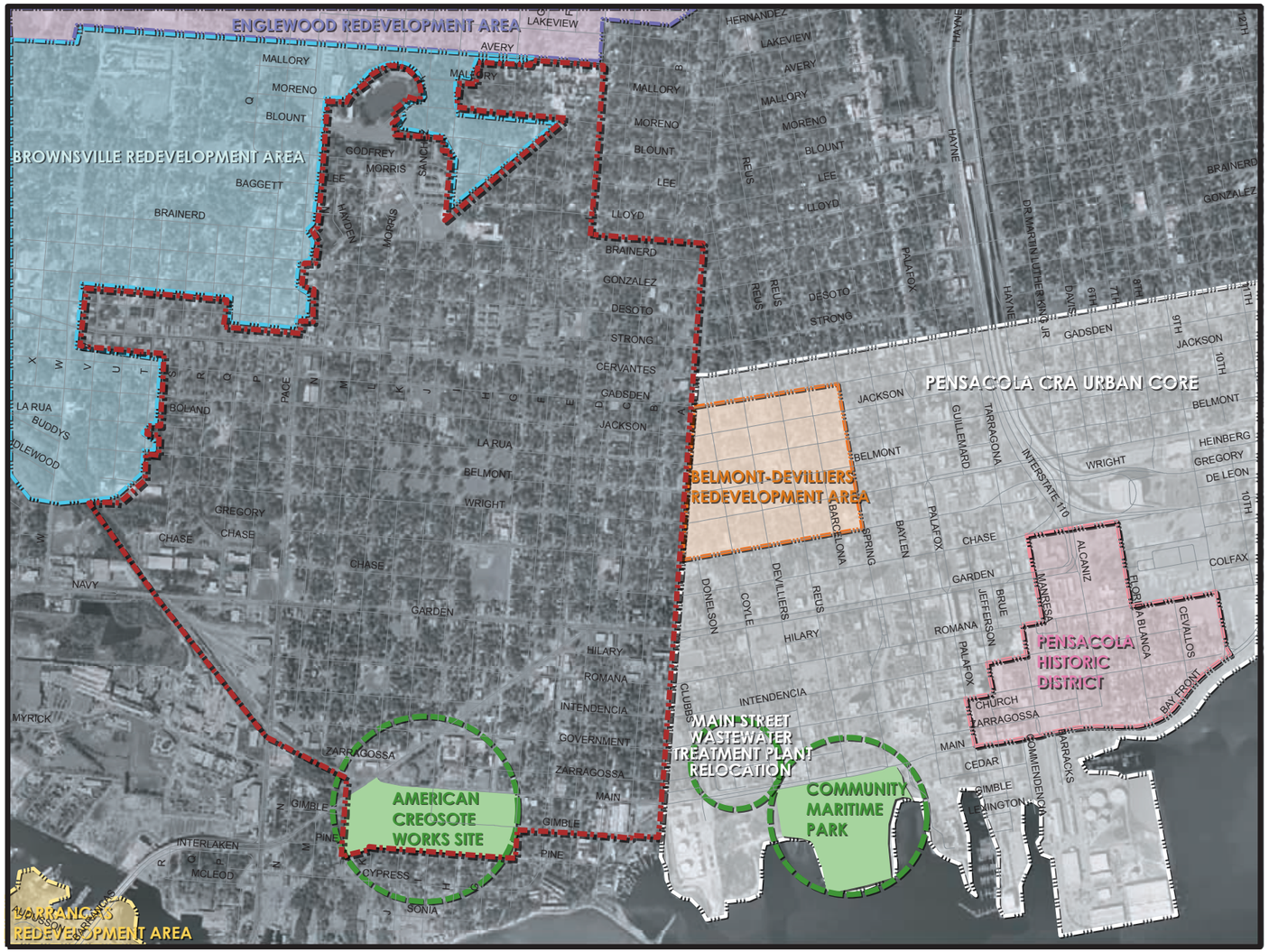
REDEVELOPMENT AREA BOUNDARY AND AREA CONTEXT

The Westside Community Redevelopment Area boundary was selected after a detailed evaluation of existing conditions and observations and its conformance to applicable provisions of Section 163.340 F.S. relating to areas considered eligible for the purpose of establishing a Community Redevelopment Agency. The Westside area, located in the southwestern section of the City, is a predominantly residential area with dedicated commercial and industrial uses scattered along primary transportation corridors. As illustrated in Map 1, the area is strategically located, west of the established urban core CRA boundary, in the vicinity of Pensacola Bay to the south. Appendix D contains the legal description of the Westside Redevelopment Area boundary.

The Redevelopment Area is generally defined by the corporate limit line on the north (Baptist Hospital), City limits on the west, Pine Street on the south and "A" Street on the east (Map 1). The Westside area's proximity to the Downtown Pensacola CRA district, the Belmont Devilliers Neighborhood, and the Pensacola Bay are valuable assets that have a significant impact on its future development. In particular, the proposed Community Maritime Park, located less than half a mile east of the Westside Redevelopment Area boundary along Main Street, is anticipated to serve as a catalyst that creates synergies and partnerships between the private and public sectors, in turn improving the quality of life for residents in surrounding areas. The relocation of the ECUA's Main Street Wastewater Treatment Plan presents another opportunity for a change in future land use in the vicinity of the Redevelopment Area and as a result strengthening the market conditions for desired development within the Westside Redevelopment Area. The success of the Westside Redevelopment Plan will ultimately depend on capitalizing on these opportunities to benefit the residents living in the immediately surrounding neighborhoods and the larger community.

The Westside Redevelopment Area shares its boundaries with three CRA planning areas established by Escambia County-Brownsville, Barrancas, and Englewood. This condition presents a valuable opportunity for the Westside CRA to establish strategic partnerships with Escambia County to pursue joint improvements and ensure maximum utilization of existing resources and provide for an improved quality of life for residents in both jurisdictions.

REGIONAL CONTEXT MAP MAP 1



0 335 670 1,340 2,010 2,680 Feet

CITY OF PENSACOLA
WESTSIDE COMMUNITY REDEVELOPMENT AREA PLAN

Chapter 2 SUMMARY OF INVENTORY RESULTS

Inventory

Example of good architectural elements

Stone cladded house: Chase Street

The inventory section summarizes the information collected from several sources, including site visits, previous planning studies, and GIS database analysis to prepare a comprehensive database used as a guiding framework for the recommendations presented in the Redevelopment Plan. Previous plans referenced to compile this inventory include the Westside Neighborhoods Plan (Appendix E), Westside Neighborhoods Finding of Necessity Study (Appendix F), and the ACW Conceptual Reuse Plan (Appendix G).

According to the Escambia County Property Appraiser database, the Redevelopment Area contains 2,858 parcels encompassing an area of 849 acres (excluding right-of-ways). The Redevelopment Area accounts for only five percent (5%) of the City's total land area and nearly eleven percent (11%) of the total parcel count.

Existing Land Use

Fig. 2.1 illustrates the distribution of land uses within the Westside Redevelopment Area, based on data extracted from the Escambia County Property Appraiser GIS database. The Property Appraiser database utilizes land use codes based on the Department of Revenue codes to appraise land values for tax collection. As shown in Map 2 and Table 2.1, the Westside Redevelopment Area is predominantly residential accounting for sixty-seven percent (67%) of the total parcel count, followed by vacant lands (20%) and commercial uses (8%).

Residential

Residential uses constitute the largest component of the existing land use categories within the Redevelopment Area boundaries, accounting for approximately 380 acres or 45% of the area's total land area. According to the Escambia County Property Appraiser database, there are a total of 1,805 estimated properties categorized as single-family units within the area, constituting 93% of the total parcels under residential uses. Multi-family housing units represent the remaining seven percent (7%) of the total residential uses. This includes the Morris Court housing, Attucks Court, and isolated parcels scattered within the single-family neighborhoods.

Public Housing: Blount Street

Figure 2.1 Percentage of Existing Land Use, Westside Redevelopment Area

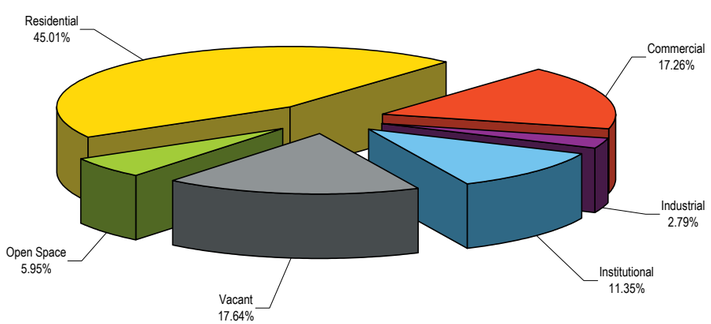
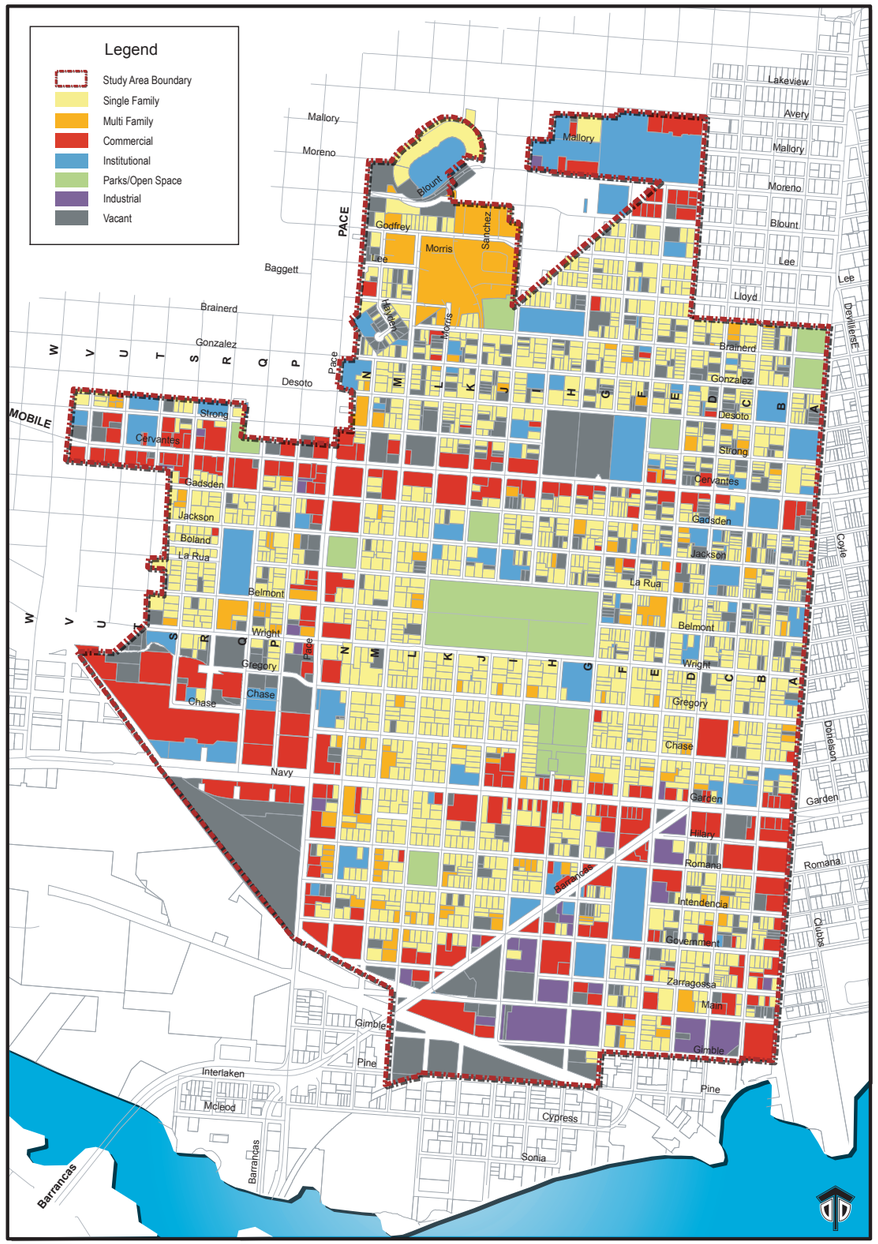


Table 2.1 Existing Land Use, Westside Redevelopment Area

Land Use Categories	Acreage	Percent	Count	Percent
Residential	378.76	45.01%	1,918	67.11%
Commercial	145.22	17.26%	242	8.47%
Industrial	23.47	2.79%	26	0.91%
Institutional	95.54	11.35%	92	3.22%
Vacant	148.48	17.64%	565	19.77%
Open Space	50.07	5.95%	15	0.52%
Total	841.55	100.00%	2,858	100.00%

EXISTING LAND USE MAP 2



WESTSIDE COMMUNITY REDEVELOPMENT AREA PLAN

CITY OF PENSACOLA

0 250 500 1,000 1,500 2,000 Feet

Restaurant: Cervantes Street

Commercial Establishments: Cervantes Street and Pace Boulevard

Commercial

While the commercial uses comprise of only eight percent (8%) of the total parcel count, it accounts for nearly seventeen percent (17%) of the total land area. Majority of the commercial uses are concentrated along the area's primary corridors- Cervantes Street, Pace Boulevard, Garden Street and "A" Street (south of Garden Street). Development types along the corridors include a diverse range of uses- suburban style strip malls, retail stores, motels, gas stations, auto repair garages, liquor stores, auto sales, fast food chains, and professional offices.

Vacant Land

The Escambia County Property Appraiser records indicate that nearly eighteen percent (17.6%) of all parcels within the Westside Redevelopment Area are vacant, compared to a ten percent (10.1%) vacancy rate for the City's total parcel count. Nearly twenty percent (17.1%) of the Redevelopment Area's total parcel count is vacant residential compared to only nine percent (8.6%) of vacant residential propertied found citywide.

The Westside Redevelopment Area also accounts for a higher percentage of vacant commercial properties (2%) compared to the City's commercial vacancy rate (1.4%). In terms of acreage, nearly four percent of the total parcel acreage is classified vacant, compared to only 0.4% for the City of Pensacola. Nearly sixteen percent (15.5%) of the Redevelopment Area's total acreage is comprised of vacant parcels, compared to four percent (4%) for the City.

Seven (&) industrial properties within the Redevelopment Area are currently vacant, including the former American Creosote Works Site and the property owned by Alabama Railroad at the southwest corner of Pace Boulevard and Navy Boulevard. Vacant lands, underutilized properties, and abandoned buildings present both an opportunity and liability for redevelopment efforts. For instance, large sized vacant parcels along primary corridors can be redeveloped with greater ease as they typically do not require land assemblage. However, several of these parcels might have underground contamination as industrial uses in the past, such as sites owned by utilities and manufacturing plants, resulting in clean-up costs that are a burden on potential developers.

Industrial

The Redevelopment Area contains twenty-six parcels under the "industrial" land use category, representing approximately three percent (2.8%) of the Westside Redevelopment Area's total land area. These uses are concentrated in the southern section of the Redevelopment Area, predominantly along Main Street and relatively small sized parcels along Barrancas Avenue. Some of the smaller industrial uses are adjacent to single family residential units and may be perceived as a health and safety hazard to the neighborhoods, when adequate buffering provisions are not provided.

Institutional

Institutional uses account for three percent (3.2%) of the total parcels contained within the Redevelopment Area boundaries. The institutional uses include faith-based organizations, schools and other charitable and non-profit institutions. Approximately forty faith-based institutions (41) and three schools- Hallmark Elementary, Allie Yniestra Elementary, Life Skills Charter School are located within the Redevelopment Area boundaries. The remainder of the institutional uses includes day care centers, United Way of Escambia County, Environmental Health Department, Pensacola Fire Station, and other public facilities.

Parks and Open Space

The National Recreation and Park Association recommends a minimum of 2 acres per 1000 population for locating neighborhood parks. As such, the total land area presently designated for parks and recreation is approximately 10.87 acres. This satisfies the recommended criteria considering the West Side Neighborhoods population of 4,500. However, not all children can safely walk to the parks. Available vacant lands are opportunities for locating smaller, pocket parks that are strategically placed throughout the community. The Westside Redevelopment Area has the following parks and recreational facilities located within its boundaries:

- Fricker Recreation Center (De Soto Street & F Street)
- Legion Field (Gregory Street & Chase Street)
- Morris Court (Brainerd Street & J Street)
- Terry Wayne East Park (Gadsden Street, J Street & K Street)

Cemeteries located within the Redevelopment Area are an integral component of the open space network, while at the same time serving as important historic landmarks for the community. There are five cemeteries located within the Redevelopment Area boundaries- AME Zion Cemetery, Talbert Chapel Cemetery, St. John's Cemetery, St. Joseph's Cemetery, and the Jewish Orthodox Cemetery.

Industrial uses

Industrial districts

Allie Yniestra Elementary School

Greek Orthodox Church

Fricker Recreation Center

Attucks Court: Tot Lot

St. John's Cemetery

St. Joseph's Cemetery

Zoning

Table 2.2 and Map 3 illustrate the nine zoning districts contained within the Westside Redevelopment Area boundaries. Residential zoning categories represent fifty-seven percent (57%) of the total parcel count in the area and include the following categories:

Low density residential land use district (R-1AAA) - Maximum allowable density is four and eight-tenths (4.8) dwelling units per acre

Medium density residential land use district (R-1A) - Maximum allowable density is twelve and four-tenths (12.4) dwelling units per acre for single family detached units; seventeen and four-tenths (17.4) units per acre for duplex and townhouses.

High Density Residential land use district (R-2A)

The other zoning districts contained in the Redevelopment Area include:
Residential/ Office land use district (5.4%);
Residential Neighborhood Commercial (9.6%);
Commercial districts -C-1, C-2, C-3 (34.4%);
and Industrial districts -M-1 and M-2 (3.4%)

Table 2.2 Percentage of Zoning

Zoning Categories	Acreage	Percent	Count	Percent
Residential	366.32	43.53%	1610	56.33%
Commercial	276.79	32.90%	994	34.78%
Industrial	110.96	13.18%	98	3.43%
Mixed-Use	87.31	10.37%	155	5.42%
Site Specific Development	0.17	0.02%	1	0.04%
Total	841.55	100.00%	2858	100.00%

Regulatory Framework

The City of Pensacola Comprehensive Plan is a guiding document that sets forth goals, objectives, and policies that help define the character, rate of growth, and timing for future development in the City. The following policies included in the Goals, Policies and Objectives of the adopted Comprehensive Plan have a direct impact on the Westside Redevelopment Area:

Transportation Element

Objective 1.4: The City of Pensacola shall accommodate motorized and non-motorized forms of transportation in the design of transportation improvement projects.

Goal 8: The City of Pensacola shall coordinate with railroad companies serving within the City for efficient railroad service and to reduce conflicts with City redevelopment activities.

Objective 8.1: The City shall coordinate for safe and efficient railroad operations along the existing system within the city limits.

Policy 8.1.5: The City shall coordinate with the Alabama and Gulf Coast Railroad to study the relocation or removal of the trackage from Main Street, and request the railroad to remove any unused trackage within the City limits.
Policy 8.1.7: The City shall take action to secure abandoned railroad rights-of-way in the event that track removal or relocation occurs and determine the best land use for the impacted rights-of-way.

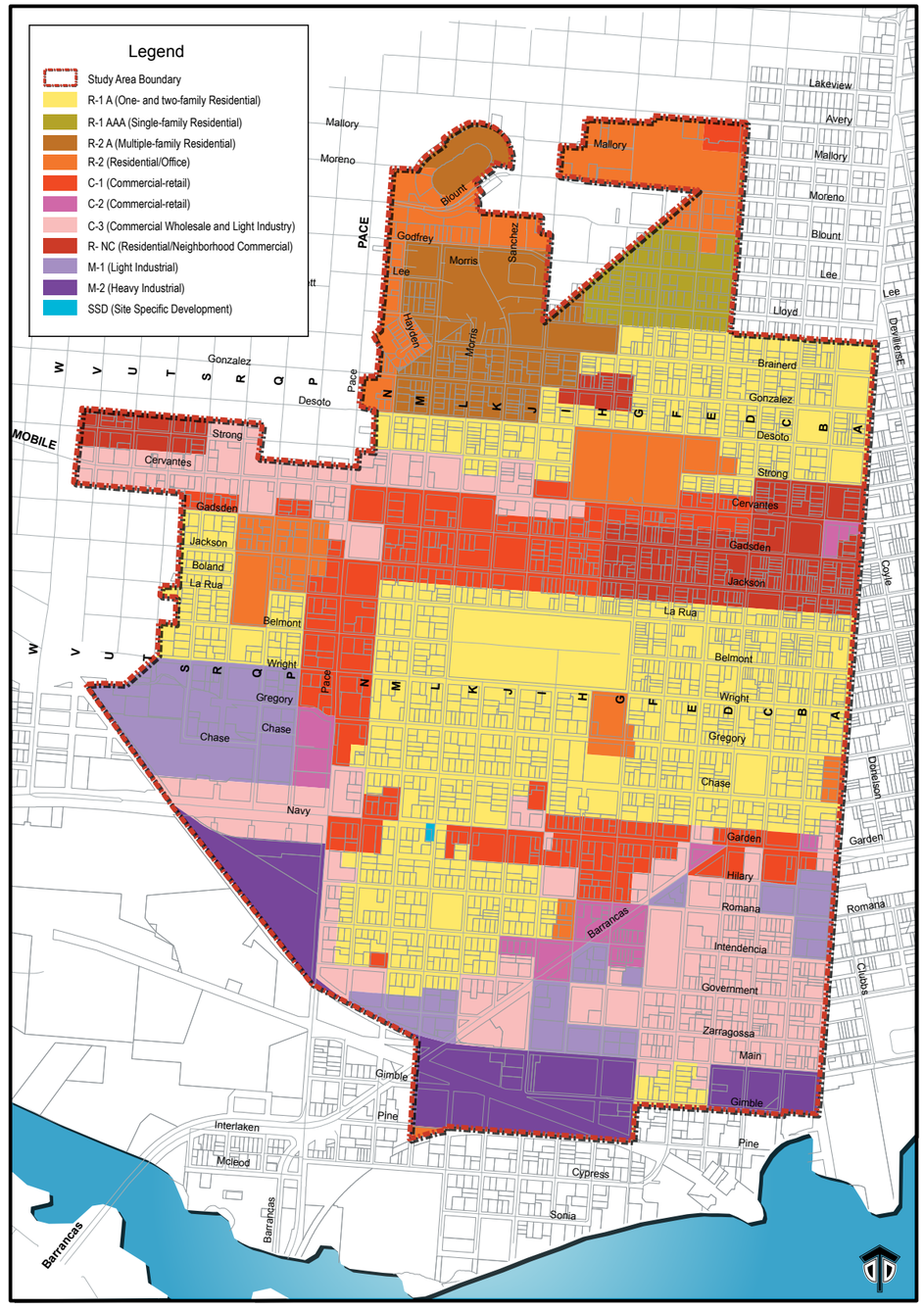
Coastal Management Element

Policy 1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) will be based on the following priorities to the maximum extent feasible
a. Water dependent uses
1. Commercial
2. Light Industrial

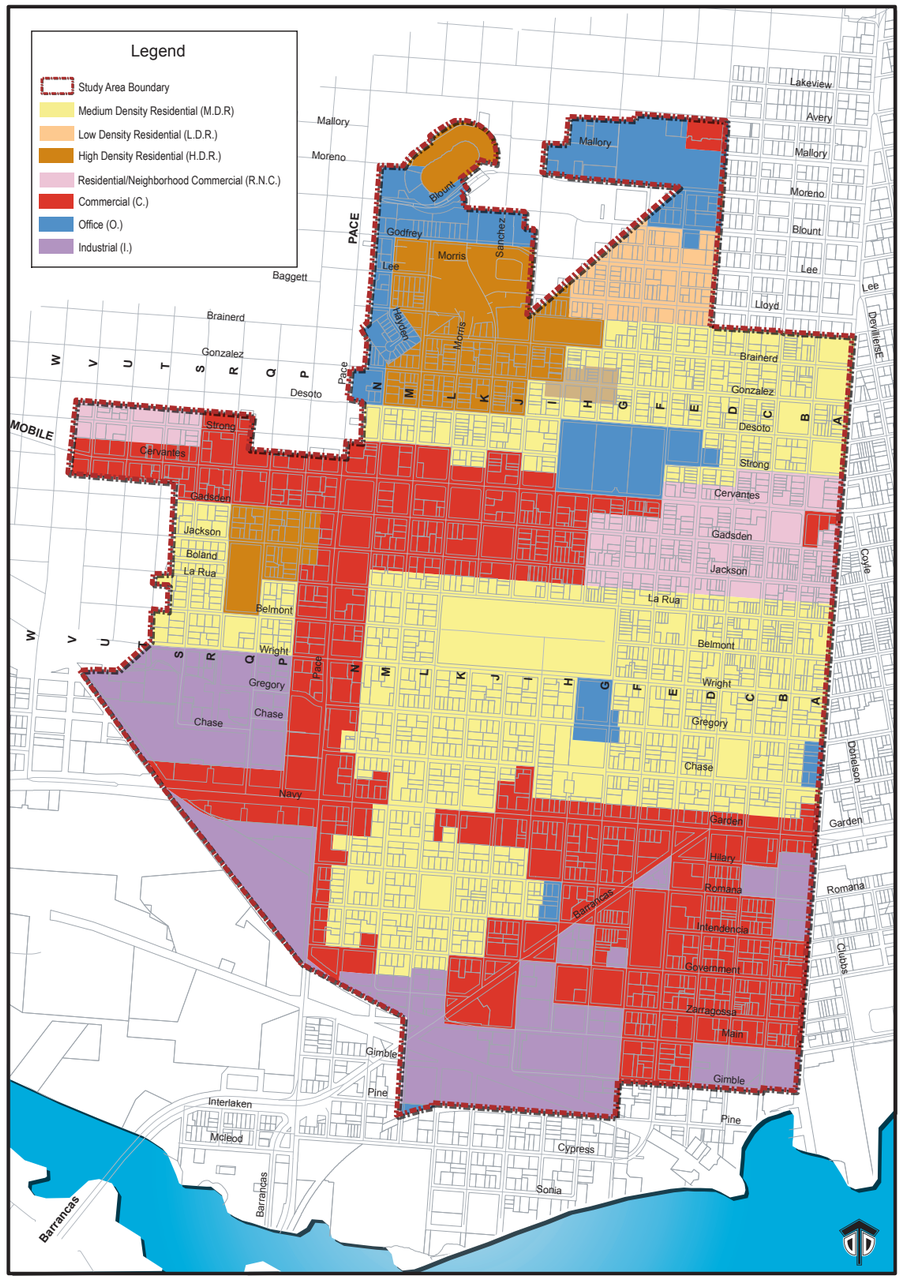
b. Water related recreation
c. Residential
d. Commercial

Policy 1.2.1: The CHHA shall be designated as the evacuation zone for a category 2 hurricane as established in the Northwest Florida Hurricane Evacuation Study.

ZONING MAP 3



FUTURE LAND USE MAP 4



Policy 1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

• Low density – along Escambia Bay north of Hyde Park Road and south of Gadsden
Street, and along both shores of Bayou Texar;
• Medium density – along Pensacola Bay (except for the Historic District), and along Bayou Chico; and
• High density – Historic District.2.2.5 Conservation Element

Objective 1.4: By 1992, the City shall participate in the development of a hazardous waste management program, in coordination with the State and County, for the proper collection, storage, disposal, and transport of hazardous wastes generated within the City.

Policy 1.7.3: The City shall continue to coordinate its efforts with those of federal and state agencies to complete the clean-up of hazardous waste sites and abandoned dump areas to protect the groundwater from leaching.

Recreation and Open Space Element

Policy 1.1.1: The City will adopt a recreational level of service of .5 acres/1000 persons for mini-parks (at ¼ mile radius); 2 acres/1000 persons for neighborhood parks (at ½ mile radius); 1.5 acres per 1000 persons for community parks (City wide radius).

Activity based level of service standards shall be adopted as follows:

Swimming Pools 1 pool/25,000 population
Tennis Courts 1 court/2,000 population
Basketball Courts 1 court/5,000 population
Baseball/Softball Fields 1 field/30,000 population
Football/Soccer/Rugby Fields 1 field/ 4,000 population
Golf Course (9 hole) 1 course/ 25,000 population
Golf Course (18 hole) 1 course/ 500,000 population

Policy 1.1.8: The City shall identify and prioritize for acquisition, properties that provide open space amenities, especially if they

Future Land Use Element

Goal 1: The City of Pensacola shall maximize the use of land both from an economic standpoint and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.

Objective 1.1: The City shall specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy 1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows:
• Conservation District
• Residential Districts
• Office District
• Residential/Neighborhood Commercial Districts
• Commercial Districts
• Industrial Districts
• Neighborhood Districts

Map 4 illustrates the future land use distribution reflecting the desired development pattern for the Redevelopment Area, in accordance with the goals, objective, and policies identified in the Comprehensive Plan. The Future Land Use Element of the Comprehensive Plan establishes the following designations for the Redevelopment Area:

1. Low Density Residential: The allowable density for district is 5 or fewer residential units per acre. Areas under this district are concentrated south of Baptist Hospital between Blount Street and Lloyd Street.

2. Medium Density Residential: The allowable density for district is 18 or few residential units per acre. This category constitutes the majority of the residential neighborhoods within the Redevelopment Area.

3. High Density Residential: The allowable density for district is 35 or fewer residential units per acre. Morris Court Development represents this district within the Redevelopment Area boundaries.

4. Residential/ Neighborhood Commercial: 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. Within the Redevelopment Area boundaries, this district includes the areas located along Cervantes Street between Strong Street and La Rua Street.

5. Commercial: This 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. Within the Redevelopment Area, the properties include those in the vicinity of primary corridors- Pace Boulevard from Strong Street to the Redevelopment area's southern boundary; Cervantes Street from H Street on the east to the City limits to the west; sections of Garden Street, Barrancas Avenue and Main Street.

6. Office: The Office Land Use District is established for the purpose of providing for a mixture of residential and office uses, developed separately or within the same structure. When located in older, developed areas of the city, the district is intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. Properties fronting Pace Boulevard surrounding the Morris Court development, Baptist hospital, Attucks Court and the Environmental Health Department office on Wright Street are included in this district.

7. Industrial: The Industrial Land Use District is established for the purpose of providing areas for industrial development for community and regionally oriented service areas. The district is intended to facilitate the manufacturing, warehousing, distribution, wholesaling and other industrial functions of the city and the region. The properties in this district are generally located south of Wright Street and west of Pace Boulevard (Gulf Power and Alabama Railroad owned properties), and south of Main Street (including the ACW site).

Demographics and Socio-Economic Conditions

Demographic information for the Redevelopment Area and its surrounding neighborhoods was compiled during the Finding of Necessity Study conducted in January 2007. Appendix F contains the Finding of Necessity Study and includes detailed information about the area demographics and socio-economic trends. This section summarizes the findings of the community's demographic profile and compares it with the City's statistics. It should be noted that some of the indicators discussed below are representative of the entire Westside Neighborhoods and not the Redevelopment Area in isolation. For the purpose of this analysis, the report assumes that the economic indicators for larger area are a close approximation for the conditions witnessed in the Redevelopment Area.

The data for the demographic and analysis was extracted from the 2006 Area Profile provided by the University of West Florida Haas Center of Business Research. The profile also includes a comparative analysis between the 2000 U.S. Census statistics and 2006 estimates for the Westside Redevelopment Area to evaluate the growth rate trends in the past five years.

Population and Households

As shown in Table 2.3, the Westside Redevelopment Area has experienced a slight decline in population from 7,523 residents in 2000 to 7,196 (estimated) residents in 2006. In comparison, the City's population also experienced a decline from 56,255 in 2000 to 55,696 residents in 2006. In terms of total households, the Westside Redevelopment Area witnessed a slight decrease by 3.25%, from 3,007 households in 2000 to an estimated 2,909 households in 2006. On the other hand, the total households in the City increased by 0.81%, from 24,524 in 2000 to 24,723 in 2006.

The declining population and household trends has resulted in a weak investment image for the Redevelopment Area. The decreasing population base is considered by the private sector when making investment decisions and indicates a high-risk market for development. Therefore, these demographic trends should be reversed before the community can expect sustainable economic development to occur.

Age, Race and Educational Attainment

Based on the 2006 estimates, the Westside Redevelopment Area continued to demonstrate distinctly different racial composition, education characteristics and employment trends as compared to the City. The Redevelopment Area residents are estimated to form a younger population base as compared to the City, with nearly twenty-six percent (26%) of the area's total population falling below the age of 18. In comparison, twenty percent (20%) of the City's total population is estimated to be below the age of 18. (See Appendix D for detailed demographic data)

According to the 2006 estimates, sixty-nine percent of Westside Redevelopment Area's total population are African American- a share thirty-six percent greater than the City's African American population. The educational attainment levels for the redevelopment area residents are also significantly lower than the City's education levels. Census 2000 data indicates that nearly twelve percent (12%) of the Redevelopment Area's population 25 years old and over have less than 9th grade education. In comparison, only four percent of the City's total population 25 years old and over has a less than 9th grade education.

While the Redevelopment Area's population accounts for nearly 13% of the City's total population and five percent (5%) of the total land area, it exhibits a disproportionately higher percentage of distressed conditions as compared to the rest of the City.

High unemployment rate
The Westside Redevelopment Area has an unemployment rate of 8.4% compared to the citywide rate of 5.8%.

High Poverty rate
Nearly 31% of total families in the Westside Redevelopment Area have an income below the poverty level threshold compared to 12% for the City.

Low Per Capita Income
Per capita income for the Westside Redevelopment Area at $14,924 is almost 57% of the citywide per capita income at $26,013.

Low household income
Median household income for the Westside Redevelopment Area ($23,770) is less than half of the City's median household income ($58,130).

Low housing values
Median home values in the Study Area nearly 55% of the citywide median housing values.

Table 2.3 Income Level and Home Values

2006			
INCOME	**City of Pensacola**	**Westside Redevelopment Area**	**% of City**
Total Population	**55,696**	**7,196**	**12.9%**
Total Households	24,723	2,909	11.8%
Average Household Income	$58,130	$35,817	61.6%
Median Household Income	$41,146	$23,770	57.8%
Per Capita Income	$26,013	$14,924	57.4%
Median Home Value	$164,572	$89,658	54.5%

Source: 2006 Area Profile, University of West Florida Haas Center of Business Research and Economic Development

Table 2.4 Poverty Level

2006				
POVERTY LEVEL	**City of Pensacola**	**%**	**Westside Redevelopment Area**	**%**
Total Families	14,153		1,701	
Income Above Poverty Level	12,448	88.0%	1,182	69.4%
Income Below Poverty Level	1,705	12.0%	519	30.6%

Source: 2006 Area Profile, University of West Florida Haas Center of Business Research and Economic Development

Table 2.5 Employment

EMPLOYMENT	**2000**			
	City of Pensacola		**Westside Redevelopment Area**	
Total Population 16+ In Labor Force	26,845	59.7%	2,800	51.2%
Civilian Employed	24,417	54.3%	2,510	45.9%
Civilian Unemployed	1,709	3.8%	268	4.9%
In Armed Forces	719	1.6%	16	0.3%
Not in Labor Force	18,121	40.3%	2,669	48.8%
	2006			
	City of Pensacola		**Westside Redevelopment Area**	
Total Population 16+ In Labor Force	25,041		2,740	
Civilian Employed	23,589	94.2%	2,510	91.6%
Civilian Unemployed	1,368	5.8%	211	8.4%
In Armed Forces	NA	NA	NA	NA
Not in Labor Force	NA	NA	NA	NA

Source: 2006 Area Profile, University of West Florida Haas Center of Business Research and Economic Development

Catholic Diocese Pastoral Center: Garden Street

Greater Little Rock Baptist Church: A Street

St. Stephen Catholic Church: Garden Street

Neighborhood Identity and Aesthetics

The Westside Redevelopment Area includes six neighborhood associations- West Pointe Heritage, St. John's Coalition/ Terry Wayne, Westside Sunshine, Change of Pace, Brownsville Neighborhood, and Tanyard. While each neighborhood contains unique characteristics, there are several over-riding issues that are representative of the entire Redevelopment Area that must be addressed by the Westside Neighborhoods Redevelopment Plan.

In addition to declining socio-economic conditions, the deteriorating physical environment also has a negative impact on the investment image of a community. Table 2.3 shows the results of the City of Pensacola Property Survey, conducted in 2003, to illustrate the deteriorating conditions existing in the Redevelopment Area. The damage caused by Hurricane Ivan in 2004 and Hurricane Dennis in 2005 has also contributed to the inventory of deteriorating properties in the Redevelopment Area.

Based on the information obtained from the City of Pensacola Property Conditions Survey and physical observations, a variety of housing conditions are found in the Westside Redevelopment Area. While some housing units are well kept and well maintained, others are in varying stages of disrepair. Two types of substandard housing were observed:

Deteriorated Housing Units are units that are considered to be suitable for rehabilitation through either minor or major repairs to renovate one or more of the following defects:

- Broken or missing materials in small areas of exterior wall or roof
- Badly weathered appearance
- Indications of rotting
- Open pockets in exterior walls

Dilapidated Housing Units are units that do not provide safe and adequate shelter and have one or more of the critical structural defects listed below. Such units are generally considered to be beyond rehabilitation.

- Inadequate or missing original construction
- Severe damage due to fire or weather
- Holes in large areas of the roof
- Sagging roof lines and bulging walls
- Doors or windows incapable of being closed or secured
- Large areas of rot or termite damage
- Severe foundation settling

The presence of dilapidated, vacant or boarded-up housing units in a neighborhood exerts a negative influence on attracting potential future residents. The condition of these units is a deterrent to continuing investment and maintenance of other units. Lack of oversight of these properties creates places that encourage undesirable activities. Although, a number of units are presently occupied, they have been allowed to slide into disrepair.

Deferred maintenance occurs for three primary reasons. First, owner-occupants may not be able to afford needed improvements and regular maintenance. Second, owner-occupants may not be inclined to continue investing in maintenance of the unit, anticipating a move or feeling that housing conditions in the area do not warrant continued upkeep. Third, owners of rented units may defer maintenance in order to maximize return on the unit. Poorly maintained and overgrown vacant lots and other open spaces such as easements and drainage areas are blighting influences on residential neighborhoods. Periodic maintenance of these areas, with costs billed to the landowner, can prevent the accumulation of debris and overgrowth.

In a number of cases, the homeowner does not have the financial means to make repairs and improvements to the structure. Consideration should be given to the establishment of a public/ private partnership to provide low interest home rehabilitation loans to supplement existing City rehabilitation loan programs.

There are a number of vacant lots on which infill housing could be built. The City should incorporate design standards to ensure housing development that enhances the aesthetic appeal of the neighborhood. With the recent hurricane that left the West Side Neighborhoods in such a poor condition, funding assistance for clean-up must be tapped or made available. Design standards and code enforcement must be increased.

On the other hand, the Westside Neighborhoods have several assets that can be built upon to bring about positive change within the community. Some of these assets include:

- The existing canopy of trees on residential streets which were damaged by the hurricane. These oak trees can be restored naturally to create attractive residential streetscapes.
- The presence of significant faith based organizations unique to the Westside Neighborhoods provides an opportunity to instill a sense of community identity and pride.
- The distinctive architecture of older structures found within the neighborhoods.
- Area Schools and recreational amenities provide a strong social and educational framework for local youths.

Existing Housing Conditions

Brownfields

According to the Florida Brownfield Redevelopment Act (Florida Statute, 376.79), "Brownfield sites are defined as real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination."

Developers are often reluctant to redevelop these sites because of liability and contamination issues. Brownfields provide a unique redevelopment opportunity as a number of incentives are available to survey or clean up these sites. In addition, the State of Florida also links tax incentives to job creation on Brownfield sites, and reserves 30 percent of its Quick Response Training program funding for employees of businesses that locate in locally-designated Brownfield areas.

The abandoned 18-acre American Creosote Works wood preserving plant, located between Main Street and Pine Street, is a federally designated Superfund Site. Superfund sites include any land that has been contaminated by hazardous waste and identified by the Environmental Protection Agency (EPA) as a candidate for clean-up activities because it poses a risk to human health and the environment.

Additionally, there are several former industrial sites located in the Redevelopment Area that may be contaminated. The City should investigate further into compiling an inventory of vacant and contaminated lands in the Redevelopment Area and work with the property owners to educate them about the benefits of brownfield development and incentives available for redevelopment.

Crime

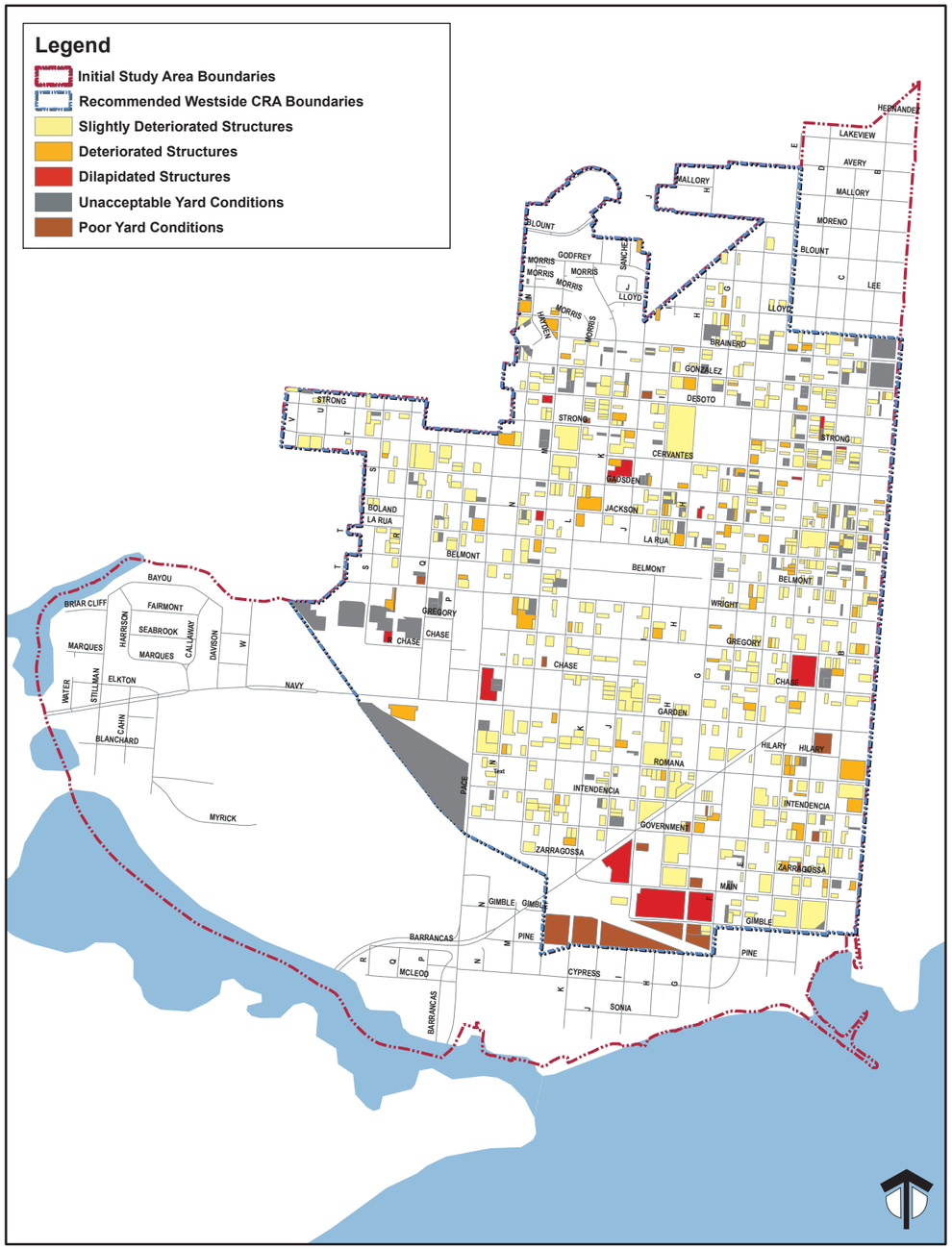
According to the 2005 crime statistics data provided by the City of Pensacola Police Department, the incidence of crime in the Westside Redevelopment Area is higher than the remainder of the City. The data reported that 1,369 of the total 6,695 citywide offenses for which police reports were made occurred within the Westside Neighborhoods, representing twenty percent of the total crimes committed in the City.

Table 2.6 Crime Statistics 2005

CRIME STATISTICS 2005					
Population	City of Pensacola		Westside Neighborhood		Percent of City Population
	56,255		7,196		12.79%
	# of Crimes	Crimes Per Capita	# of Crimes	Crimes Per Capita	% Crime Occurrence in Westside
Crime Category					
Burglary Crimes	724	1.3%	150	2.1%	20.7%
Robbery Crimes	93	0.2%	21	0.3%	22.6%
Theft Crimes	1,834	3.3%	283	3.9%	15.4%
Assault/Battery Crimes	838	1.5%	194	2.7%	23.2%
Narcotic Related Offenses	606	1.1%	215	3.0%	35.5%
Violent Crimes	178	0.3%	21	0.3%	11.8%
Other	2,422	4.3%	485	6.7%	20.0%
Total Offenses	6,695	11.9%	1,369	19.0%	20.5%

PROPERTY CONDITIONS

MAP 5

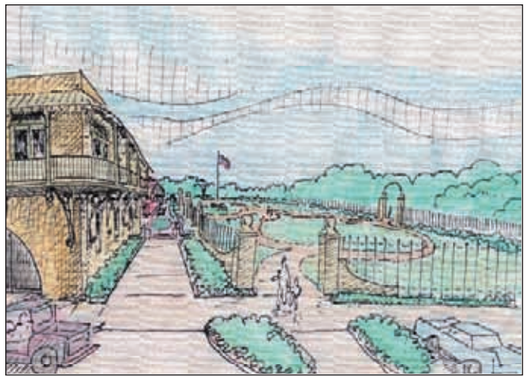


Chapter 3 NEIGHBORHOOD ANALYSIS

Previous Plans

The Neighborhood Analysis section evaluates and identifies issues impacting the character and function of the Westside Redevelopment Area. The intent of this section is to review and validate pertinent concepts, projects and programs put forth in previous plans for the area (American Creosote Works Reuse Plan (2003); Westside Neighborhoods Plan (2005); Urban Infill and Redevelopment Area Plan) that implement current community goals and objectives.

The primary source of information for the neighborhood analysis includes observations and recommendations contained in these previous planning efforts together with community input gathered during public workshops. The analysis phase establishes the basis for recommendations contained in the concept plans and associated implementation strategies.



West Park Entrance
Source: ACW Reuse Plan CH2M HILL

Gimble Street Looking West
Source: ACW Reuse Plan CH2M HILL

ACW Superfund Site Reuse Plan (2003)

Overview:

The City of Pensacola received a grant from the U.S. Environmental Protection Agency to develop a conceptual reuse plan for the currently vacant 18-acre, EPA- designated, American Creosote Works (ACW) Superfund site. ACW was in operation between 1902 and 1981 as a wood-preservation facility, treating telephone poles with creosote-based preservatives until 1950 and pentachlorophenol-based preservatives from 1950 to 1981. Remediation efforts by the EPA are currently underway, but aside from these efforts, and an existing groundwater treatment operation, no other activity occurs on the ACW site. The site is generally located between Gimble Street to the north, Pine Street to the south, "L" Street to the west, and "F" Street to the east.

The City of Pensacola retained CH2M HILL and Architectural Affairs, Inc., to prepare a Conceptual Reuse Plan for the ACW site. The Reuse Plan was initiated to fulfill the following objectives:

- Facilitate the reuse of the ACW site upon remediation and cleanup by EPA;
- Conduct a reuse assessment to ensure that future use(s) for the ACW Site are designed within the context of the surrounding area and the expressed desires of the City's residents;
- Prepare a redevelopment plan for the ACW Site working in close collaboration with the community and identified stakeholders

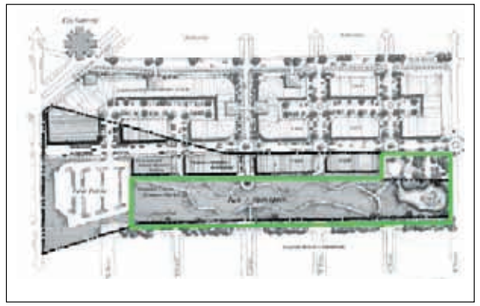
The Conceptual Reuse Plan includes a detailed analysis of the existing neighborhood uses, land use trends, zoning ordinances, environmental concerns, infrastructure requirements, and a best use analysis for the ACW site. The City initiated several community involvement efforts to solicit comments from the residents and stakeholders regarding the potential future reuse alternatives for the site. The public involvement process included the creation of a Steering Committee, three public workshops, and focus group meetings with identified stakeholders (local commercial realtors, property owners, and City officials).

The selected study area for the reuse assessment encompasses properties and neighborhoods surrounding the ACW site and is broadly defined by Government Street to the north, Pace Boulevard to the west, Pensacola Bay to the south, and "A" Street to the east. The consultant presented ten (10) reuse concepts were presented to the community and the stakeholders. The final ACW Conceptual Reuse Plan integrates several of the ideas and opportunities identified in the initial concepts by the community.

The following narrative summarizes the recommendations of the selected conceptual reuse alternative for the ACW site, organized by key elements proposed by the plan.

1. Passive Park

The Plan envisions developing the southern section of the ACW site, located north of the Pine Street right of way between "K" Street and "F" Street, as a passive park with a walking trail and a decorative retention pond. The open space/ park buffer is intended to preserve the residential character of the Sanders Beach Neighborhood, while at the same time providing recreational amenities to the area residents. The Plan also recommends examining opportunities to develop a periodic farmers market at the western edge of the park.



Passive Park Location
Source: ACW Reuse Plan CH2M HILL

Southern Park Entry From Pine Street
Source: ACW Reuse Plan CH2M HILL

Main Street Looking East
Source: ACW Reuse Plan CH2M HILL

2. Pine Street

Proposed improvements to Pine Street include streetscape enhancements (gateways, traffic calming, landscape buffers) and discouraging through traffic. Street improvements are proposed in the right of way to provide local access to properties fronting on Pine Street.

3. Gimble Street

The Conceptual Plan proposes developing mixed uses accommodating retail, office, service and residential buildings along Gimble Street. The maximum building height for development north of Gimble Street, with no frontage on Main Street, is proposed to be three stories. Development on the south side of Gimble Street on the ACW site is proposed to contain local retail/ office/ service buildings with second floor residential uses, built to a maximum height of two stories.

Local residents and stakeholders have expressed a strong desire to have the ACW site redeveloped in a manner that reduces the opportunity for future blight, has no negative impacts on neighboring properties, and improves amenity and investment opportunity in the area.

The Plan proposes the following improvements to support the envisioned mixed-use development along Gimble Street:

- Incorporate streetscape improvements including wide sidewalks, landscaping, street lighting, and burial of utilities
- Reconstruct from Barrancas Avenue to “F” Street.
- Incorporate traffic calming measures to reduce speed and discourage cut-through traffic.
- Create a roundabout feature at “I” Street and a smaller roundabout at “F” Street.
- Provide on-street parallel parking spaces similar to Palafox Street and Belmont Devilliers Neighborhood.
- Encourage building design to follow traditional neighborhood design principles- rear access, reduced front setbacks.

4. Main Street

The Reuse Plan visualizes the section of Main Street within the selected study area boundaries to serve as the western gateway to the City. The recommendations for future uses along Main Street focus on creating a “renovation district” theme. The community was opposed to any “big box” retail construction in the area and expressed the desire to attract neighborhood retail services (boutiques; cottage-sized shops; cafes; service shops; office park) along Main Street. Buildings along Main Street are recommended to not exceed four stories with front setbacks located at the right-of-way line to encourage pedestrian activity.

Streetscape improvements include creating a gateway at the intersection of Barrancas Avenue and Main Street, incorporating streetscape enhancements such as sidewalks, landscaping, streetlights, on-street parking crosswalks, and burial of utilities.

5. Side Streets

The Reuse Plan encourages pursuing streetscape improvements along the secondary streets (“L” Street, “I” Street, and “F” Street) that is consistent with the treatment proposed along Main Street and Gimble Street. Additionally, the Reuse Plan locates the gateway into the proposed park south of the roundabout at the intersection of “I” Street and Gimble Street.

6. Educational Resource Building

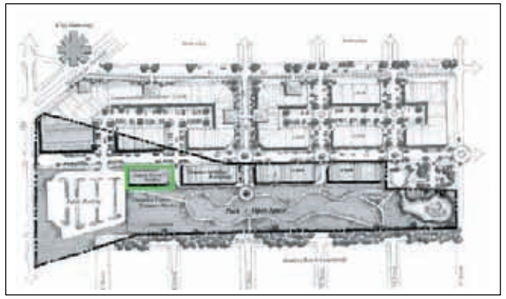
The south side of Gimble Street, between “K” Street and “I” Street, is proposed to accommodate an educational/ historical resource building. The proposed facility is envisioned to display educational exhibits about the history of the ACW site, the Superfund Program, site remediation efforts and other environmental issues.

7. Wellfield/ Parking Lot

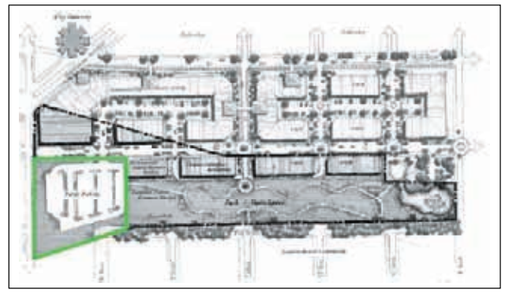
The Conceptual Reuse Plan also locates a parking area on the western end of the ACW site in the area generally between the “L” Street right of way and the “K” Street right of way. The proposed parking lot is intended to serve as the parking area for proposed neighborhood commercial uses and the park facility. The area also includes facilities for the EPA to access their wells located on-site.

8. Stormwater Retention Pond

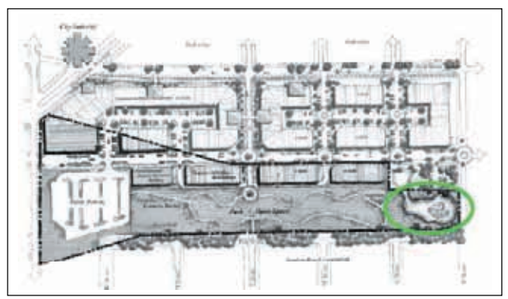
The eastern edge of the ACW site contains a stormwater retention pond designed to incorporate the existing pond to the north and include pedestrian amenities (fountain, pedestrian bridge).



Educational Resource Building Location
Source: ACW Reuse Plan CH2M HILL



Wellfield/Parking Lot Location
Source: ACW Reuse Plan CH2M HILL



Stormwater Retention Pond Location
Source: ACW Reuse Plan CH2M HILL

Westside Neighborhoods Plan (2005)

Overview:

The City of Pensacola developed its Neighborhood Planning Process in 2001, with a goal to actively engage the citizen in the community development process. As part of the ongoing neighborhood planning process, the City invited a consultant, the RMPK Group, to prepare a neighborhood plan for the Westside Neighborhoods. Pace Boulevard to the west, Garden Street to the south, "A" Street to the east, and the Pensacola city limits to the north form the boundaries of the project area selected for the Neighborhoods Plan. The Westside Neighborhoods Plan was initiated to fulfill the following objectives:

- Assess current physical and economic conditions
- Identify the neighborhood's assets, issues, and opportunities through community involvement
- Provide recommendations to achieve sustainable long-term economic goals
- Develop implementation strategies and capital projects related to proposed improvements

The Westside Neighborhoods Plan was developed after six months of extensive community involvement workshops and stakeholder meetings, and a comprehensive inventory and analysis of existing conditions. Outreach efforts by the City staff and the consultant team resulted in large turn outs for the three public workshops providing an invaluable foundation for the implementation of the Westside Community Redevelopment Area Plan.

Table 3.1 summarizes the action strategies recommended by the Westside Neighborhoods Plan, completed in 2005, and also describes the current status of the strategies.

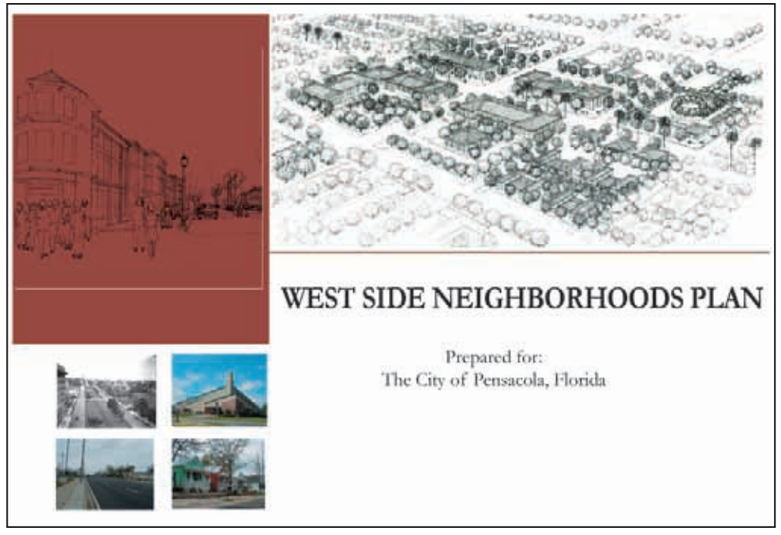


Table 3.1 Westside Neighborhoods Plan Current Status (March 2007)

Elements/ Action Strategies	*Current Status*
Establish a Community Redevelopment Area for the West Side Neighborhood	Completed
Develop a full time position for a West Side Neighborhood Director	Westside area improvement will be directed by current Community Development Department Staff
Create a Redevelopment Trust Fund for the West Side Neighborhoods	In progress
Develop one, three and five year Work Programs	Ongoing
Retain the Steering Committee to monitor and oversee the Neighborhood Plan	Ongoing
Work with the School Board to pursue the location of the proposed downtown Urban School concept on Cervantes Street as part of the West Side Neighborhood Town Center	In progress
Encourage the City to locate the proposed West Side Library and West Side Community Center in the West Side Neighborhood Town Center	In progress
Establish contact with local banks to provide additional capacity building support for the redevelopment efforts	Ongoing
Solicit services of a realtor and/or the City's land management team to devise land acquisition and assemblage strategies	Ongoing
Contact regional supermarket chains to explore potential supermarket/ grocery store development opportunities along Cervantes Street	Ongoing
Expand Weed and Seed Program	Weed & Seed Program terminated
Develop a mentoring and apprenticeship program with local entrepreneurs to help the youth develop their skills and capabilities	Ongoing
Redefine the functional and aesthetic character of Cervantes Street to promote a compact, campus oriented layout and transform the negative image of the area	Ongoing

Urban Infill and Redevelopment Area Plan

The northern section of the Westside Community Redevelopment Area (north of Garden Street) is within the Urban Infill and Redevelopment Designation Area/ Front Porch Area (Fig. 3.3). The Urban Infill and Redevelopment Area (UIRA) Plan refines and provides specific implementation strategies and mechanism for many of the neighborhood goals established by the Front Porch Neighborhood Action Plan. The Plan establishes the following goals for pursuing revitalization efforts in the designated area:

- Encourage low and moderate-income residents to return to targeted areas as homeowners.
- Renovate occupied and vacant substandard and/or dilapidated houses or commercial structures.
- Eliminate crime and drug activity within the area.
- Improve lot appearance and beautify the area

The Plan also identifies several action strategies to implement these goals and have been incorporated with recommendations contained in this document (Chapter 4 and Chapter 6). The City of Pensacola has already initiated several programs and improvements to enhance the Front Porch/ UIRA Neighborhoods and will continue to improve the neighborhood conditions through identified Local Option Sales Tax and Community Development Block Grant funding allocation.

Enterprise Zone Strategic Plan

An Enterprise Zone is a specific geographic area targeted for economic revitalization. Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries. The Westside Community Redevelopment Area lies within the City of Pensacola Enterprise Zone granted and approved by the Governor effective May 31, 2002. The designation was renewed and the boundaries expanded in January, 2006. With an overarching mission to revitalize the Enterprise Zone area, the Plan establishes the following goals for the area within the Enterprise Zone area:

- Enhance the general appearance of the Enterprise Zone
- Create an environment safe for businesses and residents to work and play
- Promote reuse and cleanup of contaminated (real or perceived) sites in the Enterprise Zone.
- Improve public infrastructure to support business development and to create an active, vital community.
- Enhance opportunities in the Enterprise Zone.
- Expand and improve access to education and training opportunities for residents of the Enterprise Zone.
- Develop, recruit, train and/or expand businesses that create livable wage jobs in the Enterprise Zone.

The Plan also establishes benchmarks to continuously monitor the progress and success of the Enterprise Zone Strategic Plan.

Urban Infill and Redevelopment Designation Area/Front Porch Area

Enterprise Zone

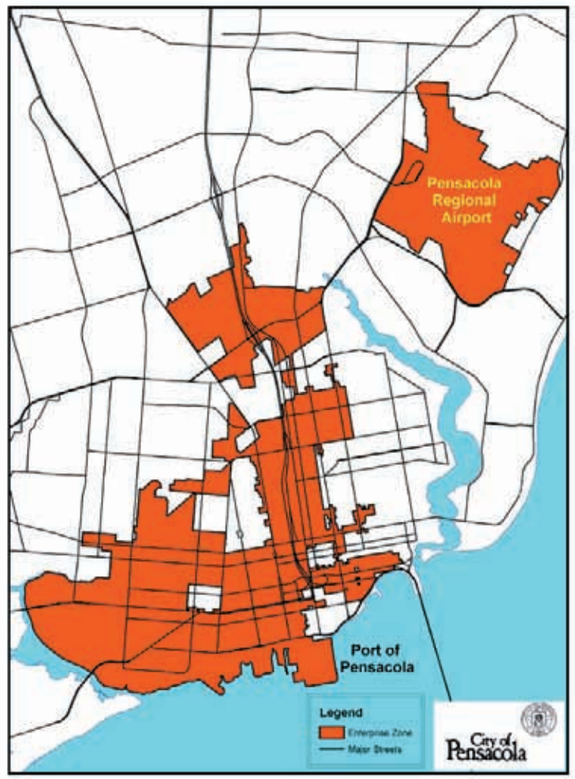


Table 3.2 Benchmark for Measurement

Benchmark for Measurement	Success Target
Commercial property assessment value within Enterprise Zone	6% increase annually
Residential property assessment value within Enterprise Zone	3% increase annually
City of Pensacola Façade Grants within Enterprise Zone	3 Grants - $30,000 min. annually
Demolitions of unsafe structures within Enterprise Zone	25 demolitions annually
Brownfield / Superfund parcels under active rehabilitation/redevelopment within Enterprise Zone	3 parcels annually
Homestead exemptions within Enterprise Zone	1% increase annually
Home Owner Occupancy Rate within Enterprise Zone	3% per year or until equal to City-wide rate
Sub-standard housing units within Enterprise Zone	30 rehabilitations annually
New housing units developed within Enterprise Zone	30 new homes annually
Unemployment Rate within Enterprise Zone	0.8% reduction annually or until equal to City-wide rate
New jobs created for Enterprise Zone residents within Enterprise Zone	50 annually
Poverty Rate within Enterprise Zone	2% reduction annually or until equal to Citywide rate
New businesses within Enterprise Zone reaching 1st anniversary	10 annually

Finding of Necessity

The City of Pensacola retained the services of the RMPK Group to conduct a Finding of Necessity study pursuant to Section 163.355 F.S. The Statute requires local governments desiring to establish a community redevelopment agency to adopt by resolution, a finding that one or more "slum" or "blighted" areas exist within its jurisdiction and that the rehabilitation, conservation, or redevelopment of such areas is necessary in the interest of public health, safety, morals, or welfare of the residents. The Westside Neighborhoods is located within the Pensacola Inner City area declared blighted and designated a Community Redevelopment Area by the Pensacola City Council in 1980 and again in 1981.

This Study identified and documented conditions in the Westside Neighborhoods Study Area that are consistent with the definition of blight contained in the Florida Statutes and confirmed that these conditions substantially impair sound growth and have lead to economic distress in the area. Results of the City of Pensacola Property Condition Survey analyzed as part of the Study demonstrate a significantly high percentage of deteriorated and deteriorating structures in the Westside Neighborhoods. A high unemployment rate, low per capita income, a high poverty rate, low education attainment levels, and lower median home values are an indication of the economic distress generated in the Westside Neighborhoods. The cumulative impact of high vacancy rates in residential and commercial properties, a high percentage of aging structures, substandard lot configurations, multiple ownership patterns, and the presence of adverse environmental conditions substantiated the existence of blight in the Study Area. While the Study Area accounted for only 5% of the City's total land area, it exhibited a disproportionately high concentration of blight conditions in the Westside Redevelopment Area.

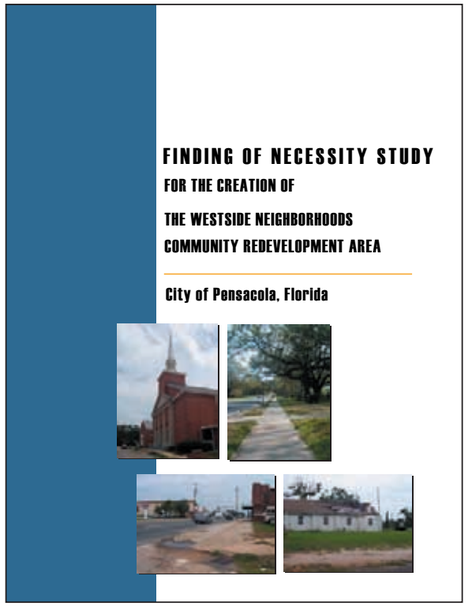
The analysis indicates that the Westside Redevelopment Area contain at least seven of the fourteen factors indicative of "blighted area" listed in the Florida Statutes. The following is a summary of the findings that support a declaration of blight for the Westside Neighborhoods Study Area (See Appendix F for the entire document):

Presence of Blight

The analysis indicates that the Westside Neighborhoods contain at least seven of the fourteen conditions indicative of a "blighted area" listed in the Florida Statutes. The following is a summary of findings that support a declaration of blight for the Westside Redevelopment Area (See Appendix F for the entire document):

Substantial number of deteriorated or deteriorating structures

- Approximately 28% of the structures in the Redevelopment Area are deteriorated to some degree. In comparison, the City consists of only 18% of the total number of structures showing deterioration.
- 25% of the citywide structures exhibiting some level of deterioration are found in the Westside Redevelopment Area.
- Nearly 6% of the structures found in the Westside Redevelopment Area were damaged by the impact of hurricanes in 2004 and 2005.
- 83% of the housing units in the Redevelopment Area are over forty-five years old (built before 1960).



Conditions leading to economic distress

- High unemployment rate
  The Westside Redevelopment Area has an unemployment rate of 8.4% compared to the citywide rate of 5.8%.
- High Poverty rate
  Nearly 31% of total families in the Westside Redevelopment Area have an income below the poverty level threshold compared to 12% for the City.
- Low Per Capita Income
  Per capita income for the Westside Redevelopment Area at $14,924 is almost 57% of the citywide per capita income at $26,013.
- Low household income
  Median household income for the Westside Redevelopment Area ($23,770) is less than half of the City's median household income ($58,130).
- Low housing values
  Median home values in the Redevelopment Area nearly 55% of the citywide median housing values.

Faulty Lot Layout in relation to size, adequacy, accessibility or usefulness

- Inadequate properties in relation to current land development codes.
- Over 14% of the Westside Redevelopment Area properties do not meet the minimum lot area requirements of the City of Pensacola Land Development Code.
- 18% of the citywide code violations were located in the Westside Redevelopment Area.

Residential and Commercial vacancy rates higher in the area than in the remainder of the municipality

- Nearly 20% of the properties in the Westside Redevelopment Area are vacant. In comparison, only 10% of the total citywide properties are considered vacant.
- 16% of the Redevelopment Area's total acreage comprises of vacant parcels; while only 4% of the City's total land area is considered vacant.

Incidence of crime higher in the area than in the remainder of the municipality

- 20% of the total offenses reported in the City occurred within the Westside Redevelopment Area.

Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated area

- Nearly 34% of the total parcels in the Redevelopment Area are owned by more than one owner.
- Unusual conditions of title including estate and life estates.
- Irregularity of the corporate limit line.

Governmentally owned property with adverse environmental conditions

- American Creosote Works Inc. site, an abandoned EPA designated Superfund site, is located in the Westside Redevelopment Area.

Public Involvement

Public Workshops

The public involvement process for the Westside Redevelopment Plan spans nearly three years of intense planning efforts and initiatives conducted by the City and consultants. Community participation was an integral component of each of the plans completed in different sections of the Westside Redevelopment Area- Urban Infill and Redevelopment Area Plan, American Creosote Works Site Reuse Plan (2003), and the Westside Neighborhoods Plan (2005). The tools utilized during this phase of the planning process included stakeholder focus group meetings, staff meetings, public workshops, neighborhood surveys, and Steering Committee meetings all held between April 2003 and March 2007 by the City of Pensacola, CH2M Hill, and the RMPK Group. The following is a meeting schedule for obtaining input from stakeholders and community members:

American Creosote Works Reuse Plan
Steering Committee meetings
April 14, 2003
May 8, 2003
June 30, 2003
August 25, 2003

Public Workshops
May 15, 2003
July 10, 2003
July 16, 2003

Sanders Beach Community Association
September 16, 2003

Westside Neighborhoods Plan
Steering Committee Meeting
May 4, 2005
June 22, 2005

Public Workshops
May 3, 2005
May 23, 2005
June 21, 2005
August 04, 2005

Westside Redevelopment Plan
Public Workshop
March 20, 2007

The following paragraphs summarize the primary findings of stakeholder meetings and public workshops conducted during the planning process. The community feedback establishes the foundation for the objectives and action strategies presented in the Concept Plan (Chapter 4).

Assets

- Location (downtown, close to water)
- Historical significance
- Traditional neighborhood character
- Architectural character
- Trees
- Churches
- Parks
- Baptist Hospital
- Fricker Community Center
- Legion Field
- “A” Street will become a major corridor as the historic downtown develops.
- County owned property at Desoto & Gonzalez for redevelopment as a park.
- Attucks Court has received very high marks from the Federal Government regarding conditions in this neighborhood.
- Potential for home construction/purchase.
- Habitat for Humanity housing has enabled home ownership for tenants in the public housing projects freeing space for new residents.
- Assisted Living Facility
- A new neighborhood recreational center is proposed. Council has appropriated $1 million LOST.
- The School Board would like to build a New Urban School in the neighborhood.
- The St. Johns Cemetery is a great historic resource with numerous dignitaries including 2 former governors, state representatives and war heroes buried there.
- New businesses in the area(Walgreen’s, Circle K, CVS, Auto Parts)
- Potential spin-off impact of waterfront development

Public Workshops

Concerns

- Obvious disconnect from downtown
- Visual bight
- Lack of Street Lighting
- Vacant Lots and Buildings
- Existing sidewalks need to be reconstructed
- Need new sidewalks (particularly along Cervantes)
- Package/liquor stores on Cervantes Street at M Street and E Street (drinking/loitering outside)
- Rise in illegal activities: Drug Activity and Prostitution
- Presence of abandoned and underutilized motels on Cervantes St.
- Don't hamper traffic flow on Cervantes St – retain as main east-west commercial corridor
- Poor aesthetic character of Habitat Housing design
- Poor design of new commercial buildings (no metal buildings)
- Inadequate Neighborhood parks especially south of Cervantes, specially small playground for kids
- The St. John's cemetery should be part of a historic tour.
- Legion Field is being physically destroyed and has become an area for prostitution.
- Cost to complete improvements has increased since the occurrence of the Hurricane Ivan.
- Deteriorating conditions of Storm Water Drainage
- Pedestrian deaths/injuries on Cervantes St (Need safe crossings: pedestrian activated cross walks, etc)
- Lack of neighborhood school
- Need a neighborhood grocery store
- Don't want trailers (mobile homes) in the neighborhood
- Need a quality, affordable restaurant in the neighborhood
- Need a branch library in the neighborhood area
- Need a Farmer's Market/fresh produce outlet
- Need additional educational facilities
- Neighborhood watch is needed
- Need a focal point for a smaller/tighter community to rally around
- Not enough activities for area residents/ youth
- Single activity center needed to accommodate seniors, youth, families
- Opportunities for private infill
- Increases in public housing will bring more problems(Morris & Attuchs Courts are problem areas)
- ACW Site
    - Corps of Engineers recommended an 18-acre asphalt parking lot for the ACW Site
    - Roads improved on the ACW Site would encourage more traffic in the residential area
    - There was not sufficient population in the area to support a neighborhood retail development without including a destination-type retail or commerce park.
    - Reuse as industrial /manufacturing is unacceptable
    - Residential reuse other than above commercial space is not appropriate
    - There is concern regarding increased traffic.
    - No "Big Box" stores are desirable.
    - Site redevelopment would be severely limited without some revenue-producing land uses.
    - Encroachment of incompatible commercial activity into the neighborhood.
    - The commercial/retail potential of the ACW Site is limited because of its location and lack of exposure to the main flow of traffic.

Opportunities

- Bridge to downtown
- Establish a neighborhood identity through entry signage and primary corridors
- Repair and construct sidewalks
- Resurface roads/fix potholes
- Infrastructure improvements
- Place utilities underground/ Install more hurricane resistant traffic lights
- Improve existing parks
- Stem the demolition of older homes
- Cervantes need s a different function, different activities, different look
- Enhance/beautify main corridors with trees, planting, lights and bike paths
- Maintain controlled, structured commercial access
- Cleanup/improve/beautify neighborhood cemeteries (plant trees, add signage, fix fence at St John's Cemetery)
- Reuse of buildings for after school tutorial centers/apprenticeship programs
- More educational classes/programs in the neighborhood (bring nursing program to PJC downtown)
- Establish the neighborhood as a leader in energy conservation
- More focus on schools (partnerships to nurture kids) and utilize the location of schools to help stabilize the neighborhoods and enhance property values
- Improvement recommendations not only a money decision but an impact decision: remove physical structures, housing and negative activities
- Children are the future and they need better schools, parks and activities
- Employment of the area's youth to fix parks, sidewalks, and buildings in the neighborhood providing jobs and training in construction trades
- Increase police patrols in the area
- There's a need for housing rehab grants, property improvement grants & R.O.W. enhancement grants
- Consider partnership roles for area churches and grants for restoration.
- Increase home ownership opportunities and help current renters become owners as a means of building neighborhood pride
- Revise zoning to allow mixed uses (residential/ office)
- Zoning changes are needed to allow smaller lot sizes
- Commercial development standards are needed
- Development needs an opportunity to make a profit
- Need more code enforcement
- Need to enforce the minimum maintenance ordinance (Standard Housing Code)
- Architectural Guidelines are needed to blend Habitat and anything new with the character of the neighborhood (porches, CPTED considerations)
- Business location incentives (write down the cost of land)
- ACW Site
    - Utilization as a passive park is the primary interest
    - A clay cap over the ACW Site rather than an asphalt-like material
    - The only commercial buildings built on the Site would be located north of Gimble Street
    - Promote some type of "destination" retail or a commerce/office park

Chapter 4 CONCEPT PLAN

Concept Plan Philosophy

This chapter presents the Concept Plan for future land use and redevelopment within the Westside Redevelopment Plan. The Concept Plan elements were conceived based on the priority issues and assets identified during the neighborhood visioning workshops and surveys. The Concept Plan presents a general outline of the recommended elements for redevelopment of the Westside Community Redevelopment Area followed by a brief description of the objectives and the recommended action strategies to achieve these objectives. The Concept Plan elements were developed with consideration of other plans for the City of Pensacola including the Comprehensive Plan, Westside Neighborhoods Plan, the American Creosote Works Reuse Plan, the Urban Infill and Redevelopment Area Plan, and the Enterprise Zone Strategic Plan. The Concept Plan serves as the foundation for future policy decisions by the City. The following general principles form the basis for recommendations and strategies contained in the Concept Plan:

The Concept Plan identifies, in general, where the future land use and transportation changes should occur to best integrate and provide focus within the redevelopment area, as well as to attract prospective businesses and residents

The Concept Plan recommends developing the Westside Neighborhoods Town Center as a tool to promote redevelopment by illustrating a focal point that integrates the neighborhoods and aims to restore the built environment as well as the pride and dignity of the residents.

The Concept Plan provides a holistic strategy upon which the City may base decisions for new development projects.

The Concept Plan provides a basis for the City to make capital improvement projections based upon anticipated public project needs, demands and proposed locations.

The Concept Plan facilitates the preparation of new land development regulations that provide a higher standard of urban and residential design.

The Concept Plan promotes nodal development patterns and zoning amendments to ensure compact and neighborhood scaled activities through restricted heights, building masses and primary residential uses in surrounding areas.

The Concept Plan embraces transportation and pedestrian mobility strategies.

The Concept Plan supports education and businesses as major activities in the Westside Neighborhood Town Center.

The Concept Plan supports desirable social, physical and economic development strategies as expressed by community stakeholders, including:

- *Improving physical conditions and aesthetic character of the area's primary transportation corridors.*
- *Encouraging infill, renovation, reconstruction, and enhancement of single-family residential areas.*
- *Creating a community gathering space in the form of a defined neighborhood center located on the west side of Cervantes Street.*
- *Enhancing the pedestrian orientation of the Westside Redevelopment Area and increasing walkability.*
- *Promoting a change in future land use patterns on Main Street from predominantly industrial uses to a destination retail district supporting a complementary co-mingling of industry and arts.*
- *Improving the safety by requiring that CPTED principles be integrated in any new development.*
- *Identifying appropriate locations in the Redevelopment Area to introduce mixed-use developments through adaptive reuse, new infill construction and future land use revisions.*
- *Enhancing code enforcement including demolition of dilapidated structures. Properties that become as a result of demolition may be used as infill sites for new housing construction.*
- *Recommending strategies to support affordable home ownership and increase housing rehabilitation efforts through incentives such as soft second mortgages and low-interest loans without income restrictions.*
- *Supporting economic development efforts through capacity building, youth development, and workforce development.*
- *Recommending a consolidated redevelopment strategy to develop vacant or underutilized property owned by public and/or quasi-public entities, such as the School Board, Baptist Hospital, Gulf Power, Alabama Railroad.*
- *Supporting the environmental clean-up and redevelopment of the American Creosote Works Superfund site in accordance with the ACW Reuse Plan.*
- *Providing recommendations for enhanced recreational opportunities for the area residents*

The Concept Plan shows the proposed uses for any buildings or facilities to be constructed in the Westside Redevelopment Area. Limitations on development in the Redevelopment Area as dictated by current City of Pensacola future land use and zoning regulations are listed in Table '4.1', including the maximum number of dwelling units.

Table 4.1 Development Limitations, Westside Redevelopment Area

Limitation	Minimum Lot Size	Maximums		
		Height	Max. Bldg Coverage	No. of Dwelling Units
Single Family Detached	2000 sf	35 ft	NA	12.4
Single Family Attached	2500 sf	35 ft	NA	21.8
Multifamily	20,000 sf	35 ft	15-30% of lot	35
Commercial (Neighborhood Commercial, Cottage Commercial, Mixed-use)	NA	45 ft	75% lot	35

The Concept Plan supports the improvement and expansion of open space and recreational amenities in the Redevelopment Area. The open space system includes existing parks and cemeteries, and the proposed park on the ACW site. Table 4.2 provides the approximate amount of open space to be provided as part of the redevelopment program:

Table 4.2 Approximate Amount of Open Space, Westside Redevelopment Area

Open Space	Area (in acres)	% of Redevelopment
Existing Parks and Cemeteries	50.07	5.95%
Proposed Park/ Open Space: ACW Reuse Plan	12.5	1.49%
Total Area	***62.57***	***7.44%***

CONCEPT PLAN

1 Primary Corridors

1A Primary Commercial Corridor: Pace Boulevard
- Establish Commercial Facade Improvement Program
- Identify potential opportunity sites to locate neighborhood retail (supermarket, grocery store)
- Encourage infill development and evaluate land assembly opportunities
- Pursue streetscape improvements
- Establish appropriate architectural and urban design standards
- Initiate discussions with Escambia County to pursue joint improvements
- Utilize TIF funds to finance site preparation, building rehabilitation and public realm improvements
- Accentuate significant intersections with gateway treatment and directional signage

1B Neighborhood Activity Corridor: Cervantes Street
- Design a campus layout accommodating a diversity of community oriented activities and uses
- Locate a mixed-use neighborhood focal point and congregation space (Westside Neighborhoods Town Center)
- Encourage adaptive reuse of vacant and underutilized parcels
- Continue to explore opportunities to locate the proposed Westside Library, Community Center, and possibly a new Urban School
- Establish appropriate architectural and urban design standards incorporating CPTED principles where possible
- Pursue streetscape improvements including traffic calming measures, adequate lighting, planting shade trees and wider sidewalks
- Use TIF funds as a revenue source for clean-up of derelict properties
- Utilize TIF funds to finance site preparation, building rehabilitation and public realm improvements
- Encourage infill development & evaluate land assembly opportunities
- Accentuate significant intersections with gateway treatment and directional signage

1C Cottage Commercial/ Mixed Use Boulevard Setting: Garden Street
- Encourage adaptive reuse of existing residential uses to accommodate low impact non-residential uses (professional offices, specialty neighborhood commercial retail, restaurants)
- Establish signage requirements with reduced size requirements and use of appropriate materials
- Establish appropriate architectural and urban design standards
- Accentuate significant intersections with gateway treatment and directional signage

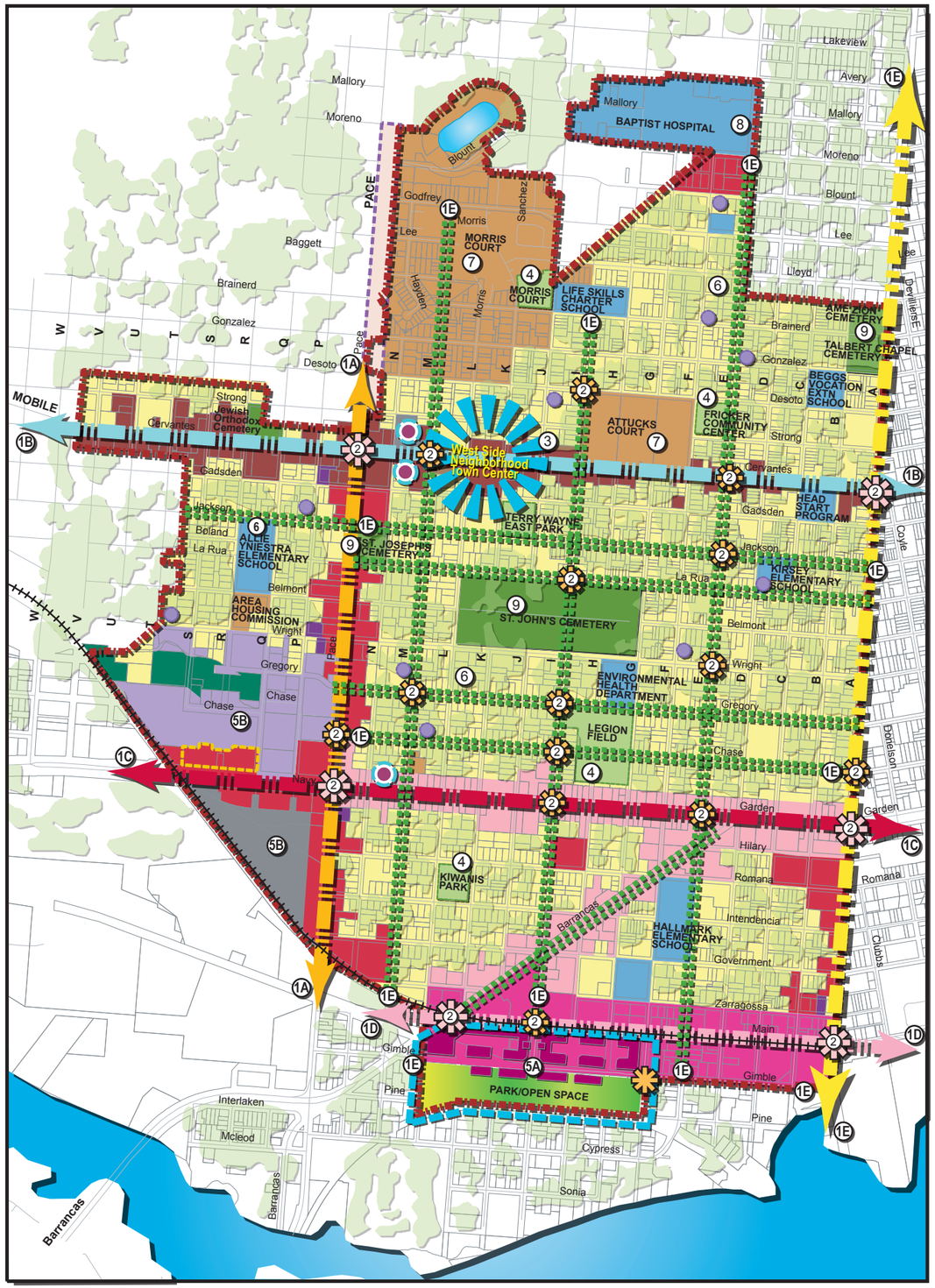
1D Western Gateway District: Main Street
- Capitalize on the opportunity presented by the American Creosote Works Site
- Identify appropriate uses for future development (industrial research park, business incubators, industrial arts district, mixed-use, seafood district)
- Redefine nature of new industrial development within the district
- Enhance visual appeal and identity of the district (gateways, streetscape improvements)
- Formalize connections to Main Street continuing the streetscape character established for the Downtown
- Utilize abandoned railroad to incorporate sidewalk and landscaping
- Create adequate buffering and transition zones between industrial and residential uses
- Identify and pursue environmental assessment of possible contaminated parcels
- Partner with developers and property owners to explore reuse alternatives for vacant industrial properties
- Utilize TIF funds to finance site preparation, building rehabilitation and public realm improvements
- Establish clean industry standards and develop incentives for eco-industrial development
- Strengthen links between industry and community (job training, apprenticeship, local employment programs)
- Establish architectural and design standards for future development
- Accentuate significant intersections with gateway treatment and directional signage

1E Residential Streets: "A" Street, "E" Street, "I" Street, "M" Street Jackson Street, Chase Street and Gimble Street
- Strengthen linkages to neighborhood destinations such as area schools, parks and recreation facilities faith based organizations, neighborhood commercial centers
- Pursue streetscape improvements as a high priority utilizing TIF monies (wider sidewalks, lighting, shade trees, street furniture, bike path, traffic calming)
- Accentuate significant intersections with gateway treatment and directional signage

2 Gateways
- Directional Signage
- Neighborhood Identification Markers
- Landscaping
- Lighting
- Identify area destinations

3 Westside Neighborhoods Town Center
- Continue to work with Escambia County School Board to further build on the concept of locating a new urban school in the Town Center
- Develop a consolidated town center plan that focuses on creating an education-recreation community congregation space concept
- Some of the activities recommended are:
  - Westside Library
  - Westside Community Center
  - Business Resource Center
  - Vocation Technology Learning Center
  - Neighborhood Gardening Center
  - Arts and Crafts Training Center
- Establish a compact and aesthetically pleasing neighborhood core that supports pedestrian oriented activities
- Encourage adaptive reuse of vacant and underutilized structures to accommodate community facilities and services

4 Parks and Recreation
- Strategically locate neighborhood parks within a 5 minute walking distance from residential blocks
- Improve Fricker Center recreational facilities
- Construct a new West Side Community Center - swimming pool, tennis courts



5 Redevelopment Opportunities

5A ACW Site Reuse
- Develop a passive park and walking trail in the southern section of the site to provide adequate buffering between intensive uses
- Provide access from "F" Street and "L" Street
- Encourage mixed-use development along properties fronting Main Street and Gimble Street
- Reconstruct Gimble Street from Barrancas to "F" Street including on-street parking, traffic calming measures to reduce cut-through traffic
- Construct gateways at Main Street and Barrancas
- Develop graduated height setbacks from the residential areas towards Main Street
- Encourage destination retail or commerce/office park development as desired future land use activities
- Locate stormwater retention facilities on-site
- Create the Western gateway Redevelopment District as an overlay zoning district
- Utilize TIF/ Brownfields/ Commercial Facade Improvement programs to leverage funding for proposed improvements

5B Former Industrial Sites
- Initiate discussions with Gulf Power and Alabama Railroad to develop a consolidated redevelopment strategy for vacant and underutilized properties under their ownership
- Evaluate the potential to subdivide and develop the Alabama Railroad property as their uses and private sector demand warrants
- Initiate remediation assessment when warranted
- Work with existing property owners to educate them about the benefits of brownfield redevelopment and available incentives for redevelopment
- Identify appropriate uses for future development on available properties (commerce/ office flex space, neighborhood retail opportunities, industrial arts retail development)

6 Residential Preservation & Enhancement
- Restore existing homes
- Facilitate new infill construction of affordable workforce housing
- Repair and renovation of damages by hurricanes
- Plant new street trees and restore existing trees
- Improve sidewalks
- Install decorative street lighting
- Establish Residential Design Standards
- Establish Residential Facade Improvement program
- Work with County to establish historic designation for the Brownsville Neighborhood and historic school buildings
- Encourage adaptive reuse of vacant and underutilized parcels for housing and mixed uses

7 Multi-Family
- Morris Court: Refurbish old units and redevelop old sites
- Encourage traditional neighborhood design principles in new developments
- Private development of independent senior living facilities

8 Medical Related Commercial Services
- Support expansion of services by Baptist Hospital
- Promote development of health related commercial uses (Medical Offices, Laboratories, Clinics)

9 Cemeteries
- Enhance and upgrade existing cemeteries
- Integrate with neighborhoods - Extend "H" and "I" Streets
- Incorporate improvements (Signage, Landscaping, Lighting)
- Institute formal fencing & entryway treatments

Legend
- Single Family
- Multi-Family
- Commercial
- Mixed Use
- Cottage Commercial
- Neighborhood Commercial
- Institutional
- Industrial
- Proposed Open Space/Parks
- Existing Parks
- Cemeteries
- Gulf Power Owned Properties
- Wildlife Sanctuary of NW Florida
- Fire Station
- American Creosote Works Site
- Escambia County
- Commercial Corridor
- Neighborhood Corridor
- Residential Corridor
- Mixed Use Boulevard
- Industrial Reuse District
- Neighborhood Streetscape
- Railroad
- Primary Gateways
- Neighborhood Gateways
- Neighborhood Parks
- Grocery Store/Supermarket
- Town Center
- Existing Tree Canopies
- Water

0 250 500 1,000 1,500 2,000 Feet

CITY OF PENSACOLA

WESTSIDE COMMUNITY REDEVELOPMENT AREA PLAN

Primary Corridors

Primary corridors serve as major access routes for vehicular and pedestrian movement and circulation. Highly visible and easily accessible business locations are critical components of market development, thus, the integration of transportation and land use considerations is required to establish an attractive, safe and efficient traffic circulation and pedestrian mobility system. The existing physical conditions and functional aspects of the Westside Redevelopment Area's arterial corridors have a negative effect on the community. The primary corridors are too wide and unfavorable for pedestrian use. The Concept Plan identifies four primary corridors within the Westside Redevelopment Area that could potentially act as catalysts for the redevelopment of the area. The proposed corridors are:

1. Neighborhood Activity Corridor: Cervantes Street
2. Primary Commercial Corridor: Pace Boulevard
3. Mixed Boulevard Setting (Village Concept): Garden Street and Barrancas Avenue
4. Western Gateway District: Main Street
5. Residential Streets: "A" Street; "E" Street; "I" Street; "M" Street (North-South)
   Jackson Street, Chase Street and Gimble Street (East- West)

Neighborhood Activity Corridor: Cervantes Street

Cervantes Street currently serves the Westside Redevelopment Area as a major commercial thoroughfare physically bisecting the heart of the neighborhoods. The corridor has a considerable amount of land dedicated to commercial uses and supports a variety of features including hotels, drive-thru restaurants, auto-repair shops, liquor shops, and federal housing facilities. The physical and visual character of Cervantes Street functions as a 'physical barrier' preventing neighborhood connectivity and also fosters the growth of undesired activities and crime on several of its abandoned properties. Constraints relating to the development of Cervantes Street are the deteriorating conditions of the commercial establishments, vacant and underutilized buildings and an unsafe environment for pedestrians. Despite these constraints, the area exhibits redevelopment potential as a major thoroughfare providing urban amenities and surrounding residential development. Taking into consideration these neighborhood advantages, it is the intent of this plan to reconfigure the character of Cervantes Street as the focal point for the Westside Community Redevelopment Area program.

Objective:

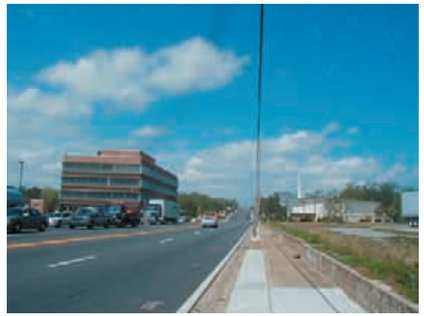
Transform the functional and visual character of Cervantes Street as a primary neighborhood corridor and establish the neighborhood center to stimulate quality development in the Westside Redevelopment Area. Capitalize on the location and economic development opportunities to integrate the redevelopment area at a scale that is pedestrian friendly and compatible with the residential neighborhoods.

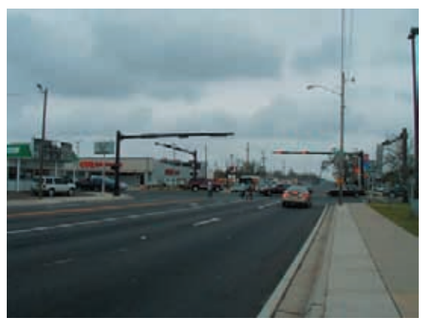
Existing Conditions: Cervantes Street

Conceptual Illustration:
Streetscape Improvements along Cervantes Street

ACTION STRATEGIES

- Encourage change in future land use patterns from existing commercial strip development into a campus oriented layout through adaptive reuse of vacant buildings to accommodate mixed-use buildings and locating community facilities along the corridor.
- Continue to further develop the Westside Neighborhoods Town Center concept, using the Westside Library as a catalytic project accommodating a broad spectrum of neighborhood recreational and institutional uses as a focal point and an area for congregation.
- Provide pedestrian linkages to the proposed Westside Library located on Cervantes Street between "I" Street and "J" Street.
- Support the adaptive re-use of aging, obsolete and/or underutilized buildings recognizing their highest and best use, and to maximize the value of existing buildings. These buildings, through adaptive re-use, could potentially accommodate new community facilities such as a Tool Library, an Arts and Crafts Training Center, a Community Gardening Center, a Business Resource Center, and other neighborhood commercial activities desired by the community.
- Continue discussions with the School Board to locate a new urban school along the Cervantes Street Corridor.
- Identify potential sites in close proximity to the proposed Westside Neighborhoods Town Center to locate a supermarket/ grocery store and neighborhood retail establishments.
- Collaborate with Escambia County to initiate joint improvement projects, such as pursuing streetscape improvements and establishing urban design guidelines for commercial properties (along Cervantes Street and the Brownsville Neighborhood area).
- Incorporate the use of "Crime Prevention Through Environmental Design" principles such as orienting the buildings towards the street and minimizing alleyways in new developments and redevelopment efforts to help reduce crime generating activities.
- Incorporate streetscape and landscape improvements, such as decorative street lighting, wider sidewalks, street trees, landscaped medians and neighborhood signage to create a pedestrian environment in support of neighborhood activity.
- Work with FDOT to enhance pedestrian safety through traffic calming techniques including enhanced crosswalks and bulb-outs, better directional signage and improved sidewalk treatments.
- Amend the Land Development Code to establish design standards for building renovations, in-fill development and tear downs and to ensure new buildings are constructed with setbacks that are compatible with existing structures and maintain the street edge.
- Encourage restoration of deteriorating structures and façade improvements through use of funds available for façade improvements.
- Use a combination of funding sources (TIF funds, LOST, LOGT) to pursue redevelopment activities including land acquisition, clean-up of derelict properties, streetscape improvements, and construction of new community facilities.





Existing Conditions: Pace Boulevard

Commercial Corridor: Pace Boulevard

Pace Boulevard serves the Westside Redevelopment Area as the major north-south commercial corridor marked with sub-standard parcel sizes. While this area consists of long-standing businesses that provide an economic base for the City as well as the Westside Redevelopment Area, the current conditions indicate a deteriorated physical environment and haphazard commercial growth. The western edge of the corridor, north of Cervantes Street, spans multiple jurisdictions warranting an increased level of coordination and planning to create a coherent identity for future investment. South of Garden Street, the west edge of Pace Boulevard, consists of a large tract of vacant land, owned by the Alabama and Gulf Coast Railroad, which when redeveloped could potentially be subdivided to accommodate a diverse range of commercial establishments (office/ destination retail/ services) in the future.

The intent of the redevelopment plan is to sustain the long term viability of the existing businesses while buffering views of the harsh physical conditions of the properties. This can be accomplished through TIF sponsored clean-up activities, landscaping, code-enforcement and development regulations for future commercial uses.

Objective:

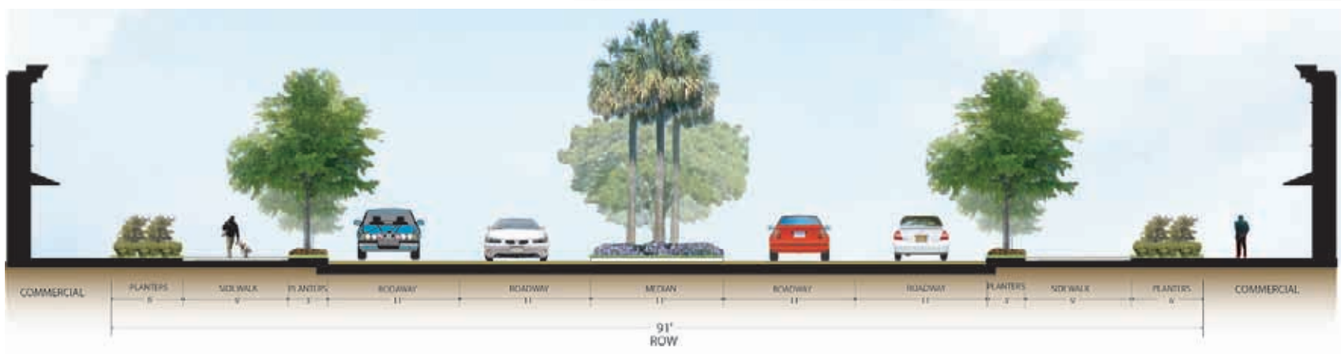
Integrate existing commercial development into the functional and aesthetic framework of the redevelopment vision retaining the economic benefits of these uses, while improving their visual impact. Establish an identity for the corridor and encourage private sector investment that addresses the needs of the neighborhood.

ACTION STRATEGIES

- Initiate physical improvements to enhance the overall visual appearance of the commercial corridor such as redesigning and improving the corridor's existing right-of-way conditions. This includes constructing elements such as a center median, carriage way, sidewalks, landscaping, lighting and shared access to adjacent uses.
- Concentrate and consolidate existing commercial uses to prepare for any new development and utilize the services of a realtor and/or the City's land management team to assemble and acquire land for the development of large sized marketable retail sites.
- Identify priority sites for developing large scale neighborhood retail center such as a supermarket, a grocery store and complementing retail that addresses the needs of the residents.
- Initiate discussions to pursue joint improvement projects with the Escambia County Community Redevelopment Agency, to create a unified streetscape character for the corridor (along sections of the corridor in the Brownsville Neighborhood and properties located on Pace Boulevard north of Cervantes Street)
- Provide business owners and developers with incentives such as tax breaks to upgrade existing retail services and to maintain control of the character of infill development.
- Identify and partner with key business owners that support the redevelopment efforts along the corridor. Encourage adaptive re-use of underutilized and obsolete commercial uses, where possible.
- Adopt design standards to ensure visual integration and a sense of identity for the entire corridor.

Existing Conditions: Pace Boulevard

Conceptual Illustration: Streetscape Improvements, Pace Boulevard



Typical Streetscape Section: Pace Boulevard

Existing Conditions: Garden Street

Mixed Boulevard Setting: Garden Street and Barrancas Avenue

Garden Street serves as the main entrance to the Westside Redevelopment Area from Downtown Pensacola and the Belmont Devilliers Neighborhood. The current land use development patterns along Garden Street are making a gradual transition from single-family residential to low- intensity cottage commercial office development. East of Pace Boulevard, a diverse mix of uses including scattered retail stores, multi-family residential development and churches define the corridor's existing character. West of Pace Boulevard, Garden Street changes into Navy Boulevard and contains large parcels to the north accommodating a fire station, a Gulf Power owned repair shop, the Pet Adoption Center of the Humane Society of Pensacola, and a gas station/ convenience store. The south side of Navy Boulevard contains service repair shops and large expanses of parking lots.

Barrancas Avenue serves as a minor arterial street connecting Garden Street to Main Street and the Pensacola Bay, located further south in unincorporated Escambia County. Existing land uses along this corridor include a mix of land uses such as light manufacturing, faith-based institutions, auto repair services, and vacant land. The properties along Barrancas Avenue are strategically positioned to serve as an extension of the transitional uses (professional offices, neighborhood retail stores) envisioned along Garden Street.

Because of its close proximity to Downtown, the corridor provides a unique opportunity for developing a pedestrian oriented mixed use boulevard. The Redevelopment Plan recommends encouraging development of appropriate transitional office and low-impact retail uses along Garden Street while providing adequate buffers to minimize impacts on surrounding residential areas.

Objective:

Designate areas for moderate density mixed use residential development and provide for in-fill development opportunities at a scale that is compatible with the neighborhood. Create a walkable 'urban village' environment to encourage a balance of residential development types available to different income levels on the market.

On-Street Parking: Garden Street

ACTION STRATEGIES

- Encourage the adaptive reuse of existing residential structures and vacant commercial properties to accommodate low impact nonresidential uses (professional offices, neighborhood retail, restaurants), through zoning revisions as warranted.
- Encourage clustering of land uses, where possible, through Land Development Code or Future Land Use amendment to create a compact neighborhood form that supports a pedestrian friendly environment.
- Develop a unified theme for the streetscape improvements to create a distinctive identity for the neighborhood's physical form and to improve walkability within the neighborhoods.
- Install a primary gateway at the intersection of Garden Street with Pace Boulevard and "A" Street and neighborhood gateways at the intersection of Garden Street with "E" Street/ Barrancas Avenue and "I" Street to emphasize its importance as the entry way into the Westside Redevelopment Area.
- Establish neighborhood identification and directional signage programs at strategic locations to guide residents and visitors to community destinations.
- Encourage maintenance, repair or renovation of existing residential areas and upgrading existing housing through homeowner assistance programs.
- Capitalize on the opportunity to work with the churches and community organizations and continue to encourage resident participation in neighborhood revitalization activities.

Existing Conditions: Garden Street and "A" Street

Conceptual Illustration: Streetscape Improvements Garden Street and "A" Street

Existing Conditions: Main Street

Western Gateway District: Main Street

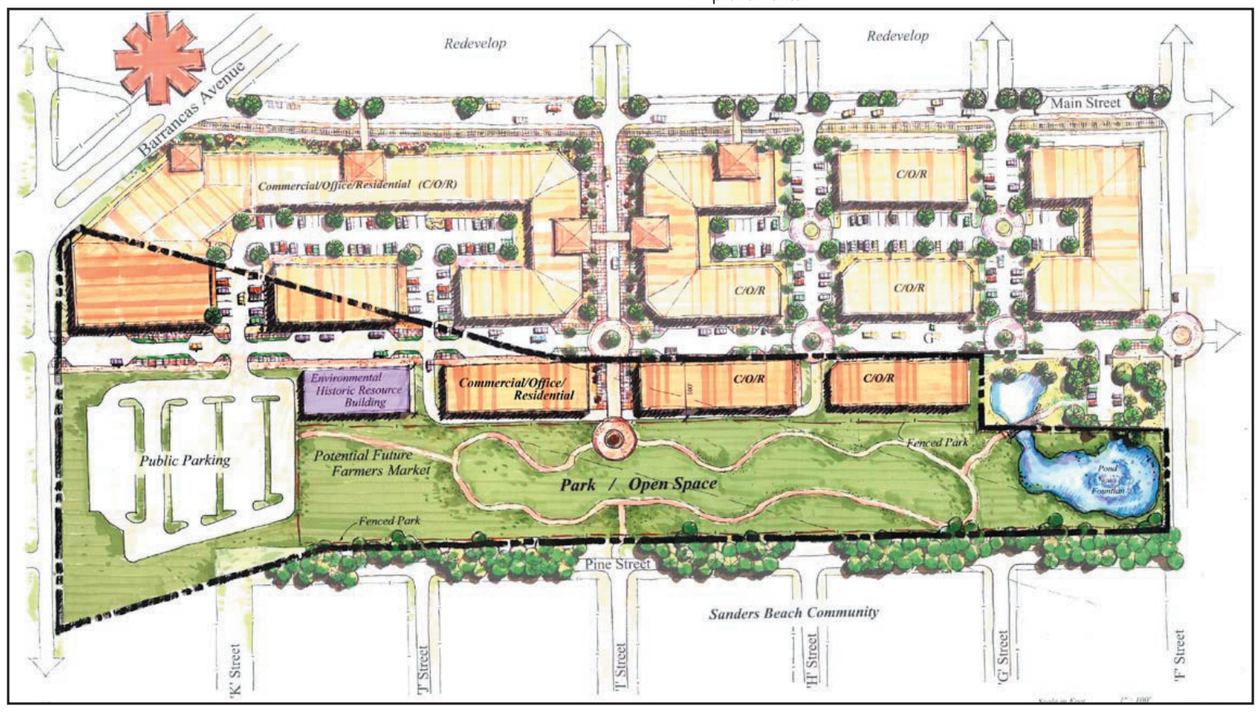
The section of Main Street traversing the Westside Redevelopment Area acts as the western gateway to the City of Pensacola providing vital connections to Downtown Pensacola, the Pensacola Historic District and the Pensacola waterfront. Currently, the area is characterized by industrial uses and abandoned properties. Other land uses along the Main Street corridor include commercial establishments, vacant properties, and scattered residential uses. The City's Future Land Use Map recommends an industrial designation for the entire area. While industrial uses in this district provide a viable employment and economic base for area residents, the area's proximity to several of the City's existing and planned waterfront use projects enhances its potential for developing commercial uses more compatible with surrounding residential neighborhoods. The area could accommodate a diverse range of destination retail uses through adaptive reuse of industrial structures.

The American Creosote Works (ACW) Site, an 18-acre abandoned industrial site by the Environmental Protection Agency's is also located in this district, Clean-up of this site is underway and presents a unique opportunity to transform the character of the area into a vibrant civic space. The proposed Community Maritime Park, located only 0.3 miles from the east edge of the redevelopment area along Main Street, is expected to serve as a catalytic project that will revitalize the western half of Downtown Pensacola and the surrounding neighborhoods. The proposed Community Maritime Park project is envisioned as a mixed-use development that will accommodate an expansive public waterfront park including promenades, a multi-use athletic facility appropriate for minor league baseball and other athletic events, festivals, and other community events and activities. The maritime project will also include a museum, a conference center, university classroom and office facilities and will accommodate commercial, office, retail, residential, restaurant, and entertainment uses.

Existing Conditions: ACW Site

Despite the opportunities presented by the large parcels of underutilized land and proposed development of significant projects in the area, the current configuration of the Main Street roadway imposes constraints that will impact redevelopment. Limited rights-of-way, deteriorating infrastructure, incompatible uses, and competing mixed-use centers planned in close proximity to the district are some of the primary challenges for development.

The Westside Redevelopment Plan intends to capitalize on the opportunities created by the Community Maritime Park and the potential reuse of the ACW site to pursue infrastructure and streetscape improvements along Main Street, accommodating a diverse range of destination retail uses through adaptive reuse of industrial structures. The district is strategically positioned to accommodate uses that will complement planned improvements in the district's vicinity. The Concept Plan envisions developing a "Westside Seafood and Industrial Arts District" theme accommodating neighborhood restaurants and cafes, unique boutiques, and local art galleries.



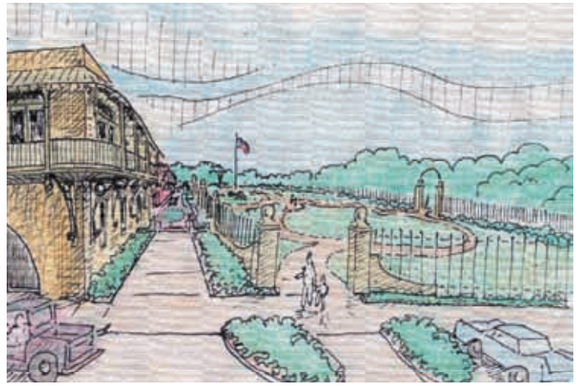
Conceptual Reuse Plan, American Creosote Works Site
Source: CH2M Hill

As the market matures, it is anticipated that the redevelopment of vacant land and relocation of industrial uses will accelerate the district's transformation into a unique mixed-use district that will serve as a gateway into Downtown Pensacola from the west. In order to create a pedestrian friendly environment, the Plan proposes to pursue streetscape enhancements, implementation of traffic calming measures, the addition of turning lanes to accommodate anticipated increases in traffic, establishment of appropriate design guidelines and architectural standards, and addition of directional signage and gateway treatments to reinforce linkages and a sense of place.

Objective:

Encourage adaptive reuse of industrial sites in the district and surrounding areas to create a destination commercial and mixed-use district that complements the character of existing residential neighborhoods while capitalizing on anticipated waterfront development projects and planned improvements.

Existing Conditions: Main Street looking east



Conceptual Illustration: Neighborhood Park, ACW site
Source: ACW Reuse Plan, CH2M Hill

Conceptual Illustration: Main Street Mixed-Use District with streetscape improvements

ACTION STRATEGIES

- Develop a phased approach for timely clean-up and redevelopment of the ACW site.
- Establish a Western Gateway TIF District to direct increases in real property tax revenues back into the targeted area for improvements such as streetscaping, sidewalks, signage, and park development.
- Work with Florida Department of Transportation and private sector to address right-of-way improvements such as road widening, landscaping, and pedestrian crosswalks.
- Capitalize on the development opportunities presented by proximity to the proposed Community Maritime Park through marketing efforts.
- Establish a unique land use and design theme within the district to encourage “destination” retail development on vacant and underutilized properties. Some alternatives include creating a “Seafood District” or an “Industrial Arts District”.
- Enhance aesthetic character and identity of the district by construction gateways, streetscape enhancements, traffic calming measures, landscaping, and directional signage.
- Evaluate opportunities to convert the abandoned railroad along Main Street to a greenway trail connecting the Western Gateway District to the rest of the City, and improving the area’s pedestrian environment.
- Create buffering and transition areas between residential and adjacent commercial or industrial uses, by establishing zoning requirements to mandate minimum landscape buffers and incorporation natural features into development projects, and developing a park/ open space in the southern section of the ACW site separating the Sanders Beach neighborhood from more intensified development.
- Identify probable environmentally contaminated parcels and pursue assessment and remediation, where possible.
- Promote Enterprise Zone incentives for investment and job creation to encourage employment of community residents.
- Adopt architectural and design standards to ensure redevelopment projects are compatible with neighboring residential uses.
- Promote commercial and neighborhood retail development as transition areas between residential and industrial uses.
- Consider amending the Future Land Use Map to convert the industrial land use designation to a commercial designation.
- Create a Western Gateway Redevelopment Zoning Overlay District to include a list of permitted uses that are consistent with the redevelopment theme for the district.

Existing Conditions: Residential Streets

Residential Streets

During the planning process, several participants expressed the need to maintain and enhance the character of residential streets in the neighborhood. Residential streets provide pivotal linkages between the area's residential uses, commercial centers, schools, and faith-based institutions. Several of the streets within the Westside Redevelopment Area have mature tree canopies that contribute significantly in creating a pedestrian friendly environment. However, several of the residential streets lack sidewalks and pedestrian amenities such as street lighting, street furniture, and traffic calming improvements. The Plan recommends pursuing streetscape improvements along the residential streets, as funding is available, to provide increased connectivity within the area and its surrounding neighborhoods.

North- South Residential Corridors
• "A" Street, "E" Street and "I" Street, "M" Street

East- West Residential Corridors
• Jackson, Gregory, Chase, La Rua and Gimble Streets

"A" Street is a 2-lane residential street that serves as the border between the Westside Redevelopment Area and the eastern portion of the City. This residential corridor is significant as it becomes the gateway to Historic Downtown Pensacola and the Belmont Deviliers Neighborhood. The character of uses fronting "A" Street changes from primarily residential and institutional uses north of Garden Street to predominantly commercial uses in the southern section to its intersection with Gimble Street.

"E" Street currently serves as a major north-south street that connects the residential areas with several of the area's destinations including the Baptist Hospital, Fricker Community Center, neighborhood commercial along Cervantes Street, Hallmark Elementary School and the proposed Western Gateway District along Main Street.

"I" Street presents an opportunity to visually and physically connect the southern boundary of the redevelopment area to area destinations and future development opportunities. Some of the destinations that have access from "I" Street include the Life Skills Charter School, the proposed Westside Community Library, St. John's Cemetery, Legion Field, and the Western Gateway District.

"M" Street connects the Morris Court multi-family housing development to the surrounding residential areas. Streetscape improvements along this street would include traffic calming measures, preservation of mature tree canopies, construction of gateway opportunities, and street lighting.

Objective:

Maintain and improve the residential character of the neighborhoods. Enhance the community's sense of place and identity by establishing higher quality architectural design standards in the residential areas.

ACTION STRATEGIES

- Preserve the area's residential character by adopting appropriate design standards that encourage adequate landscaping buffers for new commercial development.
- Preserve and restore the historic structures and cemeteries within the Study Area to further enhance the recommended streetscape improvements (Hallmark Elementary School and other historic school district properties).
- Initiate discussions with the County to coordinate improvements identified in the existing Escambia County CRA plans for the areas adjacent to the Westside Redevelopment Area (Brownsville Redevelopment Plan, Barrancas Redevelopment Plan, Englewood CRA Plan)
- Incorporate streetscape improvements such as street lighting, wider sidewalks, trees, landscaping, and burial of utilities as determined by residents during neighborhood planning exercises
- Work with residents and businesses to devise incentives and funding strategies for proposed neighborhood improvements. These strategies could include local matching grants or loans for homeowner contributions towards specific projects, forming neighborhood special assessment districts or in-kind matches for public services such as increased code enforcement.

Existing Conditions: Main Street and "E" Street looking north on "E" Street

Conceptual Illustration: Gateway Treatment Main Street and "E" Street

Conceptual Illustration: Residential Streetscape

Gateways

Gateways are important visual landmarks that reinforce the entrance into a geographic area employing a combination of elements such as landscaping, signage and/or structures. The Concept Plan identifies several opportunities for the creation of gateways in the neighborhood to help create a sense of place and to instill a sense of pride and identity for the Westside Neighborhood residents.

Primary Gateway Opportunities

- **Cervantes Street with "A" Street and Pace Boulevard**
- **Garden Street with "A" Street and Pace Boulevard**
- **Main Street with "A" Street and Barrancas Avenue**

Neighborhood Gateway Opportunities

- **"E" Street with Cervantes Street, Garden Street, Jackson Street, Wright Street**
- **"I" Street with Desoto Street, La Rua Street, Gregory Street, Garden Street, Main Street**
- **"M" Street with Cervantes Street and Gregory Street**
- **Chase Street with "A" Street, "I" Street and Pace Boulevard**
- **"F" Street with Gimble Street**

Objective:

Establish entrance gateways at critical intersections to create a sense of arrival and neighborhood identity for the Westside Redevelopment Area.

ACTION STRATEGIES

- Install unique landscaping elements and signage directing people to the Westside Redevelopment Area.
- Prioritize construction of gateway improvements on Cervantes Street in conjunction with other planned improvements.
- Establish neighborhood identification and directional signage programs announcing the entrance to the Westside Neighborhood at the identified prime entry points.
- Continue to bury utilities during new construction where feasible to provide safe pedestrian access and improve visual qualities.
- Ensure a coherent design for all the proposed gateways with an integrated landscaping and unified signage theme.

Conceptual Illustration: Residential Gateway

Residential Preservation and Enhancement

The City of Pensacola faced a notable shortage of affordable housing as a result of hurricane damage and the impacted residential units are in critical need of repair and restoration. The City should establish residential property improvement grants to encourage housing rehabilitation and restoration in the redevelopment area. Residential design standards should also be established to ensure that future construction and redevelopment efforts are of the highest quality.

The Westside Redevelopment Area also experiences a high incidence of crime compared to the City of Pensacola. The Redevelopment Plan envisions creating a strong, safe, and vibrant community as an integral component of residential enhancement efforts within the Westside Redevelopment Area.

Objectives:

Preserve and enhance the residential character of the neighborhood to maintain the affordable housing stock within the neighborhood through investment in public infrastructure and by establishing or promoting programs that support investment in residential renovations and redevelopment of existing housing stock.

Reduce crime levels within the Westside Redevelopment Area including the use of community policing strategies.

ACTION STRATEGIES

- Designate areas appropriate for moderate density mixed-income residential development and market rate housing opportunities.
- Coordinate efforts to enhance and upgrade the quality of architecture in the neighborhood's affordable housing construction.
- Support affordable home ownership and increase housing rehabilitation efforts through incentives such as soft second mortgages and low-interest loans without income restrictions.
- Work with Escambia County School Board District and private property owners to devise strategies for the redevelopment of underutilized and vacant buildings. As the School District slates other school properties for closure, the City should work with the board to identify positive reuses for the abandoned properties, such as Hallmark Elementary, Gibson Head Start, and the Life Skills Charter School buildings.
- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Encourage adaptive reuse and infill development of the vacant land and underutilized properties, such as the former Blount, Beggs Vocational and L.A. Kirsey school sites, as an opportunity for revitalization.
- Encourage restoration and/or reconstruction of older homes through property improvement grants and the use of state and federally funded housing programs.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the redevelopment area.
- Establish residential design standards for building renovations and in-fill development.
- Acquire lots or building sites, or execute land exchanges for infill development.
- Enhance code enforcement in the area including demolition of dilapidated structures. Parcels that become available as a result of demolition may be used as infill sites for new housing construction.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Institute Residential Facade Improvement Programs.
- Continue with the formulation of financial incentives to promote owner-occupied housing in the redevelopment area.
- Enhance the relationship between redevelopment area residents and the Pensacola Police Department.
- Increase resident involvement in crime watch/ crime prevention.
- Initiate community based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Increase number of calls to the Pensacola Police Department to report criminal incidents or suspicious activity.
- Improve Pensacola Police Department response to calls from redevelopment area residents.
- Increase police presence in the redevelopment area.

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Existing Conditions: Multi-Family Housing, Westside Area

Multi-Family Residential

As the redevelopment program evolves with recommended public realm improvements implemented and private development in place, the demand for mixed residential types is anticipated to increase. The areas designates as Mixed Residential are envisioned to contain a mix of residential types, including town homes, duplexes, apartments, and single family residences. In accordance with the Future Land Use Map, land in these areas may be developed at a density of 35 or fewer residential dwelling units per acre. Attucks Court and Morris Court development are the two identified areas that provide opportunities for introducing in-fill opportunities and a mix of high-quality housing types.

The Morris Court Redevelopment Project is being undertaken by the Area Housing Commission. The project is located within the city limits adjacent to the unincorporated Escambia County. The aged housing project units will be demolished and replaced with infill construction. The redevelopment plan for the project proposes to establish a street grid pattern, upgrade architectural character for single and multi-family units and provide community facilities such as a senior center, day care, and head-start programs. The project will consist of 74 apartments in 15 buildings including an activities center. The property is located in west Pensacola, bordered to the north by Godfrey St., to the east by N. "K" St., to the south by Brainerd, and to the west by N. "M" St. The construction is expected to begin by October 2007 and completed in late 2008.

Objective:

Promote utilization of new urbanism design and site planning principles to upgrade the architectural character and to ensure integration of community planning principles in future residential development and in-fill housing efforts. Designate areas appropriate for moderate density mixed residential development, provide for in-fill development opportunities and affordable housing where appropriate.

ACTION STRATEGIES

- Establish high quality architectural design standards for the redevelopment area to introduce a range of housing types.
- Incorporate new urbanism design principles applied as a guiding framework for future redevelopment initiatives.
- Integrate new urbanism design principles into future development by including key principles such as interconnected street network, pedestrian-friendly streets with buildings close to the street, rear parking and row housing, single family appearance for the residential development.
- Consider implementing incentives for affordable housing and adhering to established design guidelines that support the neighborhood's existing character.

Residential Neighborhood Commercial

The neighborhood residents expressed their desire for encouraging businesses that serve the daily needs of the residents such as a grocery store, local bank, and neighborhood restaurant. The Redevelopment Plan recommends examining opportunities at the intersection of Cervantes Street and the identified residential connectors to attract private investment in neighborhood retail establishments. The ultimate success of these neighborhood businesses will rely on establishing appropriate urban design guidelines that encourage a compact pedestrian environment. The design guidelines should provide development standards that enhance the public realm improvements through reduced minimum front setback requirements, maximized street frontage, shared parking arrangement, and parking areas located to the rear of buildings.

Objective:

Ensure the integration of future development patterns with the proposed campus oriented layout to deviate from the existing commercial development. Accommodate transitions in land use through appropriate zoning regulations, investment in pedestrian improvement and incentives for private sector investment in the adaptive reuse of existing residential structures.

ACTION STRATEGIES

- Establish design standards for site planning and architectural features.
- Attract more restaurants, cafes and specialty retail to encourage a complimentary mix of uses and activities.
- Incorporate streetscape improvements, such as decorative street lighting, wider sidewalks, street trees and street furniture to establish a pedestrian environment in support of commercial activity.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.
- Create business incubators and business resource support services to encourage increased investment from existing local businesses.
- Fund facade improvement grants as an incentive for investment and ensure that exterior building renovations remain consistent with the surrounding residential areas.
- Promote utilization of Enterprise Zone incentives including: building materials and equipment sales tax refunds, sales tax credits on new jobs and property tax exemption for job creation.

Medical Related Commercial Services

The future expansion of Baptist Hospital will be instrumental in enhancing future economic development opportunities for businesses within Westside Redevelopment Area. The blocks adjacent to the existing hospital property are identified for ancillary uses and related activities in support of the Baptist Hospital Master Plan. The City should continue to work with the Hospital to enable voluntary annexation, future on-site expansion and possibly shared public facilities and resources.

Objective:

Capitalize on Baptist Hospital's growth potential and identity as a major employer and one of the primary medical service providers in the City to stimulate development of medical offices, clinics and laboratories in the area creating jobs and market support for commercial activities.

ACTION STRATEGIES

- Work with the Escambia County to pursue the annexation of blocks located north of Avery St. and blocks west of "E" Street to Pace Boulevard.
- Form strategic partnerships with Baptist Hospital and area medical professionals to address the needs of existing businesses through the redevelopment process.

Baptist Hospital

Neighborhood Impact Element

The Redevelopment Plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

The implementation of the Westside Redevelopment Plan will contribute significantly to improving the quality of life for the citizens residing in the Westside Redevelopment Area and surrounding areas. While all impacts cannot be determined without site-specific proposals that evaluate impacts, this section provides a summary of potential impacts that may occur in each category required by statute. The specific categories that must be addressed are***: relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.***

Relocation

The Redevelopment Plan, as proposed, supports the preservation of the existing low and moderate income housing facilities in the residential areas and does not require the relocation of any of the residents of the redevelopment area. The Morris Court Multi-family housing project will add new units to the area housing stock.

Should there be a need for relocation of residents, to minimize the relocation impact supportive services and equitable financial treatment will be provided to any individual, families subject to relocation. When feasible, the relocation impact will be mitigated with relocation within the immediate neighborhood and by seeking alternative housing opportunities.

Traffic Circulation

The implementation of the Redevelopment Plan recommendations related to streetscape improvements and traffic circulation are anticipated to positively impact the Westside Redevelopment Area. The Primary Corridor Improvements, a component of the Redevelopment Plan, envisions enhancing identified roadways through streetscape improvements that encourage pedestrian mobility and improve vehicular circulation within the area.

While not a component of the Westside Community Redevelopment Area Plan, the redevelopment of the Community Maritime Park (located less than half a mile east of the Redevelopment Area) may result in a change in the traffic circulation pattern in the area and the implementation of this project is subject to a feasibility study and traffic analysis. However, the project is designed to accommodate additional on-site parking and traffic circulation demand generated through its development on-site and diverting traffic along identified streets that form a part of the City's grid system. Additional traffic resulting from development of the American Creosote Works site is expected to be mitigated by the creation of barriers to minimize cut-through traffic in the Sanders Beach neighborhood.

Environmental Quality

The City of Pensacola land use regulations require that stormwater management be addressed as a condition of permitting any development project. The American Creosote Works site is expected to include stormwater retention areas when redeveloped.

The environmental quality of the Westside Redevelopment Area will be greatly improved upon completion of clean-up activities at the ACW site. The City has prepared a Conceptual Reuse Plan for the American Creosote Works plant, an EPA designated Superfund site. The U.S. EPA is currently undertaking a complete remediation for the contamination at this site. The Redevelopment Plan recommends environmental clean-up of perceived or identified Brownfield sites to allow for their redevelopment to facilitate their productive re-use.

Proposed relocation of the nearby waste water sewage treatment facility will have a positive effect on air quality in the redevelopment area enhancing its livability and attractiveness for redevelopment.

Community Facilities and Services

The Redevelopment Plan supports increasing the number of community facilities and services in the area through the planned development of a Westside Library branch and the proposed Westside Community Center project as identified in the City's LOST budget. Additionally, the Redevelopment Plan presents several strategies to create a Westside Neighborhoods Town Center that is envisioned to accommodate a diverse range of training, educational and cultural facilities that will serve the needs of the area youth, adults, and elderly. Existing open space/ recreation facilities in the area and its vicinity include the Fricker Center, Legion Field, Terry Wayne Park, Morris Court Park, Kiwanis Park. The Sanders Beach Community Center which was destroyed by Hurricane Ivan is slated for reconstruction. The proposed Community Maritime Park, located less than half a mile west of the Redevelopment Area along Main Street, will provide unique cultural and recreational opportunities for Redevelopment area residents and business owners.

The Plan recognizes the importance of these facilities and supports planned improvements of these facilities. There are five (5) cemeteries located in the Westside Redevelopment Area, constituting an integral component of the area's open space network. Physical Improvements recommended in the Redevelopment Plan intend to preserve the cemeteries as important historic landmarks as well as valuable community open space elements.

Effect on School Population

The Redevelopment Plan anticipates positively impacting the area's school population by supporting to continue discussions with the Escambia County School Board to develop a centralized "Urban School" facility in the Westside Neighborhoods Town Center. Deteriorating school facilities and a drop in school population have led the Escambia County School district to look at closing several schools serving the Westside Redevelopment Area and constructing one consolidated school for the area. The Redevelopment Plan recommends streetscape improvements and sidewalk installations connecting the area schools to improve pedestrian safety and walkability for the school population. The City and the Redevelopment Agency will continue to work closely with Escambia County School Board to ensure the board's future plans for area schools are consistent with the Redevelopment Plan.

Physical and Social Quality

The Plan's recommendations to continue with improvements to the existing streetscape environment (street lighting, sidewalks, street trees, gateways and directional signage); redevelopment of vacant land and former industrial sites; establishing urban design and architectural standards for new development; and continued code enforcement will have a positive impact on the area's physical and visual character.

Implementation of the redevelopment plan recommendations will improve overall quality life for area residents. Job training, apprenticeship opportunities, and mentorship programs created through commercial and industrial redevelopment and establishment of a community center will support the development of human capital, increase employment opportunities and serve as a tool to improve the household income.

Westside Neighborhoods Town Center

The Westside Neighborhood Town Center will provide an opportunity to re-orient the existing nature of Cervantes Street from strip commercial development into a community focal point and congregation space. The Plan envisions locating the Town Center along Cervantes Street, between "I" and "M" Streets, providing an opportunity to create an extremely desirable urban center that supports education and local economic development. Existing uses surrounding the proposed town center include vacant land, residential homes, retail stores, old motels, and underutilized commercial properties.

The Redevelopment Plan anticipates that the Town Center will accommodate a broad spectrum of education and community facilities to revert the west end of Cervantes Street into a community gathering space from a location for undesirable social activities including drug and alcohol sales, prostitution and other crimes. The proposed 'Westside Neighborhood Town Center' consists of community oriented activities and uses including an Urban School, Westside Neighborhood Library and Business Resource Center, Arts and Vocational Campus, Tool Library and Neighborhood Garden.

The implementation of the 'Westside Neighborhood Town Center' would require enhanced coordination between the primary stakeholders in the redevelopment process. The City is moving forward with its plans to construct the Westside Library along Cervantes Street, between "I" and "J" Streets, and is anticipated to provide the stimulus for future redevelopment activities in the Center. The School Board has also expressed interest in consolidating the neighborhood schools into a centralized school facility. The City should continue discussions with the School Board and evaluate opportunities that will help strengthen the Westside Town Center concept. The City has included the Westside Community Center and the Westside Library in the Local Option Sales Tax list of proposed projects (2007-2017) and is pursuing active acquisition of targeted properties in support of these projects, when possible.

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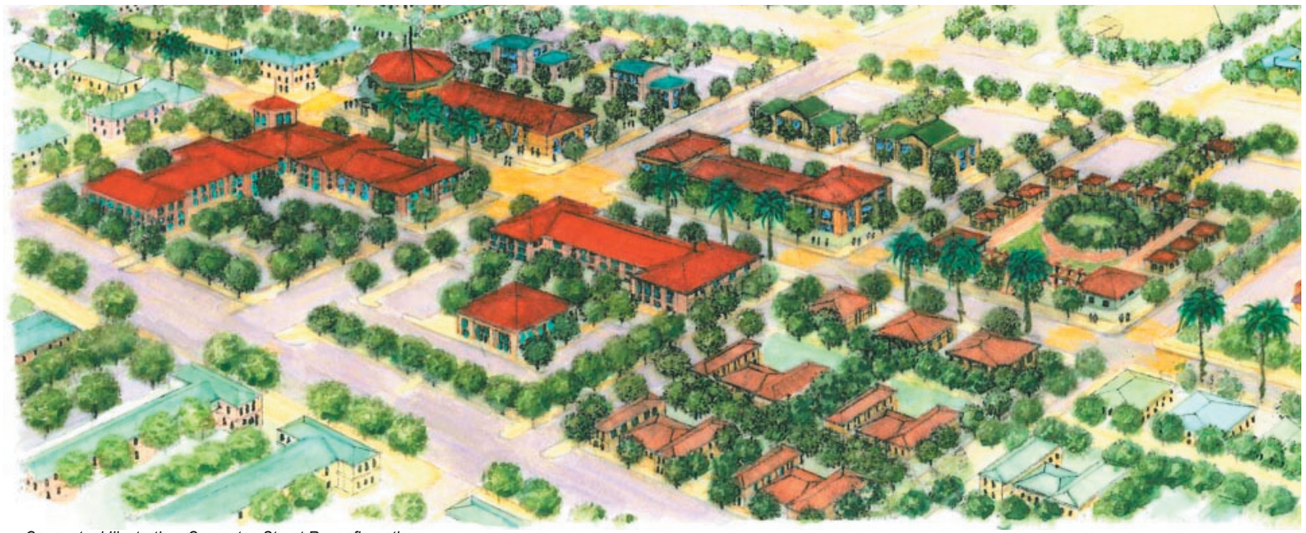
Conceptual Illustration: Westside Neighborhoods Town Center

Objective:

Redefine the functional and visual character of Cervantes Street to provide for a focal space in the neighborhood's center for public gathering and reduce the negative image and undesired activities from the neighborhood

ACTION STRATEGIES

- Pursue a strategic partnership with the Escambia County School Board to further build on the concept of an Urban School as a part of the proposed town center.
- Create a master planned redevelopment strategy to coordinate the development of the various uses in the proposed town center.
- Encourage adaptive reuse of vacant and underutilized commercial structures to concentrate and collect uses in business incubators
- Collaborate with the Pensacola Bay Area Chamber of Commerce and local merchants to develop apprenticeship and training programs for the capacity building and skills development for the youth and residents
- Develop community initiatives, such as the tool library and neighborhood garden, to motivate and assist residents in community clean-up efforts.
- Establish a coherent framework of guidelines and standards for the site and architectural design for the proposed town center buildings and other buildings fronting on Cervantes Street.
- Promote arts and crafts related activities for the teens and children to further develop the center as a recreation oriented community space.
- Attract a bank, post office and other businesses and services expressly desired by the community.



Conceptual Illustration: Cervantes Street Reconfiguration

Cemeteries

Existing Conditions: Cemeteries

There are five cemeteries that are unique to the neighborhood's open space framework, however, they have been neglected over time and need to be preserved as an important statement of the community's sense of place and history. The cemeteries are identified as an important part of Pensacola's heritage; two governors and other political dignitaries are buried in St. John's Cemetery. The other cemeteries include St. Joseph's Cemetery, the Talbert Chapel Cemetery, the Jewish Orthodox Cemetery, and the AME Zion Cemetery. The Plan recommends reinvestment in the restoration of these cemeteries through beautification efforts and evaluating opportunities to visually connect the neighborhoods .

Objective:

Recognize the historical and social value of the cemeteries as important components of the open space system and preserve their visual character. Enhance and upgrade the cemeteries through a well designed system of trails and landscape elements.

ACTION STRATEGIES

- Develop a master plan for restoring the cemeteries incorporating design elements such as treatment of markers, landscaping, entryway features as well as financing and implementation strategies.
- Provide visual connection to the neighborhoods located to the north and south of the St. John's Cemetery establishing a tree canopy that defines the axes.
- Install entryway improvements that include gateway features and quality fencing features utilizing historic preservation grants and private donations.
- Enhance the overall appearance of the cemeteries through the use of better signage, area wide landscaping, sidewalk improvements, internal trail improvements and lighting.

Conceptual Illustration: Cemetery Improvements

Parks and Recreation

There are four neighborhood parks and recreational facilities located in the Westside Redevelopment Area. During the public workshops, the residents expressed their desire to introduce new park uses and activities for the area youth, especially south of Cervantes Street. The Plan identifies potential opportunities to develop neighborhood parks on vacant lots throughout the study area, and adopting the New Urbanism principle of the "5-minute walk", which translates to 600 feet walking distance or 2 blocks to a neighborhood park from place of residence. This strategy will help ensure public safety for children and connectivity throughout the neighborhood. The intent of the Redevelopment Plan is to continue to strengthen and expand upon the system of parks, open space and trails in the neighborhood and provide connection between these recreational facilities. The City should also seek opportunities to acquire land for small passive neighborhood parks to complete the system.

Objective:

Strengthen and enhance the system of parks, trails and open space in the neighborhood providing recreational opportunities for residents of the Westside Redevelopment Area, which are readily accessible and improve the quality of life for residents. Preserve land to serve as public parks and open space for current and future residents.

ACTION STRATEGIES

- Pursue park, recreation, and beautification efforts to preserve and enhance the character of the neighborhood.
- Develop neighborhood parks in residential areas to provide adequate recreational amenities for area residents as well as utilize the facilities for marketing strategies to stimulate private investment.
- Pursue improvements to the Fricker Center and Legion Field as a priority.
- Provide safe connection from the neighborhood parks to area destinations such as the proposed 'Westside Neighborhood Town Center', commercial areas, and area schools through a connected network of sidewalks and bicycle routes.
- Maintain the integrity of the natural environment when developing properties, especially where significant tree canopies or natural habitats exist.
- Identify potential revenues including tax increment financing, grants, impact fees and other assessments to provide adequate funding for proposed improvements and maintenance of public facilities.

Conceptual Illustration: Neighborhood Park

Chapter 5 CAPITAL PROJECTS AND PROGRAM INITIATIVES

Capital Projects and Program Initiatives

Public capital investment in improvement projects, namely streetscape improvements, the creation of gateways, the continued extension of the pedestrian environment, along with the possible annexation of the adjacent neighborhood blocks on the north of the Westside Redevelopment Area will help to achieve the goals and desires of the community. It is through such projects that the City of Pensacola will enhance the functional and aesthetic quality of the Westside Redevelopment Area and provide the basis for leveraging private redevelopment investment within the redevelopment area. The following table presents a list of proposed capital projects and programs that could be pursued by the City to implement the recommendations of this Plan.

The Capital Improvement Strategies are used for short-term, mid-term and long range planning purposes. The Capital Improvement Strategies are not a pledge of expenditure of funds on a given project in a given year. Actual funding allocations will be determined annually through the City of Pensacola's budget process. As priorities change, the capital improvement strategies may be amended. City funds can be used to leverage grants and commercial financing to accomplish a substantial number of capital improvements and planning activities. The City may issue revenue bonds, notes, certificates or other forms of indebtedness to finance the capital projects identified by this Plan. With successful revitalization, the City should see a substantial increase in the tax base and realize a healthy return on its investment through increased ad valorem tax revenues, sales tax receipts and other formulated revenue sharing programs.

The Westside Redevelopment Plan contains several projects consisting of public, private and joint public/private efforts, as described in the Concept Plan, that will take at least twenty years for completion. Therefore, it is critical that the City incorporates a sound project implementation strategy when identifying priorities. The project priorities have been classified into the following three categories:

Short- Term Projects- Those that should be implemented immediately and completed within one to five years.
Mid- Term Projects- To be completed within six to ten years
Long- Term Projects- Projects that will likely take more than ten years to complete.

This section shows how the Concept Plan translates into a phased series of capital improvements and breaks down anticipated costs for further plans and regulatory activities. The community should understand that the City, working with the other government entities, will be pursuing multiple elements of the Plan at all times. It is important to note that the following capital implementation strategies is flexible in nature. It is the best estimate of project costs based on a measure of the order of magnitude for projects in relation to anticipated revenues. As a matter of practice the City will continue to prepare annual budgets as well as establish five-year and long-range work programs for budgetary and administrative purposes. Ultimately project costs will be refined during the design and construction phase of any given project. The following phasing plan sets forth recommendations concerning project priorities and funding sources.

CAPITAL IMPROVEMENT STRATEGY: YEARS 1 THROUGH 5

Project	Description	Actions/ Anticipated Costs	Funding Sources
Westside Library	Construction of a neighborhood library facility (including land acquisition, programming and design).	$1.5 million	LOST/ TIF/ General Fund
New Westside Community Center		$1 million	LOST/ TIF
Urban School- Planning Phase and Land Acquisition		TBD	TIF/ Escambia County School Board
Infill Housing Development	Land Acquisition, Home Buyer Assistance, soft second loans, mortgages	TBD	SHIP/ TIF
Neighborhood Planning	Conduct neighborhood planning exercises to determine specific needs for neighborhoods	$100,000	CDBG/ TIF/ General Fund
Fricker Center and Legion Field Improvements	Upgrade existing facilities	$1 million	TIF/ LOST
Primary Streetscape Improvements Phase I Cervantes Street	Streetscape improvements including new paved sidewalks, tree planting, street furniture, median landscaping, curb and gutter, traffic calming measures.	$1.5 million	FDOT/ KAB/ SBA/ TIF/ LOST/ CDBG
Primary Gateway Improvements Cervantes Street (2)	Identity signage and landscaping.	2 @ 75,000= $1.5 million	CDBG/ TIF
Secondary Gateway Improvements Cervantes Street (2)	Identity signage and landscaping.	2 @ 50,000= $1 million	CDBG/ TIF
Develop Urban Design Guidelines		$50,000	TIF
Horticulture Master Plan		$50,000	TIF
Residential Streetscape Improvements: "I" Street; Jackson Street	Streetscape improvements including new paved sidewalks, tree planting, street lighting, traffic calming measures	2 @ 500,000= $1 million	TIF/ KAB/ FDOT/ LOST/ CDBG
Facade Improvement Grant/ Ownership Incentives		$100,000/ year= $500,000	Enterprise Zone/ TIF
Home Reconstruction	Reconstruct dilapidated owner-occupied dwellings	TBD	SHIP/ HOME/ CDBG/ TIF

CDBG- Community Development Block Grant
LOST- Local Option Sales Tax
LOGT- Local option Gas Tax
TIF- Tax Increment Financing
SHIP- State Housing Initiatives Partnership
KAB- Keep America Beautiful
SBA- Small Business Administration Tree Planting Grant
TBD- To be Determined
FDOT- Florida Department of Transportation
PCIP- Pensacola Community Initiatives Program

Short-Term: Years 1 through 5

Capital Improvements

- Westside Library
- Westside Community Center
- Fricker Center and Legion Field Improvements
- Cervantes Streetscape Improvements
- Primary Gateway: Cervantes Street with Pace Boulevard and "A" Street
- Secondary Gateway: Cervantes Street with "E" Street and "I" Street
- Residential Streetscape Improvements: "I" Street, Jackson Street
- Develop Urban Design Guidelines

Public/ Private Projects

- • Facade Improvements

Private Sector

- Baptist Hospital expansion
- Medical Related Services

On-Going Projects & Programs

- Zoning code revisions
- Code enforcement
- Community policing
- Urban Design Guidelines
- Tree planting and street lighting programs

CAPITAL BUDGET: YEARS 6 THROUGH 10

Project	Description	Actions/ Anticipated Costs	Funding Sources
ACW Site Redevelopment Phase I Parks and Open Space	Develop nearly 10 acres of park, sidewalks, trail network, tree planting, park facilities and amenities, footbridge, stormwater retention, and lights. The costs for utilities and irrigation are not included in the anticipated cost estimate.	$ 1.25 million	RTP/ FRDAP/ LOST/ FDOT/ FCT/ FLP/ TIF
Primary Streetscape Improvements Phase I Garden Street Main Street Barrancas Avenue	Streetscape improvements including new paved sidewalks, tree planting, street furniture, median landscaping; improved functional and aesthetic character of primary corridors	$3 million (total anticipated cost for the three roadways)	FDOT/ TIF/ KAB
Primary Gateways: Garden Street (2) Main Street (2) Barrancas Avenue (1)	Identity signage and landscaping for identified intersections.	5 @ $75,000= $375,000	KAB/ SBA
Residential Streetscape Improvements: “E” Street, “M” Street, Chase Street, Gimble Street and Pine Street	Streetscape improvements including upgraded sidewalks, tree planting, street lighting, buffering	3 @ $500,000= $ 1.5 million 2 @ $1 million= $ 2 million Total= $3.5 million	
Neighborhood Gateway Features: “M” Street with Cervantes and Gregory Streets “E” Street with Cervantes and Garden Streets “I” Street with Desoto, La Rua, Garden, and Main Streets	Neighborhood identity signage, landscaping and brick crosswalks	7@ $10,000 = $70,000	FDOT/ CDBG/ KAB/ PCIP
Facade Improvement Grant/ Ownership Incentives		$100,000/ year= $500,000	TIF
Land Acquisition- Redevelopment Opportunity Sites and Adaptive Reuse (Cervantes Street)		TBD	TIF

CDBG- Community Development Block Grant
LOST- Local Option Sales Tax
LOGT- Local option Gas Tax
TIF- Tax Increment Financing
SHIP- State Housing Initiatives Partnership
KAB- Keep America Beautiful

SBA- Small Business Administration
Tree Planting Grant
TBD- To be Determined
FDOT- Florida Department of Transportation
PCIP- Pensacola Community Initiatives Program

FCT- Florida Communities Trust
FRDAP- Florida Recreation Development Assistance Program
RTP- Florida Recreational Trails Program
FLP-Federal Lands to Parks

Mid Term: Years 6 through 10

Capital Improvements

- ACW Site Redevelopment Plan Phase I
- Commercial Gateway treatments at A Street with Garden and Cervantes Street
- Neighborhood Gateway Treatment
- Garden Street Corridor, Main Street, Barrancas Avenue Improvements
- Residential Corridor Improvements: E Street, M Street, Chase Street, Gimble Street and Pine Street

Public/ Private Projects

- Facade Improvements

On-Going Projects & Programs

- Zoning code revisions
- Code enforcement
- Community policing
- Neighborhood planning and improvements
- Tree planting and street lighting programs

CAPITAL BUDGET: 11 YEARS AND BEYOND

Project	Description	Actions/ Anticipated Costs	Funding Sources
ACW Site Redevelopment Phase II Developer solicitation and master planning		TBD	
Neighborhood Parks (excluding land acquisition costs)		9 @ $50,000= $450,000	RTP/ FRDAP/ LOST
Continue with Facade Improvement Incentives	Continue with commercial facade improvement program	$ 50,000/yr	TIF/ Enterprise Zone
Continue with improvements as identified by residents	Streetscape improvements including upgraded sidewalks, tree planting, street lighting, buffering	TBD	SHIP/ CDBG/ HOME/ LOGT/ TIF
Primary Streetscape Improvements Pace Boulevard	Streetscape improvements including new paved sidewalks, tree planting, street furniture, median landscaping; improved functional and aesthetic character of primary corridors	$ 3.5 million	KAB/ SBA/ TIF
Cemetery Improvements (5)		$1.8 million	TIF/LOST/Historic Preservation Grants/ Private Donations
Land Acquisition- Redevelopment Opportunity Sites and Adaptive Reuse (Cervantes Street)		TBD	TIF

Long Term: Years 11 through 20

Capital Improvements

- ACW Site Redevelopment Phase II
- Pace Boulevard Corridor Improvements
- Improving Cemeteries
- Neighborhood Parks
- Cemetery Improvements

Private Sector

- Residential Neighborhood Commercial Business Development
- Facade Improvements

On-Going Projects & Programs

- Zoning code revisions
- Code enforcement
- Community policing
- Neighborhood planing and improvements
- Tree planting and street lighting programs

CDBG- Community Development Block Grant
LOST- Local Option Sales Tax
LOGT- Local option Gas Tax
TIF- Tax Increment Financing
SHIP- State Housing Initiatives Partnership
KAB- Keep America Beautiful

SBA- Small Business Administration
Tree Planting Grant
TBD- To be Determined
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Chapter 6 IMPLEMENTATION STRATEGIES

Implementation Strategies

The success of the Westside Redevelopment Plan ultimately rests on the coordinated efforts of the community's various stakeholders and agencies including the City of Pensacola Community Redevelopment Agency, neighborhood associations, business and property owners, and residents. The City's Neighborhood Planning Process has initiated vital relationships between key players in this effort and the City must utilize the opportunity presented by the Westside Redevelopment Plan to strengthen these efforts and map a pathway to a better quality of life for its citizens. Any redevelopment project financed by tax increment revenues will be completed within forty-years from the date of approval of the Redevelopment Plan by the Pensacola City Council. This section of the Plan outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that have been developed for the area.

Organizational Framework

City support and management of the program's activities will provide the system to carry out the recommendations presented in this plan. It is necessary to establish lines of communication between all sectors of the community to positively affect change in the Westside Redevelopment Area. Developers and entrepreneurs will be key contributors. Strong public-private partnerships will be crucial to the long-term success of the redevelopment effort

City Council and Staff

The Pensacola City Council is at the lead of the redevelopment program. Efforts to revitalize the Westside Redevelopment Area will also require a significant commitment by staff for daily management. The following actions will be necessary throughout the redevelopment process:

- Formulate public policy and identify resources for the redevelopment effort.
- Provide necessary staffing and support for administrative purposes and program implementation.
- Commit to making the necessary public improvements identified in the Plan.
- Provide maintenance for completed capital projects.
- Adopt development controls and incentives to promote high-quality private development. This may include streamlining the development review process to minimize the time involved in the approval process, providing zoning incentives, preparing corridor plans, site and architectural design guidelines, providing additional public facilities (library, community center, recreation facilities), and coordinating capital improvement programs.
- Prioritize and develop detailed programs for projects to implement major strategies illustrated in the Redevelopment Plan including- phasing, project financing, land acquisition, land disposition, funding sources and financing.
- Contact affected property owners to determine their level of interest in participating in proposed redevelopment activities.
- Solicit the services of a realtor and/or utilize the City's Community Development team to devise a land acquisition strategy for potential purchases of property in the neighborhood.
- Support residential renovation and rehabilitation programs through the use of grant funding such as SHIP, CDBG, HOME, TIF. (See Appendix H for additional funding sources).
- Increase awareness of funding resources and program initiatives available to residents interested in improving their property as means to increasing home ownership and property values.
- Conduct traffic analysis and market feasibility studies to assess the impact of proposed projects in surrounding areas.
- Initiate discussions with Escambia County to coordinate joint improvement projects planned for the unincorporated County owned areas and proposed corridor improvements within the Redevelopment Area

Partnerships

Area Institutions

Through partnering with institutions including, but not limited to, the Escambia County School Board, Baptist Hospital, faith based institutions, non-profit organizations and neighborhood associations, the City can leverage more commitment for projects and create a cumulative impact in the area.

- *Escambia County School Board*

The School Board is interested developing a consolidated school facility within the Redevelopment Area. The City of Pensacola should continue working with the Board to highlight common goals between the School Board's strategic plan and the City's redevelopment efforts. The City should also initiate discussions with the School Board to develop a redevelopment strategy for the underutilized properties and deteriorating structures owned by the Board. As Westside area schools are slated for closure, the School Board and the City should work together to identify disposition strategies and proposed new uses for these buildings.

- *Baptist Hospital*

The involvement and support of this institution is pivotal integral to the success of the proposed redevelopment effort due to its location within the redevelopment area, large landholdings, potential to generate medically related commercial spin-off and future goals. The City should work in close cooperation with Baptist Hospital to explore potential redevelopment opportunities in the vicinity of the hospital and sharing of public facilities.

- *Faith-based Institutions*

Westside Community Redevelopment Area churches and other faith-based institutions also have a role in the successful implementation of the Redevelopment Plan. The City should work in close collaboration with these faith-based organizations to develop community development programs that capitalize on the strengths and outreach capacity of the religious institutions. The participation from faith-based organizations can aid in obtaining community-wide support, addressing the social service needs such as instituting day care centers, organizing neighborhood clean-up drives and crime prevention campaigns, and encouraging youth participation in community development programs such as mentorship and job training programs to enhance their sense of responsibility.

Steering Committee

A Westside Improvement Steering Committee should be established as stewards to monitor the progress and timely development of the projects proposed in the redevelopment area. In addition, the role of this steering committee could be potentially expanded to generate community interest in the projects and formulate redevelopment incentives to attract developers and businesses to the area. The Committee could also help to generate community support for the redevelopment efforts and increase public involvement in the process.

Private Sector

Private sector involvement will be key in ensuring the successful rehabilitation and/ or redevelopment of the Westside Redevelopment Area. The City of Pensacola is committed to maximize opportunities for private sector participation in redevelopment efforts through continual investment in public realm improvements, making available incentives provided under Enterprise Zone Act as ways of stimulating private investment. The following strategies may be employed to encourage private sector involvement in the redevelopment process:

- Land lease or sale through a request for proposal process. Control of any property conveyed by lease or sale will be maintained through development restrictions or covenants running with the land and may include requirements for escrow accounts, payment penalties, liens, reverters or other deed restrictions

- Encouraging other public-private partnership arrangements such as commercial facade programs and rehabilitation loans and grants.

- Private-sector leadership can come from local banks, real estate development entrepreneurs, and property owners within the community.

- Promote utilization of Enterprise Zone incentives including: building materials and equipment sales tax refunds, sales tax credits on new jobs and property tax exemption for job creation.

- Local banks might provide financing for private developments and establishing a consortium to provide a revolving loan pool at below market interest rate. This activity may provide an opportunity for these financial institutions to meet their goals with respect to the Community Reinvestment Act that is designed to provide capacity building support and financial assistance for the revitalization of low and moderate income communities.

- Private real estate and development leadership can provide necessary entrepreneurial vision and initiative to create profitable enterprises and attractive redevelopment projects.

- The City should contact corporations dedicated to investing in the communities. A number of companies actively invest in several communities across Florida with a mission of enhancing the quality of life for the community. First Union Corporation (Northwest Florida, Lee County) and the Corporate Partners Program (St. Petersburg) are examples of programs that involve corporate investment in community development.

- Create new business incubators and work with local businesses to develop mentoring and apprenticeship program for the youth in the community.

- Work closely with interested property owners to develop and/or redevelop vacant land and structures in accordance with the community's overall vision for the redevelopment area's future growth.

- Initiate discussions with Gulf Power and Alabama Railroad to develop a consolidated redevelopment strategy for vacant and underutilized properties under their ownership.

- Ensure that property owners are familiar with the Brownfield development procedures and financial incentives available for Brownfield redevelopment.

Implementation Functions

Financial and non-financial considerations are equally important to the effective implementation of the Westside CRA Plan. Non-financing considerations deal with developing an organizational framework to defined the roles for various stakeholders involved in the redevelopment effort. Financing mechanisms are perhaps more easily defined, but not to be focused on until organizational elements are put into effect.

Non-Financing Functions

Non-financing functions are briefly discussed in the following general categories.

Site Assembly, Land Acquisition, Clearance and/or Disposition

The City of Pensacola may employ a combination of strategies including site assembly, land acquisition, clearance and/or disposition to facilitate the implementation of the Redevelopment Plan. The redevelopment of an urban area requires assemblage of multiple parcels of land to maximize the development potential of constrained properties. Site assembly efforts are vital in pursuing land trades and creating development partnerships to ensure controlled growth in the neighborhood. In the case of the Westside Redevelopment Area, the primary opportunity for significant change lies in the redevelopment of the sub-standard parcels located along the area's commercial corridors and the development of the proposed Westside Neighborhoods Town Center and the Main Street Western Gateway Redevelopment District.

Capital Improvements

The City of Pensacola employs dedicated funding sources such as the Stormwater Assessment Fees, the Local Option Sales Tax Plan (LOST) and Local Option Gas Tax (LOGT) to fund capital improvements such as street improvement and upgrading utilities. The Westside CRA Plan for revitalization includes recommendations for a variety of major infrastructure projects such as facade improvements, landscaping, streetscaping, new parking facilities, and upgraded utilities.

Standards and Controls

Design guidelines and development controls for controlling future development assures tenants and developers that quality future development will occur. In addition, promotion of high design quality for the community improves the aesthetic character and market value of the neighborhood.

Physical Development

This is the actual construction of new facilities and rehabilitation of older facilities. Physical development is dependent upon several factors, the most important of which is the ability to effectively rehabilitate existing facilities and to attract and integrate new development in concert with a comprehensive redevelopment plan.

Development Incentives

To further stimulate private investment the City can provide development incentives through various means ,including; facade, landscape, signage or property improvement grants; payment of impact fees; provision of site specific infrastructure improvements to address any deficiencies; participation in environmental clean-up of contaminated sites, flexibility in the application of use restrictions and increasing intensity of site use, flexible parking regulations, grants or low interest loans for life safety improvements; joint business support ventures such as district business identification signage or centralized marketing strategies.

Community Policing Innovations

Development and implementation of community policing innovations will be an integral element of the implementation functions. Community policing innovations include strategies designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

Financing

Grants

Federal grants have long been a source of funds for development projects, especially for public improvements. Such sources as Community Development Block Grants (CDBG), Section 108 Grants, and Weed and Seed Grants are available although the extent of their uses is diminishing as the volume of the grant decrease. They have the advantage of directly affecting development costs and their benefits are predictable and readily understood. The Section 108 loan program allows municipalities to convert a portion of the funds they will receive through the CDBG program into loans to use in economic revitalization projects. Local governments often use their current and future CDBG funds as collateral to guarantee the loans. Other sources of financing include the State Housing Initiatives Partnership (SHIP) Program, HOME Program and HOME Again. For more information on these financial programs, see Appendix H.

Tax Increment Funds

This is a fund that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. Tax Increment Funds (TIF) can only be used for development in an area declared a redevelopment area pursuant to Florida Statutes. The revenues generated from the fund are used for furtherance of improvements within the redevelopment areas of the city. (See Appendix A for more information on TIF districts and estimated revenue projections)

Redevelopment Bonds

Redevelopment bonds are issued by the Redevelopment Agency and approved by the City to finance renovation of specific projects, but are not guaranteed by the general revenues of the City. Anticipated TIF revenue may be pledged as the collateral for these bonds.

Private Investment

This is the single most important source of redevelopment funding. The general rule for successful revitalization is that private investment usually must exceed public funding by three to four fold. Such funding takes the form of equity investment and conventional real estate loans.

Project Equity Position

When the Redevelopment Agency takes an equity position in a project, the Agency contributes cash or land to the project with a return in the form of profit sharing. This Agency participation has the effect of reducing developer costs and can be used for other redevelopment projects.

Leasing

City-owned land, buildings, equipment, etc. can be leased to developers for projects. For the developer, this reduces the need for capital investment in land, buildings, etc. or debt service on money borrowed to finance the purchase of such things as land, building, and equipment. The city receives lease payments which are deductible from the developer's income tax. The lease may also include a purchase option.

Joint Ventures

In real estate syndication ventures, the Redevelopment Agency can contribute equity capital to a project. This has the effect of reducing equity requirements from the developer and/or reducing the amount of debt service. Through equity syndication, tax subsidy benefits can be passed on to investors in the form of depreciation, investment tax credits, deferral of taxes and capital gains.

Mortgage Write-Downs

Mortgage write downs by the Redevelopment Agency is a mechanism typically used to encourage residential development and home ownership in the redevelopment area. Funds from the Agency are offered to qualified potential home buyers (low-moderate income, first time buyers, etc.) to increase their down payment, thereby decreasing mortgage payments. The Agency usually takes an ownership interest, such as a soft second mortgage, in the dwelling for a predetermined period of time to guarantee against misuse of the funds.

Appendix A Tax Increment Financing and Revenue Projections

Tax Increment Financing

Tax Increment financing is a tool that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. This section presents a brief history of Tax Increment Financing, types of expenses allowed and TIF revenue projections that are likely to be generated within the Westside CRA in the next forty years.

History of Tax Increment Financing

Tax increment financing was originally developed over 30 years ago as a method to meet the local match requirements of federal grant programs. With the reduction in federal funds available for local projects, however, tax increment financing is standing on its own as a method to finance local redevelopment. State law controls tax increment financing. Because of this control, tax increment financing takes on a number of different techniques and appearances throughout the country.

In Florida, tax increment financing is derived from the Community Redevelopment Act of 1969, which is codified as Part III, Chapter 163 of the Florida Statutes. This act provided for a combination of public and private redevelopment efforts, but did not authorize the use of tax increment financing. The Act was amended in 1977 to allow tax increment financing. Under the Statutes, municipalities must go through a number of steps to establish a redevelopment area and implement tax increment financing. Tax increment revenue is typically the major source of funding for redevelopment projects under the State of Florida Community Redevelopment Act.

Upon approval of the governing body, a trust fund for each community redevelopment area may be established. The revenues for the trust fund are obtained by capturing any increases in taxable assessed value generated in the redevelopment area. The current assessed value of the district is set as the base and any increases to the base (the tax increment revenues) are available for improvements to the area. The property tax paid on the base assessed value continues to be distributed to the local governments.

The tax collector collects the entire property tax and subtracts the tax on the base value, which is available for general government purposes. Of the remaining tax increment revenues, 95 percent are deposited to the trust fund.

Type of Expenses Allowed

Funds from the redevelopment trust fund may be expended from time to time for undertakings of the community redevelopment agency which are directly related to financing or refinancing of redevelopment in the redevelopment area pursuant to an approved community redevelopment plan.

Tax Increment Projections

The following spreadsheet provides tax increment revenue projections for the Westside Redevelopment Area. As illustrated in Map A-1, the Plan recommends establishing two tax increment financing (TIF) districts- Western Gateway TIF District and Westside Neighborhoods TIF District to fund infrastructure and redevelopment improvements. The Western Gateway TIF district includes the entire ACW site and properties north of Gimble Street to Government, between Barrancas Avenue and “A” Street. The Westside Neighborhoods TIF District consists of the balance of the designated Westside Community Redevelopment Area.

Westside CRA Taxable Value Growth Rate (2001-2006)						
	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2001-2006
Westside Neighborhoods TIF District	2.9%	1.2%	21.6%	0.4%	37.2%	12.3%
Western Gateway TIF District	2.3%	1.2%	38.2%	-5.3%	41.8%	15.1%

Source: Escambia County Property Appraiser GIS Database (2006)

Assumptions

The model contains assumptions that increase the property values in the fifth and tenth years based on the anticipated completion of proposed American Creosote Works Reuse for the Western Gateway TIF District. Because of the added value of this project, the Westside redevelopment program is well positioned for successfully completing the projects identified in the redevelopment plan. The City of Pensacola has several options for obtaining initial financing and grants to enable immediate planning and design of their projects. The City can obtain interim financing through bond notes, commercial loans or commercial lines of credit based on projected revenues. These funds, combined with other funding sources and programs identified in this plan should enable the City to embark on an aggressive public improvement program that will serve as a catalyst for private sector investment.

Tax Increment Financing Revenue (TIF) projections for the Westside Redevelopment Area were estimated using the 2006 taxable values provided by the Escambia County Property Appraiser’s records. The average growth rate of the taxable values for all parcels in the recommended Westside Neighborhoods CRA, between 2001 and 2006 was used. The average taxable value growth rate between 2001 and 2006 for all properties in the recommended Westside Neighborhoods TIF District is 12.3% and 15.1% for the Western Gateway TIF District. However, in order to be appropriately conservative, growth rates of 3.0% and 5.0% are assumed for TIF Revenue calculations. The projections were subject to the 2006 City millage rate (4.950) and the 2006 County millage rate (8.756). The methodology underestimates the impact that new development and public improvements will have on the total taxable value of the properties in the TIF district because the projected revenue estimates do not capture the growth in assessments that will result from new construction.

Methodology

The base year (2007) taxable value is subtracted from the projected total base value. The increment is then multiplied by the millage rate available to the TIF district over the next forty years. The gross incremental CRA revenue is discounted back to 95%, the maximum allowed by Statute, to calculate the net incremental CRA revenue.

Results

Table A, B, C and D show estimates of the annual increment increase for all taxable properties in the Westside Neighborhoods TIF District and the Western Gateway TIF District at growth rates of 3.0% and 5.0%.

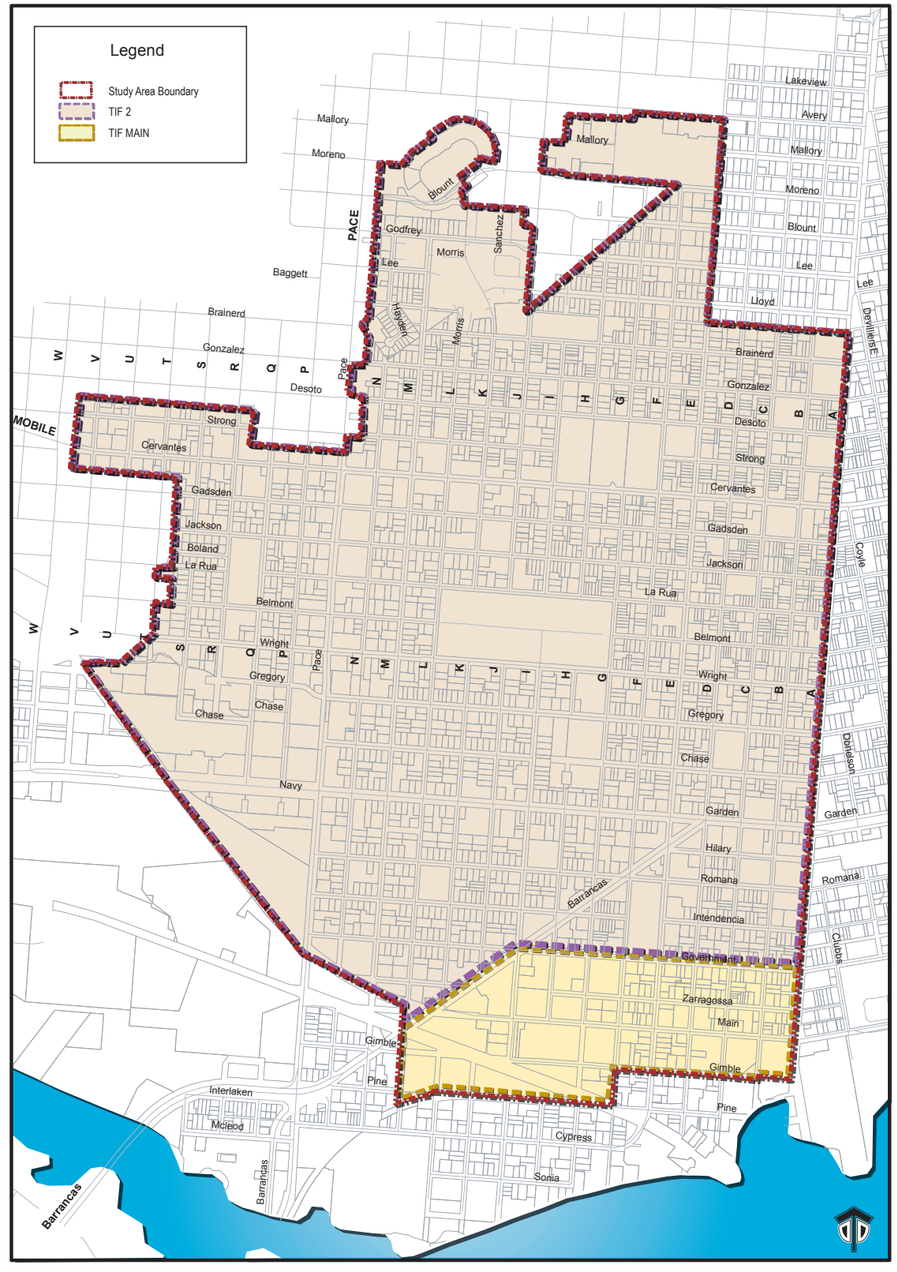
The total increment over 40 years for the Westside Neighborhoods TIF District at 3% growth rate is projected to be $61.4 million. The total increment over a 40 year TIF district life for the Western Gateway TIF District at 5% growth rate is projected to be $141.5 million.

The total increment over 40 years for the Western Gateway District at 3% growth rate with the ACW site redevelopment is projected to be $48.7 million. The total increment over 40 years for the Western Gateway TIF District (including the ACW site redevelopment) at 5% growth rate is projected to be $75.3 million.

The estimates are sensitive to several factors including market forces and changes to the assessment system in Escambia County. While the estimates show a moderate growth in the taxable values in the early years of the TIF, they provide a conservative projection for the revenue stream that the recommended Westside Neighborhoods TIF district is likely to generate.

TIF DISTRICTS

MAP A-1



WESTSIDE COMMUNITY REDEVELOPMENT AREA PLAN

CITY OF PENSACOLA

0 250 500 1,000 1,500 2,000 Feet

Table A. Westside Neighborhoods TIF District @ 3% Annual Growth Rate

Years	Annual Assessed Value	Annual Incremental Increase	Gross Incremental CRA Revenue	Net (95%) Incremental CRA Revenue
2007 (base)	$125,163,377	$0	$0	$0
2008	$128,918,278	$3,754,901	$51,480	$48,906
2009	$132,785,827	$7,622,450	$104,504	$99,279
2010	$136,769,401	$11,606,024	$159,119	$151,163
2011	$140,872,484	$15,709,107	$215,372	$204,603
2012	$145,098,658	$19,935,281	$273,313	$259,647
2013	$149,451,618	$24,288,241	$332,992	$316,342
2014	$153,935,166	$28,771,789	$394,461	$374,738
2015	$158,553,221	$33,389,844	$457,775	$434,886
2016	$163,309,818	$38,146,441	$522,988	$496,838
2017	$168,209,112	$43,045,735	$590,157	$560,649
2018	$173,255,386	$48,092,009	$659,341	$626,374
2019	$178,453,047	$53,289,670	$730,601	$694,071
2020	$183,806,639	$58,643,262	$803,999	$763,799
2021	$189,320,838	$64,157,461	$879,599	$835,619
2022	$195,000,463	$69,837,086	$957,466	$909,593
2023	$200,850,477	$75,687,100	$1,037,670	$985,787
2024	$206,875,991	$81,712,614	$1,120,280	$1,064,266
2025	$213,082,271	$87,918,894	$1,205,368	$1,145,100
2026	$219,474,739	$94,311,362	$1,293,009	$1,228,358
2027	$226,058,981	$100,895,604	$1,383,279	$1,314,115
2028	$232,840,751	$107,677,374	$1,476,257	$1,402,444
2029	$239,825,973	$114,662,596	$1,572,024	$1,493,423
2030	$247,020,753	$121,857,376	$1,670,665	$1,587,131
2031	$254,431,375	$129,267,998	$1,772,264	$1,683,651
2032	$262,064,316	$136,900,939	$1,876,912	$1,783,066
2033	$269,926,246	$144,762,869	$1,984,699	$1,885,464
2034	$278,024,033	$152,860,656	$2,095,720	$1,990,934
2035	$286,364,754	$161,201,377	$2,210,071	$2,099,567
2036	$294,955,697	$169,792,320	$2,327,853	$2,211,460
2037	$303,804,368	$178,640,991	$2,449,168	$2,326,710
2038	$312,918,499	$187,755,122	$2,574,123	$2,445,417
2039	$322,306,054	$197,142,677	$2,702,826	$2,567,685
2040	$331,975,235	$206,811,858	$2,835,391	$2,693,621
2041	$341,934,492	$216,771,115	$2,971,932	$2,823,335
2042	$352,192,527	$227,029,150	$3,112,570	$2,956,941
2043	$362,758,303	$237,594,926	$3,257,426	$3,094,555
2044	$373,641,052	$248,477,675	$3,406,629	$3,236,297
2045	$384,850,284	$259,686,907	$3,560,307	$3,382,292
2046	$396,395,792	$271,232,415	$3,718,596	$3,532,667
2047	$408,287,666	$283,124,289	$3,881,634	$3,687,552
				$61,398,346

Table B. Westside Neighborhoods TIF District @ 5% Annual Growth Rate

Years	Annual Increase in Assessed Value	Annual Incremental Increase	Gross Incremental CRA Revenue	Net (95%) Incremental CRA Revenue
2007 (base)	$125,163,377	$0	$0	$0
2008	$131,421,546	$6,258,169	$85,799	$81,510
2009	$137,992,623	$12,829,246	$175,889	$167,095
2010	$144,892,254	$19,728,877	$270,483	$256,959
2011	$152,136,867	$26,973,490	$369,807	$351,316
2012	$159,743,710	$34,580,333	$474,096	$450,392
2013	$167,730,896	$42,567,519	$583,601	$554,421
2014	$176,117,441	$50,954,064	$698,580	$663,651
2015	$184,923,313	$59,759,936	$819,309	$778,343
2016	$194,169,478	$69,006,101	$946,074	$898,770
2017	$203,877,952	$78,714,575	$1,079,177	$1,025,218
2018	$214,071,850	$88,908,473	$1,218,935	$1,157,988
2019	$224,775,442	$99,612,065	$1,365,681	$1,297,397
2020	$236,014,214	$110,850,837	$1,519,765	$1,443,777
2021	$247,814,925	$122,651,548	$1,681,553	$1,597,475
2022	$260,205,671	$135,042,294	$1,851,430	$1,758,858
2023	$273,215,955	$148,052,578	$2,029,801	$1,928,311
2024	$286,876,753	$161,713,376	$2,217,090	$2,106,236
2025	$301,220,590	$176,057,213	$2,413,744	$2,293,057
2026	$316,281,620	$191,118,243	$2,620,231	$2,489,220
2027	$332,095,701	$206,932,324	$2,837,042	$2,695,190
2028	$348,700,486	$223,537,109	$3,064,694	$2,911,459
2029	$366,135,510	$240,972,133	$3,303,728	$3,138,542
2030	$384,442,286	$259,278,909	$3,554,714	$3,376,978
2031	$403,664,400	$278,501,023	$3,818,249	$3,627,337
2032	$423,847,620	$298,684,243	$4,094,961	$3,890,213
2033	$445,040,001	$319,876,624	$4,385,509	$4,166,233
2034	$467,292,001	$342,128,624	$4,690,583	$4,456,054
2035	$490,656,601	$365,493,224	$5,010,912	$4,760,366
2036	$515,189,431	$390,026,054	$5,347,257	$5,079,894
2037	$540,948,903	$415,785,526	$5,700,420	$5,415,399
2038	$567,996,348	$442,832,971	$6,071,240	$5,767,678
2039	$596,396,165	$471,232,788	$6,460,602	$6,137,571
2040	$626,215,974	$501,052,597	$6,869,431	$6,525,960
2041	$657,526,772	$532,363,395	$7,298,702	$6,933,767
2042	$690,403,111	$565,239,734	$7,749,437	$7,361,965
2043	$724,923,267	$599,759,890	$8,222,708	$7,811,573
2044	$761,169,430	$636,006,053	$8,719,643	$8,283,661
2045	$799,227,901	$674,064,524	$9,241,425	$8,779,353
2046	$839,189,296	$714,025,919	$9,789,295	$9,299,831
2047	$881,148,761	$755,985,384	$10,364,560	$9,846,332
				$141,565,348

Table C. Western Gateway TIF District Projections @ 3% Annual Growth Rate

Years	Annual Assessed Value	Annual Incremental Increase	Gross Incremental CRA Revenue	Net (95%) Incremental CRA Revenue
2007 (base)	$12,910,226	$0	$0	$0
2008	$13,297,533	$387,307	$5,310	$5,044
2009	$13,696,459	$786,233	$10,779	$10,240
2010	$14,107,353	$1,197,127	$16,413	$15,592
2011	$14,530,573	$1,620,347	$22,215	$21,104
2012	$14,966,490	$2,056,264	$28,191	$26,782
2013	$35,415,485	$22,505,259	$308,547	$293,120
2014	$36,477,950	$23,567,724	$323,113	$306,958
2015	$37,572,288	$24,662,062	$338,117	$321,211
2016	$38,699,457	$25,789,231	$353,570	$335,892
2017	$39,860,440	$26,950,214	$369,487	$351,013
2018	$84,056,254	$71,146,028	$975,412	$926,641
2019	$86,577,941	$73,667,715	$1,009,984	$959,485
2020	$89,175,279	$76,265,053	$1,045,594	$993,314
2021	$91,850,538	$78,940,312	$1,082,272	$1,028,158
2022	$94,606,054	$81,695,828	$1,120,050	$1,064,047
2023	$97,444,236	$84,534,010	$1,158,961	$1,101,013
2024	$100,367,563	$87,457,337	$1,199,040	$1,139,088
2025	$103,378,590	$90,468,364	$1,240,321	$1,178,305
2026	$106,479,947	$93,569,721	$1,282,841	$1,218,699
2027	$109,674,346	$96,764,120	$1,326,636	$1,260,304
2028	$112,964,576	$100,054,350	$1,371,745	$1,303,158
2029	$116,353,513	$103,443,287	$1,418,207	$1,347,297
2030	$119,844,119	$106,933,893	$1,466,064	$1,392,760
2031	$123,439,442	$110,529,216	$1,515,356	$1,439,588
2032	$127,142,625	$114,232,399	$1,566,126	$1,487,820
2033	$130,956,904	$118,046,678	$1,618,420	$1,537,499
2034	$134,885,611	$121,975,385	$1,672,283	$1,588,668
2035	$138,932,180	$126,021,954	$1,727,761	$1,641,373
2036	$143,100,145	$130,189,919	$1,784,904	$1,695,659
2037	$147,393,149	$134,482,923	$1,843,761	$1,751,573
2038	$151,814,944	$138,904,718	$1,904,384	$1,809,164
2039	$156,369,392	$143,459,166	$1,966,825	$1,868,484
2040	$161,060,474	$148,150,248	$2,031,140	$1,929,583
2041	$165,892,288	$152,982,062	$2,097,384	$1,992,515
2042	$170,869,057	$157,958,831	$2,165,616	$2,057,335
2043	$175,995,129	$163,084,903	$2,235,894	$2,124,099
2044	$181,274,982	$168,364,756	$2,308,281	$2,192,867
2045	$186,713,232	$173,803,006	$2,382,839	$2,263,697
2046	$192,314,629	$179,404,403	$2,459,634	$2,336,653
2047	$198,084,068	$185,173,842	$2,538,733	$2,411,797
				$48,727,601

Table D. Western Gateway TIF District Projections @ 5% Annual Growth Rate

Years	Annual Assessed Value	Annual Incremental Increase	Gross Incremental CRA Revenue	Net (95%) Incremental CRA Revenue
2007 (base)	$12,910,226	$0	$0	$0
2008	$13,555,737	$645,511	$8,850	$8,407
2009	$14,233,524	$1,323,298	$18,142	$17,235
2010	$14,945,200	$2,034,974	$27,899	$26,505
2011	$15,692,460	$2,782,234	$38,144	$36,237
2012	$16,477,083	$3,566,857	$48,902	$46,457
2013	$37,300,938	$24,390,712	$334,397	$317,677
2014	$39,165,984	$26,255,758	$359,966	$341,968
2015	$41,124,284	$28,214,058	$386,815	$367,474
2016	$43,180,498	$30,270,272	$415,005	$394,255
2017	$45,339,523	$32,429,297	$444,606	$422,375
2018	$90,606,499	$77,696,273	$1,065,216	$1,011,955
2019	$95,136,824	$82,226,598	$1,127,327	$1,070,960
2020	$99,893,665	$86,983,439	$1,192,543	$1,132,916
2021	$104,888,348	$91,978,122	$1,261,020	$1,197,969
2022	$110,132,766	$97,222,540	$1,332,921	$1,266,275
2023	$115,639,404	$102,729,178	$1,408,417	$1,337,996
2024	$121,421,374	$108,511,148	$1,487,688	$1,413,303
2025	$127,492,443	$114,582,217	$1,570,922	$1,492,376
2026	$133,867,065	$120,956,839	$1,658,318	$1,575,402
2027	$140,560,418	$127,650,192	$1,750,084	$1,662,580
2028	$147,588,439	$134,678,213	$1,846,438	$1,754,116
2029	$154,967,861	$142,057,635	$1,947,610	$1,850,230
2030	$162,716,254	$149,806,028	$2,053,841	$1,951,149
2031	$170,852,067	$157,941,841	$2,165,383	$2,057,114
2032	$179,394,670	$166,484,444	$2,282,502	$2,168,377
2033	$188,364,404	$175,454,178	$2,405,477	$2,285,203
2034	$197,782,624	$184,872,398	$2,534,601	$2,407,871
2035	$207,671,755	$194,761,529	$2,670,181	$2,536,672
2036	$218,055,343	$205,145,117	$2,812,540	$2,671,913
2037	$228,958,110	$216,047,884	$2,962,016	$2,813,916
2038	$240,406,016	$227,495,790	$3,118,967	$2,963,019
2039	$252,426,316	$239,516,090	$3,283,766	$3,119,577
2040	$265,047,632	$252,137,406	$3,456,804	$3,283,964
2041	$278,300,014	$265,389,788	$3,638,494	$3,456,569
2042	$292,215,015	$279,304,789	$3,829,269	$3,637,805
2043	$306,825,765	$293,915,539	$4,029,582	$3,828,103
2044	$322,167,053	$309,256,827	$4,239,911	$4,027,916
2045	$338,275,406	$325,365,180	$4,460,757	$4,237,719
2046	$355,189,176	$342,278,950	$4,692,644	$4,458,012
2047	$372,948,635	$360,038,409	$4,936,127	$4,689,320
				$75,338,886

Appendix B Statutory Requirements

Statutory Requirements

This section addresses the specific requirements of Chapter 163, Part III, Florida Statutes, as they relate to the preparation and adoption of Community Redevelopment Plans in accordance with Sections 163.360 and 163.362. Provided below is a brief synopsis of each Sub-Section requirement from 163.360 and 1653.362, and a brief description of how the redevelopment plan and adoption process meet those requirements.

163.360 – COMMUNITY REDEVELOPMENT PLANS

Section 163.360 (1), Determination of Slum or Blight By Resolution

This section requires that a local governing body determine by resolution that an area has been determined to be a slum or blighted area before a redevelopment area can be established.

Action: The City of Pensacola City Council commissioned a Westside Neighborhoods Finding of Necessity Study which documented the existence of conditions of blight in the Westside Neighborhoods Area. On January 25, 2007, City Council approved a resolution finding the Westside Neighborhoods Area a blighted area appropriate for rehabilitation, conservation and redevelopment in the public interest and designated the Westside Neighborhoods Area a Community Redevelopment Area.

Section 163.360 (2)(a), Conformance with the Comprehensive Plan

The Local Planning Agency is charged with determining that the Westside Community Redevelopment Area Plan Redevelopment Plan is in conformance with the adopted Comprehensive Plan.

Action:

The Redevelopment Plan was submitted to the City of Pensacola Planning Board for determination of its conformance with the City's Comprehensive Plan at its May 8, 2007 meeting.

Section 163.360 (2)(b), Completeness

This section requires that the redevelopment plan be sufficiently complete to address land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation of properties within the redevelopment area as well as zoning or planning changes; land uses, maximum densities and building requirements.

Action:

These issues are addressed in Chapters 4,5 and 6 of the Redevelopment Plan.

Section 163.360 (2)(c), Development of Affordable Housing

This section requires the redevelopment plan to provide for the development of affordable housing, or to state the reasons for not addressing affordable housing.

Action:

The Redevelopment Plan anticipates the need to renovate and reconstruct existing housing units as well as to provide new affordable and market rate housing within the Westside Redevelopment Area, for both rental and owner occupancy.

Section 163.360 (3), Community Policing Innovations

The redevelopment plan may provide for the development and implementation of community policing innovations.

Action:

The Redevelopment Plan supports the use of community policing as stated in Residential Preservation and Enhancement Element of the Concept Plan (Chapter 4) and Implementation Strategies (Chapter 6).

Section 163.360 (4), Plan Preparation and Submittal Requirements

The Community Redevelopment Agency may prepare a Community Redevelopment Plan. Prior to considering this plan, the redevelopment agency will submit the plan to the local planning agency for review and recommendation as to its conformity with the comprehensive plan.

Action:

The City of Pensacola City Council, as the Pensacola Community Redevelopment Agency, authorized the preparation of this Community Redevelopment Plan through the contracted services of the RMPK Group Inc., Certified Planners and Licensed Landscape Architects. On May 8, 2007 the Redevelopment Plan was submitted to the City of Pensacola Planning Board for determination that the redevelopment plan was in conformance with the City's Comprehensive Plan.

Section 163.360 (5)(6)(7)(a)(b)(c)(d)(e), Plan Approval

163.360 (5). The Community Redevelopment Agency will submit the Redevelopment Plan, along with written recommendations, to the governing body and each taxing authority operating within the boundaries of the redevelopment area.

Action:

The City of Pensacola will submit this Redevelopment Plan and any written comment to the Escambia County Board of Commissioners, Escambia County School Board and the Northwest Florida Water Management District for review prior to public hearing and consideration of adoption by the City Council.

163.360 (6). The governing body shall hold a public hearing on the Community Redevelopment Plan after public notice by publication in a newspaper having a general circulation in the area of operation of the Westside Redevelopment Area Plan.

Action: A public hearing on the Westside Community Redevelopment Plan Community Redevelopment Plan was held on May 24, 2007. Notice of the Public Hearing was published in the Pensacola News Journal ten days prior to the hearing.

163.360 (7). Following the public hearing described above, the City Council may approve the redevelopment plan if it finds that:

(a) A feasible method exists for the location of families who will be displaced from the Redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

Action:

Widespread displacement of families is not anticipated due to direct action by the City of Pensacola. Families temporarily displaced due to home reconstruction will be provided a monetary allowance for temporary housing.

(b) The Redevelopment Plan conforms to the general or comprehensive plan of the county or municipality as a whole;

Action: The Westside Community Redevelopment Plan Redevelopment Plan conformance was determined by the City of Pensacola Planning Board to be in conformance with the City's Comprehensive Plan on May 8, 2007.

(c) The Redevelopment Plan gives due consideration to the utilization of community policing innovations, and to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the Plan;

Action: The need to utilize community policing innovations is supported in Chapter 4 of Redevelopment Plan and gives consideration to community policing innovations as part of the action strategies under the Residential Preservation Element. Improved recreational opportunities are referenced in the Chapter 4 of the Redevelopment Plan under the Parks and Recreation element.

(d) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the redevelopment area by private enterprise.

Action:

The need for, and role of, private enterprise/ investment to ensure the successful rehabilitation or redevelopment of the Westside Redevelopment Area is contained in the Implementation Strategies section (Chapter 6).

(e) Maintenance of coastal area evacuation time and protection of property against exposure to natural disasters.

Action:

Not applicable. This is for redevelopment areas that are located in a coastal tourist area.

Section 163.360 (8)(a)(b), Land Acquisition

Not applicable. The Westside Community Redevelopment Area falls within the Pensacola Inner City Area. The inner city area is a built environment and among the oldest of developed sections of Pensacola. Scattered vacant lots are suitable for infill development. Other sites may become available due to demolition.

Section 163.360 (9), Full Force and Effect

Upon approval by a governing body of a community redevelopment plan or any modification thereof, the plan and/or modification shall be deemed in full force and effect.

Action:

The Pensacola City Council approved the Westside Community Redevelopment Plan by adoption of resolution on May 24, 2007.

Section 163.360 (10), Need as a Result of Emergency.

Provides guidance for development of a redevelopment plan when an area has been designated as blighted as the result of an emergency under Chapter 252.34(3).

Action: Not Applicable.

Chapter 163.362 - Contents of Community Redevelopment Plans

Every community redevelopment plan shall:

Chapter 163.362(1) Legal Description

Contain a legal description of the boundaries of the redevelopment area and the reasons for establishing such boundaries shown in the plan.

Action:

A legal description of the boundaries of the redevelopment area and the reasons for establishing the boundaries are contained in the Finding of Necessity Study. Appendix D of the Redevelopment Plan contains the Legal Description of the boundaries for the Westside Community Redevelopment Area.

Chapter 163.362(2) Show By Diagram and General Terms:

(a) Approximate amount of open space and the street layout.

Action: This task is accomplished through the Concept Plan Map (Chapter 4)

(b) Limitations on the type, size, height number and proposed use of buildings.

Action: This is also described in the Conceptual Plan, however it is expected that the City's zoning ordinance and land development regulations will continue to provide the regulatory framework for any building dimension or style limitations.

(c) The approximate number of dwelling units.

Action: Based on the future land use concepts contained in the Plan, and the expressed desire to increase residential opportunities in the Westside Redevelopment Area, it can be reasonably expected that new investment in housing will occur over time. Future development of moderate to high density residential projects are encouraged in other areas of the redevelopment area, as well as new investment in single family in-fill, if successful, is expected to increase residential densities.

(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities and public improvements of any nature.

Action:

Proposed future uses and facilities are described in the Concept Plan section of the Redevelopment Plan (Chapter 4).

Chapter 163.362(3) Neighborhood Impact Element

If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas.

Action:

The Neighborhood Impact Element is described in the Concept Plan section (Chapter 4) of the Redevelopment Plan.

Chapter 163.362(4) Publicly Funded Capital Projects

Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.

Action:

A list of publicly funded projects located within the boundaries of the redevelopment area is contained in the Capital Projects and Program Initiatives section (Chapter 5) of this Plan.

Chapter 163.362(5) (6) Safeguards and Retention of Control

Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Provide for the retention of controls and establishment of any restrictions or covenants running with land sold or leased for private use.

Action:

The following safeguards and procedures will help ensure redevelopment efforts in the redevelopment area are carried out pursuant to the redevelopment plan:

Upon adoption, the Community Redevelopment Plan will become the guiding document for future development, redevelopment, conservation and revitalization activities in and for the Westside Redevelopment Area. In order to assure that redevelopment will take place in conformance with the projects, the Pensacola City Council will utilize the regulatory devices, instruments and systems such as zoning and land use restrictions available to it to permit and/or restrict development and redevelopment within the area. These include but are not limited to the Comprehensive Plan, the Land Development Code, the Zoning Code, design guidelines, performance standards, development review, permitting and approval processes.

The City of Pensacola and the Community Redevelopment Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and other instruments relative to any real property conveyed shall contain restrictions and/or covenants to run with the land to govern its uses, or shall contain other provisions necessary to carry out the goals and objectives of the redevelopment plan.

Chapter 163.362(7) Assurance of Replacement Housing for Displaced Persons

Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

Action:

Addressed in the Neighborhood Impact Element contained in the Concept Plan section (Chapter 4) of the Redevelopment Plan..

Chapter 163.362(8) Element of Residential Use

Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low to moderate income, including the elderly.

Action:

There are residential uses of various types and character, including, single-family, multi-family, rental units, owner occupied units, and detached units in existence in the redevelopment area at the time of this writing. The efforts undertaken by the Agency, as described in this Redevelopment Plan, are intended to retain and enhance a high quality of residential use, particularly with regard to developing and maintaining sustainable neighborhoods. Redevelopment program activities will strive to cultivate the positive neighborhood characteristics cited by the community during public workshops and reduce or eliminate any negative characteristics.

The establishment of a revitalized and expanded residential base within the Westside Redevelopment Area community is essential to achieve a successful economic redevelopment program. Residents living within the redevelopment area will comprise components of the work force and the market, which will generate economic activity.

Chapter 163.362(9) Statement of Projected Costs

Contain a detailed statement of the projected costs of development, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment funds.

Action:

Project costs and funding sources are described in the Capital Projects and Program Initiatives section (Chapter 5) of the Redevelopment Plan.

Chapter 163.362(10) Duration of Plan

Provide a time certain for completing all redevelopment financed by increment revenues.

Action:

Any redevelopment project financed by tax increment revenues will be completed within forty-years from the date of approval of the Redevelopment Plan by the Pensacola City Council.

Chapter 163.362(11) Statutory Predisposition

This section provides relief to some of the subsections of Section 163.360, if the redevelopment plan was adopted before Chapter 84-356, Laws of Florida, became a law.

Action: Not Applicable.

Appendix C PUBLIC INVOLVEMENT

Working Group Meetings Summary Report

This section outlines the information obtained during work sessions conducted on May 3rd, 4th, and 23rd and June 21st and 22nd, 2005 in the City of Pensacola, Florida. At each session a brief overview of the planning process was provided along with a summary of the Neighborhood Assessment. During these work sessions, the participants were involved in a brainstorming session to identify the neighborhood assets, issues of concern and potential opportunities that are characteristic of the West Side Neighborhoods.

The information contained in this report presents a list of the attendees and a brief summary of the comments provided by them. The information was incorporated in the formulation of the Concept Plan development phase of the West Side Neighborhood.

PUBLIC WORKSHOP - MAY 3, 2005

The following information was gathered during the Public Workshop held on May 3rd at the Fricker Community Center, Pensacola, Florida with the residents of the West Side Neighborhoods. With the help of aerial photographs and base maps of the neighborhoods, the residents were encouraged to actively participate in the planning process. The following are some of the opportunities and constraints identified by the residents:

ASSETS

- Baptist Hospital
- Parks
- Fricker Center
- Legion Field
- Trees
- Mom and Pop Businesses
- Churches
- Residential character of A Street
- Historical Significance
- Proximity to Downtown
- Architectural character

CONCERNS

- Abandoned Properties
- Package Stores
- Vacant Lots and Buildings
- Rise in illegal activities: Drug Activity and Prostitution
- Presence of abandoned and underutilized motels on Cervantes St.
- Poor aesthetic character of Habitat Housing design
- Lack of Street Lighting
- Inadequate Neighborhood parks especially south of Cervantes
- Absence of high rise buildings
- Irregularity of City limit lines
- Deteriorating conditions of Storm Water Drainage
- Vagrancy
- Blight/properties in poor condition

SOLUTIONS

- Clean Cemeteries: better maintenance
- Sting Operations: prostitutes
- In-fill- Affordable Housing (Better Quality and Design)
- Trim/Prune the dead trees
- Better Code Enforcement
- Better Maintenance on Parks
- Employment Opportunities for Teenagers
- More Police Patrols (including bike)
- Advertise funds for Small Businesses
- No high rise buildings
- Rehabilitate houses and provide assistance for those in need
- Develop a Grocery Store
- Institute Façade Improvement Programs
- Develop Housing Rehabilitation Program
- Develop Design guidelines for housing
- Enforce zoning changes to protect residential character of A Street

OVERVIEW OF RESULTS FROM PUBLIC MEETING

The participants in the public workshop raised an over all sentiment that Hurricane Ivan had actually reversed the demographic data from decline to actual in-migration. Other issues of concern include work force training, housing conditions, design and long-term affordability, level of income and nature of employment, decreasing population and households and lack of private sector investment in revitalizing commercial corridors.

WESTSIDE NEIGHBORHOODS STEERING COMMITTEE MEETING MAY 4, 2005

The following summary of comments was gathered on May 4th, at the Lakeview Center in the City of Pensacola during a Steering Committee meeting. The Steering Committee's responsibility is to champion the process within the community and ultimately make a recommendation to City Council regarding the Plan Each of the Steering Committee members described their vision for the neighborhoods, the needs and what their organizations may have planned in the future. The following is a summary of their comments:

Assets

- The Change of Pace neighborhood has made great strides lately through City sponsored cleanup and sidewalk construction.
- "A" Street will become a major corridor as the historic downtown develops.
- The Housing Authority has plans to redevelop Morris Court with construction of 24 new apartments.
- Attucks Court has received very high marks from the Federal Government regarding conditions in this neighborhood.
- Habitat for Humanity housing has enabled home ownership for tenants in the public housing projects freeing space for new residents.
- A new neighborhood recreational center is proposed. Council has appropriated $1 million LOST
- The School Board would like to build a New Urban School in the neighborhood requiring a minimum of 5 acres of land.
- The St. Johns Cemetery is a great historic resource with numerous dignitaries including 2 former governors, state representatives and war heroes buried there.

CONCERNS

- Legion Field is a historic site that is supposed to provide recreational opportunities for the area residents but, the field is being physically destroyed and has become an area for prostitution, which is a terrible influence on the youths in the neighborhood.
- More tot lots and passive parks are needed especially in the area south of Cervantes.
- Police response is slow
- Speeding is an issue especially by people on motorcycles.
- Cost to complete improvements has increased from $55 to $85 per square foot since the occurrence of the Hurricane Ivan.
- The Housing Commission has been listening to architects and planners who are recommending higher architectural standards and a site layout more consistent with "New Urbanism" principles.
- The St. John's cemetery must be restored but resources are limited in light of the impact of Hurricane Ivan on those who currently reside in the area.
- This cemetery, along with others in the community should be part of a historic tour.

SOLUTIONS

- Ensure that the plan is for everyone (old, young, black and white)
- Incorporate energy conservation measures/features into redevelopment/infill projects in the area (solar, wind, alternative energy source) could give the area an edge
- Children are the future and they need better schools, parks and activities.
- Need more code enforcement
- There's a need for housing rehab grants, property improvement grants & R.O.W. enhancement grants
- Stem the demolition of older homes
- Increase home ownership opportunities and help current renters become owners as a means of building neighborhood pride
- Halt the negative activities at the motels on Cervantes
- Housing rehabilitation needs more funding.
- Improvements should be made on A Street with landscaping, decorative street lighting sidewalks and signage. Zoning should be in place to protect the residential character of the road so it doesn't turn into strip commercial uses.
- Cervantes Street needs the establishment of a Facade Grant to improve the deteriorating buildings in that area.
- Consider partnership roles for area churches and grants for restoration.
- Architectural Guidelines are needed to blend Habitat and anything new with the character of the neighborhood (porches, CPTED considerations)
- Use of Geo-thermal systems for energy savings and that grant opportunities may be available.
- More focus on schools (partnerships to nurture kids) and utilize the location of schools to help stabilize the neighborhoods and enhance property values
- Establish the neighborhood as a leader in energy conservation.
- In reaching out to the area's youth we should consider apprenticeship opportunities for electricians, plumbers and other trades.
- Tool Lending Library to provide tools needed for community clean-up
- Employment of the area's youth to fix parks, sidewalks, and buildings in the neighborhood providing jobs and training in construction trades.
- Community Garden to grow fresh produce seasonally to serve area restaurants for profit.
- There needs to be a re-entry program for ex-offenders so they can be trained and employed rather than slipping into old bad habits.

PUBLIC WORKSHOP- MAY 23, 2005

ASSETS

- Neighborhood history
- Cemeteries
- Baptist Hospital
- Fricker Community Center
- Parks
- New quality infill housing
- New businesses in the area (Walgreen's, Circle K, CVS, Auto Parts)
- AA Dixon GED program (child care needed)
- County owned property at Desoto & Gonzales for redevelopment as a park
- Traditional neighborhood character
- Churches
- Good potential for investments
- CJ's Restaurant (Garden & Pace)
- Assisted Living Facility
- Potential for home construction/purchase

CONCERNS

- Loitering (near Cervantes St)
- Lack of neighborhood school
- Pedestrian deaths/ injuries on Cervantes St (Need safe crossings: pedestrian activated cross walks, etc)
- Need new sidewalks (particularly along Cervantes);
- Existing sidewalks need to be reconstructed (614 N E St)
- Need a neighborhood grocery store
- Area is too dark, need additional street lighting (historic style)
- Architectural design/appearance of affordable housing (Habitat & other private need to be off grade, steeper roof pitch, no patio style)
- Poor design of new commercial buildings (no metal buildings)
- Don't want trailers (mobile homes) in the neighborhood
- Need a quality, affordable restaurant in the neighborhood
- Need a branch library in the neighborhood area
- Stormwater drainage is poor in the area (particularly E St, C St, Avery to Cervantes)
- Package/liquor stores on Cervantes Street at M Street and E Street(drinking/loitering outside)
- Dilapidated taxi stand at Cervantes & F Streets is an eyesore
- Abandoned and deteriorated houses need demolition
- Hotels on Cervantes St and associated prostitution
- Neighborhood watch is needed
- Drug activity
- Lloyd Alley (City ROW) from D to G Streets (parallel to Lloyd) is overgrown/ needs maintenance
- Poor drainage/standing water producing high mosquito populations
- Prostitution
- Need a Farmer's Market/fresh produce outlet
- Need additional educational facilities
- Parked cars blocking road at Cervantes & F Streets

SOLUTIONS

- Farmers' Market/growers produce market
- Enhance/beautify main corridors with trees, planting, lights and bike paths
- Add/improve signage on main corridors
- Re-open AA Dixon as neighborhood school
- Re-use Blount School property for housing (no-high rises)
- Cleanup/ improve/ beautify neighborhood cemeteries (plant trees, add signage, fix fence at St John's Cemetery)
- Re-vegetate the neighborhood (replenish post-Ivan)
- Revise zoning to allow mixed (residential/office) uses
- Install traffic calming devices on L Street from Garden to Cervantes
- Install traffic calming devices on Jackson St from Pace to E Street
- Place utilities underground/ Install newer more hurricane resistant traffic lights
- Upgrade/enhance Legion Field
- More educational classes/programs in the neighborhood (bring nursing program to PJC downtown)
- Improve existing parks
- Development more parks
- Upgrade the Fricker Center parking lot
- Increase police patrols in the area
- Amend the noise ordinance to allow for easier enforcement
- Pave streets (Brainerd from A to B)
- Repair existing sidewalks
- Construct new sidewalks (100 BLK of Lee St, C St from LaRua to Mallory, G St, Wright St)
- Construct traffic calming devices at Fricker and at Baptist (F St from Cervantes to Moreno)
- Upgrade traffic lights everywhere
- Enforce laws (loitering at package stores, open containers, noise, code)
- Safe pedestrian crossings (overpass) across Cervantes St
- Resurface roads/ fix potholes
- Annex property at northern boundary of area (around Baptist Hospital)

WESTSIDE NEIGHBORHOODS PLAN - JUNE 21, 2005

WEST SIDE CONCEPT PLAN OVERVIEW

- Neighborhood/Town Center concept co-locating planned new facilities.
- Plan elements include gateways, public infrastructure improvements & key new development projects
- Establish a neighborhood identity through entry signage and primary corridors
- Pursue City control of Pace Blvd
- Provide opportunity for tradesmen to share their skills with apprentices
- Concept plan may require changes to the future land use plan
- Improvement recommendations not only a money decision but an impact decision: remove physical structures, housing and negative activities
- Make investment in maintenance, character and long term stability
- Private investors want to invest where they can achieve a return
- Need to balance pedestrian safety with the flow of goods & services on Cervantes St

GARDEN STREET

- Should be treated as a Western Gateway
- Create Boulevard or Parkway through landscaping, signage & lighting

CERVANTES STREET

- Needs a character change (its purpose shouldn't be only to move traffic through)
- Should become more pedestrian oriented
- New activities/uses are needed
- Thoroughfare needs to be scaled down

A & E STREETS

- Maintain the residential character
- Enhance these corridors

CEMETERIES

- These are historic and physical assets-(two governors buried in one; significant African Americans)
- Establish a walking/driving tour (connect the area)
- Make them inviting (e.g.-Arlington National at small scale)
- An on-going street planning program can be done inexpensively and continually build up the neighborhood

HOUSING (DESIGN STANDARDS)

- Reflect historic character
- Apply principles of new urbanism
- Parking in the rear & side yards
- Pay attention to the details
- Habitat could include emphasis on restoration as much as new construction
- L.A. Kirsey multi-family residential project (subject to new urbanism guidelines)

COMMERCIAL

- Facilitate business growth via an improved environment
- Parking issues are a detriment to business- incorporate shared parking/side street parking
- Grocery store
- Occurrence of commercial should remain at existing 12% levels
- Area needs a haircut & a shave
- Demo of dilapidated structures
- Cut grass on rights of way
- City steps to show commitment to the area

BAPTIST HOSPITAL

- Current improvement plans are in the works
- Good time to partner
- Seek annexation

PUBLIC SECTOR INVESTMENT

- New urban school
- 5 yr plan
- Downtown consolidated technical elementary school
- 4-5 acres needed
- New library
- Investment should address the more negative, blighting influences
- Physical appearance/infrastructure enhancements
- Transform corridor image
- Opportunity for synergy

CEMETERIES & PARKS

Connect traffic to H& I Streets through St' John's

BUSINESS AND CHURCH LEADERS FOCUS GROUP COMMENTS

- Negative demographics are reasons for neighborhood decline
- Resident priorities for improvement match the needs highlighted by the demographic data

ISSUES/CONCERNS

- More parks needed
- More amenities/programs needed in parks (summer programs)
- Not enough activities for area residents/youth
- Cocaine corners-A & Cervantes St
- Judges turning offenders back out on the streets
- Single activity center needed to accommodate seniors, youth, families
- Increasing numbers of rental properties
- Need a focal point for a smaller/tighter community to rally around (e.g.: neighborhood park, coffee shop, etc.)
- Vagrancy/alleged homelessness
- Truancy
- Drug activity & prostitution
- Obvious disconnect from downtown
- Nothing for youth/teens to do (constructive activities)
- Fricker Center useful for specific structured activities
- Visual blight

NEIGHBORHOOD ASSETS

- Location (downtown, close to water)
- Potential spin-off impact of waterfront development
- Good police activity
- Address each sub-neighborhood within the planning area independently rather than as a single neighborhood
- Build neighborhood zones north & south of Cervantes (perhaps in quadrants)
- Don't hamper traffic flow on Cervantes St-retain as main east-west commercial corridor to support business development/job growth
- Maintain controlled, structured commercial access
- Enhance Lakeview, A and E Streets (Jackson St has a lot of history as a former Trolley line)
- DOT involvement is needed
- Establish guidelines (setbacks, design) for commercial corridor to encourage investment

OPPORTUNITIES/ DIRECTIONS

- CDBG
- Façade Program
- Housing Rehab
- Habitat housing should enhance/add value to the neighborhood
- Bridge to downtown
- Cervantes needs a different function, different activities, different look
- Infrastructure improvements
- Business location incentives (write down the cost of land)

PUBLIC WORKSHOP - JUNE 21, 2005

COMMENTS

- Fewer Habitat Houses—the style doesn't blend
- Streetscape, lights, plantings, sidewalks
- New housing should reflect the best of existing structures
- Residential design standards
- Housing that has a connection to the sidewalk
- Commercial development standards are needed
- Cross access between pedestrians and parking
- Development needs an opportunity to make a profit
- Cemeteries need clean-up/beautification/preservation
- High percentages of rental property –encourage home ownership
- Need a quality, clean grocery store
- Zoning changes are needed to allow smaller lot sizes
- Increases in public housing will bring more problems (Morris & Attucks Courts are problem areas)
- Timeline for annexations
- Sewer plant relocation needs to be settled
- Impact of improvements on property taxes (don't price out the elderly/fixed income)
- R.O.W. property is not being maintained (responsibility of adjacent property owners)
- Code enforcement is lacking
- Demolish dilapidated structures
- Structure @ G and Cervantes is an eyesore
- Need to enforce the minimum maintenance ordinance (Standard Housing Code)
- Need to enforce enhanced penalties for drug related crimes (near churches, parks, schools, etc.)
- Opportunities for private infill

STEERING COMMITTEE MEETING - JUNE 22, 2005

- Liquor stores on Cervantes at D and N Streets need to be removed
- Market impacts of improvements may cause property to be purchased for other uses
- Slow traffic on Cervantes
- Create a school slow zone
- Place buildings close to street edge
- Construct a median
- Plant trees
- Reuse of buildings for after school tutorial centers /apprenticeship programs
- Locate new clean supermarket on Cervantes (See St. Pete)
- Establish a CRA to assemble property
- Landscape & other jobs created by the renewal effort should go to local contractors
- A portion of the Blount School property may serve as a community center site
- Jackson & Gregory Streets are very useful active secondary thoroughfares
- Include world class swimming pool in new community center
- Small playground for kids in southern half of neighborhood (prioritized for systematic implementation)
- Beautification of A Street as a residential thoroughfare
- Community policing substation
- Housing rehab combined with a tool loan program
- Beautification/establish a signature streetscape/landscaping plan
- Need to look at multiple sites for new elementary school

Neighborhood Survey

The City of Pensacola distributed a set of questions as a survey to the residents of the West Side Neighborhoods to determine the needs and primary concerns of the neighborhood. There were 45 residents who participated in the survey. The following is a presentation of the survey results:

1. Overall how satisfied are you with your neighborhood as a place to live?

SATISFIED	NOT SATISFIED
12 (26.66%)	33 (73.33%)

2. What can be done to increase your satisfaction? Please be specific.

HOUSING

- Fewer habitat houses
- Upgrade Neighborhood
- Better houses

PHYSICAL ENVIRONMENT

- Clean Up
- Better lighting
- Remove abandoned buildings
- Trash pick up
- Landscaping

PUBLIC INFRASTRUCTURE

- Repair potholes
- Traffic calming devices on residential roads
- Sidewalks

SOCIAL INFRASTRUCTURE

- Eliminate drug activities
- More community activities
- Youth and Senior Activities
- Public Safety Address
- Concerns of Black community

POLICY

- Improvement Plan

3. In general over the past two years, would you say that your neighborhood is improving or declining?

IMPROVING	DECLINING
25 (55.55%)	20 (44.44%)

4. Why do you feel the neighborhood is improving?

5. Why do you feel the neighborhood is declining?

IMPROVING	DECLINING
HOUSING • Infill Housing • Rebuilding • Well maintained exterior houses **PHYSICAL ENVIRONMENT** • Clean up activities • Better Neighbors who care about the surroundings **PUBLIC INFRASTRUCTURE** • New sidewalks • On-going development **SOCIAL INFRASTRUCTURE** • Less crime • In-migration • Good balance of racial mix **POLICY** • City is active	**HOUSING** • Abandoned buildings • Neglect of properties **PHYSICAL ENVIRONMENT** • Hurricane • Empty lots **PUBLIC INFRASTRUCTURE** • Poor drainage • Poor road conditions **SOCIAL INFRASTRUCTURE** • Loud young people • Increase of Vagrants • Gang violence • Drugs, liquor, prostitution • Kids loitering at night • Unconcerned Parents • Lack of Employment **POLICY** • Lack of commitment

6. Please tell us the three things you like best about your neighborhood?

HOUSING

- Affordable housing
- Brick homes
- Integrated Homeowners (mixed)

PHYSICAL ENVIRONMENT

- Close to Downtown
- People in close proximity
- On-going beautification
- Fairly quiet
- Neighborhood Parks
- Historic
- New drug store
- Good location
- Children and older residents
- Trees

PUBLIC INFRASTRUCTURE

- Parks

SOCIAL INFRASTRUCTURE

- Low cost of living
- Churches
- Multi-racial
- Baptist Hospital

7. Please tell us the three things you like least about your neighborhood?

HOUSING

- Poor housing: Habitat housing

PHYSICAL ENVIRONMENT

- Poor lighting
- Unclean environment
- Neglect
- Litter
- Loud music
- Old High School
- Abandoned buildings
- Trash on street: Old Car

PUBLIC INFRASTRUCTURE

- Misuse of the Historic Legion Field
- Cars speeding
- Noisy night traffic

SOCIAL INFRASTRUCTURE

- Lack of Community Pride
- Gangs, drug activities and prostitution
- Kids loitering

POLICY

- Police respond slow
- Unlawful use of off street: motorcycles, mopeds, go carts

8. Please rank, on a scale from one to five, with the five being the most important and one being the least important, the following neighborhood concerns by their importance to you:

More police patrols	62%
Better lighting	60%
Better traffic control	37.7%
More of improved sidewalks	53.3%
More emphasis on beautification	60%
More recreation opportunities	57.7%
Better/more code enforcement	46.6%
Better storm water management	53.3%
Improved roadway conditions	35.5%
More Education	68.8%
Better Jobs	62.2%
Others	22.2%

9. If you could change one thing in your neighborhood, what would it be?

HOUSING

- Improve Habitat housing
- Better houses
- Beautification of neighborhoods

PHYSICAL ENVIRONMENT

- Clean up
- Improve aesthetics

PUBLIC INFRASTRUCTURE

- Road improvement
- Better Drainage
- Better maintenance of sidewalks
- Better and additional lighting

SOCIAL INFRASTRUCTURE

- Remove or monitor vagrants
- Eliminate drug activities
- Eliminate prostitution
- Increase civic pride

POLICY

- More police involvement

10. On the following scale, how likely is it that you will MOVE out of the neighborhood in the next two years?

VERY LIKELY	VERY UNLIKELY
3 (6.66%)	42 (93.33%)

11. If you were to move out of the neighborhood, what would be the reason for your moving?

HOUSING

- Better house
- Change of quiet neighborhood

PHYSICAL ENVIRONMENT

- Deteriorating condition of neighborhood

SOCIAL INFRASTRUCTURE

- Loss of business
- Better opportunity outside the neighborhood
- Job relocation
- Increased crime in the neighborhood

POLICY

- Crime/Safety

12. Do you own or rent your home?

OWN	RENT
35 (77.77%)	10 (22.22%)

13. Do you own or operate a business in the West Side Neighborhoods area?

BUSINESS OWNER	NON BUSINESS OWNER
10 (22.22%)	35 (77.77%)

14. As a business person, are there regulatory issues, administrative processes or business services that could be improved to help strengthen your business? If so, what can be done?

- Fair taxes
- Licensing to help local new businesses
- Training
- City has been extremely cooperative and supportive

15. As a business person or resident, what is your impression of the physical condition of the commercial roadways in the West Side neighborhoods area?

GOOD	POOR
5 (11.11%)	40 (88.88%)

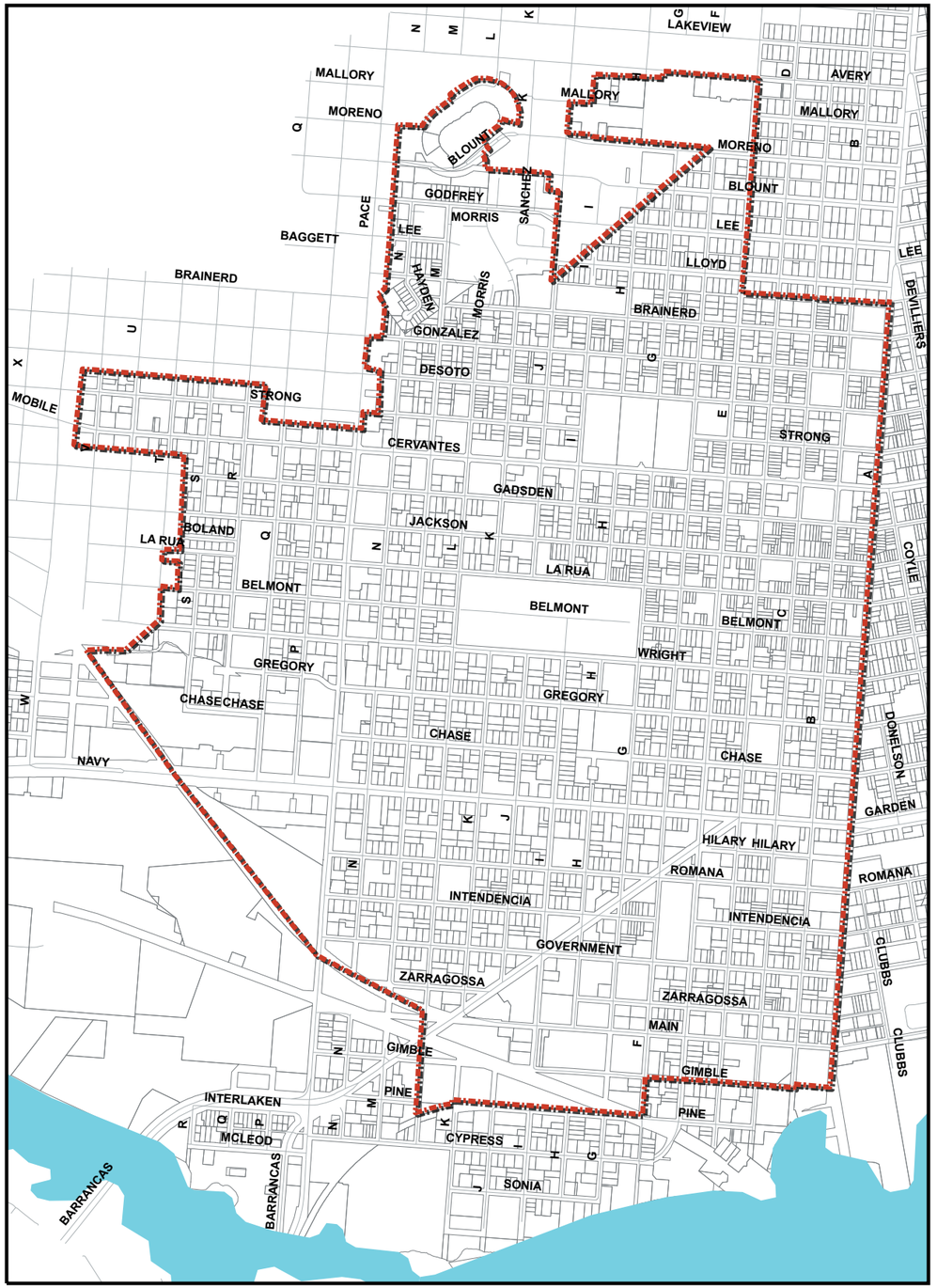
16. Participate as Planning Process Volunteer

YES	NO
11 (24.44%)	34 (75.55%)

Appendix D LEGAL DESCRIPTION

Legal Boundary Description

Commencing at the intersection of the current City Limits line, as of January 11, 2007, and the Westerly right-of-way line of the Alabama and Gulf Coast Railway, LLC where they intersect Bayou Chico; thence Easterly and Northerly along said City Limits line, to its intersection with the Easterly right-of-way line of 'E' Street; thence Southerly along said Easterly right-of-way line to its intersection with the Northerly right-of-way line of the alley in Blocks 10, 11, 30, and 31, of the West King Tract; thence Easterly along said Southerly right-of-way line to the Easterly right-of-way line of 'A' Street; the Southerly along said Easterly right-of-way line to the Southerly right-of-way line of Gimble Street; thence Westerly along said Southerly right-of-way line to the Easterly right-of-way line of 'F' Street; thence Southerly along said Easterly right-of-way line to the Southerly right-of-way line of Pine Street; thence Westerly along said Southerly right-of-way line and the former Southerly right-of-way line of the St. Louis-San Francisco Railway (now abandoned Bayshore Line), to the Westerly right-of-way line of 'K' Street; thence Northerly along said Westerly right-of-way line to its intersection with the Northerly right-of-way line of the St. Louis-San Francisco Railway (now abandoned Bayshore Line); thence Westerly along said Northerly right-of-way line to the Westerly right-of-way line of 'L' Street; thence Northerly along said Westerly right-of-way line to its intersection with the Westerly right-of-way line of the Alabama and Gulf Coast Railway, LLC; thence Northwesterly along said right-of-way line to the Point of Beginning.



WESTSIDE COMMUNITY REDEVELOPMENT AREA PLAN

CITY OF PENSACOLA

0 250 500 1,000 1,500 2,000 Feet

Appendix E INVENTORY

Inventory and Analysis

This chapter describes the overall context in which the West Side Neighborhoods are situated in the City of Pensacola. The preparation required an understanding of the physical and socio-economic conditions of the neighborhood supported by a detailed analysis of the area's opportunities and constraints. Information for the inventory was collected from previous planning studies, interviews with city staff, residents and business owners, and technical documents. Meetings were held with the residents to determine their concerns and assess opportunities regarding the West Side Neighborhoods. The results of the inventory and analysis were the guiding framework for the formation of clear goals and objectives for the Redevelopment Plan.

During the first presentation of the assessment of conditions in the neighborhood, including findings of the community's demographic profile, the statistics sparked the interest of the participants in the public workshop who felt that trends in population decline have reversed since Hurricane Ivan. Recent data collected from the City confirms the participants' observations concerning the increase in the City's population (Table 2.1). However, due to the lack of availability of similar data for the West Side Neighborhoods, the same population growth cannot be assumed for the West Side neighborhoods.

Table 2.1 Pensacola Annual Profile

Pensacola Annual Profile					
	2000	2001	2002	2003	2004
City Population Estimate (1)	**56,255**	**56,275**	**56,271**	**56,307**	**56,366**
Population Change	-	20	-4	36	59
% Population Change	-	0.04%	-0.01%	0.06%	0.10%
Births (2)	878	985	1,053	1,126	
Deaths (2)	799	784	798	795	
Natural Increase	79	201	255	331	
Net Migration	-	-181	-259	-295	

Table 2.2 Population in City and the Study Area

	CITY OF PENSACOLA	WES TSIDE NEIGHBORHOODS
2004	54,392	4,643
2009 est.	52,299	4,347

Table 2.3 Population Growth Rate 1990-2009

	CITY OF PENSACOLA	WES TSIDE NEIGHBORHOODS
2004-2009 est.	-3.85%	-6.38%
2000-2004	-3.31%	-5.11%
1990-2000	-4.50%	-4.92%

Table 2.4 Growth in Family Households

	CITY OF PENSACOLA	WEST SIDE NEIGHBORHOODS
2004-2009 est.	-3.75%	-6.95%
2000-2004	-3.13	-5.32%
1990-2000	-5.95	-5.35%

Table 2.5 Housing

	CITY OF PENSACOLA	WEST SIDE NEIGHBORHOODS
Owner Occupied	63%	45.5%
Rental	37%	54.5%
Single Family Detached	69%	67%
Median Own. Occ. Value	$118,000	$57,317
Median Year Built	1968	1950

Demographics

The demographic data was provided by the City of Pensacola and future projections were obtained from Claritis Inc., estimated in August 2004.

Population Decline

The population projections are based on the trends established based on Census data collected between 1990 and 2000 and will become reality only if these trends continue. The City of Pensacola's population was estimated to be 54,932 in 2004 with the West Side Neighborhoods comprising of 4,643 residents. The West Side neighborhood population has been decreasing since 1990 at a greater rate than the City. Claritis Inc. estimates a further loss of population by the year 2009 in both the City and the West Side Neighborhoods by 3.85 per cent and 6.38 per cent respectively. This loss of residents has resulted in a low income concentration and signs of an unstable inner city. (Table 2.2 and Table 2.3)

Neighborhood Conditions

The decline of the city's households is one of the significant trends affecting the West Side Neighborhoods. According to the 2000 Census, 2001 households resided in the West Side Neighborhoods. However, the estimate for 2004 (Table 2.4) shows a decrease in neighborhood households by 5.32 per cent and a further decrease of 6.95 per cent is projected between 2004 and 2009 for the West Side neighborhood households. The declining housing data could be linked to the disinvestment experienced in the neighborhoods and is a constraining factor impeding growth in the area.

Furthermore, Table 2.5 indicates a higher rate of owner occupied housing in the City of Pensacola with the housing stock being slightly newer and more expensive as compared to the West Side Neighborhoods. The median value of owner occupied housing in the West Side Neighborhoods is less than half of the value of homes in the rest of the City. The low home ownership rates translate to low housing values and tax revenues for the neighborhood.

Age, Race and Educational Attainment

In 2004, the West Side Neighborhood residents showed distinctly different racial and education characteristics compared to the City of Pensacola as highlighted in below and in Table 2.8 and Table 2.9.

- The West Side Neighborhood residents have a lower average age than the City and while both populations have younger than average males, males in the West Side Neighborhoods are significantly younger than for the City as a whole.
- 79 per cent of the West Side Neighborhood residents are African American – a share 47 per cent greater than that of the City's African American population.
- The West Side Neighborhoods residents have a lower level of educational attainment as compared to the rest of the City. Approximately 38 per cent of the West Side Neighborhoods area residents do not have a high school diploma as compared to 15 per cent for the rest of the City. These indicators also show a relatively low percentage of college education attainment suggesting a less educated labor force limiting future job opportunities and possible private sector disinvestment.

Employment and Economy

Table 2.11 indicates that both the City and the West Side Neighborhoods have low unemployment rates, but the nature of work is reversed with the City of Pensacola population employed predominantly in white collar jobs while those in the West Side area are mostly employed in blue collar, service and farm industry jobs at similar rates. The average household income in the West Side Neighborhood is $33,725 compared to $63,604 for the City. These indicators may be attributed partly to the low level of educational attainment and the declining population prevalent in the neighborhood.

The redevelopment plan aims to provide opportunities for promoting infill housing and development patterns and act as a catalyst to reverse the urban blight, decline and general disinvestment investment experienced in the West Side Neighborhoods

Table 2.6 Family Household Income

	CITY OF PENSACOLA	WEST SIDE NEIGHBORHOODS
Average	$63,604	$33,725
Median	$46,738	$19,646

Table 2.7 Poverty Status of Families

	CITY OF PENSACOLA	WEST SIDE NEIGHBORHOODS
At or Above Poverty Level	90%	76%
Below Poverty Level	10%	24%
Fem. Householder w/Child.	8%	24%

Table 2.8 Age by Gender

	CITY OF PENSACOLA	WEST SIDE NEIGHBORHOODS
Average Age	40	38
Male	38	34
Female	42	41

Table 2.9 Population by Race

	CITY OF PENSACOLA	WEST SIDE NEIGHBORHOODS
White	63%	17%
Black	32%	79%
Other	5%	4%

Table 2.10 Educational Attainment Level in percent

	CITY OF PENSACOLA	WEST SIDE NEIGHBORHOODS
Non GED	15%	38%
GED	85%	62%
College Degree	41%	15%

Table 2.11 Economic Conditions

	CITY OF PENSACOLA	WEST SIDE NEIGHBORHOODS
Unemployment Rate	3.75%	4.89%
Blue Collar/Service/Farm	35%	64%
White Collar	65%	36%

Neighborhood Identity and Aesthetics

Four neighborhoods represent the total West Side Neighborhoods: West Pointe Heritage, St. John's Coalition, West Side Sunshine and A Change of Pace (formerly Eyes of the People). There is a high degree of diversity and a great range in property conditions between these neighborhoods. The West Pointe Heritage has the largest number of residents followed by the West Side Sunshine. (See Fig 2.1)

Single family residential parcels constitute the predominant land use in the West Side Neighborhoods followed by Institutional and Public uses. The area has a number of cemeteries and churches as an integral component of its land use pattern. The St. John's cemetery established in 1876 is a historical landmark that covers approximately 26 acres. The other cemeteries include the St. Joseph's cemetery on Pace Boulevard, the Talbert Chapel Cemetery and AME Zion Burial Ground on A Street. Large portions of the neighborhood's parcels are vacant and blighted presenting unique redevelopment potential. The commercial development is concentrated along Pace Boulevard and Cervantes Street but is characterised by visually unattractive and scattered commercial strip development.

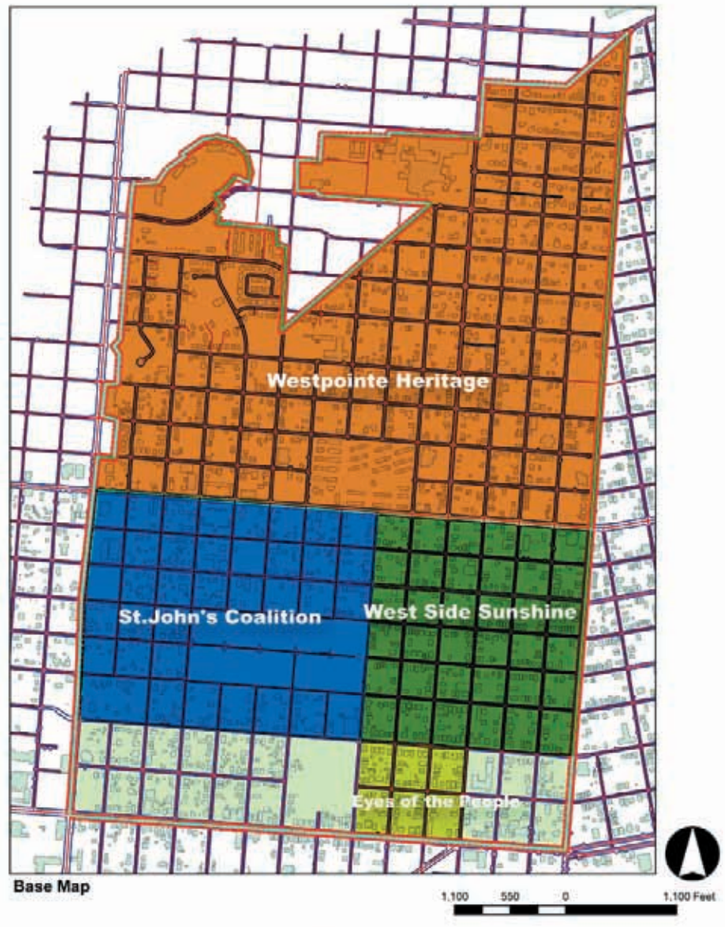
Canopy of Trees on Chase Street

Greek Orthodox Church

St. Joseph's Cemetery on Pace boulevard

Restored home on a residential street

Vernacular residential architecture: Chase Street



Due to recent hurricanes, lack of private investment and the declining socio-economic condition, the aesthetic character of the neighborhoods has deteriorated. However, there are areas with high architectural character with unique social assets that can be built upon to bring about positive changes within the West Side Neighborhoods. These include:

- The existing canopy of trees on residential streets which were damaged by the hurricane. These oak trees can be restored naturally to create great residential streetscapes
- The presence of significant faith based organizations unique to the West Side Neighborhoods provides an opportunity to instill a sense of community identity and pride.
- The high quality architecture in older housing in the neighborhoods should be preserved and maintained.
- Area Schools and recreational amenities could be enhanced to provide a strong social and educational framework for local youths.

Pensacola High School

Canopy of Oak Trees on Blount Street

Maintained sidewalks on A Street North

St. John's Cemetery

Land Use and Zoning

Existing Land Use

Land Use within the West Side Neighborhood consists of six broad classifications: Residential, Commercial, Institutional and Public Uses, Industrial, Public Utilities and Vacant Lands.

As seen in Table 2.9 below, the land use in the West Side neighborhoods is predominantly residential (55.56%); followed by institutional uses (22.6%) and commercial uses which consume approximately 6.6 % of the total land use.

Table 2.12 Existing Land Use: West Side Neighborhoods

EXISTING LAND USE		
COMMERCIAL	%	In Acres
	6.17	45.36
INSTITUTIONAL & PUBLIC USE	%	In Acres
	22.06	162.12
RESIDENTIAL	%	In Acres
	55.56	408.35
INDUSTRIAL	%	In Acres
	0.05	0.34
PUBLIC UTILITIES	%	In Acres
	1.41	10.39
VACANT LANDS	%	In Acres
	14.74	108.34
TOTAL	100.00	734.91

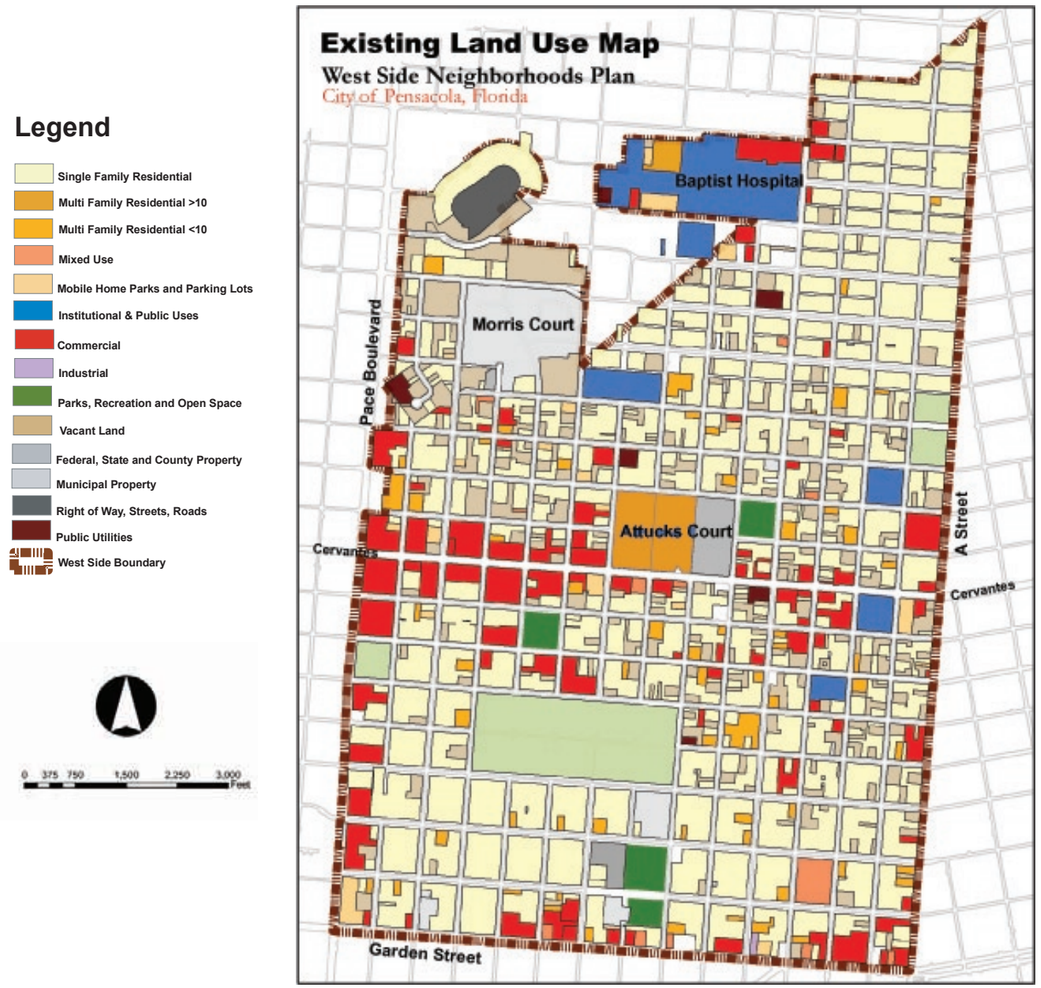


Fig 2.2 Existing Land Use: West Side Neighborhoods

Residential: Single Family and Multi Family

This land use is the largest of all other classifications in the study area. Most of the residential development is located north and south of Cervantes Street with major concentrations along A Street and E Street. Residential uses are also intermixed with commercial uses along Cervantes Street. Building uses consist of Single Family detached units and Multi family units. The neighborhood also has retirement and multi-family housing provisions including the Attuks Court and Morris Court. In addition, there are some mobile home parks scattered in the entire neighborhood.

Vacant residential lands constitute a large portion of the area and often don't comply with the minimum lot size development standards. The City should consider this when revising the zoning code in the future to provide flexibility in these standards to enable development of smaller lots for residential uses when possible.

Institutional and Public Use

This is the second largest land use category in the study area. There are significant institutional and public uses which are unique to the neighborhoods. Some of these include the Baptist Hospital, Public County Schools, State, Federal, County and Municipal properties, parks, three cemeteries and approximately 30 churches located in the West Side Neighborhoods. (Fig 2.3)

Cemetery on A St.

First Corinthian Baptist Church: Jackson Street

Greater Little Rock Baptist Church A St.

St. Stephen Catholic Church: Garden Street

Baptist Hospital

Cemetery on Belmont St.

Fig 2.3 Institutional and Public Uses: West Side Neighborhoods

Commercial

This land use constitutes approximately 6.17 per cent of the total West Side Neighborhoods' land area. Most of the commercial uses are scattered along the primary corridors along Pace Boulevard and Cervantes Street. Building uses in this land use found in the study area range from retail shops, drive in restaurants, motels to auto sales and repair shops, gas stations and convenience stores.

Strip commercial development is not conducive to the success of small businesses in a marginal real estate market. The lack of business opportunity leads to an increase in vacant and deteriorated buildings that have a negative influence on the investment image of the community. The City should consider consolidating commercial uses in appropriate locations to generate positive economic synergies between local businesses.

Industrial

The Industrial use consists of only 0.05 per cent of the total West Side Neighborhoods' land use and consists of a closed bakery unit at the intersection of Garden Street and E Street.

Table 2.13 Institutional and Public Uses

EXISTING LAND USE		
INSTITUTIONAL & PUBLIC USE	%	In Acres
Churches	4.13	30.37
Privately Owned Hospitals	3.59	26.41
Financial Institutions	0.19	1.36
Public County Schools	1.68	12.34
State Property	0.36	2.65
Federal Property	0.95	6.98
County Property	0.56	4.10
Municipal Property	3.25	23.87
Mortuaries, Cemeteries etc.	5.77	42.39
Forests, Parks, Recreational Areas	1.59	11.65
TOTAL	**22.06**	**162.12**

Restaurant: Cervantes Street

Retail Store: Cervantes Street

Blount School on Chase St.

Aadixon School on Gregory St.

Catholic Diocese Pastoral Center: Garden Street

Escambia County Environmental Health Department: Formerly Armory

Lakeview Center: Avery Street

Memorial Church on Jackson Street

Zoning

The West Side Neighborhoods area has ten zoning classifications with the majority of the land zoned as Residential (88 per cent) from low density of 4.8 units per acre to multi-family housing and the balance zoned as Commercial (12 per cent). The existing zoning classification is not consistent with the prevailing land use pattern. The existing land use contains only 6.17 per cent of the total as commercial use.

Table 2.14 Comparison of Zoning Classifications: City of Pensacola and West Side Neighborhoods

ZONING CLASSIFICATION	CITY OF PENSACOLA		WEST SIDE NEIGHBORHOODS	
RESIDENTIAL	%	Acres	%	Acres
	62.4	8590.4	88.0	646.71
COMMERCIAL	%	Acres	%	Acres
	13.4	1949.1	12.0	88.2
INDUSTRIAL	%	Acres	%	Acres
	4.7	680.6		

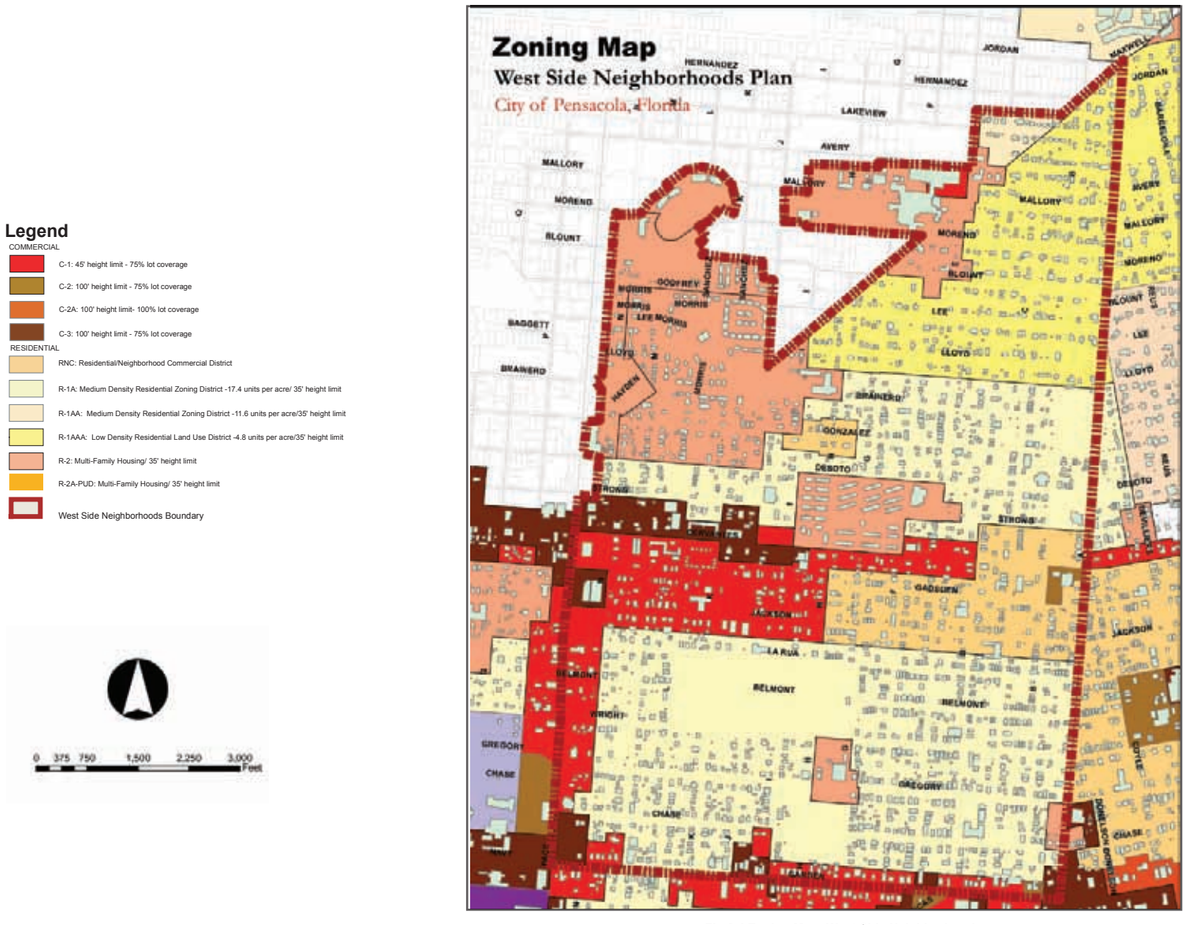


Fig 2.4 Zoning Map: West Side Neighborhoods

Future Land Use

Fig. 2.5 lists the seven types of Future Land Uses within the West Side Neighborhoods: Low Density Residential, Medium Density Residential, High Density Residential, Residential Neighborhood Commercial, Commercial, City Parks, Public and Semi-Public Uses.

The Future Land Use is predominantly residential with density increasing in residential lots located near the commercial corridors. According to the Future Land Use Map (Fig. 2.5), Cervantes Street becomes the heart of commercial development in the West Side Neighborhoods, as commercial activities extend south of Cervantes Street onto the residential neighborhood blocks, these areas are designated as Residential/Neighborhood Commercial.

The future land use allows for high density residential of over 17.4 dwelling units per acre. In addition, it also introduces the Residential Neighborhood Commercial Land Use that provides for a mixture of residential small-scale office and commercial uses either in established neighborhoods where these mixes already exist or in areas where this mix is desired such as Garden Street.

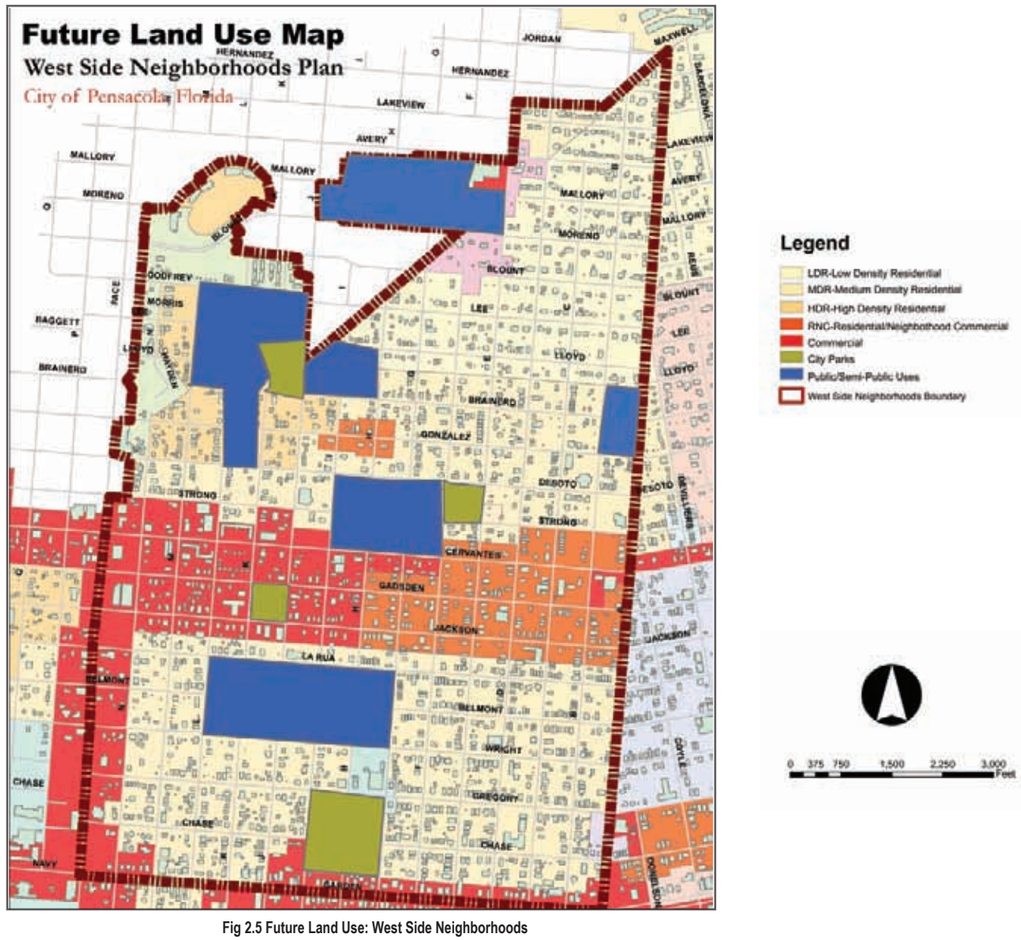


Fig 2.5 Future Land Use: West Side Neighborhoods

Vacant Land and Buildings

Fig 2.6 indicates the concentration of vacant lands and buildings in the West Side Neighborhoods. These lands are potential opportunity sites for infill housing, public spaces, and parking. Vacant buildings are unused or unoccupied physical structures. These vacant structures can be used for adaptive re-use for commercial, retail or mixed uses where deemed appropriate.

The West Side Neighborhoods have about 15 per cent of their total land use as vacant lands covering a total of 108.3 acres. The vacant residential parcels cover approximately 73.5 acres followed by vacant institutional (19.5 acres) and then vacant commercial uses (7.3 acres). Compared to the West Side, 8 per cent of the City's land acreage is vacant and dispersed throughout the older parts of the city.

The presence of vacant and underutilized buildings contributes both as an opportunity and a liability for redevelopment. Vacant parcels of considerable size can be assembled to support significant adaptive reuse of underutilized and deteriorating buildings. Also, highly visible vacant parcels along primary corridors that might be contaminated, such as gas stations, present a unique opportunity for securing additional funding for clean-up and survey activities and reverting the property back to the tax rolls.

On the other hand, vacant and underutilized properties contribute to the negative image of the neighborhood by conveying a lack of investment and community interest.

Table 2.15 Vacant Lands: West Side Neighborhoods

VACANT LANDS	%	In Acres
Vacant Commercial	1.42	10.42
Vacant Institutional	0.05	0.38
Vacant Residential	13.27	97.55
TOTAL	**14.74**	**108.34**

Vacant house: Jackson and N Street

Vacant Church Land :Pace Boulevard

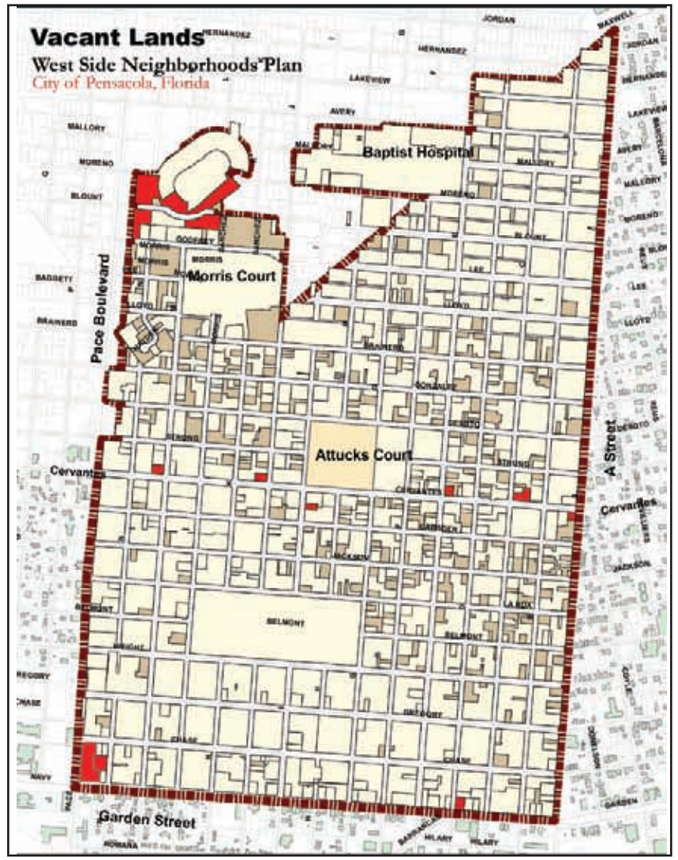


Fig 2.6 Vacant Lands: West Side Neighborhoods

Brownfields

According to the Florida Brownfield Redevelopment Act (Florida Statute, 376.79), "Brownfield sites are defined as real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination."

Brownfields provide a unique redevelopment opportunity as a number of incentives are available to survey or clean up these sites. In addition, the State of Florida also links tax incentives to job creation on Brownfield sites, and reserves 30 percent of its Quick Response Training program funding for employees of businesses that locate in locally-designated Brownfield areas. However, developers are reluctant to redevelop these sites because of liability and contamination issues. The City should investigate further into compiling an inventory of vacant and contaminated lands in the neighborhood.

There are two potential Brownfield sites located in the West Side Neighborhood both gas stations near the intersection of Chase Street and N Street and the other on A Street .

Vacant Commercial Structures: Cervantes Street

Vacant Commercial Structure: Cervantes Street

Housing Conditions

Based on photographic surveys and physical observations, a variety of housing conditions are evident in the West Side Neighborhoods . While some housing units are well kept and well maintained, others are in varying stages of disrepair. Two types of substandard housing were observed:

Deteriorated Housing Units are units that are considered to be suitable for rehabilitation through either minor or major repairs to renovate one or more of the following defects:

- Broken or missing materials in small areas of exterior wall or roof
- Badly weathered appearance
- Indications of rotting
- Open pockets in exterior walls

Dilapidated Housing Units are units that do not provide safe and adequate shelter and have one or more of the critical structural defects listed below. Such units are generally considered to be beyond rehabilitation.

- Inadequate or missing original construction
- Severe damage due to fire or weather
- Holes in large areas of the roof
- Sagging roof lines and bulging walls
- Doors or windows incapable of being closed or secured
- Large areas of rot or termite damage
- Severe foundation settling

The presence of dilapidated, vacant or boarded-up housing units in a neighborhood exerts a negative influence on attracting potential future residents. The condition of these units is a deterrent to continuing investment and maintenance of other units. In addition, lack of oversight of these properties creates places that encourage undesirable activities. Although, a number of units are presently occupied, they have been allowed to slide into disrepair.

Deferred maintenance occurs for three primary reasons. First, owner-occupants may not be able to afford needed improvements and regular maintenance. Second, owner-occupants may not be inclined to continue investing in maintenance of the unit, anticipating a move or feeling that housing conditions in the area do not warrant continued upkeep. Third, owners of rented units may defer maintenance in order to maximize return on the unit. Poorly maintained and overgrown vacant lots and other open spaces such as easements and drainage areas are blighting influences on residential neighborhoods. Periodic maintenance of these areas, with costs billed to the landowner, can prevent the accumulation of debris and overgrowth.

In a number of cases, the homeowner does not have the financial means to make repairs and improvements to the structure. Consideration should be given to the establishment of a public/ private partnership to provide low interest home rehabilitation loans to supplement existing City rehabilitation loan programs.

There are a number of vacant lots on which infill housing could be built. The City should incorporate design standards to ensure housing development that enhances the aesthetic appeal of the neighborhood. With the recent hurricane that left the West Side Neighborhoods in such a poor condition, funding assistance for clean-up must be tapped as well as design standards and code enforcement must be put into place.

Stone cladded house: Chase Street

Public Housing

Derelict House: I Street

Example of good architectural elements: D Street

House under repair: A Street

Example of good architectural elements: C Street

Residential House: J Street

Residential Single Family Detached Dwelling Unit

Vernacular architectural elements: Chase Street and B Street

Recreation and Open Space

Fig 2.7 identifies recreational facilities located within the West Side Neighborhoods. The National Recreation and Park Association recommends a minimum of 2 acres per 1000 population for locating neighborhood parks. As such, the total land area presently designated for parks and recreation is approximately 10.87 acres. This satisfies the recommended criteria considering the West Side Neighborhoods population of 4,500. However, not all children can safely walk to the parks. Available vacant lands are opportunities for locating smaller, pocket parks that are strategically placed throughout the community. This could offer children recreational opportunities closer to home.

The West Side Neighborhoods have the following parks and recreational facilities present within the neighborhood boundaries:

- Fricker Recreation Center (De Soto Street & F Street)
- Legion Field (Gregory Street & Chase Street)
- Morris Court (Brainerd Street & J Street)
- Terry Wayne East Park (Gadsden Street, J Street & K Street)

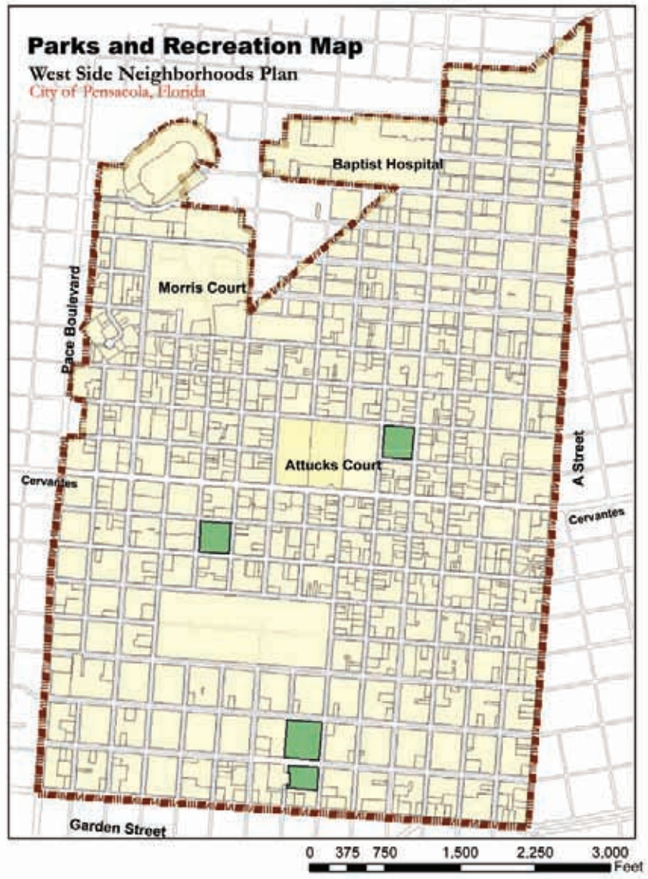
Fricker Recreation Center

Attucks Court: Tot Lot

Fricker Recreation Center: Tot Lot

Legion Field: Basketball Court and Playground Facilities

Fig 2.7 Parks and Recreation Map: West Side Neighborhoods



Vehicular and Pedestrian Circulation

The West Side Neighborhoods' roads are laid out in a traditional grid pattern. Pace Boulevard is a major north/south commercial route, while Cervantes and Garden Streets are east/west routes with commercially zoned activities on both sides of the roadway.

There are designated on-street parking amenities with spaces on Garden Street and E Street. However, these are under used due to lack of development activities in the area. The West Side Neighborhoods are served by the Escambia County Area Transit with a fixed route connecting to Baptist Hospital.

Pedestrian safety is being addressed in many areas of the city through the use of CDBG (Community Development Block Grant) funds with sidewalk improvements as one of the major programs undertaken by the City. Residential streetscape enhancements including design of sidewalks, street lighting, landscape and tree planting as well as the natural restoration of Oak trees which were harmed by the hurricanes should be part of the future infrastructure improvements plan.

Intersection of Pace Boulevard and Cervantes Street

Road Section of Cervantes Street

Sidewalk on A Street

Intersection of Pace Boulevard and Garden Street

Lack of Sidewalks: M Street

Intersection of Garden Street and A Street

On- Street Parking: Garden Street

On- street Parking E Street

Fig 2.8 Major Transportation Corridors: West Side Neighborhoods

Fig 2.9 Sidewalk Improvements: West Side Neighborhoods

Economic Development

Economic development in the West Side Neighborhoods is the basic foundation for the success of future community development and capacity building efforts. Economic development can be achieved through a range of employment generating and training activities. These include investment in public infrastructure to support future growth and development, education and training that anticipates demand in the job market to ensure secure career opportunities. Private investment and access to business loans and programs designed to support local entrepreneurial efforts are also critical in the future physical and economic development of the community.

The West Side Neighborhoods are within the City's designated Enterprise Zone where certain programs for economic development are being addressed by the City to create jobs, offer education and training, public infrastructure improvements and incentives for development and redevelopment. It is important to acknowledge that economic development in the neighborhoods will be challenged by the physical form. The physical form pertains to lot sizes, zoning classification, building mass requirements, design standards, and code enforcement.

Recent investment in commercial development including the construction of a Walgreen's and CVS Pharmacy at the intersection of Pace Boulevard and Cervantes Street indicates possible renewed private sector interest. Another significant economic growth potential is the location of the Baptist Hospital within the West Side Neighborhoods. Due to the growing needs in health service, there is potential for expansion of medical facilities and the opportunity to encourage a cluster based growth of medical oriented industries that can be accommodated within the area.

Recent private sector investment on Cervantes Street and Pace Boulevard

Retail Store: Garden Street

Commercial Establishment: Pace Boulevard

Gas Station:
Cervantes Street and Pace Boulevard

Lakeview Activity Center: Avery Street

Community Renewal Intitatives

Following are the projects that the City has completed or are currently in process within the West Side Neighborhoods. For details relating to the listed sources please refer Appendix C.

Community Development Block Grant (CDBG)

Housing Rehabilitation Loans/ Grants: 138 houses have been rehabilitated under the CDBG program in the West Side Neighborhoods. In addition, there are five houses currently being rehabilitated.

Council of Aging of West Florida, Inc. (COA)

The COA operates a "Congreagate Meals" site at the Fricker Center serving low and moderate income elderly, disabled and handicapped residents in the West Side neighborhoods.

CDBG Public Facilities Improvements
Urban Infill Housing Development Enhancements

In Fiscal Year 2002-2003 there were 1,800 linear feet of sidewalk constructed on both sides of "L" Street from Cervantes Street to Brainard Street along with 17 handicapped access ramps.

Alice S. Williams Day Care Center

In 2001, the Housing Department rehabitated the City owned building located at 1015 North E Street utilizing over $200,000 in CDBG funds.

State Housing Intiatives Partnership (SHIP) Affordable Housing program

Since 1992, there have been 19 new infill homes constructed in the West Side neighborhoods. Additionally, since 2001, 60 homes within the neighborhoods have received SHIP rehabilitation or repair assistance. There are 19 new SHIP infill homes underway or committed in the area.

HOME Program
Substantial Housing Rehabilitation/ Reconstruction

Through this program 13 houses have been reconstructed within the West Side neighborhoods since the program's inception in 2002. One house cureently is being rehabilitated and six applicants are in process.

HOME Again

There are six applicants that have qualified for funding under this program from the West Side neighborhoods.

CDBG Disaster Recovery Initiatives 2004-2005

Funding in the amount of $1,200,000 is targeted for Census Tracts 4 and 5 which include the West Side Neighborhoods planning area. The funding is for projects including the construction and reconstruction of public infrastructure damaged by Hurricane Ivan and the structural enhancement of the Fricker Center for use as a neighborhood evacuation shelter during a declared emergency.

CDBG Public Facilities Improvements
FY 2005-2006

$100,000 in CDBG Annual Entitlement Funds was programmed in the Fiscal Year 2005-2006 Annual action Plan to provide improvements to the facilities at Terry Wayne East Park.

Florida Hurricane Housing Recovery Program

The State of Florida in response to the damage caused by the hurricanes approved funding to help communities meet the housing needs of their residents and allocated $23,816,315 to Escambia County through the Hurricane Housing Recovery Program. Morris Court Redevelopment Project is a project identified in the Escambia County Long-Term Recovery Plan as prepared by the Federal Emergency Management Act

Local Option Sales Tax (LOST) FY 2007-2017

The City has included three proposed projects within the West Side Neighborhoods for LOST extension. These include $1m for the New West Side Community Center, $500,000 for Fricker Center improvements and $1.5 m for the West Side Library.

Appendix F FINDING OF NECESSITY STUDY

FINDING OF NECESSITY STUDY

FOR THE CREATION OF

THE WESTSIDE NEIGHBORHOODS COMMUNITY REDEVELOPMENT AREA

City of Pensacola, Florida

FINDING OF NECESSITY WESTSIDE NEIGHBORHOODS

Prepared For

CITY OF PENSACOLA, FL

January 2007

the RMPK group

Community and Regional Planning
Environmental Planning
Landscape Architecture
Land Planning
Urban Design

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Overview

The City of Pensacola, located in Escambia County, is situated 50 miles east of Mobile, Alabama and is directly connected to Tallahassee via Interstate 10. The City's location in the Florida Panhandle makes it vulnerable to hurricane force winds that have caused severe damage to the built environment in recent years. While the City has invested significant resources in revitalizing its Downtown and historic neighborhoods, several of its inner core neighborhoods are experiencing challenges such as poor housing conditions, economic distress, and declining population trends compared with suburban development. The City of Pensacola developed its Neighborhood Planning Process in 2001 to actively engage citizens in the community development process. Since 2001, the City has initiated several neighborhood planning efforts including, but not limited to the Woodland Heights Neighborhood Plan, the Belmont- Devilliers Neighborhood Plan, the Eastside Neighborhood Plan, the Pensacola Historic District Master Plan, and the Alcaniz Streetscape Initiative.

The Westside Neighborhoods Area, located in the southwestern part of the City, has experienced severe decline in aesthetic character and private investment in recent years. The Westside Neighborhoods Area is bounded by "A" Street on the east, the corporate limit line on the north, the city limit line/ Bayou Chico on the west and Pensacola Bay on the south. The City Council identified the challenges faced by the Westside Neighborhoods and has approved plans to focus on the physical improvement and economic sustainability of the Westside area including, the Urban Infill and Redevelopment Area Plan, the Enterprise Zone Plan, the American Creosote Works (ACW) Superfund Site Reuse Plan and the Westside Neighborhoods Plan.

The above mentioned plans recommended the employment of Tax Increment Financing as a mechanism to fund infrastructure and redevelopment activities within the designated boundaries of each plan. Based on these recommendations, the City staff commissioned the RMPK Group in September 2006 to conduct a "Finding of Necessity Study" and determine the existence of "slum" or "blight" conditions in the Westside Neighborhoods Area of the City of Pensacola, as defined by Section 163 of the Florida Statutes.

Determining the existence of "slum" or "blight" conditions within an area is the initial step in evaluating the appropriateness of an area for designation as a Community Redevelopment Agency. This Study describes the physical and economic conditions and the regulatory requirements within the Study Area that are associated with blight, as defined by the Florida Statutes.

The report begins with an overview of the Community Redevelopment Act of 1969, Section 163 of the Florida Statutes that provides a definition for the terms "slum" and "blight" as per the Florida Statutes. Following the overview, Section II discusses the research methodology adopted and establishes the recommended Westside Neighborhoods Study Area boundary based on the factors that are found to be indicative of slum or blighted conditions in the Study Area. Section III presents a detailed analysis of the demographic data and existing conditions of blight found in the Study Area. Section IV presents conclusions and recommendations relating to the CRA designation proposed for the recommended Westside Neighborhoods Study Area.

Finally, Appendix A contains preliminary tax increment financing revenue projections for the recommended Westside Neighborhoods CRA. Appendix B contains the Study Area Boundary analysis that illustrates the criteria and indicators used to determine the recommended Westside Neighborhoods CRA boundary through GIS based maps and data. Appendix C includes the City of Pensacola Property Conditions Survey results prepared by the University of West Florida. Appendix D presents the demographic data prepared by the University of West Florida Haas Center of Business Research and Economic Development. Appendix E contains a list of selected properties with multiple owners extracted from the Escambia County Property Appraiser records. Appendix F contains a photo inventory of the blighted conditions in the Study Area compiled during the fieldwork conducted by the RMPK Group. Appendix G includes the Remediation Study for the American Creosote Works (ACW) site located within the recommended Westside Neighborhoods Study Area boundary.

I. Community Redevelopment Act of 1969

The Community Redevelopment Act of 1969, Chapter 163 Part III, Florida Statutes, authorizes local governments to establish community redevelopment agencies to improve slum and blighted areas within their jurisdiction. The Act sets forth the legal process by which local governments may establish community redevelopment agencies and provides financing and regulatory tools to undertake the complex task of overcoming the conditions that contribute to the causes of slum and blight in declining areas of the City.

Section 163.355 F.S. requires local governments desiring to establish a community redevelopment agency to adopt, by resolution, a finding that one or more "slum" or "blighted" areas exist within its jurisdiction and that the rehabilitation, conservation, or redevelopment of such areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the area. Upon adoption of a redevelopment plan, the City's redevelopment agency can begin implementing the plan, including creation of a tax increment trust fund for the redevelopment area. The following paragraphs discuss "slum" and "blight" as defined in the Florida State Statute:

Section 163.335(1), F.S.….Slum and blighted areas constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state; that the existence of such areas contributes substantially and increasingly to the spread of disease and crime, constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth, retards the provision of housing accommodations, aggravates traffic problems, and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of state policy and state concern in order that the state and its counties and municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.

Section 163.335(2), F.S. …certain slum or blighted areas, or portions thereof, may require acquisition, clearance, and disposition subject to use restrictions, as provided in this part, since the prevailing condition of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in this part, be susceptible of conservation or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and that salvageable slum and blighted areas can be conserved and rehabilitated through appropriate public action as herein authorized and the cooperation and voluntary action of the owners and tenants of property in such areas.

Section 163.335(3), F.S. … powers conferred by this part are for public uses and purposes for which public money may be expended and police power exercised, and the necessity in the public interest for the provisions herein enacted is declared as a matter of legislative determination.

Section 163.335(5), F.S. …the preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through tax increment financing and the levying of taxes by such taxing authorities therefore and the appropriation of funds to a redevelopment trust fund bears a substantial relation to the purposes of such taxing authorities and is for their respective purposes and concerns.

Section 163.335(6), F.S. …there exists in counties and municipalities of the state a severe shortage of housing affordable to residents of low or moderate income, including the elderly; that the existence of such condition affects the health, safety, and welfare of the residents of such counties and municipalities and retards their growth and economic and social development; and that the elimination or improvement of such conditions is a proper matter of state policy and state concern is for a valid and desirable purpose.

Section 163.335(7), F.S. …prevention or elimination of a slum area or blighted area as defined in this part and the preservation or enhancement of the tax base are not public uses or purposes for which private property may be taken by eminent domain and do not satisfy the public purpose requirement of s. 6(a), Art. X of the State Constitution.

The Florida State Statute

The following paragraph provides the definition of "blighted areas" as defined in Section 163.340 (8) of the Florida State Statute:

Section 163.340(8), **"Blighted area"** means an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;
(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
(d) Unsanitary or unsafe conditions;
(e) Deterioration of site or other improvements;
(f) Inadequate and outdated building density patterns;
(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
(h) Tax or special assessment delinquency exceeding the fair value of the land;
(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
(j) Incidence of crime in the area higher than in the remainder of the county or municipality;
(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

II. Study Area Description

This Finding of Necessity Study initially focused on the area bounded by "A" Street on the east, the corporate limit line on the north, the city limit line / Bayou Chico on the west and Pensacola Bay on the south, the Westside Neighborhoods Area. The initial Study Area boundaries included several waterfront properties along the Pensacola Bay to the south including the Sanders Beach Neighborhood area, the Bayou Grove Neighborhood, other properties along the Bayou Chico to the west, and the Runyan Shipyard area. After a detailed analysis of the existing conditions in the larger Study Area, parcels to be included in the recommended Westside Study Area boundary (Map 2) were determined and the boundary lines revised. The identified parcels are intended to define the boundaries shown in Map 2; however the properties should not be construed as the official boundary for the Community Redevelopment Area.

As illustrated in the Existing Land Use Map (Map A, Appendix B), the initial Westside Neighborhoods Study Area is characterized by primarily residential neighborhoods, large parcels of active industrial uses, commercial development, institutional uses (including cemeteries and churches), and vacant lands.

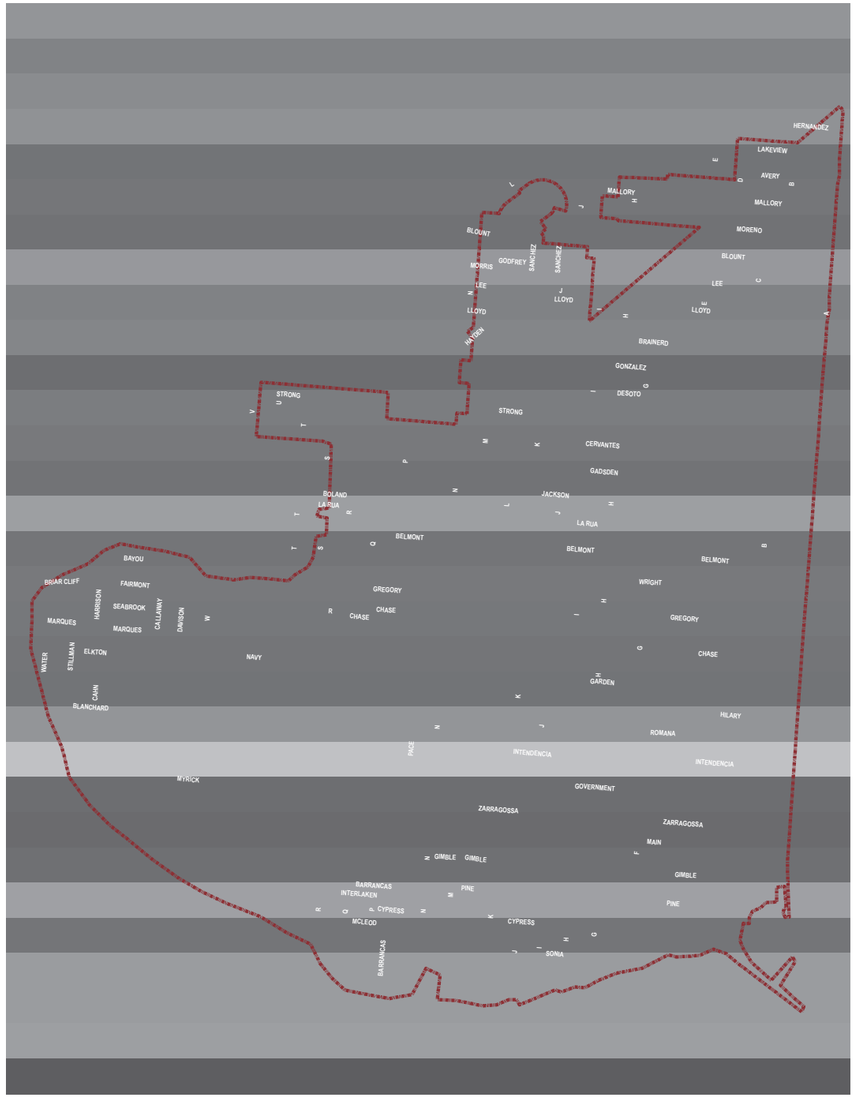
Map B (Appendix B) illustrates the deteriorated structures in the initial Study Area with the red circles indicating structures damaged by Hurricane Ivan in 2004 and Hurricane Dennis in 2005. It is important to note that the majority of the deteriorating conditions in the Sanders Beach Neighborhood and Bayou Grover Neighborhood are attributed to the damage caused by Hurricane Ivan in 2004 and during fieldwork conducted by the RMPK Group, it was observed that several of the structures in the neighborhoods have been renovated and rebuilt. Additionally, the southern part of the Study Area also consists of active industrial uses that are a sustainable source of employment for the City as a whole. Remaining areas meeting the blight criteria are suggested for inclusion within the recommended Westside Study Area boundary.

Segments deleted from the recommended Westside Study Area are characterized by primarily stable or improving residential neighborhoods, large parcels of active industrial uses, waterfront commercial development, and vacant waterfront land. While the waterfront properties, located in the southern and western extents of the initial Westside Neighborhoods Study Area, along the Pensacola Bay and the Bayou Chico exhibit some deteriorating conditions, it is anticipated that the redevelopment of these prime properties would be market driven. Several blocks on the northeastern most boundary of the study were also deleted from the recommended Westside Community Redevelopment Area. Parcels in this section of are mixed in character in terms of property condition, size and value. The area contains many large and well maintained owner occupied homes. Owners of highly valued properties in this area have indicated they prefer not to be included within any proposed CRA. In light of these factors, this small section was excluded from the recommended Westside Community Redevelopment Area boundaries. (Data supporting the Study Area Boundary analysis is contained in Appendix B)

The recommended boundary was determined based on the following criteria:

- Statutory criteria pertaining to site and economic conditions that warrant the use of redevelopment powers provided by Statute.
- Consideration of future development or redevelopment potential based on factors including ownership patterns, parcel sizes, ease of assemblage, and housing values.
- Consideration of sound planning principles for continuity of future land use based on adjacent land uses or land attributes, transportation systems, and the efficient provision of government utilities and services.
- Deteriorating commercial corridors and areas with commercial, industrial and residential land use conflicts.
- Presence of federal or state designated environmentally contaminated sites.

INITIAL STUDY AREA



MAP 1

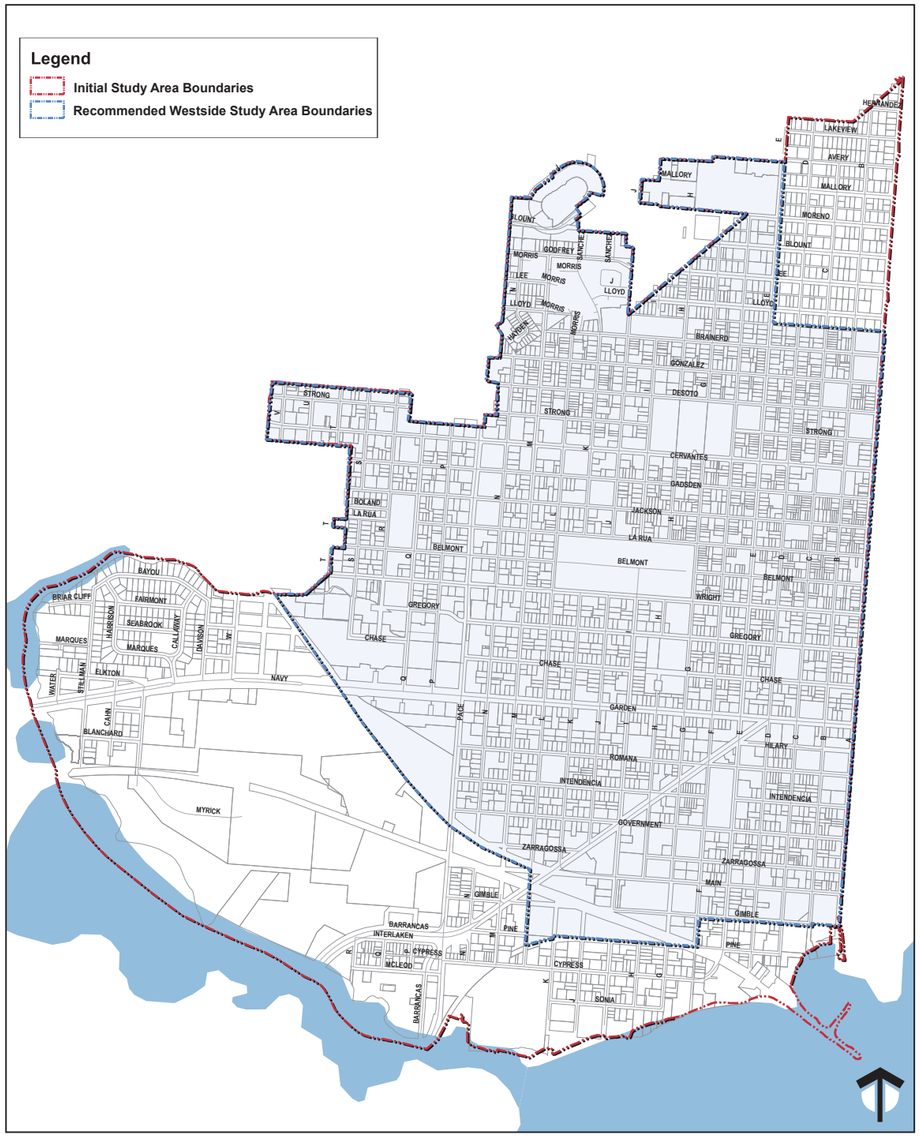
WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

City of Pensacola, Florida

0 500 1,000 2,000 3,000 4,000 Feet

Source: City of Pensacola GIS Department
Prepared by: The RMPK Group
October, 2006

RECOMMENDED WESTSIDE STUDY AREA BOUNDARIES



MAP 2

WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

City of Pensacola, Florida

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
October, 2006

This area was selected because it conforms to applicable provisions of Section 163.340, Florida Statutes, relating to areas considered for Community Redevelopment Plans. Based on the definitions in the Statute and analysis of "blight" conditions discussed in this Study, the recommended Westside Study Area boundaries are as follows (Refer to Map 2):

Beginning at the corporate limit line on the north along the south right-of-way line of Avery Street, proceed south along the east right-of-way line of E Street North to the southern right-of-way line of Lee Street, then proceed south along the east right-of-way line of C Street North to the southern right-of way line of Lloyd Street; continue east along Lloyd Street to the east right-of-way line of A Street North. Proceed south along the east right-of-way line of A Street North to the south right-of-way line of Gimble Street West; continue west along the south right-of-way line of Gimble Street to the east right-of-way line of F Street South. Proceed south along the east right-of-way line of F Street South to the southern right-of-way of Pine Street; then west along the south right-of-way line of Pine Street to the east right-of-way line of L Street South including the triangular parcel (American Creosote Works property) located at the southeast corner of Pine Street and L Street South; proceed north along the east right-of way line of L Street South to its intersection with the railroad track north of Barrancas Avenue and head northwest along the railroad track to the south right-of-way line of the City limits on the west. Continue along the City limit line back to the place of beginning.

The Escambia County Property Appraiser records indicates that the recommended Westside Neighborhoods Study Area Boundary contains 2,892 parcels encompassing an area of 849 acres excluding right-of-ways. There are 26,385 parcels in the City of Pensacola encompassing an unofficial area of 16,525 acres excluding right-of-ways. The recommended Westside Neighborhoods Study Area Boundary represents approximately 5% of the City's total land area and nearly 11% of the total parcel count.

According to the definition provided by the Florida Statute, in addition to the substantial number of deteriorating structures and conditions leading to economic distress, two or more of the fourteen (14) factors must be present to determine that blighted conditions exist in an area. This study documents, the existence of at least five of these factors, establishing that blighted conditions exist in the recommended Westside Neighborhood Study Area, The conditions are summarized in Table 1 :

Condition/ Factor Required by Statute	Indicator
163.340 (8) Substantial number of deteriorated or deteriorating structures	City of Pensacola Property Conditions Survey (prepared by UWF)
	Age of Structures (Escambia County Property Appraiser Data)
	Hurricane Damage
163.340 (8) Conditions leading to economic distress	Unemployment Rate Data
	Household Income
	Poverty Rate Data
163.340 (8) (c) Faulty Lot Layout in relation to size, adequacy, accessibility, or usefulness	Parcel Sizes (Escambia County Property Appraiser Data)
163.340 (8) (i) Residential and commercial vacancy rates higher in the area than in the remainder of the County or municipality	Vacancy Rates (Escambia County Property Appraiser Data)
163.340 (8) (j) Incidence of crime in the area higher than in the remainder of the community	City of Pensacola Police Department Crime Statistics (2005)
163.340 (8)(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area	Multiple Ownership (Multiple Interest owners, land trusts, life estates) (Escambia County Property Appraiser Data)
163.340 (8) (n)Governmentally owned property with adverse environmental conditions caused by a public or private entity.	American Creosote Works EPA Remediation Evaluation System Report

Table 1. Blight Conditions and Indicators, Recommended Westside Neighborhoods Study Area

Project Methodology

Meetings and discussions with City of Pensacola staff contributed significantly to the analysis of the Westside Neighborhoods Study Area. Additionally, the RMPK Group conducted a field survey to characterize, at a block and parcel level, the types and extent of physical and economic blight existing within the Study Area.

Following the field survey, each parcel in the Study Area was individually evaluated through GIS based analysis with respect to physical conditions, as appropriate, and conditions noted. The GIS database was provided by the City of Pensacola GIS Department and Escambia County Property Appraiser records. Other sources that were instrumental in determining the blight conditions included the City of Pensacola Property Conditions Survey conducted by the University of West Florida in 2003, the socio-economic indicators (2000 Census data and 2006 estimates) provided by the University of West Florida Haas Center of Business Research and Economic Development, the City of Pensacola Police Department Crime Statistics (2005), the City of Pensacola Community Development Department Inspections Division (2005), and the U.S. Environmental Protection Agency's report of the Remedial System Evaluation (2003) for the American Creosote Works site.

The analysis also included an evaluation of the planning documents and reports relating to relevant conditions in the Study Area. Each relevant condition was then mapped separately to illustrate the blighted conditions in the Study Area. A composite map was constructed that showed the Study Area blocks that were affected by one or more condition and any unaffected blocks. The composite map was examined for patterns of areas needing or not needing redevelopment. The emerging patterns were used in formulating a recommendation for the Westside Neighborhoods CRA boundary and determining blight conditions according to the Statute.

The inventory of blighting conditions was conducted using an approach consistent with the requirements of the Florida Statute. The findings are presented as a series of site photos, maps, statistical tables and text descriptions of the blight conditions established in the Westside Neighborhoods Study Area.

Vacant Commercial with deteriorated structural and site conditions along Cervantes Street

Vacant residential land and deteriorating site improvements

Vacant commercial with deteriorated structural and site conditions

III. Inventory

Section 163.340 (8) SUBSTANTIAL NUMBER OF DETERIORATED OR DETERIORATING STRUCTURES

The presence of a substantial number of deteriorated or deteriorating structures in an area is an indication of blight as defined by the Florida Statute and has a negative impact on the investment image of a community. These conditions impair economic growth including the lack of private investment to maintain the integrity and value of existing development, depreciation in housing values, high risk factor for new development, and a reduced tax base for the City. Additionally, deteriorated buildings create additional expense for the community in the need for increased code enforcement personnel, fire hazards, community policing, and inspections.

The Study utilizes the results of the *City of Pensacola Property Condition Survey*, conducted by the University of West Florida in April 2003, as the primary data source to determine the occurrence of deteriorated or deteriorating structures and conditions of blight found in the Study Area. The data presented in Tables 1-8 and Maps 1- 7, supported by the description of the conditions indicates the presence of distressed conditions and areas susceptible to deterioration in the recommended Westside Neighborhoods Study Area. The UWF survey results for deteriorating properties in the Study Area, supported by fieldwork conducted by RMPK in September 2006, confirms the existence of a substantial number of deteriorating conditions documented by the accompanying photographs. (Appendix F)

The University of West Florida survey classifies structures into the following four categories of condition:

1. **Standard Condition:** Unit appears habitable and in good condition. Needs no exterior repairs.
2. **Slightly Deteriorated:** Unit appears habitable but needs minor, non-structural repairs or maintenance such as painting or new roof shingles.
3. **Deteriorated:** Units appear habitable but needs major, structural repair such as new windows, walls, corrections to foundation, sagging roofs, porches, etc.
4. **Dilapidated:** Unit appears uninhabitable and is badly deteriorated and in need of major structural repairs. Considerable effort and expense required to rehabilitate and rehabilitation is probably not structurally or economically feasible.

Vacant Commercial with deteriorated structural and poor site conditions along Cervantes Street.

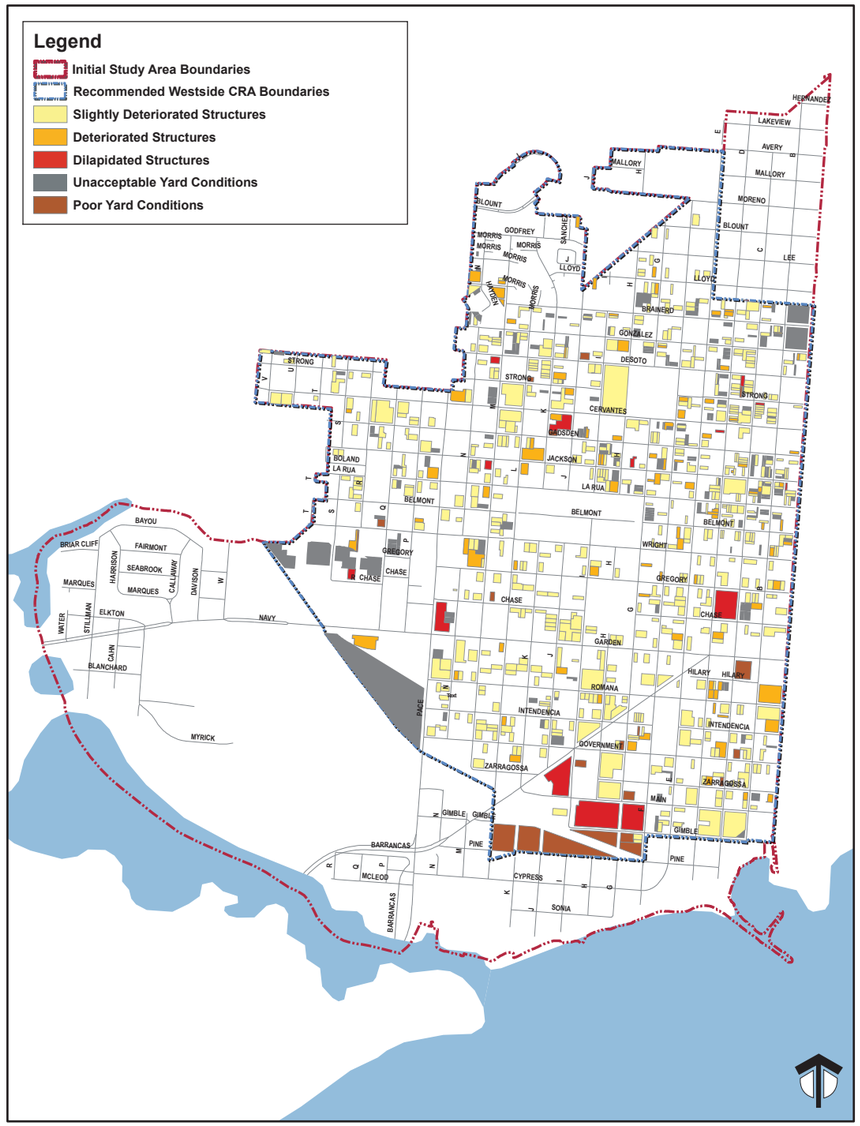
Vacant land along Pace Boulevard

Table 2. Westside Neighborhoods Study Area Structural Conditions

	Total	%	Occupied	%	Vacant	%
Structures Surveyed	2,559	100.0%	2,420	94.6%	139	5.6%
Standard Condition	1,852	72.4%	1,812	74.9%	40	28.8%
Slightly Deteriorated	601	23.5%	534	22.1%	57	41.0%
Deteriorated	100	3.9%	69	2.9%	31	22.3%
Dilapidated	16	0.6%	5	0.2%	11	7.9%
Total Structures with some level of deterioration	**717**	**28.0%**	**608**	**25.1%**	**99**	**78.4%**

Source: City of Pensacola Property Conditions Survey conducted by University of West Florida (2003)

PROPERTY CONDITIONS



MAP 3

WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

City of Pensacola, Florida

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
City of Pensacola Property Conditions Survey (2003), conducted by University of West Florida.
October, 2006

Map 3 illustrates the site conditions and classifies it into different categories for structural deterioration and yard conditions as defined by the UWF's City of Pensacola Property Conditions Survey data. Table 2 indicates that 717 structures, representing approximately ***twenty-eight percent (28%)*** of the structures in the Study Area, are deteriorated to some degree. In comparison, only ***eighteen (18%)*** of the total number of parcels in the City were found to have some level of deterioration. While the recommended Westside Neighborhoods Study Area, accounts for approximately ***five percent (5%)*** of the total City land area in acres, it contains nearly ***twenty-five percent (25%)*** of the citywide structures exhibiting some level of deterioration. (717 structures in the Study Area out of 2,899 deteriorating structures found citywide, Table 4)

Additionally, nearly ***twenty-five percent (25%)*** of the West Side Neighborhoods Study Area's occupied structures have some degree of deterioration while approximately ***seventy-eight percent (78%)*** of the vacant structures are deteriorated to some extent. In comparison, the City has approximately ***fifteen percent (15%)*** of its occupied structures in deteriorating condition and ***sixty-two percent (62%)*** of its vacant structures with some level of deterioration. (Table 2 and Table 3)

As illustrated in Map 3, the deteriorated and dilapidated structures are scattered throughout the Westside Neighborhoods area, however, there are some areas of concentration of these properties within the northeastern segments of the Study Area.

Deteriorating Site Conditions, Westside Neighborhoods Commercial Properties

Table 3. Citywide Property Conditions

	Total	%	Occupied	%	Vacant	%
Structures Surveyed	16,462	65.1%	15,668	95.2%	792	4.8%
Standard Condition	13,557	82.4%	13,256	84.6%	300	37.9%
Slightly Deteriorated	2,469	15.0%	2,150	13.7%	319	40.3%
Deteriorated	365	2.2%	252	1.6%	111	14.0%
Dilapidated	65	0.4%	8	0.1%	57	7.2%
Total Structures with some level of deterioration	**2,899**	**17.6%**	**2,410**	**15.4%**	**487**	**61.5%**

Source: City of Pensacola Property Conditions Survey conducted by University of West Florida (2003)

Table 4. Citywide vs. Westside Neighborhoods Property Comparison

	Citywide	Westside Neighborhoods	Occurrence in Westside Neighborhoods
Structures Surveyed	16,462	2,559	**15.5%**
Standard Condition	13,557	1,852	**13.7%**
Slightly Deteriorated	2,469	601	**24.3%**
Deteriorated	365	100	**27.4%**
Dilapidated	65	16	**24.6%**

Source: City of Pensacola Property Conditions Survey conducted by University of West Florida (2003)

The City of Pensacola Property Survey also included a yard/ lot conditions survey. The results of the survey indicated that the structural conditions are closely related to the yard/ lot conditions (Appendix B). The University of West Florida survey classifies the lots into the following three categories of condition:

1. **Acceptable:** Yard has no overgrown grass or weeds and is free from any litter, trash, debris, junk and inoperable vehicles.
2. **Slightly Unacceptable:** Yard has grass and/or weeds in excess of 18 inches and/or small amounts of trash, junk or one inoperable vehicle that would require minimum effort to remove.
3. **Poor Condition:** Yard has grass and/or large amounts of trash, outdoor storage, junk and inoperable vehicles that would require considerable effort to remove.

Table 5 indicates that 583 properties, representing nearly ***eighteen percent (18%)*** of all properties in the Study Area, have deteriorating yard/lot conditions to some degree. In comparison, ***twelve percent (12%)*** of the total number of properties in the City were found to have some level of deterioration in site conditions.

Hurricane Damage

The City of Pensacola's location in the Florida Panhandle makes the area prone to the damage caused by hurricanes. The damage caused by Hurricane Ivan (2004) and Hurricane Dennis (2005) have contributed to the inventory of deteriorating structural and yard conditions found in the recommended Westside Neighborhoods Study Area. According to the damage assessment data provided by the City of Pensacola GIS Department, nearly 163 properties in the Westside Neighborhoods were damaged during the 2004 and 2005 hurricane seasons. (Table 6 and Map 5)

Hurricane force winds could cause severe damage to the structure of buildings and render critical equipment, such as electrical systems inoperable leading to further deterioration of existing structures and high vacancy rates. Map 5 illustrates the hurricane damage found in the recommended Westside Neighborhoods Study Area.

Table 5. Yard/ Lot Conditions

	City of Pensacola		Westside Neighborhoods Study Area	
	Total	%	Total	%
Total Lots	19,350	100.0%	3,229	100.0%
Slightly Unacceptable (With structure)	2,023	10.5%	516	16.0%
Poor Condition (With structure)	246	1.3%	67	2.1%
Total Lots with Unacceptable/ Poor Yard conditions	2,269	11.7%	583	18.1%

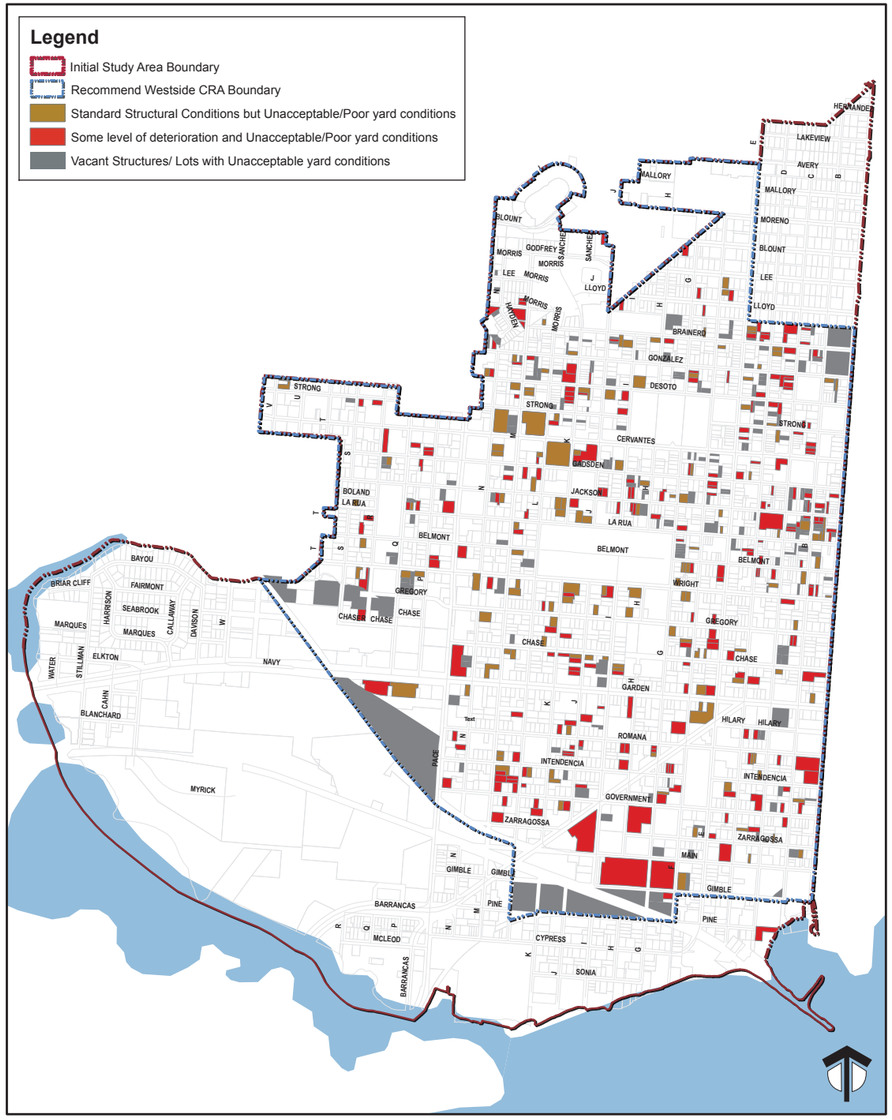
Source: City of Pensacola Property Conditions Survey conducted by University of West Florida (2003)

Table 6. Hurricane Damage: Westside Neighborhoods Study Area

	Parcel Count	%	Acreage	%
Hurricane Ivan Apartment Damage	2	0.1%	17.2	1.9%
Hurricane Ivan Damage	154	5.3%	58.8	6.9%
Hurricane Dennis Damage	4	0.1%	0.6	0.1%
Total Damage	163	5.6%	77	9.0%
Total	2,892		849.1	

Source: City of Pensacola GIS Department; Escambia County Property Appraiser GIS Database (2006)

YARD CONDITIONS, DETERIORATION AND VACANT LOTS



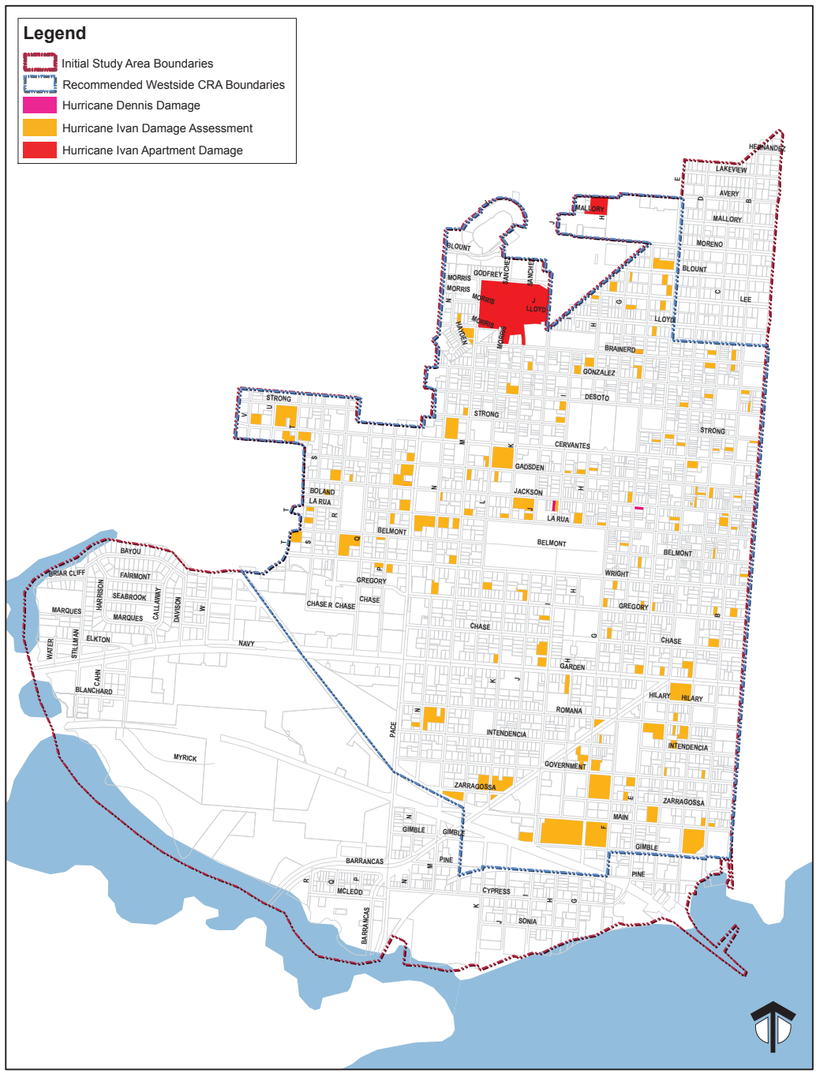
MAP 4

WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

0 500 1,000 2,000 3,000 4,000 Feet

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Data presented based on the City of Pensacola Property Conditions Survey, conducted by University of West Florida.

HURRICANE DAMAGE



MAP 5

WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

City of Pensacola, Florida

0 500 1,000 2,000 3,000 4,000 Feet

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Data presented based on the City of Pensacola Property Conditions Survey, conducted by University of West Florida. October, 2006

Age of structures

The age of buildings, both residential and commercial, is a potential contributor to the declining conditions and high vacancy rates witnessed in the Westside Neighborhoods. Aging buildings typically require increased maintenance and repair. Additionally, the interior space, exterior appearance, and functional aspects of older buildings may be considered obsolete for modern market demands. The age of a building in and of itself is not a blighting condition. If adequate investment and maintenance is made, older buildings can remain viable and desirable in the real estate market. In fact, the historic building stock lends to the attractive neighborhood setting in Downtown Pensacola and the Pensacola Historic District, and has contributed in the resurgence of private housing renovations, occurring primarily in the already existing CRA.

Conversely, a concentration of older, poorly maintained and dilapidated buildings creates many negative influences in an area including a loss of economic status, a lack of interest in new development, an increased occurrence of crime, and decreased revenues for businesses. These conditions are evident in the Study Area. The 2006 Area Profile provided by the University of West Florida Haas Center of Business Research and Economic Development, indicates that approximately ***eighty-three percent (83%)*** of the housing units within the West Side Neighborhoods Study Area are over forty-five (45) years old (built 1960 or earlier). In comparison, ***fifty-four percent (54%)*** of the City's housing units are over forty-five years old. The median year built for housing units in the Study Area was estimated as 1951, compared to 1967 for the housing units in the City as a whole. (Refer to Table 7)

Table 7. Housing Units by Year Built

Housing Units by Year Built	City of Pensacola	%	Westside Neighborhoods	%
Total Housing Units	**26,938**		**3,422**	
Built 1999 to present	158	0.6%	21	0.6%
Built 1995 to 1998	792	3.0%	92	2.7%
Built 1990 to 1994	1,109	4.2%	58	1.7%
Built 1980 to 1989	4,276	16.2%	192	5.6%
Built 1970 to 1979	5,728	21.7%	236	6.9%
Built 1960 or earlier	14,334	54.3%	2,823	82.5%

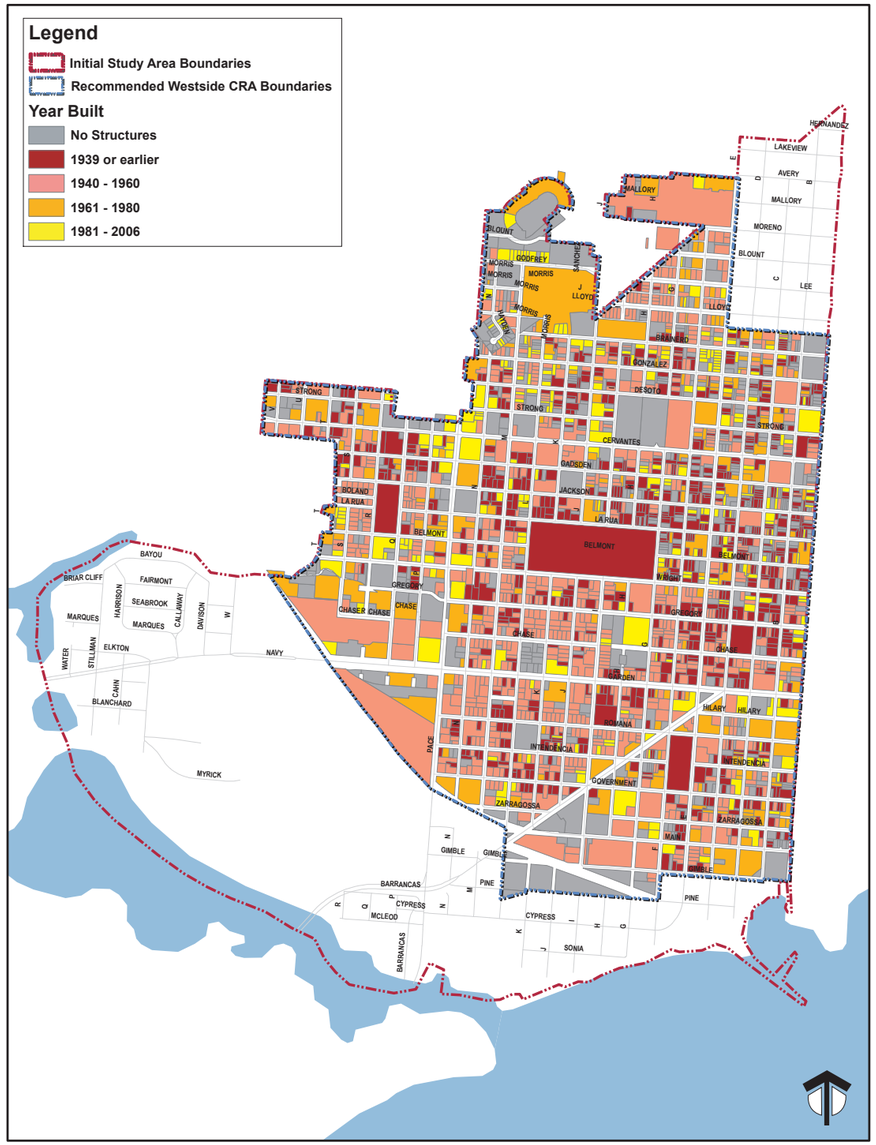
Source: 2006 Area Profile, University of West Florida Haas Center of Business Research and Economic Development

Table 8. Structures by Year Built

Structures by Year Built	City of Pensacola	%	Westside Neighborhoods	%	Occurrence in Westside
Total Structures	**26,385**		**2,212**		
Built 1999 to present	940	3.6%	130	4.6%	13.8%
Built 1995 to 1998	486	1.8%	59	2.1%	12.1%
Built 1990 to 1994	754	2.9%	30	1.1%	4.0%
Built 1980 to 1989	3,363	12.7%	60	2.1%	1.8%
Built 1970 to 1979	3,088	11.7%	86	3.0%	2.8%
Built 1960 to 1969	3,515	13.3%	155	5.4%	4.4%
Built 1950 to 1959	4,358	16.5%	348	12.2%	8.0%
Built 1940 to 1949	1,871	7.1%	561	19.7%	30.0%
Built 1939 or earlier	4,316	16.4%	783	27.5%	18.1%

Source: Escambia County Property Appraiser GIS Database (2006)

AGE OF STRUCTURES



MAP 6

WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

City of Pensacola, Florida

0 500 1,000 2,000 3,000 4,000 Feet

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Escambia County Property Appraiser Office GIS Database
October, 2006

Table 9. Deterioration and Age: Westside Neighborhoods	
Age	**Structures with some level of deterioration**
0 - 20 Years old	12
21 - 30 Years old	13
31 - 35 Years old	9
36 - 50 Years old	61
More than 51 years old	591

Source: City of Pensacola Property Conditions Survey conducted by University of West Florida (2003); Escambia County Property Appraiser GIS Database (2006)

Poor yard conditions and deterioration of site improvements: Commercial Uses

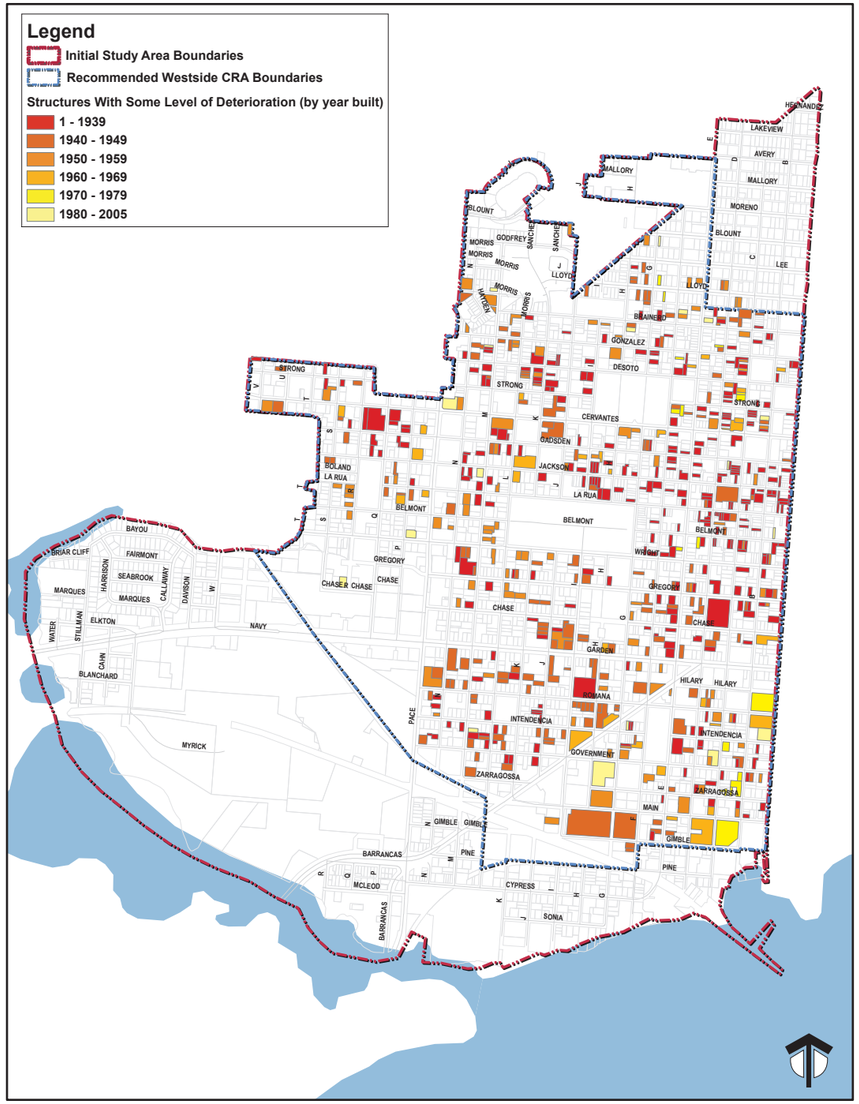
Deteriorating structural conditions and poor yard conditions: Residential Uses

The total building inventory, including both residential and commercial structures, as reported by the Escambia County Property Appraiser's records, reiterates the results of the 2006 estimates discussed above. Approximately **eighty-three percent (83%)** of the total building inventory (1,847 out of the total 2,212 structures) is over forty-five years (45 years) old. While the Westside Neighborhoods Study Area accounts for only ***eleven percent (11%)*** of all citywide structures, it accounts for approximately ***eighteen percent (18%)*** of the City's oldest structures (built 1939 or earlier).

Map 7 and Table 9 show the age of structures in the Study Area and illustrates a high correlation between deterioration conditions and age of structures. Approximately 591 structures out of the total number of deteriorating structures (717 structures) found in the Westside Neighborhoods are more than 51 years old.

The concentration of older and deteriorating buildings in the Westside Neighborhoods Study Area, combined with the high vacancy rates and low housing values compared to the City confirm the existence of blighted conditions and have contributed to the economic distress of the Westside Neighborhoods.

AGE OF STRUCTURES WITH SOME LEVEL OF DETERIORATION



MAP 7

WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

City of Pensacola, Florida

0 500 1,000 2,000 3,000 4,000 Feet

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Escambia County Property Appraiser Office GIS Database
October, 2006

Section 163.340 (8) CONDITIONS LEADING TO ECONOMIC DISTRESS

According to the U.S. Economic Development Administration, economic distress includes conditions that affect the fiscal and economic viability of an area. The distressed conditions include factors such as low per capita income, high unemployment, high underemployment, high poverty levels, and low education levels. These factors can impact the ability of residents to sustain the physical environment of the Westside Neighborhoods.

The Westside Neighborhoods Study Area exhibits significantly distressed economic characteristics relative to the City of Pensacola as a whole. The 2006 Area Profile provided by the University of West Florida Haas Center of Business Research and Economic Development, indicates that the Westside Neighborhoods Study Area is home to 7,196 residents, accounting for 13% of the City's total population. The area covered by the Westside Neighborhoods area represents 5% of the total land area covered by the City of Pensacola. It should be noted that the economic indicators discussed below are representative of the Initial Westside Neighborhood Study Area boundaries (Refer to Map 1) and not only the recommended Westside Study Area Boundary. However, for the purpose of this analysis, it is assumed that the economic indicators for the larger Study Area exhibit a close approximation to the economic indicators for the recommended Westside Neighborhoods Study Area boundary.

Household Income

The 2006 estimated per capita income for the City's households is $26,013, while the estimated per capita income for the Westside Neighborhoods Study Area is $14,924, representing only 57% of the citywide per capita income. Similarly, median household income ($23,770) in the Westside Neighborhoods is 58% of the City of Pensacola's median household income ($41,146). Average household income for the Westside Neighborhoods is $35,817, compared to the City's average 2006 estimated household income of $58,130.

Table 10. INCOME LEVEL AND HOME VALUES

2006			
INCOME	City of Pensacola	Westside Neighborhoods	% of City
Total Population	**55,696**	**7,196**	**12.9%**
Total Households	24,723	2,909	11.8%
Average Household Income	$58,130	$35,817	61.6%
Median Household Income	$41,146	$23,770	57.8%
Per Capita Income	$26,013	$14,924	57.4%
Median Home Value	$164,572	$89,658	54.5%

Source: 2006 Area Profile, University of West Florida Haas Center of Business Research and Economic Development

Table 11. POVERTY LEVEL

2006				
POVERTY LEVEL	City of Pensacola	%	Westside Neighborhoods	%
Total Families	14,153		1,701	
Income Above Poverty Level	12,448	88.0%	1,182	69.4%
Income Below Poverty Level	1,705	12.0%	519	30.6%

Source: 2006 Area Profile, University of West Florida Haas Center of Business Research and Economic Development

Poverty

The Census Bureau uses income thresholds that vary by family size and composition to detect who is poor. If the total income for a family or group of unrelated individuals falls below the relevant poverty threshold, then the family or unrelated group is classified as being "below the poverty level". For the purposes of analysis, this report assumes a family income base of $15,000 and less as the poverty threshold for both the City of Pensacola and the Westside Neighborhoods.

There were 519 families below poverty level in the Westside Neighborhoods out of a total of 1,701 families, indicating that the rate of poverty is nearly ***thirty-one percent (31%)*** for the Westside Neighborhoods. In comparison, the 2006 estimated citywide poverty rate is ***twelve percent (12%)***, with a total of 1,705 families below poverty level. While the Westside Neighborhood's land area covers only ***twelve percent (12%)*** of the City's total area, it accommodates almost ***thirty-one percent (31%)*** of the families below poverty level found citywide. (Table 11)

Housing Values

Housing values in the Study Area are nearly half of those for the City as a whole. According to the 2006 estimates, the median home value in the Westside Neighborhoods is $89,658, compared to $164,572 for the City, accounting for a difference of nearly $75,000 between the two markets. (Table 11)

Education and Employment

According to the 2006 Area Profile estimates, the unemployment rate for the Westside Neighborhoods is approximated at **8.4%,** significantly higher than the citywide rate of **5.8%**. The unemployment rate includes all civilians 16 years old and over that are actively looking for work and does not include the residents who have dropped out of the job search effort. The 2000 Census indicated that nearly **fifty percent (50%)** of the Westside Neighborhoods' total population 16 years old and over was not in the labor force.

Additionally, the 2000 Census reported that nearly **twelve percent (12%)** of the Westside Neighborhoods Area population 25 years old and over has less than a 9th grade education, compared to only **four (4%)** for the citywide population. The low education levels combined with the high unemployment rates contribute to the level of economic distress experienced by the Westside Neighborhoods. (Table 12)

Low per capita income, high poverty rates, high unemployment rate, low educational attainment levels, lower median home values compared to the City are strong indicators of economic distress in the Westside Neighborhoods. The distressed economic conditions combined with the deteriorated physical environment experienced in the Westside Neighborhoods confirm the existence of blighted conditions in the Westside Neighborhoods Study Area.

TABLE 12. EMPLOYMENT	2000			
	City of Pensacola		Westside Neighborhoods	
Total Population 16+ In Labor Force	26,845	59.7%	2,800	51.2%
Civilian Employed	24,417	54.3%	2,510	45.9%
Civilian Unemployed	1,709	3.8%	268	4.9%
In Armed Forces	719	1.6%	16	0.3%
Not in Labor Force	18,121	40.3%	2,669	48.8%
	2006			
	City of Pensacola		Westside Neighborhoods	
Total Population 16+ In Labor Force	25,041		2,740	
Civilian Employed	23,589	94.2%	2,510	91.6%
Civilian Unemployed	1,368	5.8%	211	8.4%
In Armed Forces	NA	NA	NA	NA
Not in Labor Force	NA	NA	NA	NA

Source: 2006 Area Profile, University of West Florida Haas Center of Business Research and Economic Development

Section 163.340 (8) (c) FAULTY LOT LAYOUT

The size of parcels has a significant impact on the redevelopment potential for any proposed property. Typically, older platted subdivisions and commercial properties are too small for development and exhibit non-conformance with current zoning regulations. Contemporary development trends favor larger sites for redevelopment as they offer the flexibility to provide a variety of uses and a mix of activities. Larger sites also reduce the complexities involved with assembly of smaller parcels to support large scale redevelopment projects.

Map 8 identifies the deficient parcels in relation to lot sizes found in the Study Area. Inconsistencies between lot sizes and lot size requirements can be identified by comparing the minimum lot area requirements contained in the zoning code to the existing lot parcel sizes. As illustrated in Table 13, over ***thirteen percent (13%)*** of the Westside lots do not meet the minimum lot area requirements of the City of Pensacola Land Development Code.

Inadequate parking facilities resulting in land use conflicts, Westside Neighborhoods

Sub-standard lot layout resulting in lack of maintenance and site deterioration, Westside Neighborhoods

TABLE 13. FAULTY LOT LAYOUT					
Zoning Districts	Parcel Count	Minimum Lot Size	Westside Neighborhoods Faulty Lot Sizes		
		(sq.ft.)	Parcels under 3,000 sq.ft.	Parcels between 3,000 and 3,500 sq.ft.	Total number of faulty lots
R1A	1,261	3,500	86	38	124
R1A (Duplex)	7	5,000	0	0	
R1AA (R1A2)	1	5,000	0	0	
R1AAA (R1A3)	120	9,000	2	1	135
R-2A	119	20,000	3	4	115
R-2	244	NA	7	3	
RC	125	NA	4	5	
RNC	262	NA	28	15	
C-1	289	NA	10	6	
C-2	44	NA	2	4	
C-3	154	NA	8	3	
M-1	70	NA	3	0	
M-2	2	NA	0	0	
M-3	13	NA	6	0	
Total	2,892		153	76	374

Source: Escambia County Property Appraiser GIS Database (2006)

Commercial uses on substandard lot configurations resulting in inadequate parking and encroachment into public right-of-way

Vacant housing units, Westside Neighborhoods

Table 14. 2005 Building Code Violations

Category	Citywide Code Violations	Westside Code Violations	Occurrence in Westside
Substandard Structure	56	4	7.1%
Unsafe Accessory Structure	17	4	23.5%
Unsafe Structure	119	27	22.7%
Totals	192	35	18.2%

Source: City of Pensacola Community Development Inspections Division (2005)

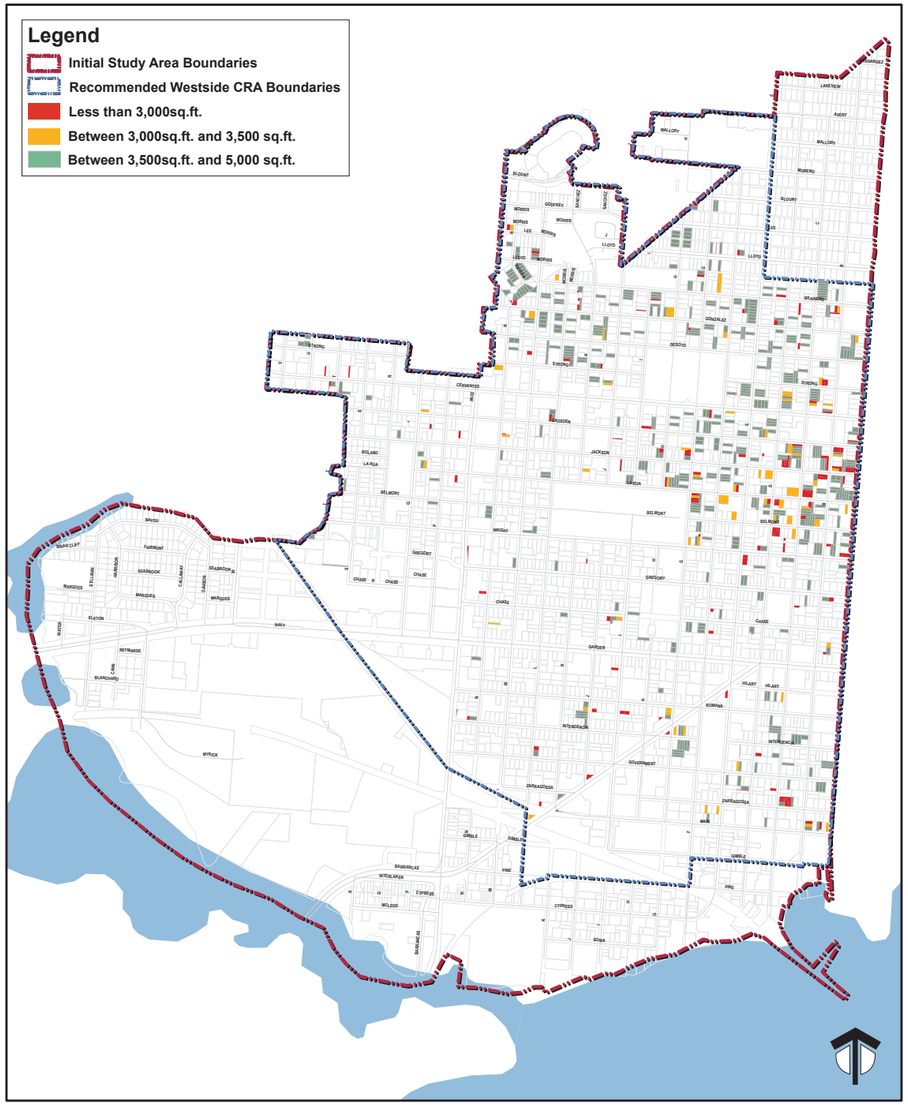
One hundred twenty four (124) parcels within the R-1A zone are less than 3,500 sq.ft. in area and do not meet the minimum lot size requirement under the City's LDC. Additionally, The R1A3 zone has a minimum lot size of 9,000 sq.ft., however, 135 parcels zoned R1A3 in the Westside Neighborhoods do not meet the minimum requirement under the City's LDC.

Approximately twenty (20) of the commercially zoned properties in the Study Area with lot area less than 3,000 sq.ft. are considered either uneconomical or deteriorated from an investment and development perspective. These do not meet contemporary design standards in terms of size and usefulness. The development of commercial uses on substandard lots also has a deleterious impact on neighboring residential uses, due to traffic hazards caused by business parking located in the front of the property, encroachments into residential areas, inadequate buffering, and spill-over parking. These properties are further limited by their size in relation to parking and setback requirements, stormwater treatment standards and landscaping requirements.

Code Violations

The percentage of code violations in the Study Area is also an indicator of the deteriorating conditions in the Study Area. The City of Pensacola Community Development Department Inspections Division reported that nearly ***twenty-three percent (23%)*** of the properties listed on the City's unsafe structures list for 2005 were located in the Westside Neighborhoods. Additionally, nearly ***twenty-four percent (24%)*** of the City's unsafe accessory structures and ***seven percent (7%)*** of the City's substandard structures were located in the Westside Neighborhoods. (Table 14)

PARCEL SIZES



MAP 8

WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

City of Pensacola, Florida

0 500 1,000 2,000 3,000 4,000 Feet

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Escambia County Property Appraiser Office GIS Database
October, 2006

Section 163.340 (8) (m) DIVERSITY OF OWNERSHIP

The following section discusses the high percentage of parcels under multiple ownership. These ownership patterns act as a potential obstacle to the assemblage of land for redevelopment. The unusual conditions of title increase the cost of development and deter private sector investment.

Diversity of ownership or defective or unusual conditions of title, prevent the free alienability of land. This includes factors such as multiple owners of a single property and complex title issues resulting from life estates and heir property. Multiple ownership patterns can be a hindrance to land assembly in support of redevelopment projects. This situation is compounded by the fact that many of the individual properties are insufficient in size. The conditions makes it difficult to accommodate potential redevelopment projects that comply with current land development codes.

For the purpose of this study, all parcels that have more than one owner listed on a single property in the Escambia County Property Appraiser GIS database, are assumed to be examples of multiple ownership. The Escambia County Property Appraiser's database indicates that nearly 987 out of the total 2,892 parcels in the recommended Westside Neighborhoods Study Area, are owned by more than one owner, accounting for nearly ***thirty-four percent (34%)*** of the total parcels. As illustrated in Table 15, ***eight hundred thirty (830)*** properties in the Study Area have two owners; ***eighty-six (86***) parcels have three owners listed; and ***seventy-one (71)*** parcels have four or more owners listed.

Additionally, there are several parcels in the Westside Neighborhood Area, which straddle the corporate limit line to the west. As a result, portions of individual properties lie within the City of Pensacola while the remainder of these small parcels lie within the County. This peculiar condition, which results from the irregularity of the corporate limit line, exacerbates the issue related to land assembly.

Table 15. Multiple Ownership

Multiple ownership	Parcel Count	%
Two owners listed	830	28.7%
Three owners listed	86	2.9%
Four or more owners listed	71	2.5%
Total Parcels with unusual title	987	34.1%
Total Parcels in the Westside Neighborhoods	2,892	

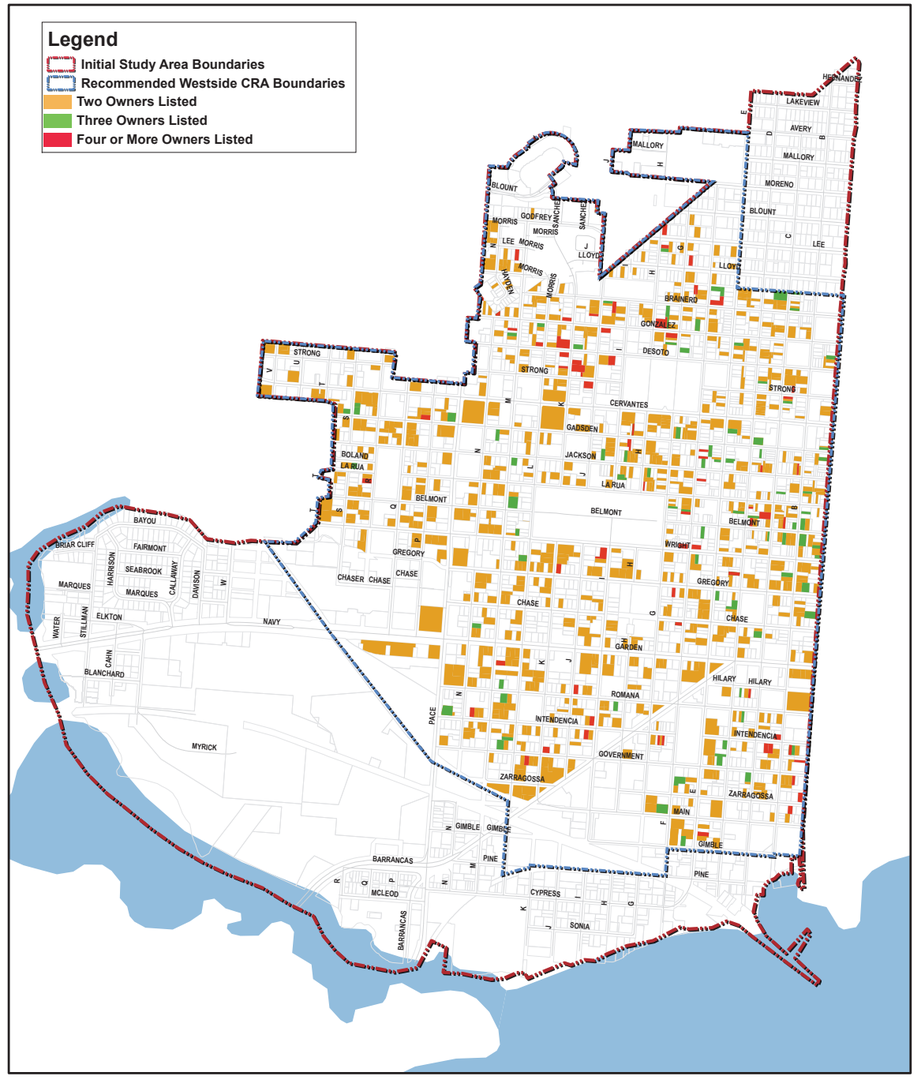
Source: Escambia County Property Appraiser GIS Database (2006)

Deterioration of site conditions and lack of sidewalks along Main Street

Deteriorating of site conditions and other improvements (lack of sidewalks, invasive vegetation growth along Pace Boulevard

Vacant and Boarded Structure along Pace Boulevard

OWNERSHIP



MAP 9

WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

City of Pensacola, Florida

0 500 1,000 2,000 3,000 4,000 Feet

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Escambia County Property Appraiser Office GIS Database
October, 2006

Section 163.340 (8) (j) INCIDENCE OF CRIME

The incidence of crime in the Westside Neighborhoods is higher than in the remainder of the City. The 2005 crime statistics provided by the City of Pensacola Police Department indicates that 1,369 of the 6,695 total citywide offenses for which police reports were made occurred within the Westside Neighborhoods. This represents ***twenty percent (20%)*** of the total crimes committed in the City. (Table 16)

While the Westside Neighborhoods contain nearly ***thirteen percent (12.8%)*** of the City's total population, it is experiencing a disproportionate incidence of crime compared to the total population. The crime per capita in the Westside Neighborhoods at ***nineteen percent (19%)*** is significantly higher than the citywide rate of ***twelve percent (12%)***.

The total number of offenses reported for the Westside Neighborhoods include burglary, robbery, theft, assault/ battery, narcotics violations, violent crimes, and other crimes. The Westside Neighborhoods also experienced a significantly high percentage of narcotics related offences with nearly ***thirty-five percent (35.5%)*** of the citywide narcotics related offences occurring in the Westside Neighborhoods. (Refer to Table 16)

The high incidence of crime deters the private sector from investing in redeveloping the area. Crime is closely related to deteriorating neighborhood conditions such as high unemployment rates, significant vacancy rates, and unsafe conditions. Left unaddressed, the crime rates will most likely continue to escalate within the Study Area burdening the City and residents with additional costs.

TABLE 16. CRIME STATISTICS 2005

	City of Pensacola		Westside Neighborhood		Percent of City Population
Population	56,255		7,196		12.79%
	# of Crimes	Crimes Per Capita	# of Crimes	Crimes Per Capita	% Crime Occurrence in Westside
Crime Category					
Burglary Crimes	724	1.3%	150	2.1%	20.7%
Robbery Crimes	93	0.2%	21	0.3%	22.6%
Theft Crimes	1,834	3.3%	283	3.9%	15.4%
Assault/Battery Crimes	838	1.5%	194	2.7%	23.2%
Narcotic Related Offenses	606	1.1%	215	3.0%	35.5%
Violent Crimes	178	0.3%	21	0.3%	11.8%
Other	2,422	4.3%	485	6.7%	20.0%
Total Offenses	6,695	11.9%	1,369	19.0%	20.5%

Source: City of Pensacola Police Department, 2005

Section 163.340 (8) (l) RESIDENTIAL AND COMMERCIAL VACANCY RATES

Vacant structures and abandoned lots lead to a deterioration of the physical environment. Such deterioration is detrimental to the investment image of the community. High building vacancy levels located on primary commercial corridors and residential housing vacancy rates indicate weak market conditions to the private investor. The vacancy rate is also a significant factor considered by the County Property Appraiser when assessing property values for tax purposes.

High vacancy rates in the housing market indicate a lack of community interest in maintaining the neighborhood's quality of life and integrity resulting in a decline of investment. Vacant properties depress the values of adjacent properties causing devaluation over time negatively affecting the City's ad valorem tax revenues. Vacant housing units are also more likely to become delinquent because the cost of paying taxes on the property may exceed the value of the property. The Escambia County Property Appraiser records shows nearly ***twenty percent (19.7%)*** of all parcels within the Westside Neighborhoods Study Area as vacant compared to ***ten percent (10.1%)*** of all citywide parcels. More than ***seventeen percent (17.1%)*** of the Study Area's total parcel count is vacant residential compared to approximately ***nine percent*** (8.6%) of vacant residential properties found citywide. (Table 17)

The Westside Neighborhoods Study Area also has a higher percentage of vacant commercial properties ***(nearly 2%)***, compared to the City ***(1.4%).*** In terms of acreage, nearly ***four percent (3.7%)*** of the total parcel acreage is classified vacant commercial, compared to only ***0.4%*** for the City of Pensacola. Nearly ***sixteen percent (15.5%)*** of the Study Area's total acreage is comprised of vacant parcels, compared to ***four percent (4%)*** of the City's total acreage that are classified as vacant lands.

The Escambia County Property Appraiser's data indicates that nearly ***twenty-one percent (21.3%)*** of the vacant lots within the City of Pensacola are located in the Westside Neighborhoods Study Area. (Table 18)

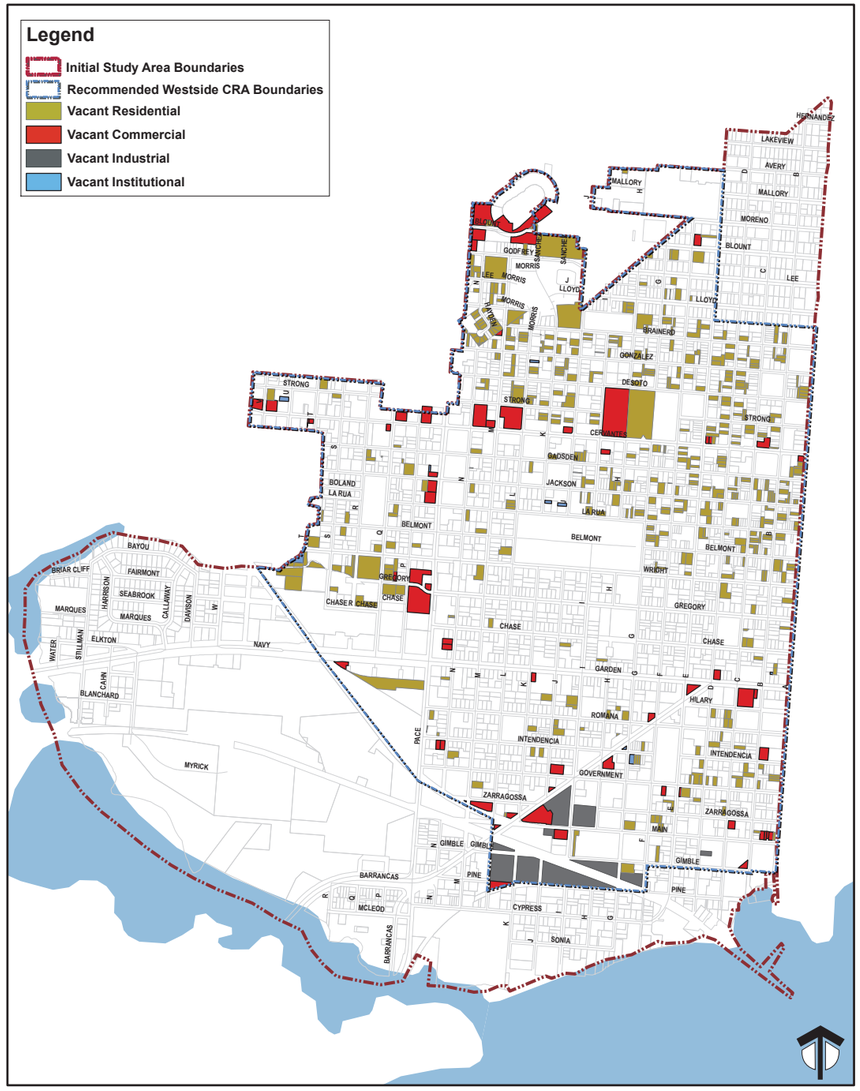
	City of Pensacola				Westside Neighborhoods Study Area			
	Parcel Count	% of total parcels	Acreage	% of total acreage	Parcel Count	% of total parcels	Acreage	% of total acreage
Vacant Residential	2,263	8.6%	589.7	3.6%	494	17.1%	89.7	10.6%
Vacant Commercial	375	1.4%	60.8	0.4%	60	1.9%	31.7	3.7%
Vacant Institutional	23	0.1%	7.9	0.0%	9	0.3%	1.1	0.1%
Vacant Industrial	16	0.1%	36.9	0.2%	7	0.2%	9.1	1.1%
Total Vacancy	2,677	10.1%	695.3	4.2%	570	19.7%	132.0	15.5%
Total	26,385		16,525		2,892		849.1	

TABLE 17. VACANCY RATES
Source: Escambia County Property Appraiser GIS Database (2006)

	Citywide	Westside	Occurrence in Westside
Vacant Residential	2,263	494	21.8%
Vacant Commercial	375	60	16.0%
Vacant Institutional	23	9	39.1%
Vacant Industrial	16	6	43.8%
Total Vacancy	2,677	570	21.3%
Total Number of Parcels	26,385	2,892	11.0%

TABLE 18. Vacancy Rate Comparison: City of Pensacola v. Westside Neighborhoods
Source: Escambia County Property Appraiser GIS Database (2006)

VACANT LANDS



MAP 10

WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

City of Pensacola, Florida

0 500 1,000 2,000 3,000 4,000 Feet

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Escambia County Property Appraiser Office GIS Database
October, 2006

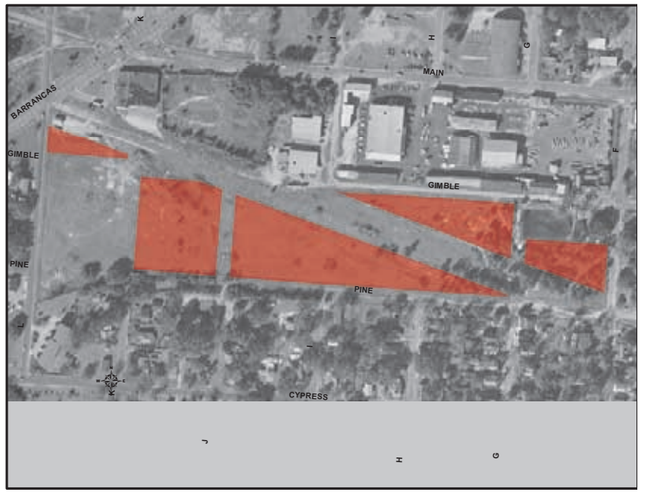
Section 163.340 (8) (n) GOVERNMENTALLY OWNED PROPERTY WITH ADVERSE ENVIRONMENTAL CONDITIONS CAUSED BY A PUBLIC OR PRIVATE ENTITY

The abandoned American Creosote Works wood preserving plant is located within the Study Area boundaries. The abandoned 18-acre site sits 1/4 mile north of the confluence of Bayou Chico and Pensacola Bay, at the corner of "L" Street and Barrancas Avenue. The site is identified as a Superfund site by the Environmental Protection Agency and is listed on the National Priority List (NPL) for hazardous waste sites. Sites that are listed on the NPL can only be cleaned up using the Superfund Trust fund.

Superfund is the Federal government's program to clean up the nation's uncontrolled hazardous waste sites. Superfund sites include any land that has been contaminated by hazardous waste and identified by the Environmental Protection Agency (EPA) as a candidate for cleanup because it poses a risk to human health and/or the environment.

The American Creosote Works, Inc. operated a wood preserving plant from 1902 until 1981. Creosote and Pentachlorophenol were the primary preservatives used in the treatment process. The wastewater generated at the plant was discharged into two on-site surface impoundments, which then overflowed through a spillway into the Pensacola Bay. In subsequent years, the wastewater was drawn off the ponds whenever pond levels were high and discharged on the plant property. During periods of heavy rainfall and flooding, the wastewater occasionally overflowed the containment dikes onto both on-site and off-site areas.

The ACW Site is currently vacant except for the wells involved with the groundwater cleanup at the Site and the associated structures. The only structure remaining on the ACW Site is a Quonset hut building and a mobile office that are used as part of the groundwater cleanup effort. The Sanders Beach Neighborhood and the Pensacola Yacht Club (PYC) are located immediately to the south of site.



Contaminated American Creosote Works Site

Above: View of ACW site along Pine Street
Below: View of ACW site from Gimble Street

The site contains contaminated soil and ground water conditions that have been impacted with volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs) associated with wood treating. Due to the improper disposal activities at the site, the then Florida Department of Environmental Regulation (FDER) enacted enforcement proceedings against ACW. The FDER issued a Notice of Violation in January 1981, and entered into a Consent Order with ACW in March 1981. ACW was unable to meet the requirements of the Consent Order and filed for re-organizational bankruptcy under the provisions of Chapter 11 of the Federal Bankruptcy Code. An "immediate removal action" was completed by the FDER and the EPA during September and October of 1983. The two on-site impoundments were drained and the hazardous liquids treated by a portable treatment facility. The remaining sludges were stabilized with fly ash and covered with a temporary clay cap. EPA re-sodded and re-seeded the temporary clay cap in 1985. In December 1985, a fence and warning signs were installed by the FDER to restrict access to the site.

The EPA initiated a Remedial Investigation/Feasibility Study (RI/FS) in 1984. The RI report was completed in January 1985, and indicated that contaminated soils and groundwater existed on- and off-site. A draft FS was completed followed by a public meeting in August 1985. A Risk Assessment was completed by an outside contractor for EPA in June 1989 and included the development of soil and sediment cleanup levels. EPA initiated an in-house FS that included an evaluation of thermal treatment technologies. The EPA determined that the contaminated media at the site could best be addressed as two operable units (OUs): OU 1 addresses surface soils and sediments, and OU 2 addresses the stabilized/capped sludges, soils underlying the cap, and groundwater. Treatability studies, a Value Engineering Analysis by the US Army Corps of Engineers (USACE), and OU 1 design work were conducted between October 1989 and July 1991.

The remedy for OU 2 includes Phase I – recovery and off-site recycling of dense non-aqueous phase liquids (DNAPLs) followed by Phase II – groundwater recovery and treatment using enhanced bioremediation technologies. A State Superfund Contract (SSC) between EPA and FDEP was signed in September 1997, which commits the State to a ten percent cost share for DNAPL recovery as part of site cleanup. On-site construction of the DNAPL recovery system was completed in September 1998. (Appendix G)

In September 2002, the EPA and FDEP signed a SSC to perform an interim removal of contaminated off-site soils and sediments exceeding the EPA's current guidance levels. Fieldwork on this interim remedy was completed in November 2003. In October 2003, the City of Pensacola adopted a future use plan for the site that includes a number of shops and other small businesses on the north edge of the site and leaves the majority of the site as a "green space" for recreational activities. The EPA, FDEP and US Army Corps of Engineers are currently evaluating the 2002 design to determine what changes, if any, will be necessary to adapt the cap design to the City's future use scenario. It was expected that USACE would provide the EPA and FDEP with recommendations for design changes to meet the City's planned use by the summer of 2004. However, this has been delayed due to the severe hurricane seasons experienced in Florida and other Gulf states in 2004 and 2005, including the direct impact of Hurricane Ivan on Pensacola in 2004.

The American Creosote Works (ACW) site's designation as a Superfund site on the National Priority List (NPL) confirms the presence of adverse environmental conditions on a governmentally owned site. Subsequent to clean-up of the site, ownership will likely be transferred to the City of Pensacola. The City proposes to redevelop the site in conjunction with the ACW Plan.

IV. Conclusion

This study has identified and documented conditions in the recommended Westside Neighborhoods Study Area that are consistent with the definition of blight contained in the Florida Statutes. It is,therefore, reasonable to find that these conditions substantially impair sound growth and have lead to economic distress in the area. The inventory of existing conditions presented in this report provides a basis for the City of Pensacola to adopt a resolution acknowledging the existence of blight in the Westside Neighborhoods Area and finding that rehabilitation, conservation or redevelopment is necessary in the interest of the public health, safety, morals or welfare of the City's residents. These findings also provide justification for using the tools provided to local governments through Chapter 163 Part III of the Florida Statutes: "The Community Redevelopment Act".

The Westside Neighborhoods Area has a substantial number of structures exhibiting some level of deterioration, documented by the City of Pensacola Property Conditions Survey. Government maintained demographic and economic statistics highlight a prevailing level of economic distress. Field observations conducted by the RMPK Group staff provide corroborating evidence of deteriorating conditions.

Results of the City of Pensacola Property Condition Survey demonstrate a significantly high percentage of deteriorated and deteriorating structures in the Westside Neighborhoods. A high unemployment rate, low per capita income, a high poverty rate, low education attainment levels, and lower median home values are an indication of the economic distress generated in the Westside Neighborhoods. The cumulative impact of high vacancy rates in residential and commercial properties, a high percentage of aging structures, substandard lot configurations, multiple ownership patterns, and the presence of adverse environmental conditions substantiate the existence of blight in the Study Area. The existence of blight can have negative impacts on a community including:

- Depressed property values, resulting in lower local tax revenues;
- Strain on city services- police, health, fire, building code;
- Increased fire hazard potential because of poor maintenance, faulty wiring and debris;
- Increased code enforcement demands;
- Concentration of low-income groups and marginal businesses with decreased potential for investment to reverse the blighting conditions;
- Creation of an environment that attracts criminal activity;
- Creation of a poor market environment, where existing businesses relocate to other, more stable areas and new businesses do not replace them;
- Cost to existing home owners- higher insurance premiums, low appraisals for homestead properties.

Presence of Blight

The analysis indicates that the Westside Neighborhoods contain at least seven of the fourteen conditions indicative of a "blighted area" listed in the Florida Statutes. The following is a summary of findings that support a declaration of blight for the Westside Neighborhoods Study Area:

Substantial number of deteriorated or deteriorating structures

- Approximately 28% of the structures in the Study Area are deteriorated to some degree. In comparison, the City consists of only 18% of the total number of structures showing deterioration.
- 25% of the citywide structures exhibiting some level of deterioration are found in the recommended Westside Neighborhoods Study Area.
- Nearly 6% of the structures found in the Westside Neighborhoods were damaged by the impact of hurricanes in 2004 and 2005.
- 83% of the housing units in the Westside Neighborhoods are over forty-five years old (built before 1960).

Conditions leading to economic distress

- **High unemployment rate**
  The Westside Neighborhoods has an unemployment rate of 8.4% compared to the citywide rate of 5.8%.

- **High Poverty rate**
  Nearly 31% of total families in the Westside Neighborhoods have an income below the poverty level threshold compared to 12% for the City.

- **Low Per Capita Income**
  Per capita income for the Westside Neighborhoods at $14,924 is almost 57% of the citywide per capita income at $26,013.

- **Low household income**
  Median household income for the Westside Neighborhoods ($23,770) is less than half of the City's median household income ($58,130).

- **Low housing values**
  Median home values in the Study Area nearly 55% of the citywide median housing values.

Faulty Lot Layout in relation to size, adequacy, accessibility or usefulness

- Inadequate properties in relation to current land development codes.

- Over 14% of the Westside properties do not meet the minimum lot area requirements of the City of Pensacola Land Development Code.

- 18% of the citywide code violations were located in the recommended Westside Neighborhoods Study Area.

Residential and Commercial vacancy rates higher in the area than in the remainder of the municipality

- Nearly 20% of the properties in the Westside Neighborhoods Study Area are vacant. In comparison, only 10% of the total citywide properties are considered vacant.

- 16% of the Study Area's total acreage comprises of vacant parcels; while only 4% of the City's total land area is considered vacant.

Incidence of crime higher in the area than in the remainder of the municipality

- 20% of the total offenses reported in the City occurred within the Westside Neighborhoods.

Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated area

- Nearly 34% of the total parcels in the Westside Neighborhoods are owned by more than one owner.

- Unusual conditions of title including estate and life estates.

- Irregularity of the corporate limit line.

Governmentally owned property with adverse environmental conditions

- American Creosote Works Inc. site, an abandoned EPA designated Superfund site, is located in the recommended Westside Neighborhoods Study Area.

The purpose of the Community Redevelopment Act is to provide local governments the ability to combat deteriorating urban conditions which retard development of the area. The intent of the legislation is to reduce or eliminate the conditions found in the Study Area; conditions, which hinder sound future growth and development.

Redevelopment is by nature more costly than the development of vacant land. Improved property is invariably more expensive than vacant property as the cost of demolition and the preparation must be factored in. Additionally, it is often necessary to assemble more than one parcel of land. Redevelopment activity also triggers thresholds for mandatory compliance with more costly, modern development standards. Often environmental clean-up is required which adds expense.

The higher costs associated with property redevelopment will have significant implications for attempts to redevelop the Westside Neighborhoods Area. The private sector is not likely to absorb the risks and costs of such an undertaking alone. Therefore, the creation of a Community Redevelopment Agency is the most appropriate tool for the City of Pensacola to use when planning, designing and participating with the private sector to revitalize the Westside Neighborhoods Area.

Recommendations

Finding of Necessity

The Westside Neighborhoods is located within the Pensacola Inner City area declared blighted and designated a Community Redevelopment Area by the Pensacola City Council in 1980 and again in 1981. The data presented in this report provides a factual basis upon which the City of Pensacola may make a legislative finding that the Westside Neighborhoods Area is at this time a blighted area; and that rehabilitation, conservation, or redevelopment, or a combination thereof is necessary in the interest of the public health, safety, morals or welfare of the residents of the municipality. It is recommended that the Pensacola City Council pass a resolution designating the recommended boundary as the Westside Neighborhoods Community Redevelopment Area.

Establish a Community Redevelopment Agency

In 1980 and again in 1981, the Pensacola City Council determined the need for a Community Redevelopment Agency and declared itself to be the Community Redevelopment Agency in the City of Pensacola. Based upon the results of this study, the existing Pensacola Community Redevelopment Agency (Pensacola City Council) should be designated to carry out community development purposes pursuant to Part III, Chapter 163 of the Florida Statutes in the recommended Westside Neighborhoods Area and to prepare a redevelopment plan in accordance with the provisions of the Community Redevelopment Act. These actions present the best opportunity to accomplish many long-range goals that will benefit the community.

Prepare a Redevelopment Plan

The formulation of a redevelopment plan, using the tools made available in the Statutes, is the most appropriate means of overcoming the obstacles to economic development cited in this study. The redevelopment plan can provide focus and oversight for the land development process while improving the appearance and marketability of the area. The Community Redevelopment Agency is responsible for assisting in the preparation of the Redevelopment Plan. Section 163.362 F.S. contains a detailed description of the required contents of this Plan. The Plan is intended to address the needs identified in this study, define community redevelopment goals and objectives, set forth specific Agency policies and actions, and finally, identify capital improvement projects, their costs and funding sources. It can provide a strategy for funding capital improvements and economic incentives that will attract private sector investment and ensure that infrastructure is in place to support future growth and development. The Redevelopment Plan developed for the Westside Neighborhoods Area should incorporate the findings and recommendations of the recent studies completed for area including the American Creosote Works Redevelopment Plan, the Enterprise Zone Plan and the Westside Neighborhoods Plan.

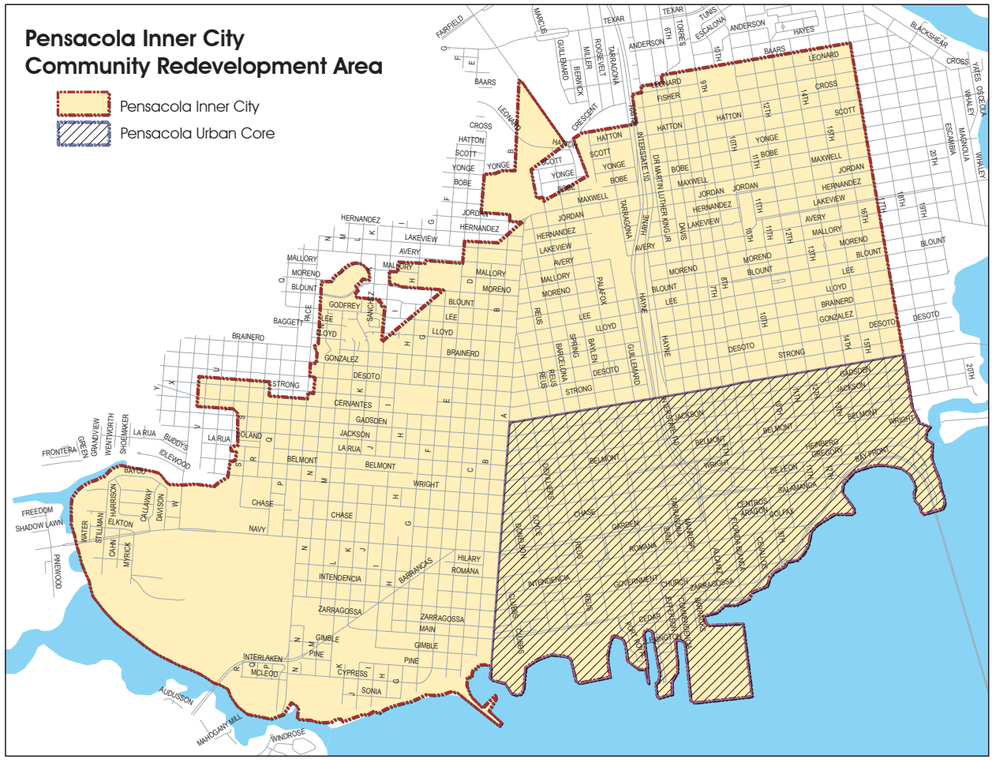
Establish a Redevelopment Trust Fund

Program funding and accounting is administered through a Redevelopment Trust Fund, which is created by ordinance of the governing authority. Subsequent to adoption of the Redevelopment Plan, the Trust Fund is established and, according to statute, provides for the collection of tax increment revenues to finance capital improvements identified in the Plan. Upon adoption, the ordinance freezes the tax base and thereby establishes the base valuation of the property located within the boundaries of the redevelopment district. Thereafter, all taxes assessed by qualified taxing authorities on future increases in the value of properties contained in the district are diverted to the Redevelopment Trust Fund. All taxes assessed on the value of property determined prior to adoption of the ordinance continue to flow to the general revenue accounts of local taxing authorities. Community Redevelopment Agencies are not considered Special Tax Districts since they do not have the authority to levy ad valorem taxes.

Define Organizational Roles and Relationships

It is recommended that the City define the roles and relationships of the various organizations that will be involved in the implementation of the redevelopment effort.

FINDING OF NECESSITY, WESTSIDE NEIGHBORHOODS



MAP 11

APPENDIX A

TAX INCREMENT FINANCING REVENUE PROJECTIONS

Tax Increment Financing Revenue Projections

Tax Increment financing is a financing tool that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. Tax Increment Funds can be used for development in a declared redevelopment area only. The resources generated from the fund are used for continuation of improvements within the redevelopment areas of the City. This section presents TIF revenue projections that the recommended Westside Neighborhoods CRA is likely to generate in the next forty-years.

Assumptions

Tax Increment Financing Revenue (TIF) projections for the recommended Westside Neighborhoods CRA were estimated using the 2006 taxable values provided by the Escambia County Property Appraiser's records. In order to be appropriately conservative, the average growth rate of the taxable values for all parcels in the recommended Westside Neighborhoods CRA, between 2000 and 2005 was used. The average taxable value growth rate between 2000 and 2005 for all properties in the recommended Westside Neighborhoods Study Area boundary is 7.3%. However, since the recommended Westside Neighborhoods Study Area is predominantly residential, conservative growth rates at 3.0% and 5.0% are assumed for TIF Revenue calculations.The projections were subject to the 2006 City millage rate (4.950) and the 2006 County millage rate (8.756). The methodology underestimates the impact that new development and public improvements will have on the total taxable value of the properties in the TIF district because the projected revenue estimates do not capture the growth in assessments that will result from new construction.

Methodology

The base year (2006) taxable value is subtracted from the projected total base value. The increment is then multiplied by the millage rate available to the TIF district over the next forty years. The gross incremental CRA revenue is discounted back for inflation at 95% to calculate the net incremental CRA revenue.

Results

Table A and B show estimates of the annual increment increase for all taxable properties in the recommended Westside CRA at growth rates of 3.0% and 5% respectively.

The total increment over a 40 year TIF district life at 3% growth rate is $47.3 million, while the net incremental CRA Revenue at 95% is projected to be $44.9 million.

The total increment over a 40 year TIF district life at 5% growth rate is $109 million, while the net incremental CRA Revenue at 95% is projected to be $103.6 million.

The estimates are sensitive to several factors including market forces and changes to the assessment system in Escambia County. While the estimates show a moderate growth in the taxable values in the early years of the TIF, they provide a conservative projection for the revenue stream that the recommended Westside Neighborhoods TIF district is likely to generate.

Recommended Westside Neighborhoods CRA Taxable Value Growth Rate (2000-2005)						
	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2000-2005
West Side Neighborhoods Recommended Boundary	9.7%	2.8%	1.2%	23.1%	-0.1%	7.3%

Source: Escambia County Property Appraiser GIS Database (2006)

TABLE A.
WESTSIDE NEIGHBORHOODS STUDY AREA TIF PROJECTIONS @ 3% ANNUAL GROWTH RATE

Years	Annual Increase in Assessed Value	Annual Incremental Increase	Gross Incremental CRA Revenue	Net (95%) Incremental CRA Revenue
2006 (base)	$91,633,243	$0	$0	$0
2007	$94,382,240	$2,748,997	$37,689	$35,804
2008	$97,213,707	$5,580,464	$76,508	$72,683
2009	$100,130,119	$8,496,876	$116,492	$110,668
2010	$103,134,022	$11,500,779	$157,676	$149,792
2011	$106,228,043	$14,594,800	$200,095	$190,090
2012	$109,414,884	$17,781,641	$243,786	$231,597
2013	$112,697,331	$21,064,088	$288,789	$274,349
2014	$116,078,251	$24,445,008	$335,141	$318,384
2015	$119,560,598	$27,927,355	$382,884	$363,740
2016	$123,147,416	$31,514,173	$432,059	$410,456
2017	$126,841,839	$35,208,596	$482,710	$458,574
2018	$130,647,094	$39,013,851	$534,880	$508,136
2019	$134,566,507	$42,933,264	$588,615	$559,184
2020	$138,603,502	$46,970,259	$643,962	$611,764
2021	$142,761,607	$51,128,364	$700,970	$665,921
2022	$147,044,455	$55,411,212	$759,688	$721,703
2023	$151,455,789	$59,822,546	$820,167	$779,159
2024	$155,999,462	$64,366,219	$882,461	$838,338
2025	$160,679,446	$69,046,203	$946,623	$899,292
2026	$165,499,830	$73,866,587	$1,012,711	$962,075
2027	$170,464,825	$78,831,582	$1,080,781	$1,026,742
2028	$175,578,769	$83,945,526	$1,150,893	$1,093,349
2029	$180,846,132	$89,212,889	$1,223,109	$1,161,953
2030	$186,271,516	$94,638,273	$1,297,491	$1,232,616
2031	$191,859,662	$100,226,419	$1,374,104	$1,305,399
2032	$197,615,452	$105,982,209	$1,453,016	$1,380,365
2033	$203,543,915	$111,910,672	$1,534,295	$1,457,581
2034	$209,650,233	$118,016,990	$1,618,013	$1,537,112
2035	$215,939,740	$124,306,497	$1,704,242	$1,619,030
2036	$222,417,932	$130,784,689	$1,793,058	$1,703,405
2037	$229,090,470	$137,457,227	$1,884,539	$1,790,312
2038	$235,963,184	$144,329,941	$1,978,763	$1,879,825
2039	$243,042,079	$151,408,836	$2,075,815	$1,972,024
2040	$250,333,342	$158,700,099	$2,175,778	$2,066,989
2041	$257,843,342	$166,210,099	$2,278,740	$2,164,803
2042	$265,578,642	$173,945,399	$2,384,791	$2,265,552
2043	$273,546,002	$181,912,759	$2,494,024	$2,369,323
2044	$281,752,382	$190,119,139	$2,606,533	$2,476,207
2045	$290,204,953	$198,571,710	$2,722,418	$2,586,297
2046	$298,911,102	$207,277,859	$2,841,779	$2,699,690
			$47,316,090	**$44,950,286**

TABLE B.
WESTSIDE NEIGHBORHOODS STUDY AREA TIF PROJECTIONS @ 5% ANNUAL GROWTH RATE

Years	Annual Increase in Assessed Value	Annual Incremental Increase	Gross Incremental CRA Revenue	Net (95%) Incremental CRA Revenue
2006 (base)	$91,633,243	$0	$0	$0
2007	$96,214,905	$4,581,662	$62,815	$59,674
2008	$101,025,650	$9,392,407	$128,770	$122,331
2009	$106,076,933	$14,443,690	$198,023	$188,122
2010	$111,380,780	$19,747,537	$270,739	$257,202
2011	$116,949,819	$25,316,576	$347,090	$329,736
2012	$122,797,309	$31,164,066	$427,259	$405,896
2013	$128,937,175	$37,303,932	$511,437	$485,865
2014	$135,384,034	$43,750,791	$599,823	$569,832
2015	$142,153,235	$50,519,992	$692,629	$657,998
2016	$149,260,897	$57,627,654	$790,075	$750,571
2017	$156,723,942	$65,090,699	$892,393	$847,774
2018	$164,560,139	$72,926,896	$999,828	$949,836
2019	$172,788,146	$81,154,903	$1,112,634	$1,057,002
2020	$181,427,553	$89,794,310	$1,231,080	$1,169,526
2021	$190,498,931	$98,865,688	$1,355,449	$1,287,676
2022	$200,023,878	$108,390,635	$1,486,036	$1,411,734
2023	$210,025,071	$118,391,828	$1,623,152	$1,541,994
2024	$220,526,325	$128,893,082	$1,767,124	$1,678,768
2025	$231,552,641	$139,919,398	$1,918,295	$1,822,380
2026	$243,130,273	$151,497,030	$2,077,024	$1,973,173
2027	$255,286,787	$163,653,544	$2,243,690	$2,131,506
2028	$268,051,126	$176,417,883	$2,418,689	$2,297,755
2029	$281,453,683	$189,820,440	$2,602,438	$2,472,316
2030	$295,526,367	$203,893,124	$2,795,375	$2,655,606
2031	$310,302,685	$218,669,442	$2,997,958	$2,848,060
2032	$325,817,819	$234,184,576	$3,210,671	$3,050,137
2033	$342,108,710	$250,475,467	$3,434,019	$3,262,318
2034	$359,214,146	$267,580,903	$3,668,534	$3,485,107
2035	$377,174,853	$285,541,610	$3,914,775	$3,719,037
2036	$396,033,596	$304,400,353	$4,173,329	$3,964,662
2037	$415,835,276	$324,202,033	$4,444,810	$4,222,569
2038	$436,627,039	$344,993,796	$4,729,865	$4,493,372
2039	$458,458,391	$366,825,148	$5,029,173	$4,777,714
2040	$481,381,311	$389,748,068	$5,343,446	$5,076,274
2041	$505,450,377	$413,817,134	$5,673,433	$5,389,761
2042	$530,722,895	$439,089,652	$6,019,919	$5,718,923
2043	$557,259,040	$465,625,797	$6,383,730	$6,064,543
2044	$585,121,992	$493,488,749	$6,765,731	$6,427,444
2045	$614,378,092	$522,744,849	$7,166,832	$6,808,490
2046	$645,096,996	$553,463,753	$7,587,988	$7,208,589
			$109,096,079	**$103,641,275**

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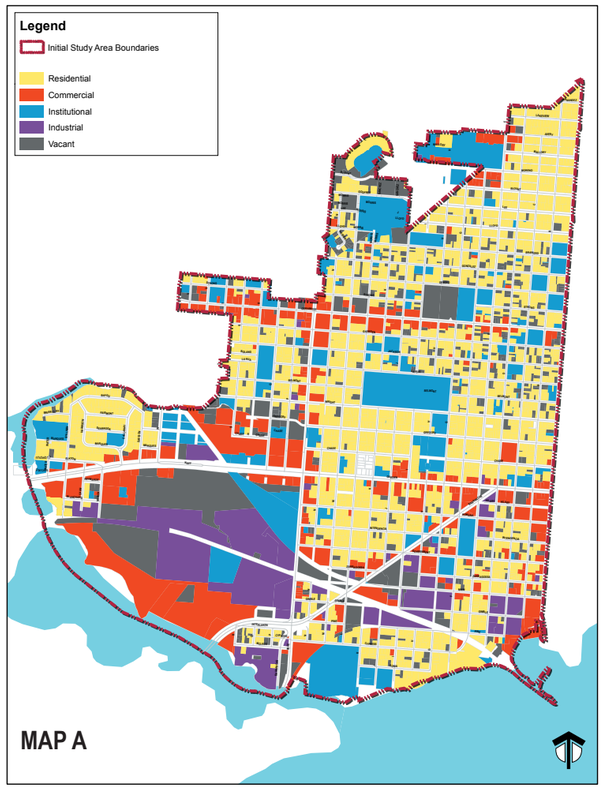
APPENDIX B

STUDY AREA BOUNDARY ANALYSIS

The recommended Westside Neighborhoods Study Area boundary was determined after an evaluation of the existing blight conditions within the initial Study Area boundary. The following section presents statistics and supporting maps that document the segments failing to provide substantial evidence of blight and distress conditions within the larger Westside Neighborhoods Study Area. The section includes a comparative analysis between the Initial Study Area, the recommended Westside Neighborhoods Study Area, and the area not included within the recommended Study Area boundaries. Although there are blight and distress conditions existing in the area not included in the recommended Westside Neighborhoods Study Area boundaries, these conditions do not exhibit strong patterns of concentration. The following indicators were analyzed to determine the recommended boundaries for the Study Area:

- Existing Land Use Patterns (Map A)
- Property Conditions (Map B)
- Distribution of Taxable Values (Map C)
- Parcel Sizes (Map D)
- Vacant Lands (Map E)

EXISTING LAND USE



PROPERTY CONDITIONS

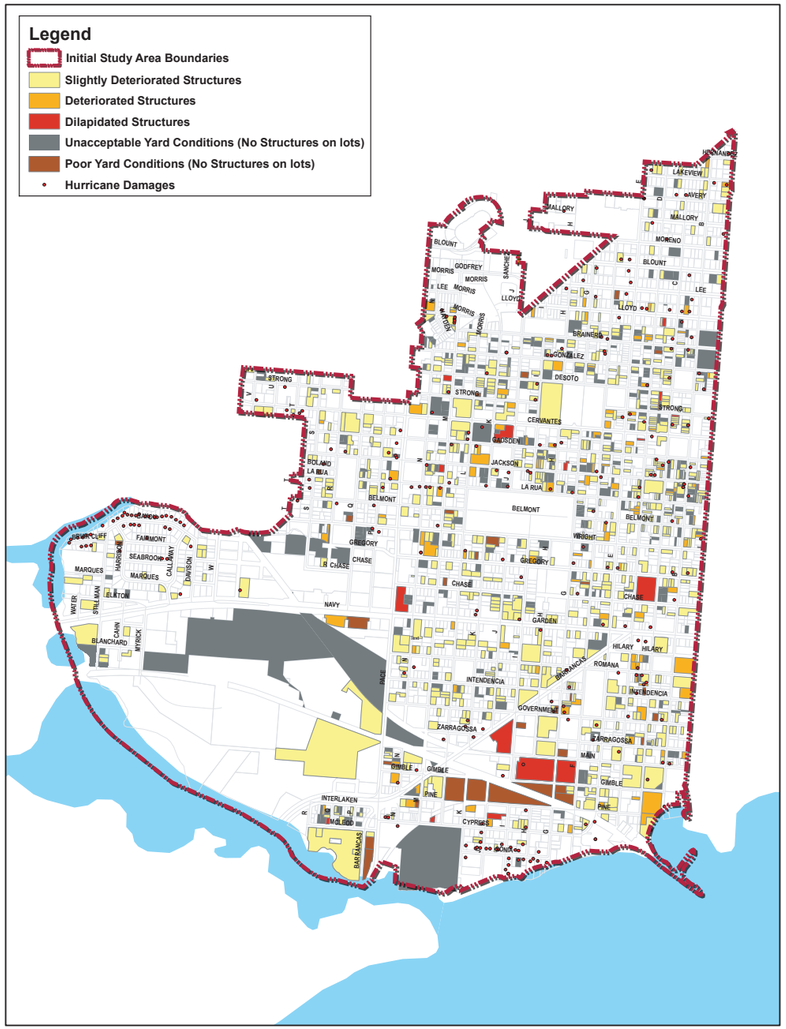
Source: City of Pensacola Property Conditions Survey conducted by University of West Florida (2003)

Initial Study Area Structural Conditions						
	Total	%	Occupied	%	Vacant	%
Structures Surveyed	3,249	100.0%	3,061	94.2%	188	5.8%
Standard Condition	2,415	74.3%	2,364	77.2%	51	27.1%
Slightly Deteriorated	699	21.5%	616	20.1%	83	44.1%
Deteriorated	116	3.6%	76	2.5%	38	20.2%
Dilapidated	20	0.6%	5	0.2%	15	8.0%
Total Structures with some level of deterioration	**835**	**25.7%**	**697**	**22.8%**	**136**	**72.3%**

Recommended Westside CRA Study Area Structural Conditions						
	Total	%	Occupied	%	Vacant	%
Structures Surveyed	2,559	100.0%	2,420	94.6%	139	5.6%
Standard Condition	1,852	72.4%	1,812	74.9%	40	28.8%
Slightly Deteriorated	601	23.5%	534	21.4%	57	41.0%
Deteriorated	100	3.9%	69	2.9%	31	22.7%
Dilapidated	16	0.6%	5	0.2%	11	7.9%
Total Structures with some level of deterioration	**717**	**28.0%**	**608**	**25.1%**	**99**	**71.2%**

Area Not Included						
	Total	%	Occupied	%	Vacant	%
Structures Surveyed	690	100.0%	641	92.9%	49	7.1%
Standard Condition	563	81.6%	552	86.1%	11	22.4%
Slightly Deteriorated	98	14.2%	82	12.8%	26	53.1%
Deteriorated	16	2.3%	7	1.1%	7	14.3%
Dilapidated	4	0.6%	0	0.0%	4	8.2%
Total Structures with some level of deterioration	**118**	**17.1%**	**89**	**14.4%**	**37**	**75.5%**

PROPERTY CONDITIONS



MAP B

WESTSIDE NEIGHBORHOODS AREA FINDING OF NECESSITY STUDY

City of Pensacola, Florida

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Data presented based on the City of Pensacola Property Conditions Survey, conducted by University of West Florida.
October, 2006

TAXABLE VALUES

Source: Escambia County Property Appraiser GIS Database (2006)

Initial Study Area Taxable Value		
	Total Parcels	%
0	778	21.0%
$1 - $50,000	2,405	65.0%
$50,001 - $125,000	372	10.1%
$125,001 - $200,000	65	1.8%
$200,001 - $350,000	39	1.1%
$350,000 and above	41	1.1%
Total Number of Parcels	3,700	

Recommended Westside CRA Study Area Taxable Value		
	Total Parcels	%
0	605	20.9%
$1 - $50,000	1,943	67.2%
$50,001 - $125,000	253	8.7%
$125,001 - $200,000	44	1.5%
$200,001 - $350,000	28	1.0%
$350,000 and above	19	0.7%
Total Number of Parcels	2,892	

Area Not Included		
	Total	%
0	173	21.4%
$1 - $50,000	462	57.2%
$50,001 - $125,000	119	14.7%
$125,001 - $200,000	21	2.6%
$200,001 - $350,000	11	1.4%
$350,000 and above	22	2.7%
Total Number of Parcels	808	

PARCEL SIZE

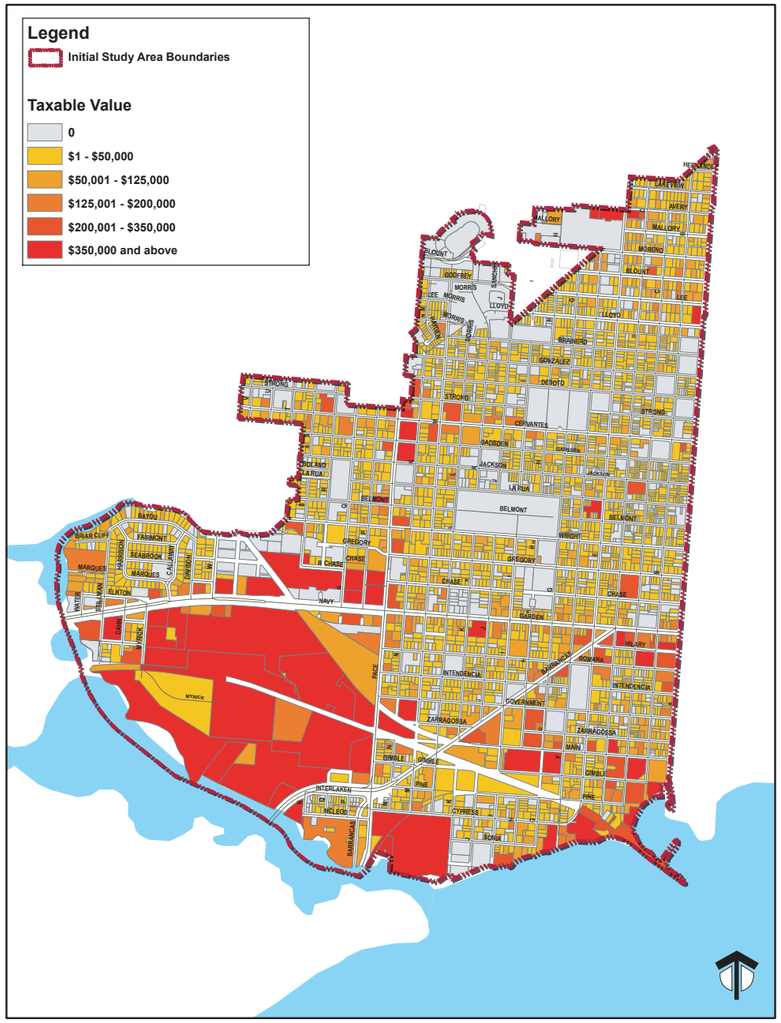
Source: Escambia County Property Appraiser GIS Database (2006)

Initial Study Area Parcel Size		
	Parcel Count	%
Less than 3,000 sq. ft.	166	4.5%
Between 3,000 sq. ft. and 3,500 sq. ft.	98	2.6%
Between 3,500 sq. ft. and 5,000 sq. ft.	526	14.2%
Total Number of Parcels	3,700	

Recommended Westside CRA Study Area Parcel Size		
	Parcel Count	%
Less than 3,000 sq. ft.	152	5.3%
Between 3,000 sq. ft. and 3,500 sq. ft.	86	3.0%
Between 3,500 sq. ft. and 5,000 sq. ft.	488	16.9%
Total Number of Parcels	2,892	

Area Not Included		
	Parcel Count	%
Less than 3,000 sq. ft.	14	1.7%
Between 3,000 sq. ft. and 3,500 sq. ft.	12	1.5%
Between 3,500 sq. ft. and 5,000 sq. ft.	38	4.7%
Total Number of Parcels	808	

TAXABLE VALUE



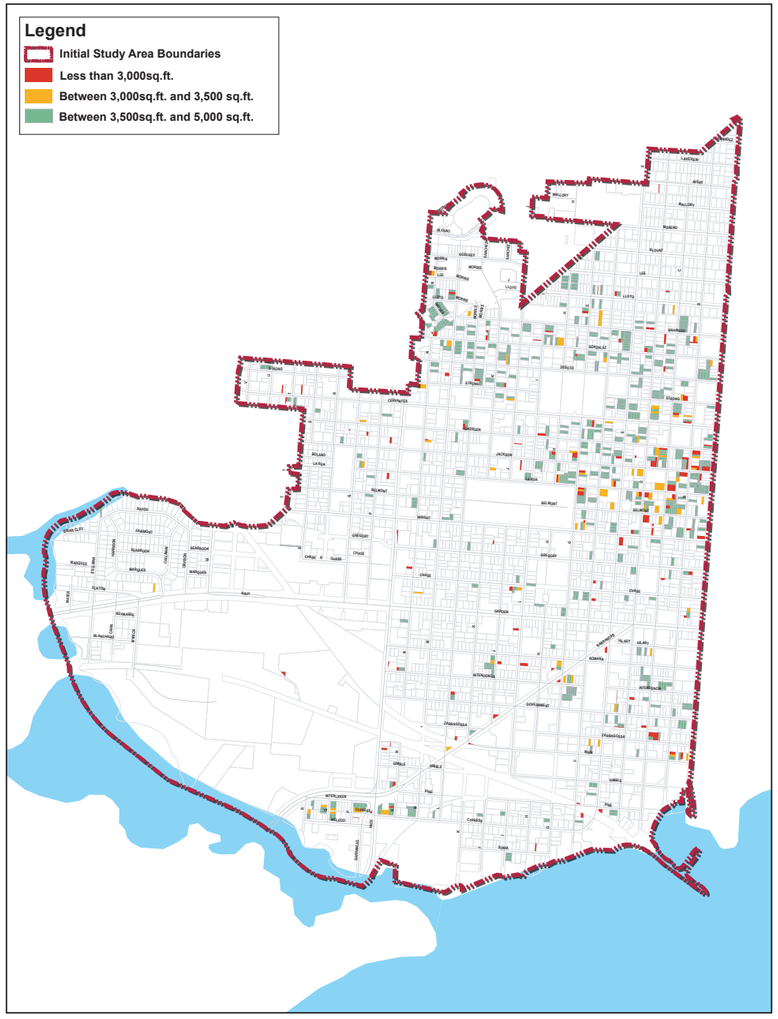
MAP C

WESTSIDE NEIGHBORHOODS AREA
FINDING OF NECESSITY STUDY
City of Pensacola, Florida

0 500 1,000 2,000 3,000 4,000 Feet

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Escambia County Property Appraiser Office GIS Database
October, 2006

PARCEL SIZES



MAP D

WESTSIDE NEIGHBORHOODS AREA
FINDING OF NECESSITY STUDY
City of Pensacola, Florida

0 500 1,000 2,000 3,000 4,000 Feet

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Escambia County Property Appraiser Office GIS Database
October, 2006

VACANT LANDS

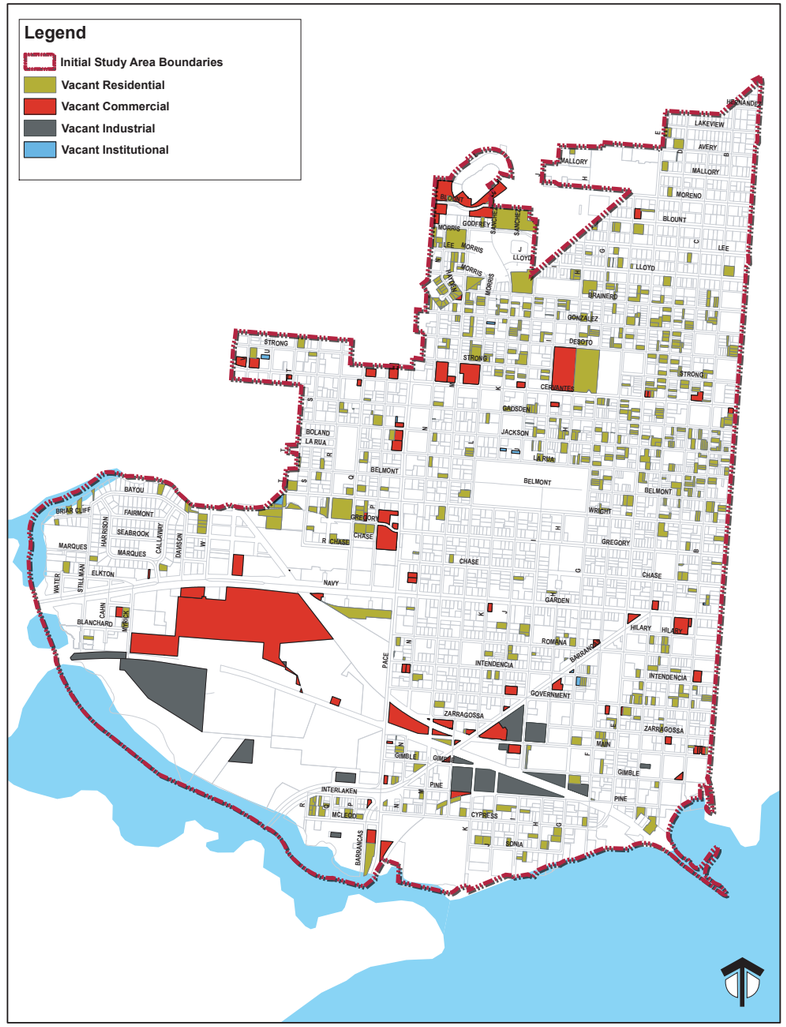
Source: Escambia County Property Appraiser GIS Database (2006)

Initial Study Area Vacant Lands				
	Total	%	Acreage	%
Vacant Residential	567	15.3%	105.9	7.3%
Vacant Commercial	72	1.9%	81.4	5.6%
Vacant Institutional	9	0.2%	1.1	0.1%
Vacant Industrial	13	0.4%	32.7	2.3%
Total Vacancy	**661**	**17.9%**	**221**	**15.3%**
Total Number of Parcels	**3,700**		**1,442**	

Recommended Westside CRA Study Area Vacant Lands				
	Total	%	Acreage	%
Vacant Residential	494	17.1%	89.7	10.6%
Vacant Commercial	60	2.1%	31.7	3.7%
Vacant Institutional	9	0.3%	1.1	0.1%
Vacant Industrial	7	0.2%	9.1	1.0%
Total Vacancy	**570**	**19.7%**	**132**	**15.5%**
Total Number of Parcels	**2,892**		**849**	

Area Not Included				
	Total	%	Acreage	%
Vacant Residential	73	9.0%	16.2	2.7%
Vacant Commercial	12	1.5%	49.7	8.4%
Vacant Institutional	0	0.0%	-0.0	0.0%
Vacant Industrial	6	0.7%	23.6	4.0%
Total Vacancy	**91**	**11.3%**	**89**	**15.1%**
Total Number of Parcels	**808**		**593**	

VACANT LANDS



MAP E

WESTSIDE NEIGHBORHOODS AREA
FINDING OF NECESSITY STUDY
City of Pensacola, Florida

Prepared by: The RMPK Group
Source: City of Pensacola GIS Department
Escambia County Property Appraiser Office GIS Database
October, 2006

APPENDIX C

CITY OF PENSACOLA PROPERTY CONDITIONS SURVEY

PREPARED BY THE UNIVERSITY OF WEST FLORIDA

Section 1 Introduction

Section 1.1 Background

The Whitman Center at the University of West Florida (UWF) was contracted by the City of Pensacola to conduct a survey of 18,126 housing, commercial and other buildings in the City. The purpose of the Property Condition Survey is to assess the condition of the City's housing stock and commercial properties and the land surrounding each. The survey results will be utilized to identify distressed areas and areas in danger of decline and to design and target City services as well as revitalization and redevelopment activities to enhance those areas. The survey results will also be utilized to identify areas of strength to preserve and protect. The survey will serve as a benchmark for future comparisons and performance measurement.

The survey was conducted in two phases. The first phase surveyed the properties within the City's Enterprise Zone in order to provide necessary information to complete the Enterprise Zone application. Phase I was conducted from September through November, 2002. The second phase included the remaining parcels in the City, which coupled with the previous work, provided a complete review of all properties within the City limits. Phase II was conducted from January through March, 2003.

Section 1.2 Methodology

The Property Condition Survey utilized a set methodology to ensure consistency and accuracy of the review process. The first step in developing the methodology was to establish the survey criteria. A staff team from various departments coordinated to develop the following criteria utilized by the UWF survey teams:

Occupancy: identifies if a parcel was vacant or had a structure located on it. If a structure was present, the surveyor determined if the structure was vacant or occupied.

Condition of the structure: structure condition was rated on the following scale: standard, slightly deteriorated, deteriorated and dilapidated.

Condition of the property: the yard/lot condition was rated on the following scale: acceptable, slightly unacceptable and unacceptable.

Each of these categories has a detailed definition and specific criteria differentiating one from the other (see Appendix 1). City staff provided the training for the survey team members for this project. Once the criteria were established, City GIS staff developed an electronic program to be used by the survey teams. The

computerized program was loaded onto laptop computers that were assigned to the survey teams. This allowed the surveyors to enter the data directly into the database with simple key strokes to record the conditions of each property. The program also provided an aerial map of the survey data so survey teams could visually see if they were in the correct location. The program created by the GIS staff contained security measures that prevented the changing or manipulating of the data once recorded.

Of the 25,529 individual parcels within the City, 7,162 (28%) were assumed to be in standard condition with acceptable yard/lot conditions and were excluded from the survey; 18,126 (71%) were surveyed and 241 (0.9%) were not reviewed due to size, location and/or errors of omission. A team from Code Enforcement, Inspection Services and Planning & Neighborhood Development identified the areas of the City to exclude from the survey based on knowledge of these areas, age of developments and ongoing staff reviews. Each of the 7,162 parcels excluded from the survey were compared to the property appraisers' database. If there was a value listed for improvements on the property, the parcel was coded as having an occupied structure. If no value was listed for buildings, the parcel was coded as a vacant lot.

There were various issues that prevented the rating of 241 parcels. Of these parcels, many were identified as easements, land-locked in the center of blocks where the survey teams could not see the parcel to provide a rating or too small to locate and independently identify. A select few of these parcels were omitted by error of the review team. Representing less than 1% of the total number of parcels, this error rate fell within the set parameters of the study of +/-5%.

Each survey team consisted of one driver and one surveyor who entered the data. The members rated each parcel together and were required to agree on the rating. All survey team members were required to attend training provided by the City and to pass a written test to document understanding of the criteria. As the survey teams completed assigned areas, the laptops were downloaded into the master database on a weekly basis. Once the data were entered into the master file, the survey teams could see the data to prevent duplication of effort, but it was only accessible to City staff. On a random basis, surveyed blocks were selected for verification by City staff. Code Enforcement Officers rated the selected blocks without prior knowledge of the ratings given by the survey teams. Once completed, the Code Officer's rating was compared with the survey team rating. The results fell within the error rating allowed by contract (+/-5%). In most instances, if differences in rating were identified, the variation was no more than one level of difference on the rating scale (i.e. rated slightly deteriorated instead of deteriorated).

Section 2
Survey Results

Section 2.1 Parcels

Within the City limits of Pensacola, there are 25,529 individual parcels of property. Under this project, 18,126 parcels, or 71% of all parcels were visually surveyed to assess the current condition. 7,162 parcels (28%) were excluded from the survey due to the known conditions of the property as discussed in the methodology section. An additional 241 parcels (0.9%) were omitted from the review due to other extenuating circumstances. This represents 100% of the parcels located within the City of Pensacola at the time of the survey.

Table 1: Total Parcels

SURVEYED	EXCLUDED	OMITTED	TOTAL
18,126 (71%)	7,162 (28%)	241 (0.9%)	25,529 (100%)

Section 2.2 Occupancy

The survey results indicate a very high occupancy rate in the City. Of the 25,288 rated parcels, 21,195 or 83.8% contain an occupied structure. There are only 775 (3.1%) vacant structures and 3,318 (13.15) vacant lots (see Table 2). This indicates that the City of Pensacola is generally built out with little open space for new development (see Map 1). The high occupancy rate also verifies the City's longstanding position as both a residential and commercial center for the region. The data show that the distribution of vacant parcels throughout the City is not concentrated in any particular area. It should be noted that parks are identified in the survey as vacant parcels. Vacant, existing structures are concentrated south of Fairfield Drive and west of Bayou Texar.

Table #2: Occupancy*

	SURVEYED	EXCLUDED	TOTAL
Vacant Lot	2,781 (15.3%)	537 (7.5%)	3,318 (13.1%)
Occupied Structure	14,570 (80.4%)	6,625 (92.5)	21,195 (83.8%)
Vacant Structure	775 (4.3%)	N/A	775 (3.1%)

*Based on 25,288 which represents the actual total number of parcels (25,529) minus the 241 parcels omitted due to size, location or error.

Section 2.3 Structure Condition

The survey indicates that the vast majority (87.2%) of the existing structures in the City are in standard condition (see Table 3). If all structures identified as slightly deteriorated were improved to standard condition, 98.1% of all existing structures would be in standard condition. The survey indicates that a majority of the City's housing stock and commercial properties are in a safe, habitable, well kept condition. The 428 deteriorated and dilapidated structures identified are approximately two times the number of unsafe structures identified by the City's Inspection Services Department. There is a clear unequal distribution of non-standard structures in the City (see Map 2). The majority of deteriorated and dilapidated structures are in the inner City area, south of Fairfield Drive and west of Bayou Texar. The slightly deteriorated structures, while heavily concentrated in the same areas, encroach into neighborhoods north of the inner City (Woodland Heights) and east of Bayou Texar (East Pensacola Heights). The survey results indicate that a correlation exists between the structure condition and yard condition. Generally speaking, those structures rated as deteriorated or dilapidated tend to have yards rated as poor or slightly unacceptable (see Chart 1).

Table #3: Structure Condition*

	SURVEYED	EXCLUDED	TOTAL
Total Structures	15,345 (70%)	6,625 (30%)	21,970
Standard Condition	12,530 (81.7%)	6,625 (100%)	19,155 (87.2%)
Slightly Deteriorated	2,387 (15.6%)	0	2,387 (10.9%)
Deteriorated	362 (2.4%)	0	362 (1.6%)
Dilapidated	66 (0.4%)	0	66 (0.3%)

*Based on 25,288 which represents the actual total number of parcels (25,529) minus the 241 parcels omitted due to size, location or error.

Section 2.4 Yard/Lot Condition

The survey findings for the yard/lot conditions closely mirror the findings for the structure conditions (see Table 4 and Map 3). The survey found that 91.2% of all yards/lots are in acceptable condition. If all slightly unacceptable yard/lots were corrected, the percentage would increase to 99%. The concentration of non-acceptable yard/lot conditions are located in the same areas as non-standard structures, namely south of Fairfield Drive, west of Bayou Texar and encroaching north into Woodland Heights and east into East Pensacola Heights. It is also evident that there are higher numbers of un-acceptable yards surrounding single deteriorated/dilapidated structures (see Map 4). It should be noted that this survey was conducted during the fall and winter months which is outside the growing

season.

Chart 1: Correlation between Structure Condition and Yard Condition

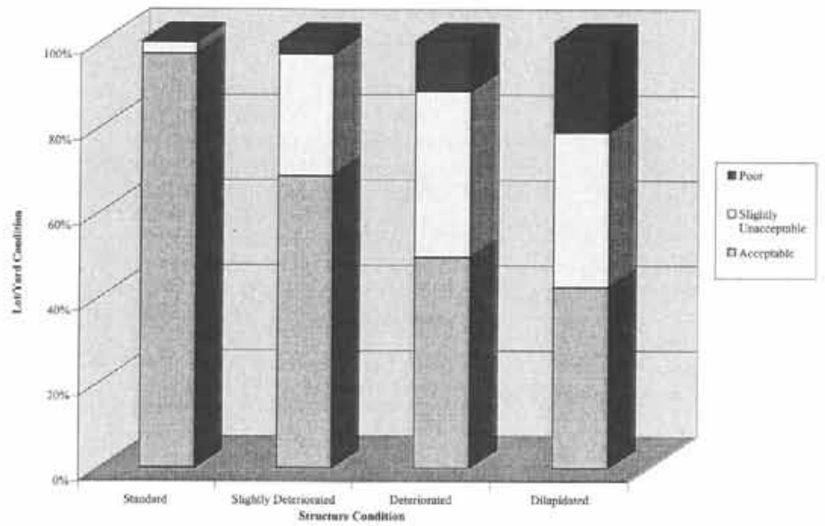


Table #4: Yard/Lot Condition*

	SURVEYED	EXCLUDED	TOTAL
Acceptable	15,913 (87.8%)	7,162 (100%)	23,075 (91.2%)
Slightly Unacceptable	1,975 (10.9%)	0	1,975 (7.8%)
Poor	238 (1.3%)	0	238 (0.9%)

*Based on 25,288 which represents the actual total number of parcels (25,529) minus the 241 parcels omitted due to size, location or error.

Staff will pursue developing a system to update the data collected through this survey whenever an action takes place that changes the status of a property. Whether it is a code enforcement action, a housing rehabilitation, or a building permit being issued, by continually updating and measuring the changes, positive and negative against this baseline, the City will have a tool to track changing trends and continually refocus efforts to the areas of most need.

Section 3
Conclusions and Recommendations

Section 3.1 Conclusions

The following conclusions can be drawn from the survey results.

1. The vast majority of structures and yards/lots in the City of Pensacola are well kept. With over 87% of the structures in standard condition and over 91% of the yard/lots in acceptable condition, the vast majority of properties are maintained within the requirements of City code.

2. The survey results suggest that the City of Pensacola is densely developed. With 86.9% of the parcels in the City occupied by a structure, very little open, developable land remains.

3. The distribution of deteriorated and dilapidated structures and poor yard conditions is concentrated in the inner City areas of Pensacola, primarily the Eastside neighborhood, Belmont-DeVilliers, Westside and southwestern areas of the City.

4. The survey results suggest that a decline in property conditions has spread beyond the inner City areas of Pensacola to the north and east.

Section 3.2 Recommendations

1. Target residential, commercial, industrial and other buildings identified as dilapidated and deteriorated in the survey for immediate code enforcement action including demolition, if necessary.

2. Continue efforts to demolish unsafe and dilapidated structures in the City to prevent the spread of declining property conditions.

3. Utilize information from the property condition survey to identify housing units in need of repair and target housing rehabilitation assistance programs to these areas.

4. Identify housing units in need of new roofing and minor cosmetic upgrades (i.e. painting) for participation in the annual Pensacola World Changers Program, Paint Your Heart Out and similar volunteer programs.

5. Utilize information from the property condition survey to identify and acquire strategically located vacant lots for residential infill development.

6. Continue programs such as Urban Infill, Weed & Seed, Front Porch, Enterprise Zone, CDBG, SHIP and others to provide the incentives and assistance to encourage redevelopment and revitalization.

7. Review pertinent development regulations and processes and recommend revisions to correct deficiencies that may be inhibiting the redevelopment, rehabilitation, renovation, restoration and improvement of existing structures.

8. Continue to actively enforce building, sanitation and property maintenance regulations throughout the City.

9. Increase property maintenance enforcement efforts in areas of the City where yard/lot conditions indicate a potential for neighborhood decline.

10. Expand efforts to educate residents, homeowners and landlords about property maintenance and related codes.

11. Utilize information from the property condition survey as a resource for neighborhood planning.

City of Pensacola Property Condition Survey 8
April, 2003

APPENDIX #1: CITYWIDE SURVEY RATINGS

OCCUPANCY:

1. Occupied Structure
2. Vacant Structure
3. Vacant Lot

STRUCTURE CONDITION:

1. Standard Condition: Unit appears habitable and in good condition. Needs no exterior repairs.

2. Slightly Deteriorated: Unit appears habitable but needs minor, non-structural repairs or maintenance such as painting or new roof shingles.

3. Deteriorated: Unit appears habitable but needs major, structural repair such as new windows, walls or corrections to foundation, sagging roofs, porches, etc.

4. Dilapidated: Unit appears uninhabitable and is badly deteriorated and in need of major structural repairs. Considerable effort and expense required to rehab and rehab is probably not structurally or economically feasible.

YARD / LOT CONDITION

1. Acceptable: Yard has no overgrown grass or weeds and is free from any litter, trash, debris, junk and inoperable vehicles.

2. Slightly Unacceptable: Yard has grass and/or weeds in excess of 18 inches and/or small amounts of trash, junk or one inoperable vehicle that would require minimum effort to remove.

3. Poor Condition: Yard has grass and/or weeds in excess of 18 inches and/or large amounts of trash, outdoor storage, junk and inoperable vehicles that would require considerable effort to remove.

APPENDIX D

DEMOGRAPHICS

PREPARED BY THE UNIVERSITY OF WEST FLORIDA HAAS CENTER OF BUSINESS RESEARCH AND ECONOMIC DEVELOPMENT

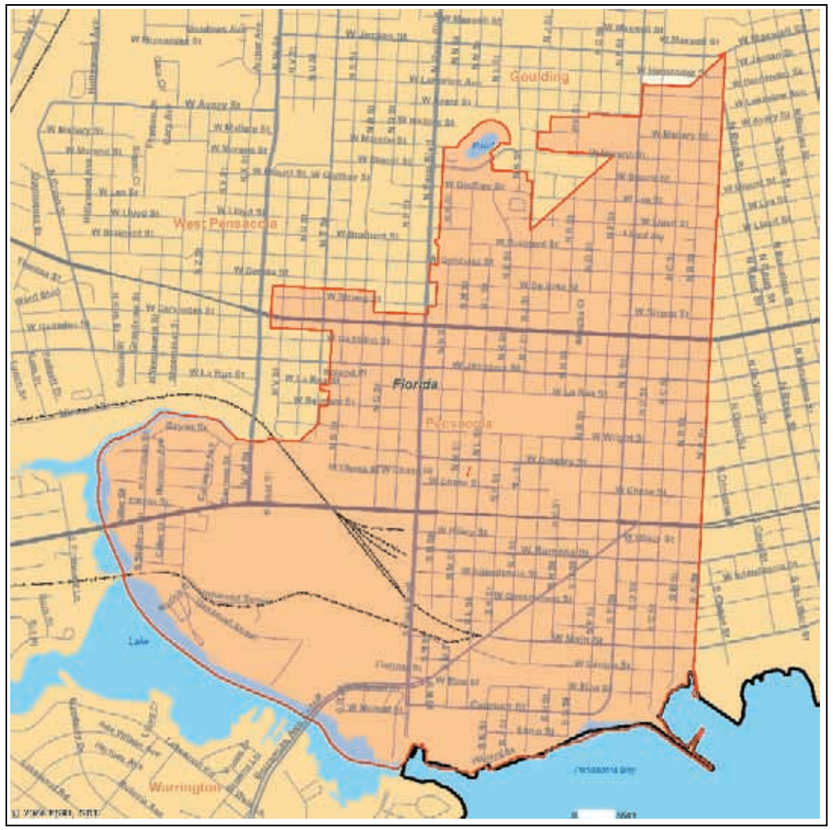
FINDING OF NECESSITY, WESTSIDE NEIGHBORHOODS

Site Map

7

Prepared by Haas Center Research Staff

October 2, 2006



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CITY OF PENSACOLA, FLORIDA 61

FINDING OF NECESSITY, WESTSIDE NEIGHBORHOODS

Market Profile

Prepared by Haas Center Research Staff

7

Shape: 1

2000 Total Population	7,523
2000 Group Quarters	121
2006 Total Population	7,196
2011 Total Population	7,286
2006 - 2011 Annual Rate	0.25%
2000 Households	3,007
2000 Average Household Size	2.46
2006 Households	2,909
2006 Average Household Size	2.43
2011 Households	2,967
2011 Average Household Size	2.41
2006 - 2011 Annual Rate	0.4%
2000 Families	1,824
2000 Average Family Size	3.14
2006 Families	1,701
2006 Average Family Size	3.17
2011 Families	1,691
2011 Average Family Size	3.18
2006 - 2011 Annual Rate	-0.12%
2000 Housing Units	3,449
Owner Occupied Housing Units	43.5%
Renter Occupied Housing Units	43.1%
Vacant Housing Units	13.4%
2006 Housing Units	3,314
Owner Occupied Housing Units	46.7%
Renter Occupied Housing Units	41.1%
Vacant Housing Units	12.2%
2011 Housing Units	3,360
Owner Occupied Housing Units	47.6%
Renter Occupied Housing Units	40.7%
Vacant Housing Units	11.7%
Median Household Income	
2000	$20,295
2006	$23,770
2011	$26,374
Median Home Value	
2000	$48,262
2006	$89,658
2011	$107,135
Per Capita Income	
2000	$12,783
2006	$14,924
2011	$17,293
Median Age	
2000	36.1
2006	37.4
2011	38.5

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by total population. Detail may not sum to totals due to rounding.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2006 and 2011.

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CITY OF PENSACOLA, FLORIDA 62

Market Profile

Prepared by Haas Center Research Staff

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Shape: 1

2000 Households by Income	
Household Income Base	2,951
< $15,000	40.2%
$15,000 - $24,999	19.1%
$25,000 - $34,999	12.4%
$35,000 - $49,999	12.6%
$50,000 - $74,999	9.9%
$75,000 - $99,999	2.3%
$100,000 - $149,999	2.2%
$150,000 - $199,999	0.3%
$200,000+	0.9%
Average Household Income	$30,864
2006 Households by Income	
Household Income Base	2,908
< $15,000	33.7%
$15,000 - $24,999	17.9%
$25,000 - $34,999	14.7%
$35,000 - $49,999	13.3%
$50,000 - $74,999	11.2%
$75,000 - $99,999	4.5%
$100,000 - $149,999	2.4%
$150,000 - $199,999	1.2%
$200,000+	1.1%
Average Household Income	$35,817
2011 Households by Income	
Household Income Base	2,968
< $15,000	30.0%
$15,000 - $24,999	17.6%
$25,000 - $34,999	14.1%
$35,000 - $49,999	13.0%
$50,000 - $74,999	13.4%
$75,000 - $99,999	5.1%
$100,000 - $149,999	3.8%
$150,000 - $199,999	1.3%
$200,000+	1.7%
Average Household Income	$41,180
2000 Owner Occupied HUs by Value	
Total	1,510
<$50,000	53.2%
$50,000 - 99,999	36.2%
$100,000 - 149,999	4.1%
$150,000 - 199,999	3.0%
$200,000 - $299,999	1.8%
$300,000 - 499,999	1.4%
$500,000 - 999,999	0.3%
$1,000,000+	0.0%
Average Home Value	$65,656
2000 Specified Renter Occupied HUs by Contract Rent	
Total	1,466
With Cash Rent	93.5%
No Cash Rent	6.5%
Median Rent	$316
Average Rent	$309

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest, dividends, net rents, pensions, SSI and welfare payments, child support and alimony. Specified Renter Occupied HUs exclude houses on 10+ acres. Average Rent excludes units paying no cash rent.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2006 and 2011.

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Market Profile

Prepared by Haas Center Research Staff

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Shape: 1

2000 Population by Age	
Total	7,522
0 - 4	7.2%
5 - 9	8.5%
10 - 14	8.2%
15 - 19	7.4%
20 - 24	5.8%
25 - 34	11.4%
35 - 44	14.7%
45 - 54	12.0%
55 - 64	8.3%
65 - 74	7.8%
75 - 84	6.5%
85+	2.3%
18+	71.5%
2006 Population by Age	
Total	7,198
0 - 4	7.4%
5 - 9	6.5%
10 - 14	7.8%
15 - 19	7.3%
20 - 24	7.2%
25 - 34	11.5%
35 - 44	12.0%
45 - 54	14.5%
55 - 64	10.1%
65 - 74	7.0%
75 - 84	6.1%
85+	2.7%
18+	73.8%
2011 Population by Age	
Total	7,287
0 - 4	7.3%
5 - 9	6.6%
10 - 14	6.1%
15 - 19	7.0%
20 - 24	7.4%
25 - 34	12.1%
35 - 44	10.3%
45 - 54	14.8%
55 - 64	12.4%
65 - 74	7.1%
75 - 84	5.8%
85+	3.1%
18+	75.7%
2000 Population by Sex	
Males	46.1%
Females	53.9%
2006 Population by Sex	
Males	46.4%
Females	53.6%
2011 Population by Sex	
Males	46.6%
Females	53.4%

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2006 and 2011.

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Market Profile

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Shape: 1

2000 Population by Race/Ethnicity	
Total	7,523
White Alone	30.1%
Black Alone	64.6%
American Indian Alone	0.6%
Asian or Pacific Islander Alone	2.1%
Some Other Race Alone	0.8%
Two or More Races	1.8%
Hispanic Origin	1.8%
Diversity Index	51.0
2006 Population by Race/Ethnicity	
Total	7,196
White Alone	25.6%
Black Alone	68.8%
American Indian Alone	0.6%
Asian or Pacific Islander Alone	2.4%
Some Other Race Alone	0.8%
Two or More Races	1.8%
Hispanic Origin	2.1%
Diversity Index	48.3
2011 Population by Race/Ethnicity	
Total	7,285
White Alone	22.6%
Black Alone	71.5%
American Indian Alone	0.6%
Asian or Pacific Islander Alone	2.6%
Some Other Race Alone	0.9%
Two or More Races	1.8%
Hispanic Origin	2.4%
Diversity Index	46.3
2000 Population 3+ by School Enrollment	
Total	7,172
Enrolled in Nursery/Preschool	3.1%
Enrolled in Kindergarten	1.1%
Enrolled in Grade 1-8	15.6%
Enrolled in Grade 9-12	6.9%
Enrolled in College	2.9%
Enrolled in Grad/Prof School	0.3%
Not Enrolled in School	70.1%
2000 Population 25+ by Educational Attainment	
Total	4,593
Less than 9th Grade	11.7%
9th - 12th Grade, No Diploma	22.6%
High School Graduate	30.6%
Some College, No Degree	19.1%
Associate Degree	5.7%
Bachelor's Degree	6.5%
Master's/Prof/Doctorate Degree	3.9%

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2006 and 2011.

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Market Profile

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Shape: 1

2000 Population 15+ by Sex and Marital Status	
Total	5,617
Females	55.0%
Never Married	17.3%
Married, not Separated	16.1%
Married, Separated	4.1%
Widowed	8.3%
Divorced	9.1%
Males	45.0%
Never Married	18.7%
Married, not Separated	15.7%
Married, Separated	1.4%
Widowed	2.2%
Divorced	7.1%
2000 Population 16+ by Employment Status	
Total	5,469
In Labor Force	51.2%
Civilian Employed	45.9%
Civilian Unemployed	4.9%
In Armed Forces	0.3%
Not in Labor Force	48.8%
2006 Civilian Population 16+ in Labor Force	
Civilian Employed	91.6%
Civilian Unemployed	8.4%
2011 Civilian Population 16+ in Labor Force	
Civilian Employed	92.7%
Civilian Unemployed	7.3%
2000 Females 16+ by Employment Status and Age of Children	
Total	3,036
Own Children < 6 Only	7.2%
Employed/in Armed Forces	2.8%
Unemployed	0.6%
Not in Labor Force	3.9%
Own Children < 6 and 6-17 Only	6.1%
Employed/in Armed Forces	2.7%
Unemployed	0.6%
Not in Labor Force	2.8%
Own Children 6-17 Only	17.9%
Employed/in Armed Forces	10.2%
Unemployed	0.2%
Not in Labor Force	7.4%
No Own Children < 18	68.9%
Employed/in Armed Forces	25.9%
Unemployed	2.7%
Not in Labor Force	40.3%

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2006.

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Market Profile

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Shape: 1

2006 Employed Population 16+ by Industry	
Total	2,742
Agriculture/Mining	1.8%
Construction	11.1%
Manufacturing	4.9%
Wholesale Trade	2.0%
Retail Trade	10.6%
Transportation/Utilities	4.7%
Information	2.8%
Finance/Insurance/Real Estate	2.7%
Services	54.0%
Public Administration	5.4%
2006 Employed Population 16+ by Occupation	
Total	2,740
White Collar	38.3%
Management/Business/Financial	6.8%
Professional	11.6%
Sales	9.1%
Administrative Support	10.8%
Services	33.5%
Blue Collar	28.2%
Farming/Forestry/Fishing	1.1%
Construction/Extraction	9.3%
Installation/Maintenance/Repair	3.8%
Production	6.4%
Transportation/Material Moving	7.6%
2000 Workers 16+ by Means of Transportation to Work	
Total	2,465
Drove Alone - Car, Truck, or Van	66.7%
Carpooled - Car, Truck, or Van	14.8%
Public Transportation	8.4%
Walked	2.2%
Other Means	3.0%
Worked at Home	4.9%
2000 Workers 16+ by Travel Time to Work	
Total	2,466
Did Not Work at Home	95.1%
Less than 5 minutes	4.3%
5 to 9 minutes	10.4%
10 to 19 minutes	38.6%
20 to 24 minutes	14.8%
25 to 34 minutes	16.2%
35 to 44 minutes	2.4%
45 to 59 minutes	2.9%
60 to 89 minutes	2.8%
90 or more minutes	2.6%
Worked at Home	4.9%
Average Travel Time to Work (in min)	21.9
2000 Households by Vehicles Available	
Total	2,979
None	22.3%
1	45.0%
2	24.5%
3	6.3%
4	1.7%
5+	0.2%
Average Number of Vehicles Available	1.2

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2006 and 2011.

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Market Profile

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Shape: 1

2000 Households by Type	
Total	3,007
Family Households	60.7%
Married-couple Family	25.0%
With Related Children	10.0%
Other Family (No Spouse)	35.7%
With Related Children	23.4%
Nonfamily Households	39.3%
Householder Living Alone	32.6%
Householder Not Living Alone	6.7%
Households with Related Children	33.5%
Households with Persons 65+	30.4%
2000 Households by Size	
Total	3,007
1 Person Household	32.6%
2 Person Household	29.8%
3 Person Household	17.8%
4 Person Household	9.2%
5 Person Household	5.7%
6 Person Household	2.9%
7+ Person Household	2.1%
2000 Households by Year Householder Moved In	
Total	2,979
Moved in 1999 to March 2000	19.6%
Moved in 1995 to 1998	28.8%
Moved in 1990 to 1994	14.4%
Moved in 1980 to 1989	12.6%
Moved in 1970 to 1979	7.1%
Moved in 1969 or Earlier	17.5%
Median Year Householder Moved In	1994
2000 Housing Units by Units in Structure	
Total	3,445
1, Detached	71.0%
1, Attached	2.1%
2	11.7%
3 or 4	4.6%
5 to 9	4.2%
10 to 19	1.7%
20+	3.3%
Mobile Home	1.2%
Other	0.2%
2000 Housing Units by Year Structure Built	
Total	3,422
1999 to March 2000	0.6%
1995 to 1998	2.7%
1990 to 1994	1.7%
1980 to 1989	5.6%
1970 to 1979	6.9%
1969 or Earlier	82.5%
Median Year Structure Built	1951

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing.

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FINDING OF NECESSITY, WESTSIDE NEIGHBORHOODS

Market Profile

Prepared by Haas Center Research Staff

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Shape: 1

Top 3 Tapestry Segments

1.	Simple Living
2.	City Commons
3.	Home Town

2006 Consumer Spending shows the amount spent on a variety of goods and services by households that reside in the market area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue.

Apparel & Services: Total $	$3,149,169
Average Spent	$1,082.56
Spending Potential Index	40
Computers & Accessories: Total $	$382,320
Average Spent	$131.43
Spending Potential Index	51
Education: Total $	$1,855,179
Average Spent	$637.74
Spending Potential Index	56
Entertainment/Recreation: Total $	$4,743,385
Average Spent	$1,630.59
Spending Potential Index	49
Food at Home: Total $	$7,851,383
Average Spent	$2,699.00
Spending Potential Index	55
Food Away from Home: Total $	$5,252,852
Average Spent	$1,805.72
Spending Potential Index	54
Health Care: Total $	$5,791,843
Average Spent	$1,991.01
Spending Potential Index	54
HH Furnishings & Equipment: Total $	$2,708,377
Average Spent	$931.03
Spending Potential Index	42
Investments: Total $	$6,032,150
Average Spent	$2,073.62
Spending Potential Index	44
Retail Goods: Total $	$37,492,766
Average Spent	$12,888.54
Spending Potential Index	49
Shelter: Total $	$20,758,012
Average Spent	$7,135.79
Spending Potential Index	50
TV/Video/Sound Equipment: Total $	$1,768,199
Average Spent	$607.84
Spending Potential Index	56
Travel: Total $	$2,544,578
Average Spent	$874.73
Spending Potential Index	49
Vehicle Maintenance & Repairs: Total $	$1,587,321
Average Spent	$545.66
Spending Potential Index	51

Data Note: The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

Source: Expenditure data are derived from the 2001, 2002 and 2003 Consumer Expenditure Surveys, Bureau of Labor Statistics. ESRI forecasts for 2006 and 2011.

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APPENDIX E

OWNERSHIP DATA

FINDING OF NECESSITY, WESTSIDE NEIGHBORHOODS

	NAME1	NAME4	NAME5	NAME6	ZIPCODE
	7417 VIVER NIELL LN	STOKES RAYMOND JR & KAREN M	& STOKES MONELL		32526
	SMITH MICHAEL A	1260 NORTH F ST	PENSACOLA FL		32501
	BENNETT LILLIE F	6098 TOULOUSE DR	PENSACOLA FL		32505
	FOR RONALD D HARRIS TRUST	7/07 N PACE BLVD	PENSACOLA FL		32505
	HOUSTON PRUDIE	3301 NORTH A ST	PENSACOLA FL		32501
	MARCELLA TRUST	9339 SCENIC HWY	PENSACOLA FL		32514
	RICH JAPHETH W	1218 W GADSDEN ST	PENSACOLA FL		32501
	HESTER BENJAMIN EST OF	1610 E HAYES ST	PENSACOLA FL		32835
	AVERHART SAM ESTATE OF	706 W LA RUA ST	PENSACOLA FL		32501
	WYNDER HERBERT	1011 NORTH C ST	PENSACOLA FL		32503-4158
	HOUSTON PRUDIE &	1011 NORTH C ST	PENSACOLA FL		32501
	THOMAS TAYYANA	8538 MACK ST	PENSACOLA FL		32501
	7725 DEBEAUBIAN	ORLANDO FL			32835
	FOUNTAIN	PENSACOLA FL			32501
	HAYNES BEN 3/6 INT	LETT KATIE RUTH 1/6 INT	1215 NORTH C ST	PENSACOLA FL	32501
	THOMAS ALDREDA V	4304 W 59TH PL	LOS ANGELES CA		90043-3425
	WENDY LEWIS	PENSACOLA FL			32501
	JONES JAMES P 1/6 INT	4885 LA CEIBA DR	PENSACOLA FL		32526-3448
	TURNAGE CRYSTAL	1109 W WRIGHT ST	PENSACOLA FL		32501
	BROOKS JOHN D	7/08 W GREGORY ST	PENSACOLA FL		32501
	FRANCIS RALPH C JR	1970 W ROMANA ST	PENSACOLA FL		32501
	MARY R	319 SOUTH L ST	PENSACOLA FL		32501
	OLSEN CAROLYN	1910 W GOVERNMENT ST	PENSACOLA FL		32501
	ROBINSON ANN L EST OF 1/5 &	1007 W GOVERNMENT ST	PENSACOLA FL		32501
	GAMBLE BRITANEE D	1001 W GOVERNMENT FL	PENSACOLA FL		32501
	LEONARD MARY 1/3 INT	1109 W INTENDENCIA ST	PENSACOLA FL		32501
	JORDAN LORNA EST OF	1411 W BELMONT ST	PENSACOLA FL		32501
	WILLIAMS YOLANDER	P. O BOX 18220	PENSACOLA FL		32597
	STAFFORD RUTH A TRUST	422 N BAYLEN ST	PENSACOLA FL		32501
	BENNETT ALRELIA	7750 HERRINGTON ST	PENSACOLA FL		32534
	DONNIE E	19 NORTH F ST	PENSACOLA FL		32501
	JOHNSON DELORES &	718 W BELMONT ST	PENSACOLA FL		32501
	CURRY JULION A MONTGOMERY	109 PINEDA AVE	PENSACOLA FL		32503
	WILLIAMS RHONDA	409 NORTH F ST	PENSACOLA FL		32501
	ATWOOD FORREST JR &	DAILEY CARLOS	1918 W GONZALEZ ST	PENSACOLA FL	32501
	MOORE DARRELL	7727 WYMART RD	PENSACOLA FL		32526
	LEONARD MARY 1/3 INT	1109 W INTENDENCIA ST	PENSACOLA FL		32501
	HERRON WARREN L TRUSTEE FOR	4/01 N SUNSET BLVD	GULF BREEZE FL		32561
	1414 W JACKSON ST	PENSACOLA FL			32501
	MANUEL ALFRED 1/6 INT	213 NORTH B ST	PENSACOLA FL		32501
	516 NORTH I ST	PENSACOLA FL			32501
	2/05 W MAXWELL ST	2/05 W MAXWELL ST			32501
	KNIGHT DONNA MARIE	1708 NORTH C ST	PENSACOLA FL		32501
	SOLES FREDERICK	C/O 1013 NORTH 17TH AVE	PENSACOLA FL		32501
	PFEIFFER MALCOLM K TRUST	4347 GUSTY TERRACE	PENSACOLA FL		32503
	STAFFORD TRUST &	REBUILDING AMERICA COM LLC	422 N BAYLEN ST	PENSACOLA FL	32501
	BELL HOSEA JR 1/4	917 W HAYES ST	PENSACOLA FL		32501
	YOUNG NAUREEN MICHELLE	3947 PALM ST	ST LOUIS MO		63107
	WATSON MARGARET O	P O BOX 677997	ORLANDO FL		32867
	CASTORINA SALVADOR A JR	MARSHALL JULIE C	106 N PINEWOOD LN	PENSACOLA FL	32507

Source: Escambia County Property Appraiser GIS Database (2006)

FINDING OF NECESSITY, WESTSIDE NEIGHBORHOODS

	MARSHA ANN	19 NORTH F ST	PENSACOLA FL		32501
LO	GARY A II	7 BOLAND PL	PENSACOLA FL		32505
	S2 NORTH N ST	PENSACOLA FL			32501
	SMITH MICHAEL A	1260 NORTH F ST	PENSACOLA FL		32501
	MARIA A	8694 CEDARTOWN RD	MOLINO FL		32577
	LOWERY MRS GEORGE C JR 1/8	3427 GOVERNOR DR E	CANTONMENT FL		32533
	CARTER JAMES	1215 NORTH C ST			32547
	PHILLIPS-WEBSTER ZOYA	800 W BELMONT ST	PENSACOLA FL		32501
	STEPHENS MILTON D	12190 HALCYON DR	PENSACOLA FL		32506
	00-0S-00-9060-010-119	PRESLEY JOANN &	PENSACOLA FL		32503
	00-0S-00-9050-014-013	SHUFORD ELDRITH C &	PENSACOLA FL		32507
	00-0S-00-9060-001-063	LAWRENCE RICHARD F JR &	PENSACOLA FL		32501
	00-0S-00-9080-090-100	SMITH SHARON F &	BURLESON LANA C		70128
	00-0S-00-9060-020-052	NGO MAI THI	DOAN HUGS THI		32501
	00-0S-00-9060-005-036	CONNOR ESTELLE 4/6 INT	KIRBY BETTY JEAN 1/6 INT		32501
	00-0S-00-9060-010-089	CROMARTIE VELMA LEE FOR THE	LIFE OF MCCORD REBECCA LIFE		32501
	00-0S-00-9060-010-011	TURNER VIRGIL C JR	TURNER TONJA YVETTE		32501
	00-0S-00-9060-011-030	BROWN WILLITA &	LETT KATIE RUTH &		32501
	00-0S-00-9060-260-036	STANTON LILLIE M LIFE EST	ABNEY ALPHONSO & BETTY J		32536
	00-0S-00-9060-004-027	JOHNSON LEE F LIFE EST	RANDALSON TANIA R &		32507
	00-0S-00-9060-010-049	CARTER WILLIE SR LIFE EST	CARTER DONNIE E & CARTER		32507
	00-0S-00-9060-040-018	BANKS BEVERLYN S &	ELLIS H VICTOR &		32533
	00-0S-00-9060-058-003	HARRIS JOHN D 4/6 &	JENKINS GRACIE WILLIAMS 4/6		32507
	00-0S-00-9060-082-019	AUDITORIUM ELECTRONIC EST &	ALEXANDER ROBERT NOBLE EST OF		32526
	00-0S-00-9060-010-076	ALEXANDER ELIZABETH	ALEXANDER RONALD E		32501
	00-0S-00-9060-027-116	FULTON LORRAINE LIFE EST	MCINTYRE EMMA LIFE EST		32503
	00-0S-00-9060-023-076	ALEXANDER ELIZABETH	ALEXANDER RONALD E		32501
	00-0S-00-9060-016-140	NICKELSEN ERIC J TRUSTEE	FOR BIO CARR JOHN S &	PENSACOLA FL	32501
	00-0S-00-9060-017-008	BLANKENSHIP GIM & FIRNAH	AND THEIR CHILDREN	PENSACOLA FL	32501
	00-0S-00-9060-023-120	CERONE JASON &	CERONE JACK & KAY A		32501
	00-0S-00-9060-011-044	WATERS ROMELDA EARLEAN LIFE	EST & SMITH GENESA LYNETTE		32561
	00-0S-00-9060-190-044	CHARLEY LINDA F HALE &	RILEY BRENDA &	ST LOUIS MO	63107
	00-0S-00-9060-110-020	JOHNSON THERESA RANALDSON	LIFE EST RANALDSON TANIA R	PENSACOLA FL	32526
	00-0S-00-9060-230-084	BRYANT MILLARD O & MARY K &	OWENS PAULETTE B	PENSACOLA FL	32501
	00-0S-00-9060-001-184	KNIGHT DEBORAH E &	BRADLEY PATRICIA &	PENSACOLA FL	32526
	00-0S-00-9080-014-102	LIVINGSTON DAN L	LIVINGSTON C JUDSON	PENSACOLA FL	32501

Source: Escambia County Property Appraiser GIS Database (2006)

FINDING OF NECESSITY, WESTSIDE NEIGHBORHOODS

PARCEL_NUM	NAME1	NAME2	NAME3	NAME4	NAME5	NAME6	ZIPCODE
00-0S-00-9060-280-074	HARRIS JOEL R 1/10 INT &	HARRIS CALVIN R 1/10 INT &	CHAVIS DELORIS 1/10 INT &	HARRIS DENNIS JR 1/10 INT &	1150 W LEE ST	PENSACOLA FL	32501
00-0S-00-9060-001-050	DONALDSON BEVERLY ANN &	LETT MARGARET & HARTLEY	MIRIAM & WADE GLORIA	1775 N SPRING ST	PENSACOLA FL		32501
00-0S-00-9060-013-095	GULLEY MARY ELLEN 1/9 INT	HILL MAURICE 1/9 INT	JOHNSON ISADORA 1/9 INT	HILL LAFAYE 1/9 INT	417 HANCOCK LN	PENSACOLA FL	32503
00-0S-00-9060-019-092	WATTS SAPHRONIA 5/10 &	GOODMAN CAROLYN 1/10 &	WILLIAMS KATIE 1/10 &	SIMS YVETTE 1/10 &	802 WOODLAND HEIGHTS	PENSACOLA FL	32503
00-0S-00-9060-021-160	MCNEILL LOLA MAE LIFE EST	MCNEIL CLEMENT W	BURKE MARY E	TORRANCE DORIS J	701 NORTH P ST	PENSACOLA FL	32505
00-0S-00-9060-080-022	NIX JAMES R LIFE EST &	DAVIS LUMMIE & ROBERT &	ARCHIE & COTRELL & SHAUN &	JACKSON TROY & SHERYL &	1215 W WRIGHT ST	PENSACOLA FL	32501
00-0S-00-9060-011-087	MONROE CORINE 1/8 INT	HILL MATTHEW 1/8 INT	HILL DAVID 1/8 INT	HILL ROBERT 1/8 INT	1507 W DE SOTO ST	PENSACOLA FL	32501
00-0S-00-9060-012-019	EDWARDS IZORA UNDERWOOD	DORIS CHRISTIAN DELORES	JACKSON NATHANIEL JR MILLER	RODNEY MILLER JAYNA L	804 HORSESHANS PATH	CANTONMENT FL	32533
00-0S-00-9060-045-044	MCCASKILL THARBY JR 2/6	MCCASKILL JOHN 1/6	MCCASKILL DARRY 1/6	MCCASKILL HENRY JR 2/6	610 NORTH F ST	PENSACOLA FL	32501
00-0S-00-9060-010-063	WOODS IRENE LIFE EST &	WOODS IRENE &	WOODS EARL A JR &	MOORE SHERPHINE	1116 W LARUA ST	PENSACOLA FL	32501
00-0S-00-9060-017-072	ELLIS ANNA M & LAWRENCE	LEWIS JAMES LAWRENCE & DAVID &	ROBERTS M & RICHARD GRACIE &	LOCKHEART JULIE B &	1017 E ELOISE ST APT 203	PENSACOLA FL	32503
00-0S-00-9060-014-036	LINDSAY EARL &	LUTHERAN SERVICES FLORIDA	FOR GLORIA LINDSAY	CLEVELAND M & LAWRENCE C	1017 E ELOISE ST APT 205NS	PENSACOLA FL	32503
00-0S-00-9060-050-023	RUFFIN BARBARA 1/4 INT &	MARCIA G & HUMPHREYS GEORGE	E JR & HUMPHREYS MICHAEL J	WILLIAMS LAWRENCE 1/4 INT	1473 EL MONTE DR	THOUSAND OAKS CA	91362
00-0S-00-9060-021-060	COWHAM ARTHUR III 1/7	JOHNSON JOYCE COWHAM 1/7	ATWOOD MARTHA &	KYLE JANICE 1/4 INT &	900 W INTENDENCIA ST	PENSACOLA FL	32501
00-0S-00-9060-040-118	GEORGE GENEVIEVE 2/7	C/O 1905 W GUMBLE ST	ATWOOD HARRIET &	GAINS LILLY 1/4 INT &	1918 W GONZALEZ ST	PENSACOLA FL	32507
00-0S-00-9060-025-014	FANT EVELYN A & SPELLMAN	MARGARET & ROBINSON VELMA &	LEWIS JOE A & WILLIAM H II	REHBERG CAROLYN 1/7	534 S 1ST ST	PENSACOLA FL	32503
00-0S-00-9060-007-069	HAMLER JACQUELYN J 3/96 INT	JONES JUDITH J 3/96 INT	HAMILTON MAXINE J 3/96 INT	HAMILTON MAXINE J 3/96 INT	1918 W GONZALEZ ST	PENSACOLA FL	32501
00-0S-00-9060-024-116	BRADLEY GEORGE J	HICKS THOMAS A	HICKS RUSSELL T	CUSHON P & C &	213 SOUTH A ST	PENSACOLA FL	32501
00-0S-00-9060-182-017	JACKSON C F & NELSON J &	MILLER D & WASHINGTON B &	QUARRELS DARNEL EST OF &	QUARRELS C &	18317 SUMMERFIELD DR	DALLAS TX	75287
00-0S-00-9060-160-032	CARRUTH JAMES W JR &	SARAH CLICK &	HERRON MARY L &	BRENNAN F ELAINE	334 WOODBINE DR	PENSACOLA FL	32503
00-0S-00-9060-014-072	ELLIS ANNA M & LAWRENSHIP	LEWIS JAMES LAWRENCE & DAVID &	ROBERTS M & RICHARD GRACIE &	LOCKHEART JULIE B &	1017 E ELOISE ST APT 203	PENSACOLA FL	32503
00-0S-00-9060-014-036	LINDSAY EARL &	LUTHERAN SERVICES FLORIDA	FOR GLORIA LINDSAY	CLEVELAND M & LAWRENCE C	1017 E ELOISE ST APT 205NS	PENSACOLA FL	32503
00-0S-00-9060-050-023	RUFFIN BARBARA 1/4 INT &	MARCIA G & HUMPHREYS GEORGE	E JR & HUMPHREYS MICHAEL J	WILLIAMS LAWRENCE 1/4 INT &	1473 EL MONTE DR	THOUSAND OAKS CA	91362
00-0S-00-9060-021-060	COWHAM ARTHUR III 1/7	JOHNSON JOYCE COWHAM 1/7	ATWOOD MARTHA &	KYLE JANICE 1/4 INT &	900 W INTENDENCIA ST	PENSACOLA FL	32501
00-0S-00-9060-040-118	GEORGE GENEVIEVE 2/7	C/O 1905 W GUMBLE ST	ATWOOD HARRIET &	GAINS LILLY 1/4 INT &	1918 W GONZALEZ ST	PENSACOLA FL	32507
00-0S-00-9060-025-014	FANT EVELYN A & SPELLMAN	MARGARET & ROBINSON VELMA &	LEWIS JOE A & WILLIAM H II	REHBERG CAROLYN 1/7	534 S 1ST ST	PENSACOLA FL	32503
00-0S-00-9060-007-069	HAMLER JACQUELYN J 3/96 INT	JONES JUDITH J 3/96 INT	HAMILTON MAXINE J 3/96 INT	HAMILTON MAXINE J 3/96 INT	1918 W GONZALEZ ST	PENSACOLA FL	32501
00-0S-00-9060-024-116	BRADLEY GEORGE J	HICKS THOMAS A	HICKS RUSSELL T	CUSHON P & C &	213 SOUTH A ST	PENSACOLA FL	32501
00-0S-00-9060-182-017	JACKSON C F & NELSON J &	MILLER D & WASHINGTON B &	QUARRELS DARNEL EST OF &	QUARRELS C &	18317 SUMMERFIELD DR	DALLAS TX	75287
00-0S-00-9060-160-032	CARRUTH JAMES W JR &	SARAH CLICK &	HERRON MARY L &	BRENNAN F ELAINE	334 WOODBINE DR	PENSACOLA FL	32503
00-0S-00-9060-026-052	SANDERS GERALDINE &	LUTHERAN SERVICES FLORIDA	FOR GLORIA LINDSAY	LINDSAY EARL &	1014 W LLOYD ST	PENSACOLA FL	32501
00-0S-00-9060-014-036	LINDSAY EARL &	LUTHERAN SERVICES FLORIDA	FOR GLORIA LINDSAY	SANDERS GERALDINE &	1014 W LLOYD ST	PENSACOLA FL	32501
00-0S-00-9060-050-023	RUFFIN BARBARA 1/4 INT &	MARCIA G & HUMPHREYS GEORGE	E JR & HUMPHREYS MICHAEL J	WILLIAMS LAWRENCE 1/4 INT &	1473 EL MONTE DR	THOUSAND OAKS CA	91362
00-0S-00-9060-040-118	GEORGE GENEVIEVE 2/7	C/O 1905 W GUMBLE ST	ATWOOD HARRIET &	GAINS LILLY 1/4 INT &	1918 W GONZALEZ ST	PENSACOLA FL	32507
00-0S-00-9060-025-014	FANT EVELYN A & SPELLMAN	MARGARET & ROBINSON VELMA &	LEWIS JOE A & WILLIAM H II	REHBERG CAROLYN 1/7	534 S 1ST ST	PENSACOLA FL	32503
00-0S-00-9060-007-069	HAMLER JACQUELYN J 3/96 INT	JONES JUDITH J 3/96 INT	HAMILTON MAXINE J 3/96 INT	HAMILTON MAXINE J 3/96 INT	1918 W GONZALEZ ST	PENSACOLA FL	32501
00-0S-00-9060-024-116	BRADLEY GEORGE J	HICKS THOMAS A	HICKS RUSSELL T	CUSHON P & C &	213 SOUTH A ST	PENSACOLA FL	32501
00-0S-00-9060-182-017	JACKSON C F & NELSON J &	MILLER D & WASHINGTON B &	QUARRELS DARNEL EST OF &	QUARRELS C &	18317 SUMMERFIELD DR	DALLAS TX	75287
00-0S-00-9060-160-032	CARRUTH JAMES W JR &	SARAH CLICK &	HERRON MARY L &	BRENNAN F ELAINE	334 WOODBINE DR	PENSACOLA FL	32503
00-0S-00-9060-026-052	SANDERS GERALDINE &	LUTHERAN SERVICES FLORIDA	FOR GLORIA LINDSAY	LINDSAY EARL &	1014 W LLOYD ST	PENSACOLA FL	32501
00-0S-00-9060-014-036	LINDSAY EARL &	LUTHERAN SERVICES FLORIDA	FOR GLORIA LINDSAY	SANDERS GERALDINE &	1014 W LLOYD ST	PENSACOLA FL	32501
00-0S-00-9060-050-023	RUFFIN BARBARA 1/4 INT &	MARCIA G & HUMPHREYS GEORGE	E JR & HUMPHREYS MICHAEL J	WILLIAMS LAWRENCE 1/4 INT &	1473 EL MONTE DR	THOUSAND OAKS CA	91362
00-0S-00-9060-021-060	COWHAM ARTHUR III 1/7	JOHNSON JOYCE COWHAM 1/7	ATWOOD MARTHA &	KYLE JANICE 1/4 INT &	900 W INTENDENCIA ST	PENSACOLA FL	32501

APPENDIX F

PHOTO INVENTORY WESTSIDE NEIGHBORHOODS

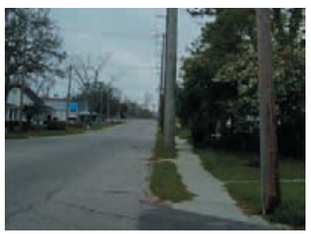
PREPARED BY THE RMPK GROUP

DETERIORATING STRUCTURAL CONDITIONS

DETERIORATING SITE CONDITIONS

VACANT AND BOARDED PROPERTIES

DEFECTIVE OR INADEQUATE STREET CONDITIONS



FAULTY LOT LAYOUT AND INCOMPATIBLE LAND USES

APPENDIX G

AMERICAN CREOSOTE WORKS
REMEDIATION INVESTIGATION STUDY AND CONCEPTUAL REUSE PLAN

AMERICAN CREOSOTE WORKS
701 S. "J" Street
Pensacola, Florida
County: Escambia
District: Northwest
Site Lead: EPA
Placed on National Priorities List 12/20/82
HWC # 002

Site Description and History

The American Creosote Works is an abandoned 18-acre site located in a moderately dense commercial/residential area of Pensacola. The site is slightly more than one mile southwest of the intersection of Garden and Palafox Streets, a landmark of downtown Pensacola. Pensacola Bay and Bayou Chico are approximately 600 yards south of the site.

American Creosote Works, Inc. (ACW) operated a wood preserving plant from 1902 until December 1981. Up until 1950, creosote was the preservative used in the treatment process. Pentachlorophenol was also used after 1950. Beginning in the 1940's, wastewater generated at the plant was discharged into two onsite, unlined surface impoundments. Prior to about 1970, wastewater in the ponds was allowed to overflow through a spillway and follow a drainage course into Pensacola Bay. In subsequent years, the wastewater was drawn off the ponds whenever pond levels were high and discharged on the plant property. During periods of heavy rainfall and flooding, the wastewater occasionally overflowed the containment dikes onto both onsite and offsite areas.

Threat

Past field and laboratory testing have shown contamination of soils, surface water, sediments and groundwater. Contaminants include a wide range of phenolic compounds and polynuclear aromatic hydrocarbons (PAHs) including pentachlorophenol, phenol, fluoranthene and naphthalene as well as dioxin. Contaminated soils are a potential health threat to the local residents through direct contact. Contaminated groundwater is a potential health threat to local residents using private irrigation wells. Pensacola Bay is threatened by potential discharge of contaminated groundwater.

Response Strategy and Status (July 2006)

Due to the improper disposal activities at the site, the then Florida Department of Environmental Regulation (FDER) enacted enforcement proceedings against ACW. The FDER issued a Notice of Violation in January 1981, and entered into a Consent Order with ACW in March 1981. ACW was unable to meet the requirements of the Consent Order and filed for re-organizational bankruptcy under the provisions of Chapter 11 of the Federal Bankruptcy Code.

An "immediate removal action" was completed by the FDER and the EPA during September and October of 1983. The two onsite impoundments were drained and the hazardous liquids treated

American Creosote Works
Page 2

by a portable treatment facility. The remaining sludges were stabilized with fly ash and covered with a temporary clay cap. EPA re-sodded and re-seeded the temporary clay cap in 1985. In December 1985, a fence and warning signs were installed by the FDER to restrict access to the site. Periodic fence repairs have been necessary due to vandalism.

The EPA initiated a Remedial Investigation/Feasibility Study (RI/FS) in 1984. The RI report was completed in January 1985, and indicated that contaminated soils and groundwater existed on- and offsite. A draft FS was completed followed by a public meeting in August 1985. The EPA recommended an onsite RCRA landfill to address contaminated soils, sediments and sludges. The EPA also recommended deferring the decision on ground water cleanup until more data were collected. FDER did not concur with the proposed soil remedy, indicating that there was insufficient data and an inadequate evaluation of alternatives to support the remedy selection. The EPA signed a Record of Decision (ROD) in September 1985.

Additional soil, surface water, and ground water samples were collected by EPA in June 1988. A Risk Assessment was completed by an outside contractor for EPA in June 1989 and included the development of soil and sediment cleanup levels. EPA initiated an in-house FS that included an evaluation of thermal treatment technologies. This study raised questions concerning the nature of groundwater contamination and the character of the stabilized sludges.

The EPA determined that the contaminated media at the site could best be addressed as two operable units (OUs): OU 1 addresses surface soils and sediments, and OU 2 addresses the stabilized/capped sludges, soils underlying the cap, and groundwater. After completion of the Amended FS, the EPA recommended bioremediation as the remedial alternative for OU 1. EPA signed a ROD for OU 1 in September 1989, with FDER concurrence.

Treatability studies, a Value Engineering Analysis by the US Army Corps of Engineers (USACE), and OU 1 design work was conducted between October 1989 and July 1991 to confirm that bioremediation would satisfy the OU 1 soil cleanup goals for dioxin and creosote contaminants. The results were inconclusive. An effective treatment train using bioremediation to remediate soils could not be developed.

Additional fieldwork was performed in 1990 and 1993 to obtain the additional data necessary to evaluate possible remedies for OU 2 and assess the risk posed by the contaminated groundwater, sludges, and underlying soils. Groundwater cleanup goals were developed to protect surface water from potential contamination by discharge of groundwater into the bay. The final baseline Risk Assessment and FS for OU 2 were submitted in November 1993.

Following a public meeting, EPA signed the Record of Decision for OU 2 (groundwater cleanup) in February 1994, with FDEP concurrence in July 1994. The remedy for OU 2 includes Phase I – recovery and offsite recycling of dense non-aqueous phase liquids (DNAPLs) followed by Phase II – groundwater recovery and treatment using enhanced bioremediation technologies.

The Remedial Design for Phase I, DNAPL recovery and recycling, was completed in June 1997 and included a field assessment and delineation of the subsurface DNAPL, pilot testing to

American Creosote Works
Page 3

determine of the physical characteristics and extractability of the DNAPL, and design of the extraction system. A State Superfund Contract (SSC) between EPA and FDEP was signed in September 1997, which commits the State to a ten percent cost share for DNAPL recovery as part of site cleanup. Onsite construction of the DNAPL recovery system was completed in September 1998. DNAPL recovery and recycling is ongoing. A total of approximately 111,400 gallons of DNAPL have been removed to date.

Concurrent with design and construction of the DNAPL system, the EPA continued to evaluate remedial alternatives to address onsite and offsite contaminated soils, sludges and sediments in surface drainage areas including the Pensacola Yacht Club drainage ditch, the historical drainage course for runoff from the site. The Focused FS for the Pensacola Yacht Club drainage ditch and offsite sampling to delineate dioxin and PAH contamination was completed in 1997.

EPA signed an Amended Record of Decision for OU 1 in May 1999. The OU 1 remedy calls for consolidation of contaminated sludge, soil, and sediment beneath an onsite surface cap. Soils in offsite residential areas and on the Pensacola Yacht Club property that exceed the remedial goals will be excavated and consolidated under the cap. Offsite soil cleanup goals include PAHs and dioxin. The 1 ppb dioxin cleanup goal is an interim cleanup goal until the National Dioxin Reassessment Study is completed and final cleanup criteria can be established.

The USACE, under contract with the EPA, completed a cap design for the OU 1 remedy in May 2002. In August 2002 the City of Pensacola requested that the EPA delay implementation of the OU 1 remedy until the City could perform a redevelopment study of the site and coordinate with the EPA to develop an OU 1 remedy that would be compatible with the future use plans developed. Subsequently, the EPA provided a Superfund Redevelopment Initiative (SRI) grant to the City to aid with this study.

In September 2002, the EPA and FDEP signed a SSC to perform an interim removal of contaminated offsite soils and sediments exceeding the EPA's current guidance levels. The SSC obligates the State to a 10% cost share for the cleanup costs. These soils and sediments have been temporarily relocated onsite, pending finalization of the OU 1 remedy (see below). Fieldwork on this interim remedy was terminated in November 2003. Work on the Pensacola Yacht Club ditch was postponed when the contractor encountered heavier than expected contamination levels adjacent to the ditch. The EPA and USACE is performing additional sampling to determine what modifications to the ditch cleanup approach are necessary to prevent releases of contaminated water and sediments to Pensacola Bay prior to completing this work. Excavation of contaminated soils in a drainage ditch located to the southeast of the site was determined to be necessary when samples collected in April, October, and November 2003 detected elevated levels of PAHs. Additional sampling will be determined in the future in order to delineate the contamination before remedial action is initiated.

In October 2003, the City of Pensacola adopted a future use plan for the site that includes a number of shops and other small businesses on the north edge of the site and leaves the majority of the site as a "green space" for recreational activities. The EPA, FDEP and USACE are currently evaluating the May 2002 design to determine what changes, if any, will be necessary to

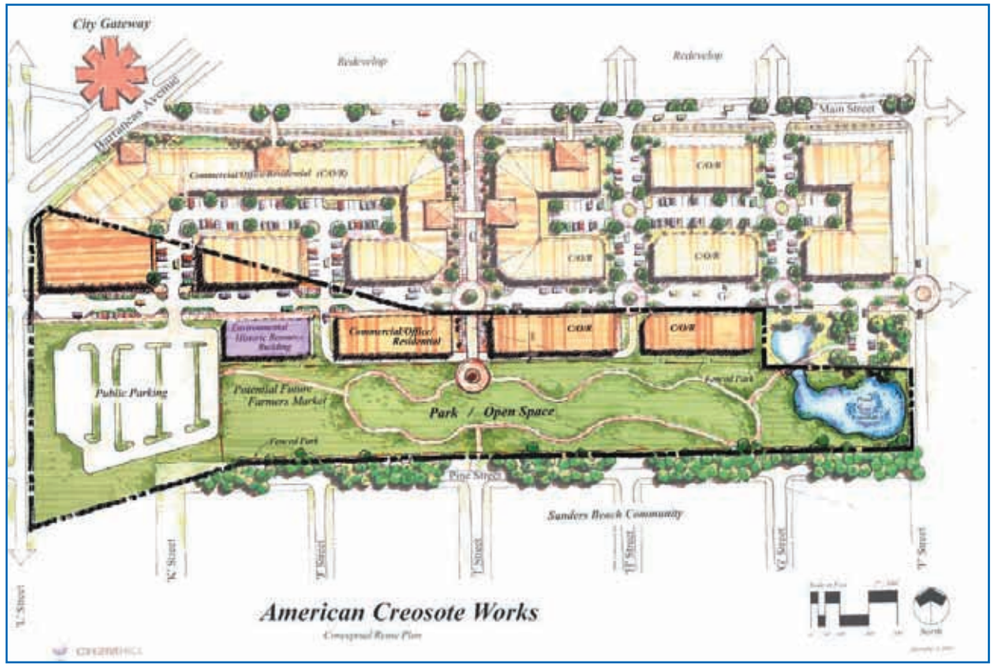
American Creosote Works
Page 4

adapt the cap design to the City's future use scenario. It was expected that USACE would provide the EPA and FDEP with recommendations for design changes to meet the City's planned use by the summer of 2004. However, this has been delayed due to the severe hurricane seasons experienced in Florida and other Gulf states in 2004 and 2005, including the direct impact of Hurricane Ivan on Pensacola in 2004. Damage to the site from Ivan was minimal, consisting mainly of an overturned office trailer, damage to the DNAPL treatment building and system components contained in the building and security fence damage.

OU 2 DNAPL remediation was delayed due to damage of the treatment system caused by Hurricane Ivan. Now, repairs to the system have been completed and the system is currently in operation. Results of a study performed by the USACE to improve the DNAPL recovery were received in October 2003. Based on the inconclusive results of that study, it was decided that additional groundwater sampling and further DNAPL recovery system evaluation would be required before making a decision. Installation of new monitoring wells, and other investigative studies, including installation and sampling of numerous offsite soil borings are in progress. It is likely that some DNAPL recovery wells will be replaced and/or relocated to optimize the DNAPL recovery.

Schedule

OU 2 Phase I, DNAPL recovery and recycling, will continue through at least 2007.It is likely that the DNAPL Recovery System will be modified, based on the results of the current round of soil and groundwater sampling. In addition, based on the evaluation of this offsite data, further offsite remedial measures may be indicated. Finally, it is expected that recommendations from the USACE for OU 1 design modifications, which will incorporate consideration of future site utilization, will be submitted in mid 2007.



Appendix G AMERICAN CREOSOTE WORKS REUSE PLAN

7.0 Recommended Reuse Alternative

Through the public involvement process, a series of alternative conceptual plans were developed. The first set (Concepts 1 through 6) was developed based on the input of the public at the first public meeting. Each of the next four concepts, in turn, was a refinement of previous concepts adding features that the community wanted or deleting those they did not want. The final concept represents an opportunity to meet the most of the original objectives identified by the public and to provide for the redevelopment of the surrounding area.

7.1 Conceptual Design

The recommended conceptual reuse plan represents a compromise between the desire by the community for open space and the desire to establish a commercially viable use of the property. **Figure 7-1** presents the conceptual plan in map view. The conceptual plan will consist primarily of a passive park with a walking path and decorative retention pond. Commercial buildings will be constructed along the south side of Gimble Street facing north. The buildings will be no deeper then 70 feet from the Gimble Street right of way. A parking lot will be constructed on the western portion of the ACW Site where the current wellfield exists to provide parking for park visitors as well as visitors of the commercial space. An educational resource building is also planned for the ACW Site. The following is a point by point description of the recommended conceptual reuse plan.

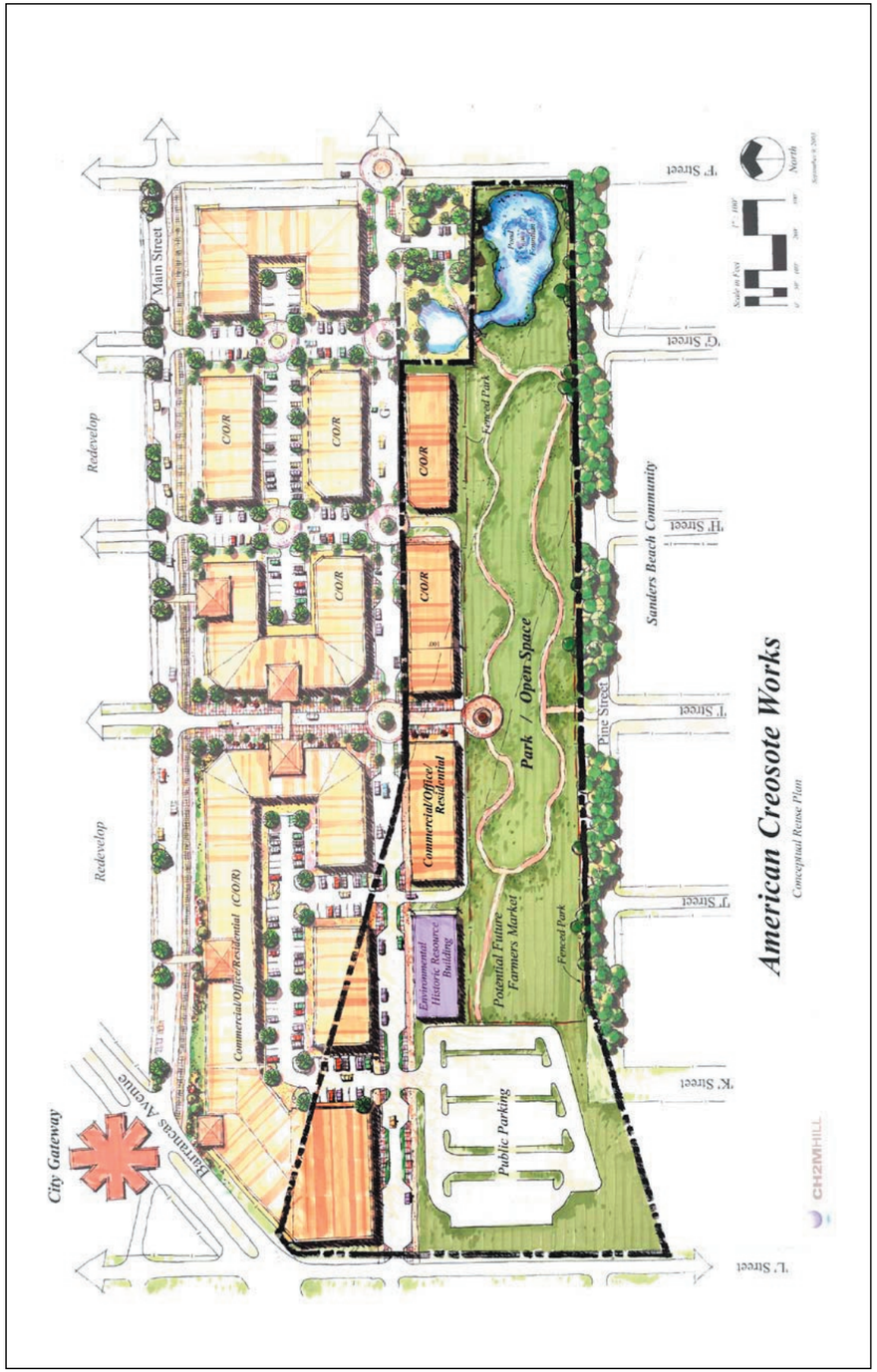


FIGURE 7-1. CONCEPTUAL REUSE PLAN

ACW.DOC

7.1.1 Passive Park

An open space/park facility will be developed on the ACW Site in the area generally located north of the Pine Street right of way, west of the "K" Street right of way, east of "F" Street and south of the retail/office/service buildings on the south side of Gimble Street. A decorative fence will enclose the park facility and gateways will be developed at key entry points. **Figure 7-2** presents the park location. **Figure 7-3** presents a conceptual view of the western entrance into the park.

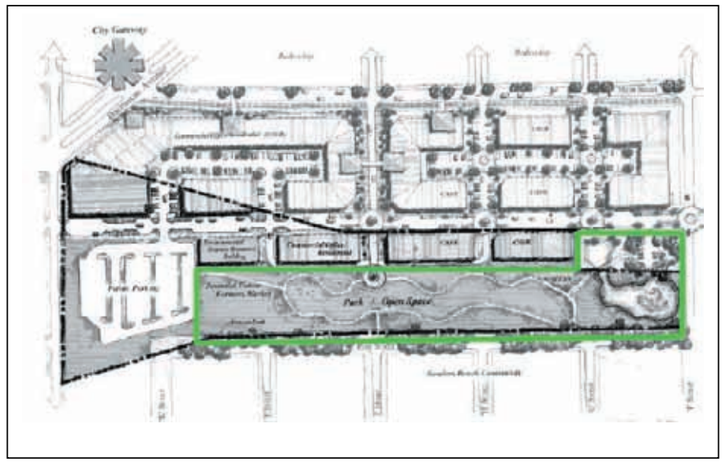


FIGURE 7-2. PASSIVE PARK LOCATION

PASSIVE PARK

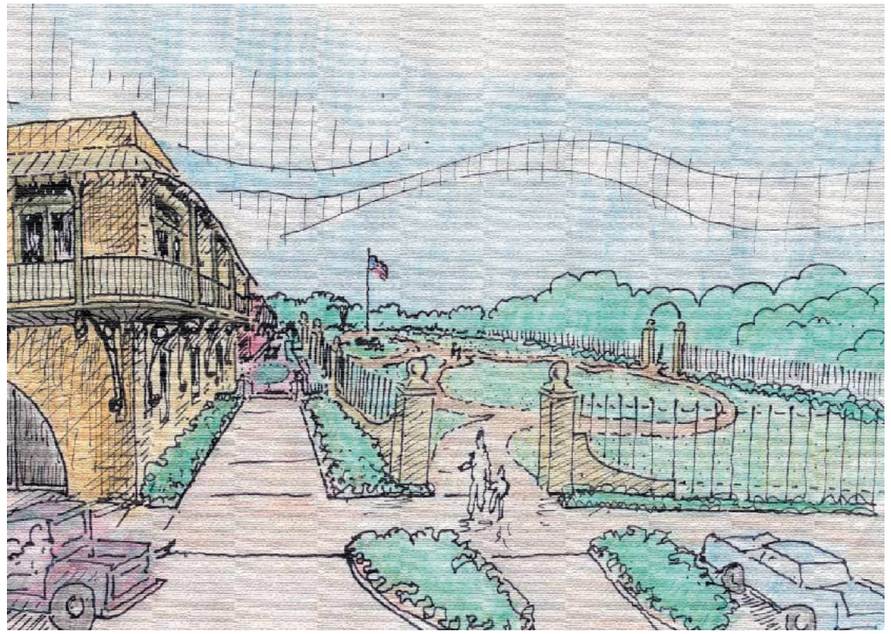


FIGURE 7-3. WEST PARK ENTRANCE

A walking trail will be developed in the park and other facilities suitable for passive recreation may be developed. The sidewalk may include decorative design features to enhance the appearance and provided uniformity throughout the area.

WALKING TRAIL

Facilities for a periodic farmers' market may be developed on the western side of the park facility.

FARMER'S MARKET

7.1.2 Pine Street

Pine Street is to be improved but not opened to through traffic. Street improvements would be made in the right-of way where necessary to provide local access to properties fronting on Pine Street. Portions of the Pine Street right-of-way may be incorporated into the open space/park facility located on the ACW Site. **Figure 7-4** presents the Pine Street location. **Figure 7-5** presents a conceptual view of the southern park entrance from Pine Street.

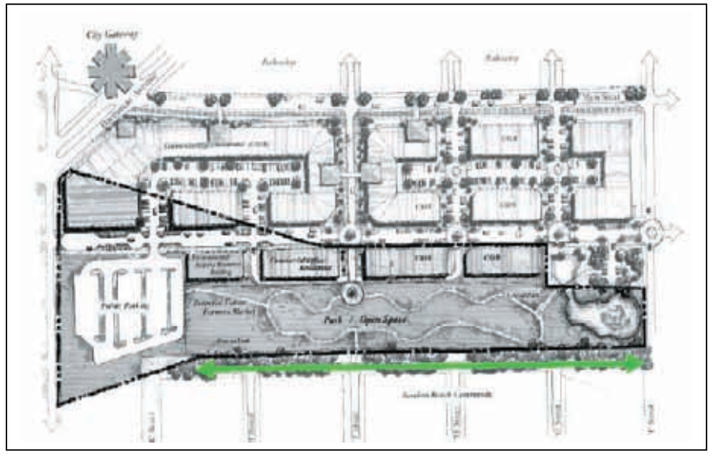


FIGURE 7-4. PINE STREET LOCATION

FIGURE 7-5. SOUTHERN PARK ENTRY FROM PINE STREET

DECORATIVE FENCE AND ARCHWAY

7.1.3 Gimble Street

Gimble Street is to be reconstructed from Barrancas Avenue to "F" Street. Road construction will be in a manner that inhibits speeding and does not result in creating "cut through" traffic. **Figure 7-6** presents the location of Gimble Street. The street will contain, at a minimum, a roundabout feature at "I" Street and a smaller roundabout feature at "F" Street.

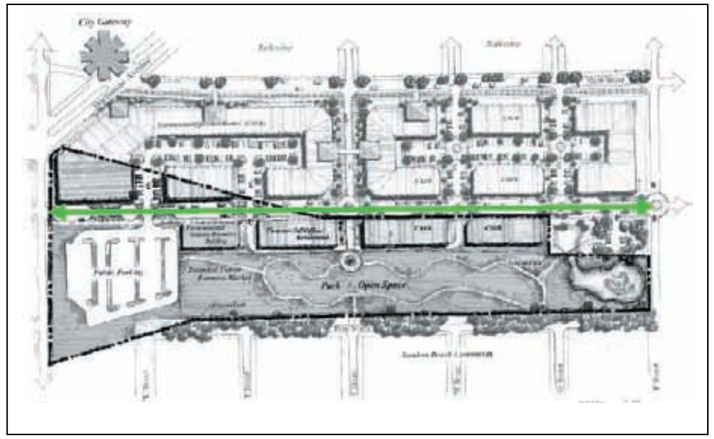


FIGURE 7-6. GIMBLE STREET LOCATION

The roadway will be developed to include sidewalks and on-street parking with parking bays parallel to the street and landscape areas (similar to Palafox Street and Belmont/DeVilliers). Streetscape will be landscaped and include streetlights. Underground utilities will be encouraged. **Figure 7-7** presents a conceptual view of how Gimble Street might appear looking towards the west.

Buildings north of Gimble Street that do not front on Main Street will be a maximum of three stories. Buildings north of Gimble Street will include office, retail, service and residential buildings to be designed in a scale consistent with the neighborhood and traditional neighborhood development principals.

ROUNDABOUT FEATURE

SIDEWALK IMPROVEMENTS

FIGURE 7-7. GIMBLE STREET LOOKING WEST

Development on the south side of Gimble Street on the ACW Site will consist of local retail/office/service buildings to be designed in a scale consistent with the neighborhood and traditional neighborhood development principals. Buildings on the south side of Gimble Street will not exceed two stories in height and will not encroach more than 100 feet into the ACW property. A building setback of 30 feet from the rear property line will be required to provide rear access to the buildings for loading/unloading and access/parking. Second floor residential may be permitted.

THREE-STORY BUILDING STYLE

TWO-STORY BUILDING STYLE

Front setbacks will be at the right-of-way line to create a sense of place and human scale/character along Gimble Street. Parking will provided on-street and in shared parking lots rather than in "suburban style" on-site parking lots. Balconies and canopies over the sidewalks will be required.

7.1.4 Main Street

Main Street will be reconstructed in a design suitable for the western gateway to the City and for Main Street, Pensacola. **Figure 7-8** presents the location of Main Street. A gateway entrance landmark will be created at Barrancas Avenue and Main Street. The streetscape will include sidewalks, landscaping, streetlights, on-street parking crosswalks and similar enhancements. Underground utilities will be required.

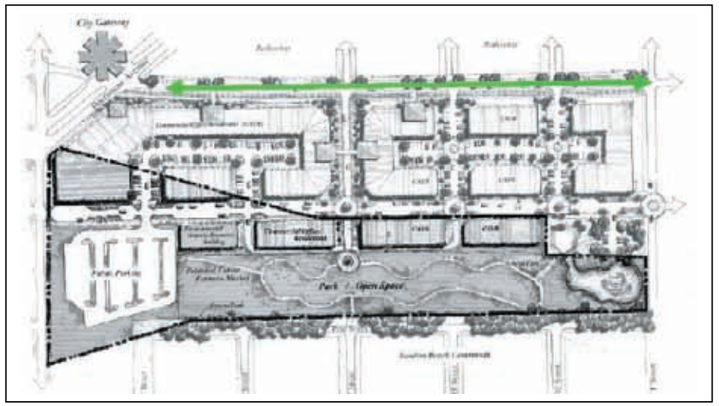


FIGURE 7-8. MAIN STREET LOCATION

Buildings along Main Street will not exceed four stories. Front setbacks will be at the right-of-way line to create a sense of place and human scale/character along Main Street. Parking will be provided on-street and in shared parking lots rather than in "suburban style" on-site parking lots. Balconies and canopies over the sidewalks will be permitted. **Figure 7-9** presents a conceptual view of how Main Street is proposed for redevelopment. The commercial land uses may be of a nature to attract a regional and community-wide market but will not include "Big Box" retail. A retail theme such as the "renovation district" may be developed to attract businesses of a similar type and to market the area to the region. Building design and architecture will be in a scale that is consistent with traditional neighborhood development principals.

The development of Main Street as shown in the conceptual designs assumes the lumber yard has moved to a more desirable location for industry-type businesses. Main Street development may be conducted in phases to encourage the industrial/manufacturing businesses to relocate and allow for more pedestrian-friendly commercial properties.

FOUR-STORY BUILDING STYLE

FIGURE 7-9. MAIN STREET LOOKING EAST

7.1.5 Side Streets

FIGURE 7-10. SIDE STREET LOCATIONS

Several side streets including "L", "I" and "F" Streets will be reconstructed with a design similar to Main Street and Gimble Street. Underground utilities will be required. **Figure 7-10** presents the side street locations. The principal gateway into the park facility will be located south of the roundabout at "I" Street at the intersection with Gimble Street. The area will include a secure access that can be locked at park closing time. A decorative fence and arch entrance gateway will be included at this location. The sidewalk from Gimble Street will extend into the park through the gateway at this location and connect to the park's walking trail. **Figure 7-11** presents a conceptual view of "I" Street looking south towards the park.

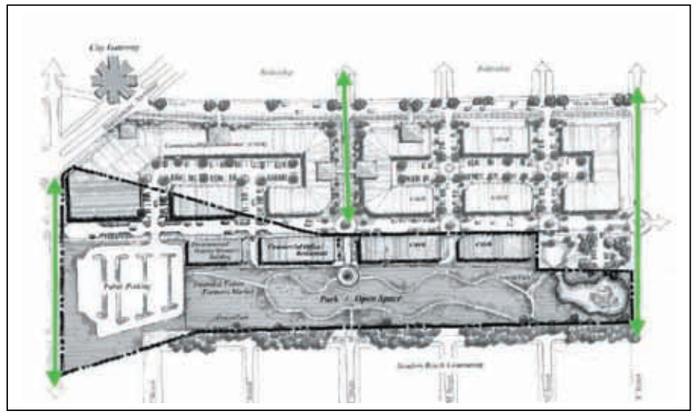


FIGURE 7-11. "I" STREET LOOKING SOUTH

7.1.6 Educational Resource Building

An educational/historical resource building will be developed on the south side of Gimble Street. **Figure 7-12** presents the proposed location of the educational resource building. The facility will include educational exhibits about the history of the ACW Site as well as the Superfund Program, site remediation efforts and other environmental issues. The facility will also include public restrooms and a snack shop. A small arboretum may be developed and could include the sale of plant seedlings. EPA is excited about this opportunity to educate the public on the Superfund Program and has commented there may be some available funding to construct and operate this resource building.

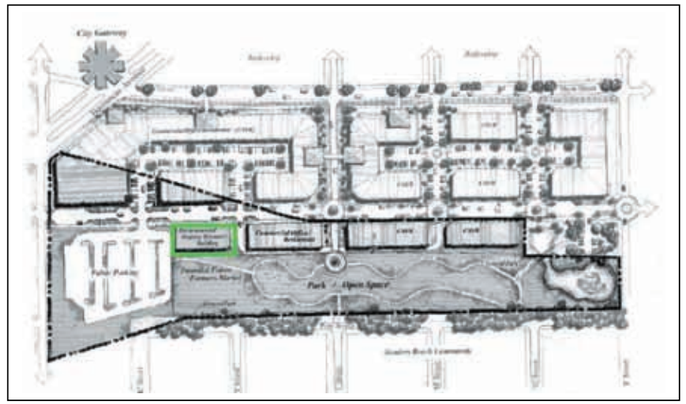


FIGURE 7-12. EDUCATIONAL RESOURCE BUILDING LOCATION

7.1.7 Wellfield/Parking Lot

A parking area will be provided on the western end of the ACW Site in the area generally between the "L" Street right-of-way and the "K" Street right-of-way. **Figure 7-13** presents the location of the wellfield/parking lot. This area will also include facilities for the EPA to continually access their wells. The parking lot will be accessed from "L" Street. An entrance into the park will be constructed from the parking lot. This parking lot will serve as the parking area for the nearby retail/office/service facilities as well as the resource building, park and periodic farmers' market.

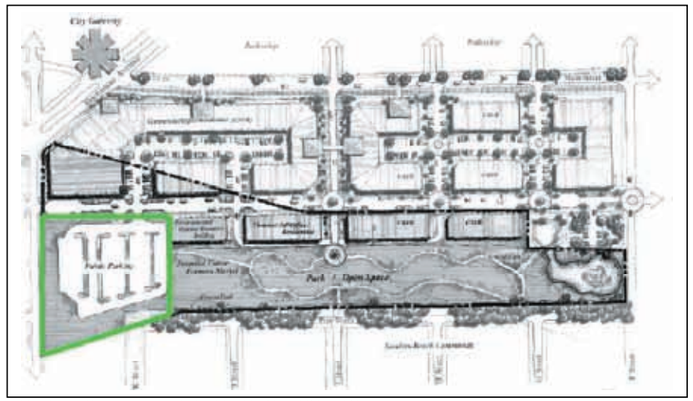


FIGURE 7-13. WELLFIELD/PARKING LOT LOCATION

7.1.8 Stormwater Retention Pond

A stormwater retention pond will be developed on the eastern end of the ACW Site (**Figure 7-14**). The pond may be designed to incorporate the existing pond to the north and will be permanently wet and be of a natural appearance. A fountain may be included as well as a walking bridge over the pond to connect to the walking trail in the park. Properties located at the southwest intersection of Gimble Street and "F" Street could be acquired and developed as a small parking facility for park access. Significant trees located on these properties will be preserved wherever possible.

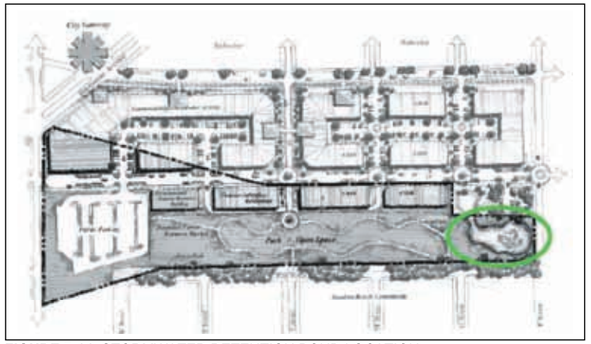


FIGURE 7-14. STORMWATER RETENTION POND LOCATION

RETENTION POND

FOOTBRIDGE

7.2 Implementation

Once the conceptual reuse plan has been endorsed by all stakeholders and receives City Council approval, the concept must be implemented in to the City's overall comprehensive plan. Implementation strategies are provided in the following sections.

7.2.1 Site Master Plan to Support Timely Development Integrated with Cleanup

The implementation of the recommended conceptual reuse plan can be phased and does support the timely development of the Site with the proposed cleanup activities. The park/open space feature on the southern two-thirds of the property can be started with the implementation of the cleanup. The development of the commercial areas on the northern one-third can be completed at a later date. At this time, the cleanup can proceed with the proper compaction and drainage design to handle such development in the future.

7.2.2 Compatibility with Community and Stakeholder Objectives

The recommended conceptual plan is compatible with the community and stakeholders' objectives. The conceptual plan provides for a balance between the commercial development of the Site while providing for a buffer between the commercial development and the residential development to the south.

7.2.3 Recommended Comprehensive Plan Amendments

To successfully implement the recommended conceptual reuse plan, a series of comprehensive plan amendments are recommended. The Future Land Use Map should be amended to eliminate the industrial land use designation of the Site. It is recommended that the Site be designated as commercial. If the City acquires the property, the open space/park portion should be designated as conservation. In the surrounding area, most of the industrial land use designation should be changed to commercial. Future land use and zoning amendment procedures are included in **Appendix B**.

7.2.4 Recommended Zoning Amendments

It is recommended that a Western Gateway Redevelopment (WGR) District zoning classification be created and applied to the area generally from Barrancas Avenue on the west to "A" Street on the east, Gimble Street on the south to Government Street on the north (**Figure 7-15**). The entire ACW Site should be initially included in the rezoning to the WGR District classification. The Redevelopment District classification will be similar to the City's existing Waterfront Redevelopment District and will include a list of permitted uses that are of a character suitable to the classification as well as building and site development design requirements. Design requirements will include regulations to promote redevelopment of the district in a character and scale that is consistent with traditional neighborhood development principals. A site plan review and approval process will be established to assure compliance with the design requirements of the district.

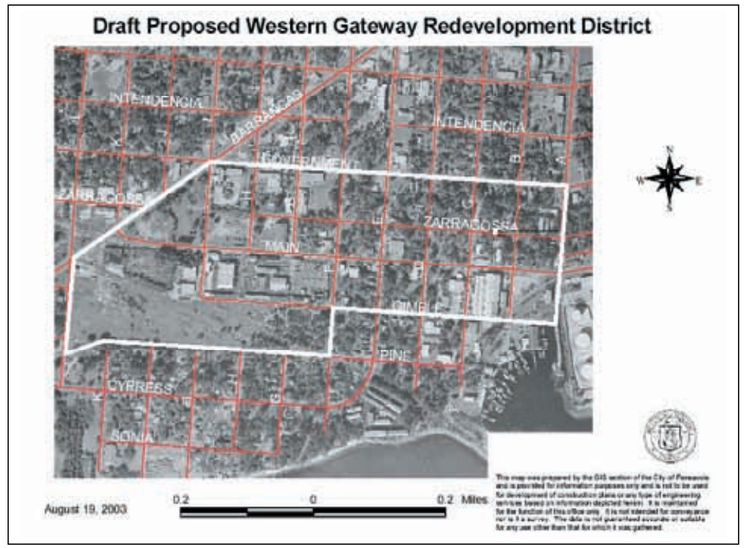


FIGURE 7-15. DRAFT PROPOSED WESTERN GATEWAY REDEVELOPMENT DISTRICT

Upon City ownership of the ACW Site, the area of the Site designated for the open space/park facility will be rezoned to Conservation District to assure the continued public open space/park use of this property. The industrially zoned properties surrounding the Site should be changed to the appropriate commercial zoning classification or the Western Gateway Redevelopment classification.

7.2.5 Deed Restrictions

The use of the southern two-thirds of the ACW Site should be restricted to public open space/park. Incorporate any institutional controls mandated by the contaminated media left on the Site (i.e., soil and groundwater restrictions).

7.2.6 Create a Community Redevelopment Area

Under Florida law (Chapter 163, Part III), local governments are able to designate areas as Community Redevelopment Areas (CRAs) when certain conditions exist. Since all the monies used in financing CRA activities are locally generated, CRAs are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans. Examples of conditions that can support the creation of a CRA include, but are not limited to: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of

Necessity determines that the required conditions exist, the local government may create a CRA to provide the tools needed to foster and support redevelopment of the targeted area.

The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area. Examples of traditional projects include: streetscapes and roadway improvements, building renovations, new building construction, flood control initiatives, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks and street tree plantings. The plan can also include redevelopment incentives such as grants and loans for such things as façade improvements, sprinkler system upgrades, signs, and structural improvements. The redevelopment plan is a living document that can be updated to meet the changing needs within the CRA; however, the boundaries of the area cannot be changed without starting the process from the beginning.

Downtown Pensacola's redevelopment is guided by the City's Community Redevelopment Agency which is comprised of the 10 City Council members and a citizenry determined to revitalize the historic waterfront city. Created in 1980, the Community Redevelopment Agency funds public infrastructure to foster private investment in new development and renovation. It is recommended that the City designate the general area north of the ACW Site as a CRA and that a tax increment-financing (TIF) district be established to fund infrastructure and redevelopment related improvements. The TIF district would include the entire ACW Site and those properties north of Gimble Street to Government, between Barrancas Avenue and "A" Street.

Several steps will have to be accomplished before the CRA becomes are reality. These steps are briefly outlined below.

- Adopt the Finding of Necessity. This will formally identify the blight conditions within the targeted area and establish the area boundary.
- Develop and adopt the Community Redevelopment Plan. The plan addresses the unique needs of the targeted area and includes the overall goals for redevelopment in the area, as well as identifying specific projects.
- Create a Redevelopment Trust Fund. Establishment of the Trust Fund enables the Community Redevelopment Agency to direct the increase in real property tax revenues back into the targeted area.

7.2.7 Brownfields Designation

EPA defines brownfield as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant". The remediation and redevelopment of brownfields is a key strategy in the City's overall redevelopment goals. Because brownfields present difficult challenges for redevelopment, many communities offer incentives to encourage private investment to return these underutilized sites to productive use. In 1997, the Florida Legislature established the Brownfield Rehabilitation Program that offers a number of economic and regulatory incentives for cleanup and redevelopment of sites that are officially designated as brownfields. In order for a site to become officially designated as a brownfield, the local government entity must adopt a resolution declaring the site a brownfield. Additionally, certain public notice and public input requirements must be fulfilled in accordance with the Florida Brownfields Redevelopment Act.

The brownfield designation process generally takes months to complete. In many cases, real estate deals are time sensitive transactions and cannot accommodate the time necessary to navigate through the brownfields designation process. Consequently, many potential redevelopers of brownfield properties develop on greenspace (undeveloped land) to avoid delays in their project. To avoid these delays, many communities proactively designate their older commercial/industrial areas as brownfields, rather than waiting until a property owner makes a specific request for designation. It is recommended that the City designate appropriate properties within the ACW study area as "Brownfield Areas" that may be eligible for incentives to help spur development in the area.

7.2.8 Restoration Design District

There is a strong interest in the community to see the establishment of small neighborhood retail within the ACW Site and the surrounding area. One way to accomplish this is to create a destination commercial area. This could be accomplished by locating one or more "Big Box" type of establishments in the area. Such projects are businesses that people drive to, thus a destination commercial establishment. However, the community is strongly opposed to any "Big Box" construction.

Another way to accomplish this goal is to co-locate small specialty businesses that draw people from a wide geographic area. This group of businesses then becomes the destination commercial area. This destination area can then support the small neighborhood retail shops desired by the community (such as cafés, etc.).

7.2.8.1 Concept

The City of Pensacola has a very long history. There has been and is ongoing restoration of old buildings and the construction of new buildings that have historical features. The restoration and preservation of historical buildings, the redecoration of older structures, and the construction of theme buildings is a large business in Pensacola.

The co-location of professionals, businesses, and trades specializing in these services would complement that business and would create the destination commercial area needed for the success of the redevelopment of the ACW Site and the surrounding neighborhood. The proposed name for such an area is the "Pensacola Restoration Design District."

It is important to think big on the impact of such an area. The market for these businesses could stretch west to Mobile, north into southern Alabama and southwest Georgia, and east to Tallahassee.

7.2.8.2 Description

The Pensacola Restoration Design District would be initially located along Main and Gimble Streets between "F" Street and Barrancas. It could grow west toward Pace Boulevard and north. Distinctive Kitchens and Wickes Lumber would be the seeds to the development of this area. Additional retail/office space would be located along Main and Gimble Streets.

These streets would be designed with on-street parking. Additional off-street parking would be provided behind the buildings and in public parking lots.

The intention is to attract professional, specialty trades and retail businesses to the area to create a destination commercial area. As a result, a variety of jobs with different skill levels and pay levels would be created. The local schools could become involved to develop an educational program to teach the necessary trades and skills needed by the businesses of the area.

A key landmark would be established on Barrancas Avenue to identify the area as the Pensacola Restoration Design District. The redevelopment of the area would be designed to encourage pedestrian activities in the area.

Examples of other design districts throughout the country are presented in **Table 7-1**.

TABLE 7-1
Examples of Design Districts

Miami, Florida Population 362,470	The Miami Design District is an 18 block "Community of Design" located in Miami, Florida. The district is located just north of downtown Miami between North Miami Avenue and Northeast 2nd Avenue and 38th Street and 42nd Street. This area is becoming the home of interior designers, architects, home furnishing, art galleries, and furniture and design showrooms. It is open to the public Monday through Saturday. The development plan for the District is based on a pedestrian-friendly community. More information can be obtained from the website at (http://www.designmiami.com).
Key West, Florida Population 25,478	The Flagler Street Design District includes a wide variety of stores that sell everything from plumbing fixtures to wallpaper to furniture. They sell upscale products to people who are building new structures or redecorating old ones. More information can be obtained from the website at (http://www.upperkeysreporter.com/special1/specialcontent/special1.htm).
Memphis, Tennessee Population 650,100	The Memphis Antique & Design District is located between Central Gardens and Chickasaw Gardens. It is home to shops, showrooms, and studios, which feature antiques, decorative arts, interior design, artisan's wares, decorative appointments, and furnishings. Products include furniture, accessories, art, oriental rugs, gifts, fabric, ceramic tiles, stained glass, architectural elements, jewelry, silver, and much, much more. More information can be obtained from the website at (http://www.memphisantiquedistrict.com).
Atlanta, Georgia Population 416,474	Miami Circle Design District is located off Piedmont Road just north of the Lindbergh MARTA station. The District has grown to more than 70 shops since its beginning in the 1970s. More information can be obtained from the website at (http://www.buckhead.net/miamicircle/).
Savannah, Georgia Population 131,510	Starland Design District is located south of the Savannah historical district encompassing some forty blocks of midtown Savannah. The District was started in 1998 and is an Urban Renewal and Neighborhood Revitalization project. It is centered on the old Starland Dairy property and includes the surrounding commercial and residential neighborhood. The purpose of the District is to serve as a focal point where artists, designers, craftspeople, clients and neighbors can work, live, and discover one another. Sixteen businesses are currently located in the District. More information can be obtained from the website at (http://www.starlandsavannah.com/).
Dallas, Texas Population 1,188,580	The Dallas Design District is located in the old Trinity Industrial District just west of downtown Dallas. The area has a multiple use zoning that allows retail, residential and research. It is adjacent to the Trinity Antique District. Historically, the showrooms have been closed to the public. These days, several showrooms openly court the public, and Slocum Street has attracted about 30 antique dealers. Many showrooms stay open until 6 p.m. weekdays and they are open Saturdays.

TABLE 7-1 (CONTINUED)
Examples of Design Districts

Solana Beach, California Population 12,979	The City of Solana Beach designated the Cedros Design District in 1995. Originally a dusty farm road, in the 1940s Quonset huts were constructed to house the Bill Jack Scientific Instrument Company. When the company went out of business in the 1970s, the huts were converted to other uses such as artist's lofts, woodworking studios and offices. Today, there are 85 specialty retail establishments including interior designers, architects, art galleries, custom-home furnishing outlets, antiques and collectible malls and chic clothing and jewelry shops. More information can be obtained from the website at (http://www.cedrosdesigndistrict.com/).
San Francisco, California Population 776,733	The San Francisco Design Center is celebrating its 30th anniversary and is a major destination center for design products on the west coast. This center is a collection of showrooms with offerings from floor coverings, to furniture, fabric, and wall coverings. These showrooms carry products from over 2,000 manufactures. More information can be obtained from the website at (http://www.sfdesigncenter.com/).
Seattle, Washington Population 563,374	Seattle Design Center was established in the early 1970's. It is the regional center for interior designers, fine furniture manufactures, and home furnishings for the Pacific Northwest. It has more than 60 showrooms and 360,000 square feet. The Design Center has been instrumental in establishing the Seattle Design District. Home to metal fabricators, textile manufactures, tile and granite suppliers, as well as numerous small businesses. More information can be obtained from the website at (http://www.seattledesigncenter.com/).

7.2.9 Park Improvements/Structures/Sidewalks/parking

The recreation and open space improvements on the ACW site would be of a passive park type of design. For example, the landscaping would include grass and shrubs. Large trees would not be allowed due to the cap on the property. A sidewalk loop through the property and connecting access points at the four quadrants is contemplated. Benches and trash receptacles will also be provided.

A gateway entrance would be provided on the north side at I Street. This gateway is envisioned as a large gated structure that would create a grand entrance to the park. On the Gimble Street right-of-way large trees would be planted to enhance the entrance. Three additional entrances to the park are proposed, but they would be of a simple gated design. It is also recommended that a fence enclose the Park. A fence that looks like wrought iron has been proposed by the community.

A stormwater management pond is proposed at the east end of the property. This facility would be part of the remediation plan for the site. Between this pond and the existing pond for Wickes Lumber a small footbridge is proposed. If the ponds are connected, this bridge would provide access to the park. If the ponds are not connected, the bridge would provide an illusion of a larger pond.

On the west end of the property a parking lot is proposed. This lot would be designed to provide access to the wells that are located in this area. Trenches would be provided to locate the collection system piping. The pipes would be located in the trenches. The trenches could be graveled packed or have a metal grate covering to provide access to the piping.

7.2.10 Infrastructure Improvements/Streets

The Site is surrounded by water and sewer infrastructure. Water and sewer improvements should be designed at this time to determine if improvements are required in the Gimble Street right-of-way found on the ACW Site. With these facilities located in the Gimble Street right-of-way, the future commercial development can connect to those facilities. No other on-site improvements to those systems are contemplated at this time.

Drainage and stormwater management is the major infrastructure improvement needed on Site as well as off-site. The current ROD provides for the drainage of the Site to flow to the northern property line and then to the east to a retention pond located at the eastern end of the Site. With the location of the commercial development along the northern edge, the drainage patterns will have to be reconsidered. The stormwater collection system should be located at least 100 feet south of the Gimble Street right-of-way.

With the recommendation of additional commercial development in the vicinity of the ACW Site, stormwater management will become an important issue throughout the area. A master stormwater management plan for the study area should be developed as soon as possible to identify required land acquisitions and opportunities to combine facilities to save money.

In addition, "I" Street is currently an unimproved right-of-way between Main Street and Gimble Street. It provides access to two business located on the west side of the Road. "I" Street should be improved to provide better access to the adjacent properties and to provide a gateway entrance to the recreation and open space improvements on the ACW site. It is envisioned that "I" Street improvements would include a paved two-lane road, on-street parking, and wide sidewalks. Streetscape and traffic calming design would be incorporated into the overall plan of the right-of-way.

7.2.11 Acquiring Property in the Area

As the area redevelops, stormwater management and parking issues will develop. It may be necessary for the City (or the CRA) to acquire some additional land to promote the redevelopment of the area. For example, rather that having a series of small retention/ detention ponds on each parcel, one regional retention/detention pond is more efficient and cost effective. The City could acquire a parcel of land to locate such a facility.

Another example is the need for parking in the area. Due to the way the property was historically subdivided, there are numerous small parcels of land. While the plan recommends on-street parking additional off-street parking will be required. As part of the overall plan for the area, the City may provide one or more parking lots for the area.

A third example, is the issue of brownfields. These sites could be acquired and used for the above describe parking facilities. Or they could be acquired for lease or to be combined with other smaller parcels to create a developable parcel.

One issue that often is raised when land acquisition is discussed for these purposes is why should public money be used to solve private property problems. If a TIF method is used to acquire property for these purposes, the property owner, through his taxes, is paying for these improvements. Another method would be through a special assessment requiring the properties that benefit from the improvements to pay for those improvements. A third

method could be a fee such as a stormwater utility fee where the beneficiary pays for the improvements.

7.2.12 City of Pensacola Capital Improvements Budget

Money for the improvements to Main Street, Gimble Street and Pine Street, and stormwater management improvements should be included in the City of Pensacola Capital Improvements Budget.

7.2.13 Economic Development Incentives

Economic Development incentives such as offered by the Enterprise Zone and the Commercial Façade Program will be offered to attract businesses to the area.

7.2.14.1 Enterprise Zone

An Enterprise Zone is a specific geographic area targeted for economic revitalizing. Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries.

The need for incentives and effective tools to overcome the challenges and impediments to business development in the City's older core area led the City, in partnership with the Pensacola Area Chamber of Commerce, to request legislative authorization to apply to the Office of Tourism, Trade and Economic Development to designate an Enterprise Zone within an eligible area of the City. Legislative authorization was granted and approved by the Governor effective May 31, 2002. Creation of the Enterprise Zone was granted by Governor Jeb Bush on January 1, 2003.

The City of Pensacola Enterprise Zone was selected in accordance to physical area and population criteria as set forth in Section 290.0055(4), Florida Statutes, and pervasive poverty and general distress criteria of Section 290.0058(2), Florida Statues. The Enterprise Zone is comprised of one contiguous area of 5.9 square miles and comprising all or portions of Census Tracts 1, 3, 4, 6, 8, 13, 14.01, 15, 16, 18, 19 and 21, all within the City of Pensacola. The ACW Site is located within Census Tract 3.

The City's mission is to revitalize the Enterprise Zone area by creating an economic and social environment that will induce investment in productive business enterprises, increase jobs and economic opportunities for the residents. Goals for the Enterprise Zone are as follows:

- Enhance the general appearance of the Enterprise Zone
- Create an environment safe for businesses and residents to work and play
- Promote reuse and cleanup of contaminated (real or perceived) sites in the Enterprise Zone
- Improve public infrastructure to support business development and to create an active, vital community
- Enhance housing opportunities in the Enterprise Zone

- Expand and improve access to education and training opportunities for residents of the Enterprise Zone
- Develop, recruit, retain and/or expand businesses that create livable wage jobs in the Enterprise Zone

7.2.14.2 Commercial Façade Program

The Commercial Facade Program provides the use of public funds to leverage private investment for general facade improvements to structures and/or to eliminate slum and blighting influences in the Pensacola Enterprise Zone and within eligible areas of the Community Development Block Grant target area within the city limits of Pensacola. It is intended to enhance the urban framework by encouraging owners of existing buildings to restore or renovate their building storefronts, thereby improving the area's physical characteristics and enhancing the visual quality and attractiveness of the commercial environment. This effort in turn is expected to stimulate occupancy of vacant buildings as small businesses and offices relocate within the targeted areas.

The Façade Program funding of exterior building improvements shall apply to (1) improvements making the property suitable for commercial, office, or mixed-use occupancy; (2) applicants who are owners of the property for which the Façade Program funds are being sought (tenants are not eligible to apply); and (3) Owners of multiple properties within the designated program area may submit an application for improvement of only one property at a time. Additional applications submitted after the initial application has been made, will only be considered if no other first-time applications are submitted and funds are available. First time applicants will have priority over repeat applicants.

Eligible activities are limited to exterior building improvements and the correction of code violations and include:

- Removal of elements which cover original architectural details and design
- Replacement of existing signs with new signage/lighting, if attached to the building
- Addition and/or replacement of awnings/doors/windows
- Façade Improvements, such as storefronts, display windows, painting or store exterior lighting, visible roof repairs
- Overall replacement of architectural elements, which have structural problems
- Painting, cleaning, re-pointing mortar joints of masonry
- Repairs or alterations designed to enhance the immediate exterior environment of the property
- Other activities that are limited to the correction of code violations if cited prior to application
- Any item eligible under Community Development Block Grant for this program activity

7.3 Plan Endorsement

Through a series of workshops and presentations to area interest groups, the City has received overwhelming support for the Conceptual Reuse Plan. To date, the Conceptual Reuse Plan has been endorsed by the American Creosote Works Superfund Site Redevelopment Steering Committee, the Sanders Beach Community Association, the Pensacola Area Chamber of Commerce, the Downtown Neighborhood Council, Pensacola Yacht Club as well as the City's Planning Board, Environmental Advisory Board, and Enterprise Advisory Board. Copies of endorsement letters received to date are included in **Appendix E**.

Appendix H FUNDING SOURCES

This appendix provides a list of some commonly used financial programs that can be employed in redevelopment efforts in the Westside Redevelopment Area. This list is not intended to be comprehensive, as programs expire or are established continuously and a number of programs exist that can be applied innovatively to fund redevelopment initiatives. This list provides a brief overview of the various local, state and federal sources that have been utilized for similar projects in other areas. In general, a variety of financing options are presently available to the City of Pensacola Redevelopment Agency.

Community Development Block Grant (CDBG): HUD

CDBG are disbursed by the US Department of Housing and Urban Development (HUD) for use by cities in addressing urban development needs. The program provides an opportunity for eligible municipalities and counties to compete for funds to improve local housing, streets, utilities, and public facilities. The primary purpose of this program is the development of viable urban communities by providing housing opportunities and an enhanced quality of life primarily for low income and moderate income residents.

Community Services Block Grant Program: Florida Department of Community Affairs

The Community Services Block Grant Program was created by the federal Omnibus Budget Reconciliation Act of 1981 to provide a range of services to assist low-income people in attaining the skills, knowledge and motivation necessary to achieve self sufficiency.

Cultural Facilities Grant

This grant, through the Florida Department of State, Division of Cultural Affairs, is used for construction of cultural facilities including arts, historical and science museum and has a maximum of $500,000. A 50% cash match is required. The architectural planning must be completed.

Emergency Shelter Grants (ESG)

This program is designed to help communities meet the basic shelter needs of homeless individuals and families. Part of HUD's award-winning Continuum of Care initiative, these grants also provide transitional housing and a variety of support services designed to move the homeless away from a life on the street toward permanent housing.

Florida Communities Trust: Florida Department of Community Affairs

Florida Communities Trust (FCT) is a state land acquisition grant program that provides funding to local governments and eligible non-profit environmental organizations for acquisition of community-based parks, open space and greenways that further outdoor recreation and natural resource protection needs identified in local government comprehensive plans

Florida Department of Environmental Quality: Coastal Partnership Initiative

This initiative is designed to support innovative local-level coastal management projects in four program areas: public access, remarkable coastal places, working waterfronts, and community stewardship. Governmental, educational, and non-profit entities can apply, and the Florida Coastal Management Program offers technical assistance and training along with the more traditional funding support. Financial awards are limited to no more than $50,000 and no less than $15,000 and may be used for planning and coordination activities, land acquisition, small construction, or capital improvement projects. If the type of assistance provided through the grant contract is financial assistance, the recipient will be required to provide 100% matching funding, which may be cash or in-kind

Florida Department of Transportation's Local Agency Program

The program is designed to provide funding and technical assistance to local governments interested in implementing federal aid transportation projects.

Florida Greenways and Trails Program

The Florida Department of Environmental Protection administers this grant, which can be used for acquisition of property for linear corridors, open space connectors and trails. There is a cap of $5,500,000 with no match required.

Florida Hurricane Housing Recovery Program (HHRP)

The State of Florida in response to the damage caused by the hurricanes approved funding to help communities meet the housing needs of their residents and allocated $23,816,315 to Escambia County through the Hurricane Housing Recovery Program.

Family Unification Program

The purpose of this program to is reunite parents with their children and/or prevent the removal of children from the household due to housing issues. Vouchers for this program are available to those families who are referred by the Department of Children and Families Protective Services unit. This program is administered by the City of Pensacola's Department of Housing.

Florida Arts Grants: Florida Office of Cultural and Historic Programs

This program administers a variety of culture and arts grant programs for non-profit Florida organizations and individuals, supporting a wide range of cultural activities, which provide access to the arts for all of Florida's residents and visitors.

Florida Recreation Development Assistance Program (FRDAP)

This annual, state recreation assistance program may be used for recreational land acquisition, park design and construction. Active park amenities are normally afforded a higher priority than passive parks. With a limit of $150,000, projects may be phased over several years. Grants under $50,000 require no match. Grants over $50,000 require a 50% match.

Family Self-Sufficiency (FSS) Program - This program is a voluntary program available to those families currently receiving assistance through the Section 8 program. The goal of participants who enroll in the FSS Program is to obtain self-sufficiency through job training and education. Benefits include an escrow account provided by the City to the family if the family fulfills the terms of the FSS contract. This program is administered by the City of Pensacola's Department of Housing.

General Revenue Bonds

For the purposes of financing redevelopment actions, the City may also issue general obligation bonds. These bonds are secured by debt-service millage on the real property within the City and must receive voter approval.

Historic Preservation Grants: Florida Office of Cultural and Historic Programs

This program awards $1.5 million annually in basic matching grant assistance for the restoration of historic structures, archaeological excavations, recording of the historic and archaeological sites, state historical markers and historic preservation education projects.

History Museum Grants: Florida Office of Cultural and Historic Programs

This program awards $1.5 million annually to assist historical institutions with basic operating expenses and with the development of exhibits relating to Florida history.

HOME Again

This program is designed by the Florida Housing Financing Corporation to provide financial assistance to homeowners who were severely impacted by the hurricanes with repair or reconstruction of their homes. In December 2004, the Housing Finance Corporation approved the City of Pensacola's application for Disaster Relief HOME Assistance Program.

HOME Reconstruction Program

Through this program financial assistance is provided for reconstruction to that have deteriorated beyond the scope of housing rehabilitation within the scope of the CDBG Housing Rehabilitation Programs. Through this program, 13 houses have been reconstructed within the West Side Neighborhood since its inception in 2002.

Housing Rehabilitation Loans/ Grants

This program assists in the rehabilitation of existing residential property for low and moderate income homeowners. The funds are available to the homeowners as a combination of grants and loans. As part of the CDBG program, this program has addressed the needs of around 138 houses in the West Side Neighborhood planning area.

Keep America Beautiful (KAB) Grant

Annual landscaping grant program administered through the State Department of Agriculture. With a $20,000 limit, projects may be phased.

Land and Water Conservation Fund

These are federal monies used for land acquisition, development or renovation of parks and open spaces. The program is administered by the Florida Department of Environmental Protection and requires a 100% match.

Local Law Enforcement Block Grants Program

Administered by the U.S. Department of Justice, this program can be used to fund hiring, training, employment of additional law enforcement, and establishment of crime prevention programs between the community and law enforcement personnel.

Mainstream Program

This program is available to families whose head of household is disabled and non-elderly (under the age of 62). The Housing Department staff works closely with eligible applicants to provide the supportive services necessary for eligible persons to find suitable affordable housing under this program. This program is administered by the City of Pensacola's Department of Housing.

Pensacola Area Chamber of Commerce-Foundations/Military

Foundations for the Future is a program developed in 1994 and designed to raise $5 million to escalate economic development efforts in the Pensacola area. Efforts are focused in the areas of business development and retention, armed services development and retention, and tourism development and retention.

Pensacola-Escambia Development Commission (PEDC)

The PEDC is the board responsible for the promotion and development of industrial, tourist, and commercial attributes and facilities in the area. The nine member board consists of representatives from the City, the County, the Town of Century, and the Chamber of Commerce. The City provides funding jointly with the County through an interlocal agreement.

Pensacola Community Initiatives Program(PCIP) This program provides cash grants on a competitive basis to eligible neighborhood organizations to improve the quality of life in the City. Neighborhood organizations can apply for up to $5,000 or $10,000 in matching grants funds for improvements in the neighborhood. The organization must match the City's contribution with volunteer time, in-kind donations of materials, supplies, services or cash

Redevelopment Revenue Bonds

The provisions of F.S. 163.385 allow the City, in conjunction with the CRA to issue "revenue bonds" to finance redevelopment actions. The security for such bonds is based on projected tax increment revenues used to finance the long-term bond debt. Prior to the issuance of long-term revenue bonds, the City or the CRA may issue bond anticipation notes to provide up-front funding for redevelopment actions until sufficient tax increment funds are available to provide debt service on a bond issue.

Section 8 Housing Choice Voucher Program

This program assists extremely low and very low income families pay their rent through subsidies provided by the Department of Housing and Urban Development. This program is administered by the City of Pensacola's Department of Housing.

Small Business Administration Programs

The U. S. Small Business Administration has a number of programs that can be used to help develop new businesses or enhance existing businesses.

Small Business Administration (SBA) Tree Planting Grant

Annual tree planting grant geared toward supporting nursery operations and landscaping contractors with less than 100 employees. Has a $20,000 limit.

Special Category Grants: Florida Office of Cultural and Historic Programs

This program funds major historic building restoration, archaeological excavations, and museum exhibit projects on the human occupation of Florida. Funding is dependent on an annual appropriation of funds by the Florida Legislature. This amount has averaged around $10 million in recent years, and typical grants have ranged from $50,000 to $250,000.

State Housing Initiatives Partnership (SHIP) Affordable Housing Program

This program is sponsored jointly by Escambia County and the City of Pensacola. The primary goal of the SHIP program is to assist lower income families to attain and/ or maintain affordable home-ownership through housing development, rehabilitation and repair assistance. **Two programs** are available to first time homebuyers under the SHIP Program.

Under the **SHIP First Time Home Buyers Program**, eligible low and moderate families may qualify for up to $7,500 for down payment and closing cost assistance who, otherwise, qualify for bank or private first mortgage financing. The monies are offered in the form of a grant, which is a forgivable loan.

The **SHIP Urban Infill Housing Development Program** uses vacant or abandoned properties located within designated City redevelopment targeted areas as sites for the development of new affordable homes. Eligible low and moderate families may qualify for a maximum SHIP down payment (mortgage reduction) no interest forgivable loan up to $25,000. Since 2001, 60 homes within the West Side Neighborhoods have received SHIP rehabilitation or repair assistance.

US Army Corps of Engineers

The Corps of Engineers provides planning support and technical assistance to communities looking to revitalize brownfields in their communities.

US Department of Commerce

The Economic Development Administration (EDA) within the Department of Commerce offers several programs that provide funds for revitalizing brownfields, including the Public Works and Economic Development program, the Economic Adjustment program, and the Planning Program for Economic Development Districts, Redevelopment Areas, and State and Urban Areas.

US Department of Transportation (DOT)

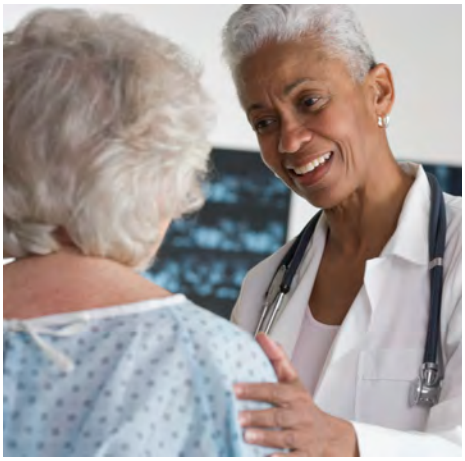
The DOT provides funds for communities engaging in brownfield redevelopment through improving local road infrastructure and public transportation planning and development.

Weed and Seed Grant

Weed and Seed is a U.S. Justice Department strategy designed to help communities bring together people and resources to prevent and control crime and improve the quality of life. The local Weed and Seed strategy is a community based and comprehensive multi-agency approach to law enforcement which supports the "weeding-out" of crime and drug activity, and the "seeding-in" of services and activities that stabilize neighborhoods, prevent crime and blight.

ATTACHMENT D

West Moreno District Reconnaissance & Strategic Assessment (2014)



LiveWorkLearnPlay

West Moreno District

Pensacola, Florida

Reconnaissance & Strategic Assessment

September 2014

ESCAMBIA COUNTY FLORIDA

BAPTIST HEALTH CARE

The City of PENSACOLA

BAPTIST
ERATION OUTREACH
GING HEALTH CARE TO
OMELESS
Christ Co nity

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BAPTIST

Executive Summary

Executive Summary

Mandate & Methodology

Live Work Learn Play (LWLP) has been mandated by the City of Pensacola, Escambia County, and Baptist Health Care to examine the neighborhood that surrounds Baptist Hospital's downtown campus, specifically a two-block section on the southwest corner of West Moreno and E Street. The purpose of this analysis is to offer broad neighborhood revitalization strategies and to explore the potential to leverage Baptist Hospital's growth and expansion needs as a catalyst to create a mixed-use neighborhood core and central gathering place that would serve the neighborhood residents and employees, as well as Baptist employees, patients, and visitors.

This Reconnaissance and Strategic Assessment is the culmination of a four-month engagement. In the development of this report, LWLP has drawn upon a combination of on-site reconnaissance, primary research such as stakeholder interviews, focus groups, and targeted surveys, along with a thorough review of existing and previously issued reports and studies. What follows reflects our analysis, vision, planning and development strategies, and articulates a series of key recommended next steps to advance the project towards implementation in a manner that marries public and private sector objectives.

Stakeholder Objectives

The coalition of the City, County, and Baptist Health Care would not have been possible without the intersection of key civic and corporate objectives. First, Baptist's desire to consolidate administrative functions into a new professional office building, and, in so doing, availing itself of additional space in its medical towers for its growing medical office needs represents the cornerstone of the partnership. Couple this desire with the City and County's longstanding efforts to revitalize the Westside of Pensacola, and the result is a unique opportunity to catalyze the resurgence of a neighborhood that has been long underserved.

A mixed-use neighborhood center like the one envisioned in this report would not only serve Baptist's practical office needs, but its retail and public realm components could provide a nexus of community life for the hospital campus and the neighborhood. The active neighborhood core would be a crucial step toward achieving the public goals of neighborhood revitalization by offering residents access to daily needs and entertainment, as well as spurring additional private investment in the area.

Context & Overview

Downtown Pensacola has enjoyed a sustained influx of public and private investment, resulting in increased property values, burgeoning residential and office demand, and perhaps, most importantly, a renewed appreciation of walkable, mixed-use environments. Additionally, the construction of the new waterfront ballpark and adjacent private development is representative of the nationwide trend of economic and community development by way of the creation of a vibrant urban core.

Baptist Health Care is one of the most honored and respected healthcare providers in the country, and its level of care is unmatched in the region, particularly in the areas of orthopedic and cardiovascular care. Baptist and its subsidiaries employ over 5,500 people within the downtown neighborhood alone. The hospital is growing, both physically and economically, and is therefore in a position to significantly and positively affect the adjacent neighborhood.

However, the Baptist Campus and the surrounding neighborhood currently face significant challenges that are inhibiting private investment in the area, and public investment in the area has yet to spur meaningful change. Crime and poverty rates are high, and dilapidated houses, a largely inconsistent sidewalk network, and limited neighborhood services and amenities mar the landscape. Nevertheless, the level of community pride and desire for improvement is high, and Baptist Health Care remains committed to improving the lives of its neighboring community.

Vision for the Neighborhood & Development

The West Moreno District, anchored by a world-class hospital, will be a catalyst for the resurgence of the Westside, with a broad mix of retail and a safe and active public realm. To achieve that vision, the neighborhood must strive to be distinct, safe and walkable, and a desirable place to live and work, with services and amenities that are convenient and accessible. The development at the corner of West Moreno and E Street will be the cornerstone of the district and serve as a national model for hospital-driven revitalization efforts. The project will be a safe and inclusive gathering place with diverse retail and an active urban environment that promotes health and wellness through its programming and design.

Target Market Overview

Almost 6,500 patients, visitors and employees visit the Baptist Campus on a typical weekday, while proximate neighborhood residents grow the Primary Draw Area to over 11,000 people. These are people without convenient access to quality food options or amenities and thus would have the propensity to spend time and money in a mixed-use neighborhood core adjacent to Baptist multiple times per week. Additional residents and employees in the Secondary and Tertiary Draw Areas broaden the potential population of achievable customers for this project to serve.

Baptist Hospital Daily Population	
Baptist Daily Population	**6,481**
Baptist Employees	5,600
Inpatients	159
Outpatients	223
Hospital Visitors	~499
Neighborhood Residents	**4,800**
Total Daily Population	**11,281**

Survey Results

To substantiate programming recommendations, Baptist employees, visitors, and patients were surveyed to assess their key behaviors and retail preferences. The survey results indicate that there would be overwhelming support for the creation of a mixed-use cluster of retail, restaurants, and amenities like the ones recommended in this report. It also reinforces that there is significant latent demand among Baptist employees, patients, and visitors for a more diverse array of retail experiences on campus.

Executive Summary (cont'd)

Phasing

Given that the target site will be developed in multiple phases over time, the initial phase of the project must be designed both to allow for future growth and to create an environment that stands alone and feels complete in advance of any additional development. A master plan that not only flexibly accommodates future development phases, but allows for interim uses of undeveloped lands that can productively complement the initial phase, can serve these often competing objectives.

Programming

The programming of the mixed-use development (and impetus of the project) is based on Baptist's stated need of up to 66,000 SF of professional office space. This report recommends a series of guiding principals that should inform the programming of the at-grade experience and offers a host of economically viable uses that we believe would meet the needs of the primary trade area. These recommended uses include restaurant concepts, food purveyors, neighborhood amenities, and public realm enhancements. We have also identified a number of potential interim programming initiatives for the utilization of the undeveloped portion of the parcel, such as a community garden, an event lawn, and areas for sports and recreation. Finally, future development opportunities such as multi-family projects, lodging, and senior living facilities are also explored. While the office component is the economic backbone of the initial phase of the project, the ground floor programming will make up the primary end-user experience, and define the project for future generations

Neighborhood Initiatives

A series of strategic neighborhood initiatives will enhance safety, connectivity, and the economic prospects of the entire study area, which will in turn contribute to the attraction of further private sector investment when coupled with the mixed-use core envisioned in this report.

1. Parking strategies will increase the convenience and connections within the neighborhood over time
2. Streetscaping priorities that promote safety, multi-modal transportation, and healthy living
3. Wayfinding and neighborhood signage initiatives that promote community identity and visitor convenience
4. Parks and open-space enhancements that increase community enjoyment and storm-water management

Public Sector Participation

Focused public investment married to private investment and development can create an exponential return on that investment by catalyzing change in both the short and long terms. Given the scale of desired improvements, a project of this nature is not feasible as a stand-alone private sector project. In order for the project to be developed in such a way as to achieve the collective stated objectives of the City, County and Baptist, public investment and cooperation will be required in order to leverage Baptist's investment in its continued campus growth. Opportunities for public investment and support may include streetscape improvements, foundational infrastructure, and small business incentives, among other items.

Next Steps

In order to move the project forward, the goals and conceptual vision outlined in this report must be translated into a physical master plan of the overall site, as well as a Phase 1 design developed iteratively with a proforma financial planning exercise that quantifies and helps all parties understand the nature of their respective commitments (financial and otherwise) required to achieve the desired development outcomes. Once funding and financing commitments are solidified from all parties, implementation of the development can move forward. Broadly speaking, these steps are:

1. Development Program Refinement
2. Master Planning & Design
3. Proforma Financial Planning & Feasibility
4. Funding & Financing Commitments
5. Development Implementation

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HOSPITAL
BAPTIST and MAYO CLINIC
BAPTIST HEALTH CARE
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MAYO CLINIC
CareNetwork

Project Introduction

Genesis of Project

Baptist Health Care, the City of Pensacola, and Escambia County have joined together to explore how the confluence of public and private sector goals can be leveraged to catalyze a transformation in the district that surrounds Baptist Hospital's downtown campus. The impetus for the project was Baptist's desire to redevelop two city blocks on the southwest corner of West Moreno and E Street to serve its need for professional office space, coupled with the City and County's long-standing emphasis on revitalizing one of Pensacola's most underserved neighborhoods. To that end, the three parties have engaged Live Work Learn Play to analyze, envision, and provide implementation strategies for the creation of a mixed-use development on the parcel, as well as provide broader recommendations to aid in the experiential and economic success of the district as a whole. This report is the culmination of that effort and is meant to serve as the first important step toward shaping the opportunity while assessing its viability and desirability for all parties.

Collective Goals

While the City, County, and Baptist each have important specific outcomes, all three parties have common goals that have been expressly communicated to our team before and during the engagement. These three collective goals are at the very core of this strategic assessment and form the basis of our report.

New Development (Get Shovels in the Ground)

Baptist has immediate office space needs, as their medical office towers are fully occupied, and many of their administrative functions have been moved to inefficient cottages on campus or off the campus altogether. In addition, there is immediate demand for additional medical office space to move into the medical towers. The City and County have targeted the Baptist neighborhood for redevelopment and revitalization since the creation of the Brownsville Redevelopment Area (1997), Palafox Redevelopment Area (2000) and Englewood Redevelopment Area (2001), yet crime and poverty persist in the district and continue to inhibit any notable redevelopment activity. Therefore the desire to secure private investment to get new development projects underway that can serve the public good is paramount for all three parties.

Improve the E Street Corridor

E Street is a key corridor that passes through both City and County jurisdictions. With Pensacola High School and the County office buildings to the north, and downtown Pensacola and the budding waterfront developments to the south, E Street represents a key opportunity to advance the City's stated objective of improving the north/south connections. With Baptist Hospital as a key neighborhood anchor, the potential for an active, walkable commercial center along the E Street corridor represents a key opportunity. For Baptist, E Street represents the primary access route and sense of arrival for a vast majority of its employees and visitors. Consequently, stimulating development and activity along the E Street corridor is a key desired outcome for all three parties.

Catalyze Westside Redevelopment

It is clear that the revitalization and activation of the Westside of Pensacola and Escambia County are key benefits for all parties. This report will show that the neighborhood that surrounds Baptist Hospital has not seen any major private investment outside of the Baptist Campus in many years, and the residents live in a state of extreme poverty. The impoverished state of the neighborhood has a negative effect on the upward mobility of its residents, and the perception of a lack of safety is a clear deterrent for potential patients in choosing where they receive local healthcare. The revitalization of the core of this neighborhood would be a clear sign to consumers, private developers, and to local residents that this neighborhood is on a path to becoming a safe and inviting place to invest, spend time and money, and live.

Baptist Health Care

Our interviews with Baptist executives have uncovered several key objectives related to the West Moreno site and the surrounding neighborhood. Each of the following core objectives can be accomplished by creating a mixed-use neighborhood core that services not only its employees and visitors to the hospital, but also the surrounding residents and business owners.

Meet Professional Office Space Need

Baptist has an immediate need for up to 65,000 SF of professional office space to accommodate its expanding in-house physician practice, to utilize the medical office towers, and to relocate and consolidate various administrative functions.

Improve the Campus Experience for Patients, Visitors & Employees

Creating a more active public realm, a more cohesive campus environment, and offering its primary users more diverse retail, food & beverage options are all key goals for the project.

Improve the Lives of People in its Community

As expressed in the Baptist Health Care mission statement, the organization has a sense of responsibility to its community to leverage its economic power to improve lives through its development efforts.

City of Pensacola

The Baptist neighborhood redevelopment is an important part of several of the City's primary initiatives, as identified by Mayor Hayward.

Creating Healthier Communities

The built environment has been shown to have the potential to positively affect health and wellness by promoting walkability with a safe and inviting sidewalk experience, an active public realm, and positioning daily necessities and conveniences within walking distance of population centers.

Establishing a Connection Between North & South Pensacola

A commercial district anchored by Baptist would create a psychological connection and a commercial stepping-stone between the North and South.

Moving Prosperity Westward

The creation of a successful commercial core in one of Pensacola's most historically impoverished Westside neighborhoods will spur redevelopment opportunities, create local job opportunities, and increase property values for current homeowners.

Escambia County

The County, as expressed in its Brownsville Community Redevelopment Agency plan, is focusing on the following initiatives that will be directly impacted by the initiatives detailed in this report:

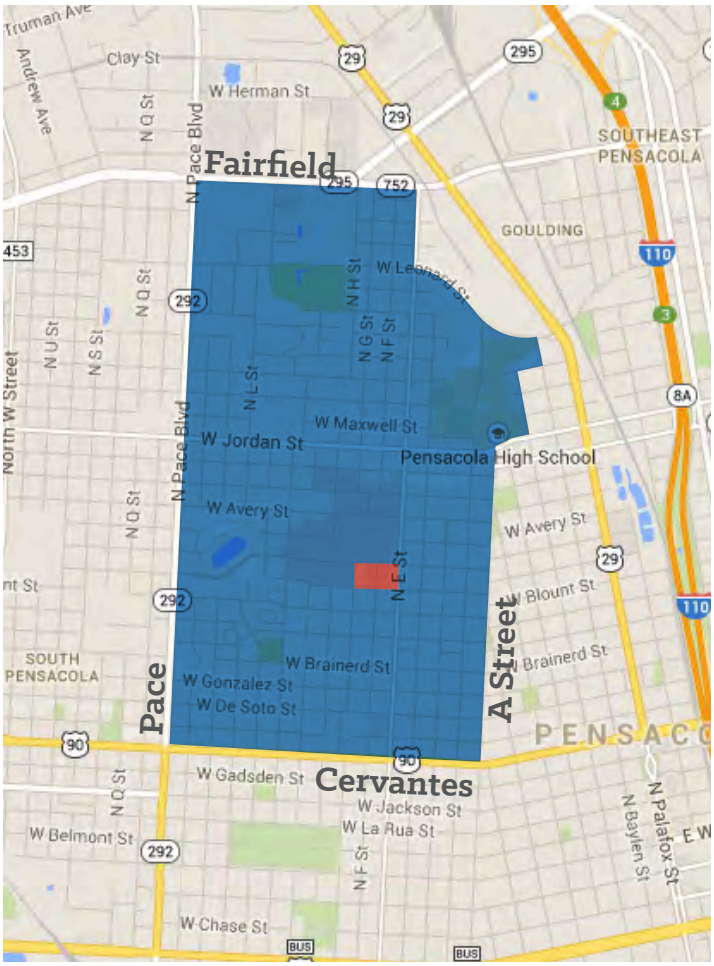
- **Catalyze private reinvestment on commercial corridors, public areas and residential neighborhoods**
- **Continue to improve streetscape and multi-modal infrastructure along commercial corridors**
- **Improve neighborhood security, particularly at known locations with high levels of crime**
- **Work with and build upon institutional anchors, particularly Baptist Health Care and Lakeview Center**
- **Ensure all public improvement projects include adequate funding and other provisions for on-going maintenance**
- **Continue to involve residents and business owners in the planning process and build community programs**

Statement of Mandate

Live Work Learn Play (LWLP) was engaged by Baptist Health Care (BHC), The City of Pensacola (COP), and Escambia County (EC) to complete a Reconnaissance Memorandum and Strategic Assessment for the neighborhood surrounding the Baptist Health Care campus, specifically the parcels south of West Moreno St. that have been targeted by BHC for redevelopment. The goal of the engagement is to provide BHC, COP and EC with the preliminary analysis, vision, mixed-use planning and strategies to advance key civic and community initiatives in the study area, beginning with the redevelopment potential of the targeted redevelopment site. This market assessment is intended to direct the mixed-use programming of anchor and secondary uses, implementation strategies and phasing of the project.

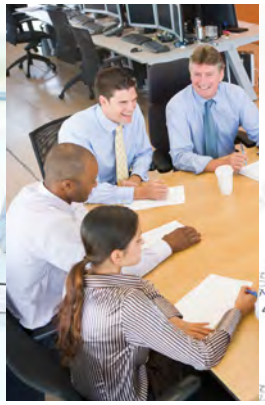
Key Objectives

1. Develop the strategic vision and market positioning for the project that will drive commercial demand, and improve the economic and experiential conditions in the neighborhood
2. Complete a relevant trade area analysis and assessment in order to identify market gaps and demand for retail uses
3. Assess the end-user profiles and segments for the study area and how the project can address their needs and capture commercial spending
4. Identify anchor and secondary retail programming opportunities
5. Provide guidance on priority implementation strategies and next steps for the project



District Area Site Area

Methodology



Primary Research

LWLP conducted dozens of interviews with public officials and key stakeholders both on-site and from our offices in Montreal and Nashville to obtain a multitude of perspectives and opinions on the clearest path toward development. We also ran detailed demographic and population reports on the primary, secondary, and tertiary markets for the study area to learn about the residents' propensity to visit and spend. Finally, we held local focus groups and conducted online and in-person surveys of Baptist employees, patients and visitors, as well as neighborhood residents, to gain information about key behaviors and desires of those in the primary market.

Secondary Research

We reviewed relevant studies and policy documents supplied by the clients to learn about current and past efforts to expand the campus, revitalize the neighborhood, and improve the campus experience. We reviewed current office space allocations, customized and standard real estate reports, and public and private policy documents to determine the initial feasibility of a mixed-use district. Finally, we reviewed and incorporated detailed employee information in the primary and secondary draw areas to assess the total customer base for the District. A complete list of secondary research documents is included in Appendix B.

Site Visits

LWLP has conducted three site visits to the study area. The first visit was intended to meet with the clients, public officials, and key stakeholders, as well as to assess the physicality and character of the neighborhood, site, and city. The second site visit included a presentation of our initial findings, a focus group of local residents, as well as further interviews and project update meetings with key project stakeholders. Our third visit will be an exploration of the next steps toward the realization of the initiatives introduced in this report.

Best Practices & Industry Knowledge

Live Work Learn Play ultimately processed and filtered all of the above research through the lens of our professional expertise, drawing on our urban development and medical district experience and knowledge of best and emerging practices, applied to the particular and unique context and needs of the City, County, and Baptist Health Care.

Context & Overview

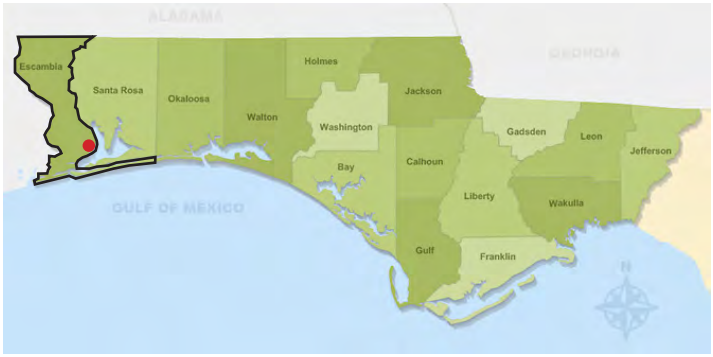
Pensacola Metro Today

Overview

The City of Pensacola, also known as the "City of Five Flags" due to the fact that it has been ruled by 5 different nations, is one of the United States' oldest settlements. Originally populated by Native Americans, the area was settled by the Spaniards in the early 1600s, and joined the United States in 1821 under the governance of Andrew Jackson. In the years hence, Pensacola has grown into an important port city, the center of Naval Aviation, and a popular tourist destination with its impeccably white beaches. Most recently, Pensacola has begun to rediscover its historic district that has the potential to become one of Florida's next great southern downtowns.

Escambia County Population
302,715 (2012)

Source: United States Census Bureau



Pensacola Top Economic Drivers

	Industry Sector	Annual Revenue
1.	Health Care	$2.5B
2.	Finance	$1.6B
3.	Construction	$1.3B
4.	Real Estate	$1.0B
5.	Tourism	$599MM
6.	Military	$522MM

Source: Pensacola Chamber of Commerce, 2010

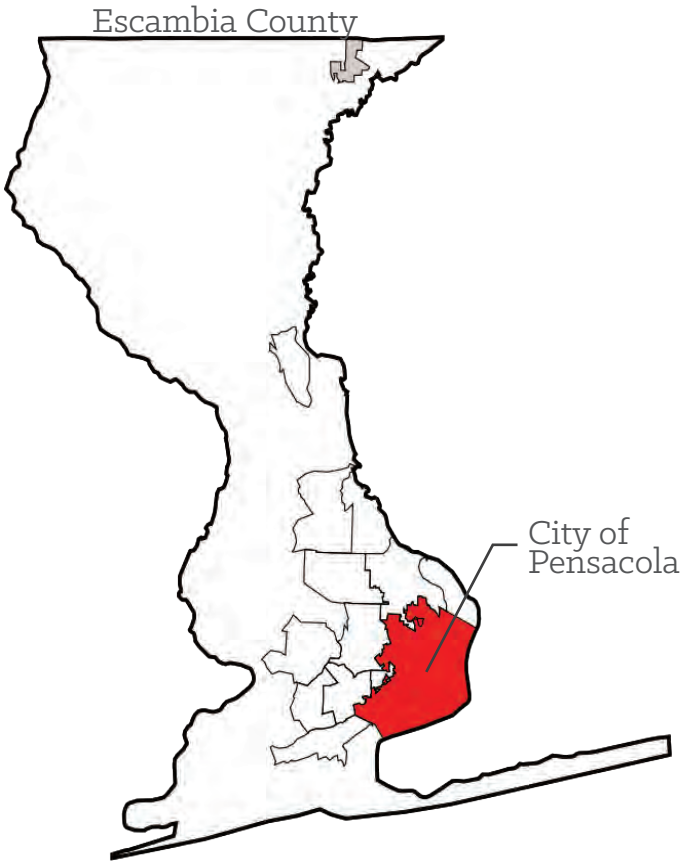
Pensacola Top Employers

	Company	# of Employees
1.	Naval Air Station Pensacola	20,887
2.	Sacred Heart Health System	5,000
3.	Baptist Health Care	3,163
4.	Naval Air Station Whiting Field	2,950
5.	Lakeview Center	2,000

Source: CBRE, August 2013

City of Pensacola Population
52,340 (2012)

Source: United States Census Bureau



Downtown

Since the turn of the century, and particularly in the past five years, public and private investment in the historic downtown district has given rise to a well-functioning mixed-use environment with ground floor retail and restaurants, active parks and green space, and an improving office market. The historic buildings, entertainment venues, and government offices located downtown have served as key anchors to the resurging urban district. However, very few neighborhood services and amenities exist downtown due to its small residential population relative to the North.

North/Northeast

North and Northeast Pensacola have largely been developed subsequent to the construction of the interstate system in the late 1950s, and are consequently automobile-centric environments characterized by single-use development including national and regional retail in malls and big box power centers, office parks, and single-family homes. It has become the center of commercial activity in the region due to its automobile accessibility. The major universities of UWF and Pensacola State College have followed the development, as has Sacred Heart Hospital, Baptist Health Care's primary competitor.

Pensacola Beach/Gulf Breeze

Pensacola Beach and Gulf Breeze are located south of the City of Pensacola. The area is both an affluent suburb of Pensacola and a popular beach destination for tourists from around the Southeast. Commercial development is much like the North, with national retail and chain restaurants along Highway 98, the main east/west beach artery. High-rise hotels and condominium complexes line the beach, along with the associated tourist-related entertainment and retail establishments. Single-family residences and vacation homes are also prevalent. Gulf Breeze Hospital and the Andrews Institute are also located in Gulf Breeze and cater to the suburban clientele.

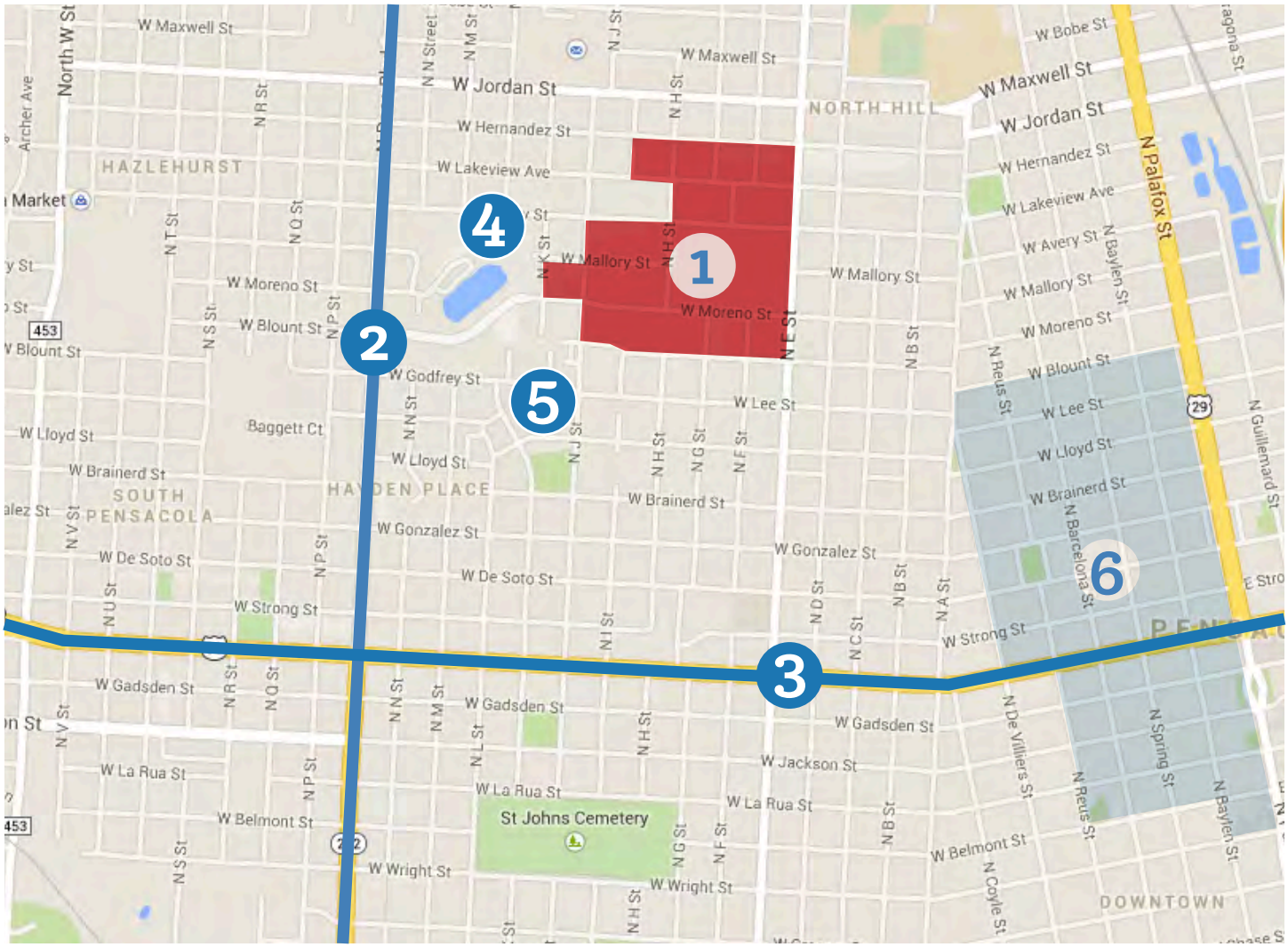
Westside

The Westside of Pensacola, where the study area is located, is the center of the African-American culture and history in Pensacola. While the neighborhoods exhibit a strong cultural heritage and solidarity among the residents, they are largely impoverished and lack basic commercial services and amenities. Dilapidated single-family shotgun homes, public housing projects, and low-income retirement homes are the predominant residential typologies, with a notable exception being the North Hill District, where pre-war era homes have been renovated and investment has been made in parks and neighborhood identity efforts. Commercial development largely consists of under-occupied or below-market retail strip centers, with the exception of some pockets of national retail along the major arteries.

West Pensacola

West Pensacola looks and feels very much like the aforementioned Westside, particularly as one approaches the city limits. As one moves westward, the economy is largely driven by the Pensacola Naval Air Base with single-use retail, strip centers, and commuter-centric retail and restaurants along the major corridors. Single family, lower and middle-income housing, and some pockets of office development exist.

West Moreno Neighborhood



Baptist Campus

The Baptist Downtown Campus opened in 1951 in its current location. In the years since, the hospital has grown to encompass about 25 square blocks. It consists of the main hospital, three medical office towers, Lakeview Center, a behavioral medicine building, and many other smaller structures. As the campus has grown, existing structures have been repurposed to serve Baptist's office and record storage needs. The sole retail use outside of the hospital is the Sunshine Café, a 30-seat "fast casual" restaurant that is beloved by the local community. The rest of the campus is single-use office and medical office uses, with hospital surface parking interspersed throughout.

Pace Boulevard

Pace Boulevard is the main north/south arterial road in West Pensacola, and is the western border of the study area. It sees significant traffic counts, but aside from a CVS/Walgreens corner and various fast food outlets, the commercial development is characterized by underperforming strip centers and other single-use, auto-centric development, as well as vacant and undeveloped parcels. The Brownsville CRA has targeted the Pace Boulevard corridor as a potential redevelopment opportunity.

Cervantes Street

Cervantes Street is also State Highway 90, and marks the southern border of the study area. This portion of Cervantes cuts through the Westside of Pensacola's low-income residential district, and its commercial development consists of package stores, fast food, and other similarly undesirable outlets. It is also the primary entry point to the study area and the Baptist campus.

Retirement Community

The Westminster Retirement Village is built along the banks of an attractive retention pond on the west side of the study area. The lower-income apartment complex is within a short walk to the campus along West Moreno. As the neighborhood matures, the village has the opportunity to become part of a larger, more expansive aging-in-place senior living center.

Morris Court

Morris Court is a three-phase public housing project situated on the northwest section of the study area. While phase 1 is somewhat in disrepair, phase 2 (pictured) and phase 3 are, according to our focus group attendees, relatively pleasant and communal living environments. Investment in the neighborhood core will serve to provide those residents with much needed services and amenities, and create more jobs within walking distance.

North Hill/ East of "E" Street Homes

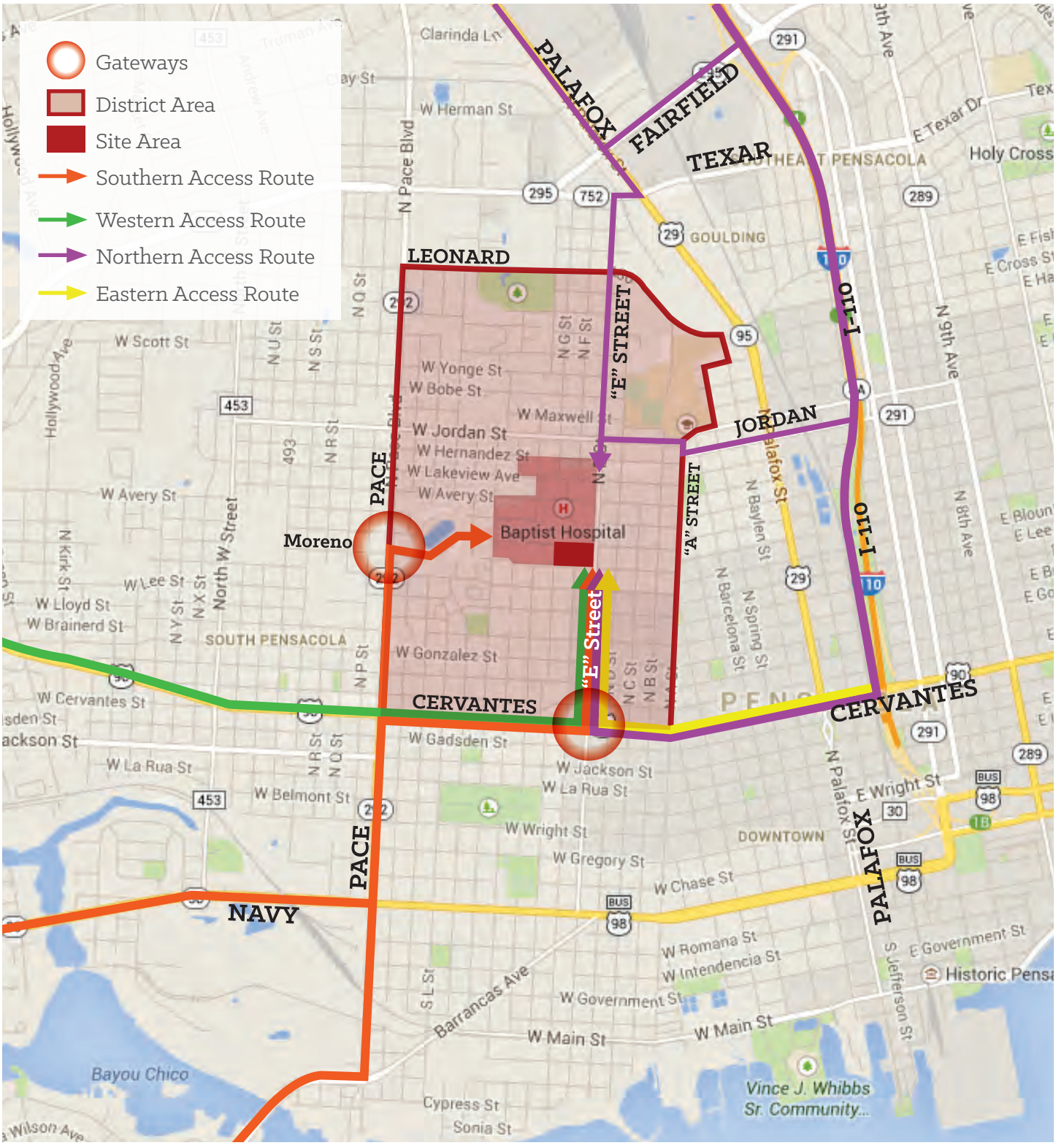
The North Hill District is located to the east of E Street and continues eastward to Palafox St. Its historic older homes have seen significant investment in the past decade, and has become a desirable location for people wanting to live closer to the downtown area in single-family homes. Other homes in the neighborhood show signs of investment, and the city's neighborhood signage effort is helping stimulate that activity.

Blighted Houses

The study area is littered with blighted and dilapidated houses, some of which are unoccupied. These present an opportunity for demolition and redevelopment to improve the adjacent housing stock for people living in and moving to the neighborhood as it undergoes revitalization.

Access Routes

When planning a mixed-use neighborhood core, it is important to understand how the different user groups will access the site area. Employees, residents, and visitors to the neighborhood may take different routes to arrive to the district based on their daily routines or intended destination. Understanding the access points also informs important programming and design decisions as they relate to gateway corridors, wayfinding strategies and creating an appropriate sense of arrival.



SWOT - Strengths

Baptist Employment

Baptist is the largest non-governmental employer in Escambia County, employing over 6,500 people, with over 4,800 employed on the Baptist Main campus alone. The employee average salary is skewed upward with the number of doctors and skilled professionals on campus at any given time.

Capitalization:

Leverage the volume and spending capacity to create a vibrant retail presence that feeds off the captive employee market.

Baptist's International Healthcare Reputation

Baptist Health Care is considered one of the world's finest hospitals in terms of care, and is affiliated with two of the biggest brand names in medicine: the Mayo Clinic and Dr. James Andrews.

Capitalization:

Extend and enhance promotional efforts in the region to reflect the true standard of care, and reinforce the brand's commitment to promoting a healthy community.

Success of Downtown/Belmont-DeVilliers

Pensacola residents and employees have begun to understand the benefits of a walkable, mixed-use core, which bodes well for the viability of a new district bolstered by a formidable anchor.

Capitalization:

Position the project as a continuation of that development trend, providing a compact and walkable retail environment.

Quality of North Hill Housing Stock

North Hill has a significant number of upper and middle class historical homes that will help shape the character of new housing development in the Baptist neighborhood.

Capitalization:

Break down the psychological boundaries that define Baptist campus to reach North Hill so the two areas will eventually be seen as one contiguous urban fabric.

SWOT - Weaknesses

Limited Quality Food Options

Few food options exist for Baptist employees and visitors, and even less for the larger neighborhood.

Buttress:
Prioritize healthy, convenient, and high-quality restaurants and food purveyors in the project.

Poor Perception of Campus Safety

The necessity of evening security escorts and the neighborhood's poor safety reputation is a deterrent for pedestrians.

Buttress:
Create a "green zone" on the project site, through design strategies and site activation, where no crime occurs and everyone feels safe at all times, day or night.

Limited Third Places

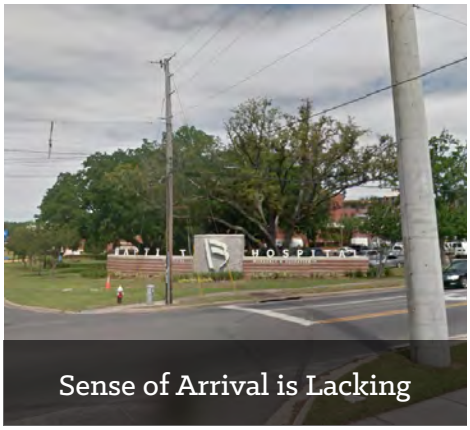
Very few options exist for people to have informal meetings and convenient public places to get away from the office.

Buttress:
Prioritize a coffee shop/café experience, as well as public realm enhancements that create an inclusive public environment.

Neighborhood Stigmatized by Blight

Low property values caused by lack of housing demand has created blighted structures throughout the neighborhood

Buttress:
Stimulate private investment by creating a vibrant neighborhood center nearby



Sense of Arrival is Lacking

Aside from the monument sign on the corner of West Moreno and E Street, arrival gateways to the campus and neighborhood are not well indicated and do not add to neighborhood identity and vibrancy.

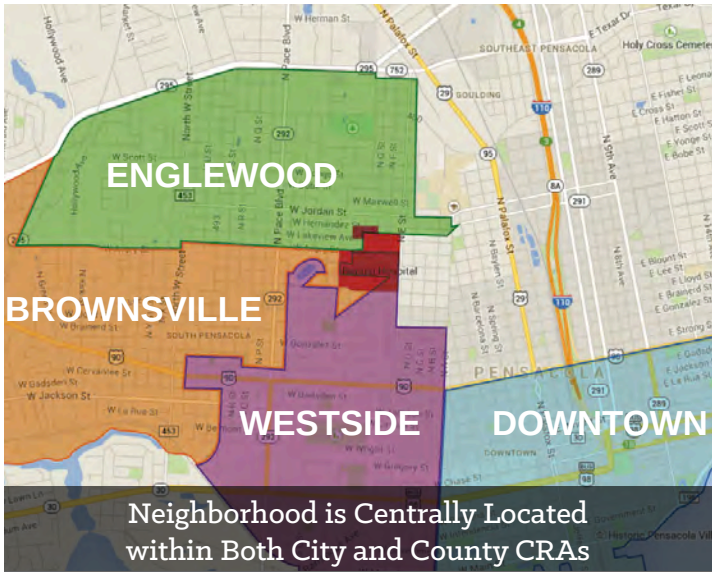
Buttress:
Ensure future development has appropriately designed arrival gateways along primary access corridors that welcome people to the district and help define neighborhood identity.

Limited Wayfinding Around Hospital

The wayfinding that directs and attracts pedestrians and motorists to the neighborhood and the hospital campus is inconsistent and confusing.

Buttress:
Influence the traffic and parking patterns of employees and visitors to allow for interaction with the new development through consistent and attractive wayfinding directing people to the area.

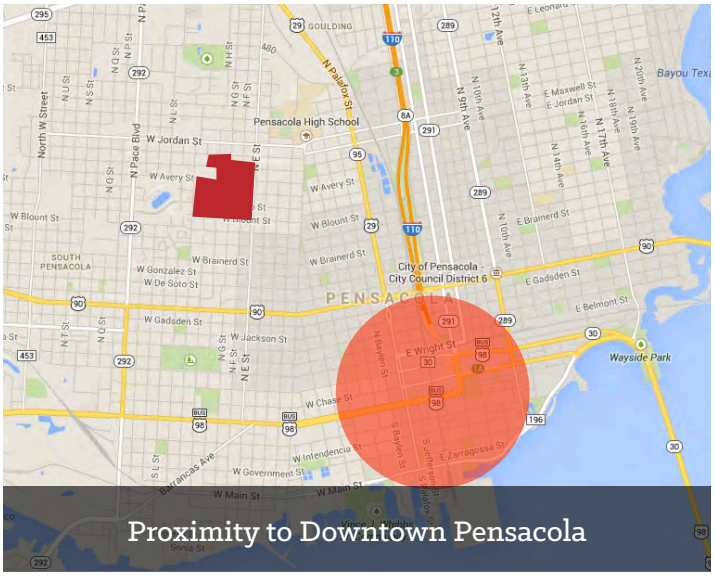
SWOT - Opportunities



Neighborhood is Centrally Located within Both City and County CRAs

Englewood, Brownsville, and Westside Redevelopment districts each touch the study area, creating eligibility for multiple funding sources.

Strategy:
Ensure that the ultimate development plan incorporates pubic projects that are eligible for CRA investment.



Proximity to Downtown Pensacola

Downtown Pensacola is a short drive and/or bicycle trip from the district, which will be an important benefit for future housing development.

Strategy:
Plan for the development of housing for people who desire proximity to the downtown core, including Baptist employees who could benefit from living both close to work and downtown.

Neighborhood Identity Improvements are an Ongoing City Initiative

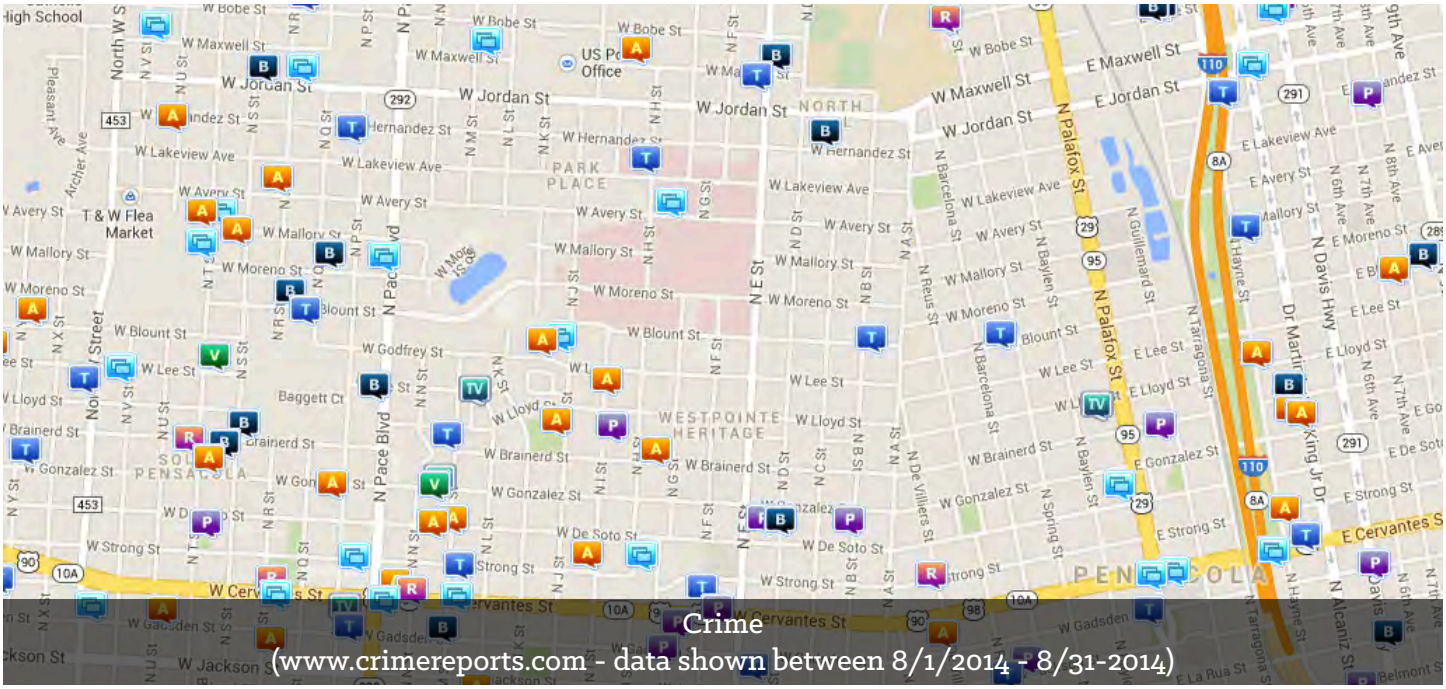
Efforts in North Hill, Belmont-DeVilliers, and downtown Pensacola to brand communities with signage have proven successful.

Strategy:
Incorporate a neighborhood identity plan into the signage and wayfinding initiatives in the project.

Mayor Hayward and Commissioner May's Objectives for Neighborhood are Aligned

Both Mayor Hayward and Chairman May have been vocal in their support of neighborhood revitalization efforts in the Baptist district.

Strategy:
Ensure that city and county remain engaged throughout the development planning stages and that staff are kept informed of progress along the way.



Crime
(www.crimereports.com - data shown between 8/1/2014 - 8/31-2014)

High crime rates in the area could be a deterrent for private investment and financing vehicles, as well as impact people's desire to visit the project once developed.

Mitigation:

Increase police presence, support neighborhood outreach efforts, and repair or enhance streetlighting, and design a safe, well-lit environment for the project.

Commercial Uses
along Pace Boulevard are Disappearing

The commercial demise of Pace Boulevard could divert public attention and potentially public funds to the west of the target site

Mitigation:

Move quickly to advance the project in order to boost economic activity and ensure that funding is available for the project.

Lack of Funding for Infrastructure
Improvements and Maintenance

Despite the redevelopment districts that touch the study area, limited funding could prevent significant public investment in the project and thus inhibit its ability to be realized in the manner envisioned.

Mitigation:

Build the case for the exponential cumulative social and economic effect of public investment in the project, and investigate alternative paths for public investment.

Commercial Real Estate Snapshot

Commercial Real Estate Summary - Pensacola, Florida

	July 2014	3-month Average	12-month Average	2-year Average
Area for Lease (SF)	356,682	329,145	279,716	319,912
Asking Lease (per SF)	$12.56	$11.50	$10.91	$10.24
Reported Lease (per SF)	$9.86	$10.38	$10.46	$10.29

Source: Catalyst CRE, LLC

Retail Summary - Pensacola, Florida

Mid-Year 2013	Overall Pensacola	Downtown	Gulf Breeze	Ferry Pass/ N. Pensacola	West Pensacola
Total Gross Leasable Area (SF)	18,304,849	988,578	185,740	3,407,701	2,114,892
Quoted Rental Rates	$11.17	$13.44	$25.00	$16.82	$9.02
Mall Market-Quoted Rental Rates	--	--	--	$23.58	--

150,564 SF of retail space built in the last 4 quarters in Pensacola

Source: CoStar Group 2013 Mid-Year Report

Baptist Existing Retail Program

LWLP conducted a focus group consisting of the key operators of each of the following retail establishments on the Baptist Campus. Each of the operators cited challenges related to their individual locations that inhibit their ability to maximize exposure and/or convenience to potential customers. From a food and beverage standpoint, it is clear that there is current unmet demand during breakfast and lunch hours, where long lines and limited options deter more frequent spending. The lack of significant evening and weekend retail activity points to latent demand. The following is a list of existing retail operations on the Baptist Campus along with relative facts about each.

Baptist Bistro Café

- Operates for breakfast, lunch, dinner, and a moonlight shift, 7 days a week
- Sodexo Cafeteria within Hospital
- Breakfast is busiest time, followed by lunch
- Customers have complained about food quality, health, and price

Subway

- Located in Medical Office Tower 3
- Open from 7am-8pm Monday through Friday, closed on weekends
- Average annual sales of ~$404,000
- Long lines at lunch time often a deterrent for employees

Sunshine Café

- Casual dining across West Moreno from main hospital entrance
- Open weekdays 10am-3pm, closed on weekends
- An employee favorite, but considered unhealthy

Quality Cup
(Starbucks Coffee)

- Open Monday - Friday: 7:30am-4:00pm, closed on weekends
- Located in Medical Office Tower 3
- Small seating area
- Serves coffee, pastries, and some light breakfast options

Towers Rx Pharmacy

- Open weekdays 9am-6pm and Saturdays - 9am-12pm
- Annual Sales of about $6 million (1/3 from Baptist Employees)
- Offers local and bedside delivery

Gift Shop

- Main location in Medical Towers, with kiosk in hospital
- Offers snacks, flowers, jewelry, handbags, etc.
- Also rents medical equipment
- Revenue 60% Baptist employees

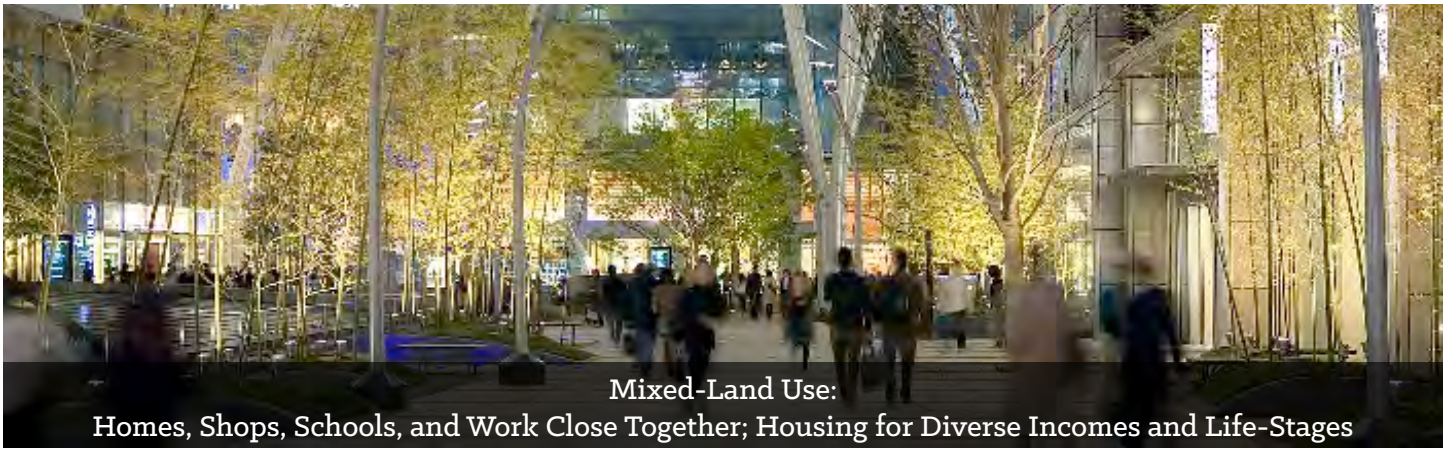
Baptist Health Care

Baptist Health Care is one of the premier healthcare providers in the country. In addition to an ongoing partnership with the Mayo Clinic, Baptist is home to the world's most recognizable name in medicine, Dr. James Andrews, a pioneer in orthopedic surgery. Baptist has a national reputation for world-class care, particularly in the areas of orthopedics and cardiovascular care. Interestingly, it is clear from our interviews that Baptist's reputation is more lauded outside of Pensacola than from within. Many Pensacola residents begin their evaluation of the hospital by referencing neighborhood safety and the campus experience, rather than quality of care and its physician network. Ultimately, the campus experience is part of the patient experience, and, in its current form, the Baptist campus is a deterrent for those with a choice in local healthcare. Baptist has a unique opportunity to leverage its national reputation and strong brand affiliations to help create a new local perception. The creation of an integrated mixed-use neighborhood core would create a campus environment that is reflective of the level of care it provides to its patients.

Designing Healthy Communities

A notable shift is underway in the healthcare industry. Hospital systems are beginning to change their measures of success from the traditional metric of number of patients treated to one of population health management. The shift means that hospitals are now more focused on preventive measures than ever before. One clear way to promote a healthier population is through the built environment. Studies have shown that people who live in areas with a high WalkScore (which measures a location's walkability by accounting for streetscape and commercial development within walking distance) have lower obesity and related health problems. In fact, the Center for Disease Control has issued an official "Healthy Community Design Principles" checklist that includes the following relevant points that should inform the vision and design of the project and district:

Healthy Community Design Principles



Mixed-Land Use:
Homes, Shops, Schools, and Work Close Together; Housing for Diverse Incomes and Life-Stages

Public Transit, Pedestrian & Bicycle-Friendly

CDC
CENTERS FOR DISEASE CONTROL AND PREVENTION

Accessible & Socially Equitable Community

Green Spaces & Parks that are Easy to Walk to

Safe Public Places for Social Interaction

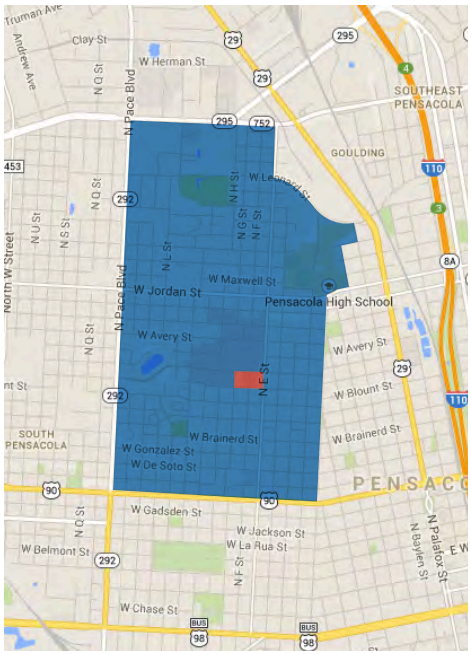
Fresh, Healthy Food Sources

Vision & Guiding Principles

West Moreno District

Vision

West Moreno will be the **next great Pensacola district**, characterized by a **world-renown hospital anchor**, diverse living options, a **broad mix of retail services and amenities**, and an **active and accessible public realm** that invites pedestrian activity. It will be a **catalyst** for the **resurgence** of Pensacola's Westside, and **emblematic** of the culture of historically African-American neighborhoods.



With Baptist Health Care as an economic engine and community steward, the West Moreno District has a rare opportunity to improve the quality of life of its residents and visitors, layering social and economic opportunity to an already rich cultural history and neighborhood pride. The neighborhood will include parks and public spaces for recreation, reflection, and fellowship and an environment that reflects the strong community bonds and family values that currently exist within it. The creation of a vibrant, appropriately scaled, mixed-use neighborhood center will be the catalyst for future private and public investment by setting the framework for a fully integrated and diverse neighborhood that offers the convenient access to quality services and amenities that the residents have long deserved. Local business will be given the opportunity to succeed through the evolution of a safe, connected, walkable neighborhood for people to live, work, learn, and play.

Guiding Principles

Safe, Walkable Neighborhood

Without a safe and inviting pedestrian experience that connects a core commercial center to the residential and employment populations, future private investment will lag considerably. Therefore, special attention must be paid to streetscape improvements such as lighting, sidewalks, and bicycle infrastructure. Without interesting places to walk, there is no point to such an investment, thus the development of a neighborhood retail core is pivotal to achieving the vision.

A Great Place to Work

Baptist Health Care and its subsidiaries employ over 5,500 people who come to work on campus every day, and thousands more who are employed in and around the study area. In order to make their work experience more enjoyable, the employees want and need an interesting arrival destination, diverse retail options before and after work, and a safe and inviting public realm to utilize throughout the day. With this environment in place, the neighborhood will be better positioned to attract new businesses, and current businesses will find attracting new employees much easier.

Everyday Conveniences

If the neighborhood is to become an attractive destination for new residents looking for more urban living, potential residents must be able to envision their daily needs being met within the neighborhood. The retail programming must include daily necessities such as staple groceries, personal care, and neighborhood eateries. Also, a variety of "3rd Places" must be present, public gathering places where local residents and employees can imagine themselves incorporating into their daily routine.

Diversity of Living Options

Diversity is the key to a vibrant and functional neighborhood. Housing typologies must be diverse enough to meet the needs of the distinct demographic segments wishing to live in an urban environment. Young professionals, families, young adults, and seniors wishing to age in place each have different housing demands that should be met over time, which means incorporating a combination of single-family homes, workforce housing, and convenient multi-family developments.

Distinct, Vibrant Neighborhood

Perhaps most importantly, the neighborhood should build upon its existing history and character, creating a clear value proposition for potential residents, small business operators, and employees. Architecture and scale should be contextually appropriate, and the programming of the retail district should reflect the culture, history, and demands of the existing neighborhood population, Baptist Health Care and the new residents and business who will choose to make this district their home.

Baptist Development Project

Vision

The new development at West Moreno and "E" Street will be a **catalytic project** for both Baptist Hospital and the surrounding neighborhood, and a national model for the hospital-anchored civic revitalization efforts. It will be a **safe and inclusive gathering place** that physically and experientially **integrates** Baptist with its surroundings, and improves the quality of life for employees and residents with **diverse retail amenities** and an **active urban environment**.

West Moreno & E Street looking southwest

West Moreno & E Street looking west

The proposed redevelopment site is the first most critical step in the revitalization of the neighborhood and the enhancement of the Baptist Hospital campus. The mixed-use commercial project, with diverse options for shopping, dining, and socializing, will signal the emergence of a safe and accessible neighborhood with a bright economic and experiential future, as well as serving the expansion needs of the core economic engine that is Baptist Health Care. The development will be the central mechanism for achieving the goals for the City, County, and Baptist by improving the lives of the community through convenience, health and wellness, as well as providing for their daily core needs. The project will be a key public gathering place for employees, visitors to the hospital, and current and future residents, and will therefore be the key agent that will affect true integration between Baptist and the community.

Guiding Principles

Local Independent Operators

In order for the site to be truly catalytic, the retail operators must be beloved ambassadors for the project and the neighborhood. Therefore, it is critical that local independent operators be targeted for tenancy. Independent operators tend to create the most inventive and flexible retail concepts that grow into neighborhood treasures, while serving the key demands of the local market. They tend to assimilate into the culture of a neighborhood more quickly, as well, helping to create and define the neighborhood district identity.

Neighborhood Destination

The site must become the new center of gravity for the budding neighborhood. The project's program should not only cater to the daily needs of the neighborhood residents, employees, and visitors, but it should also have an attractive arrival experience, an active public realm, and convenient, predictable parking. If successful, it will be the place where people will gather, meet friends and colleagues, and choose to spend their free time.

Health & Wellness

All aspects of the redevelopment should promote health and wellness, either directly or indirectly. The pedestrian and bicycle experience should be encouraged through convenience and safety, and the public space should encourage active engagement through sports and recreation, relaxing contemplation, or simply a pleasant and interesting walk. The restaurants and food purveyors should provide healthy options to the consumer at a reasonable price, and wellness-related retailers should be considered and targeted. It should be an environment designed to foster healthy living and habits and cultivate and encourage wellness.

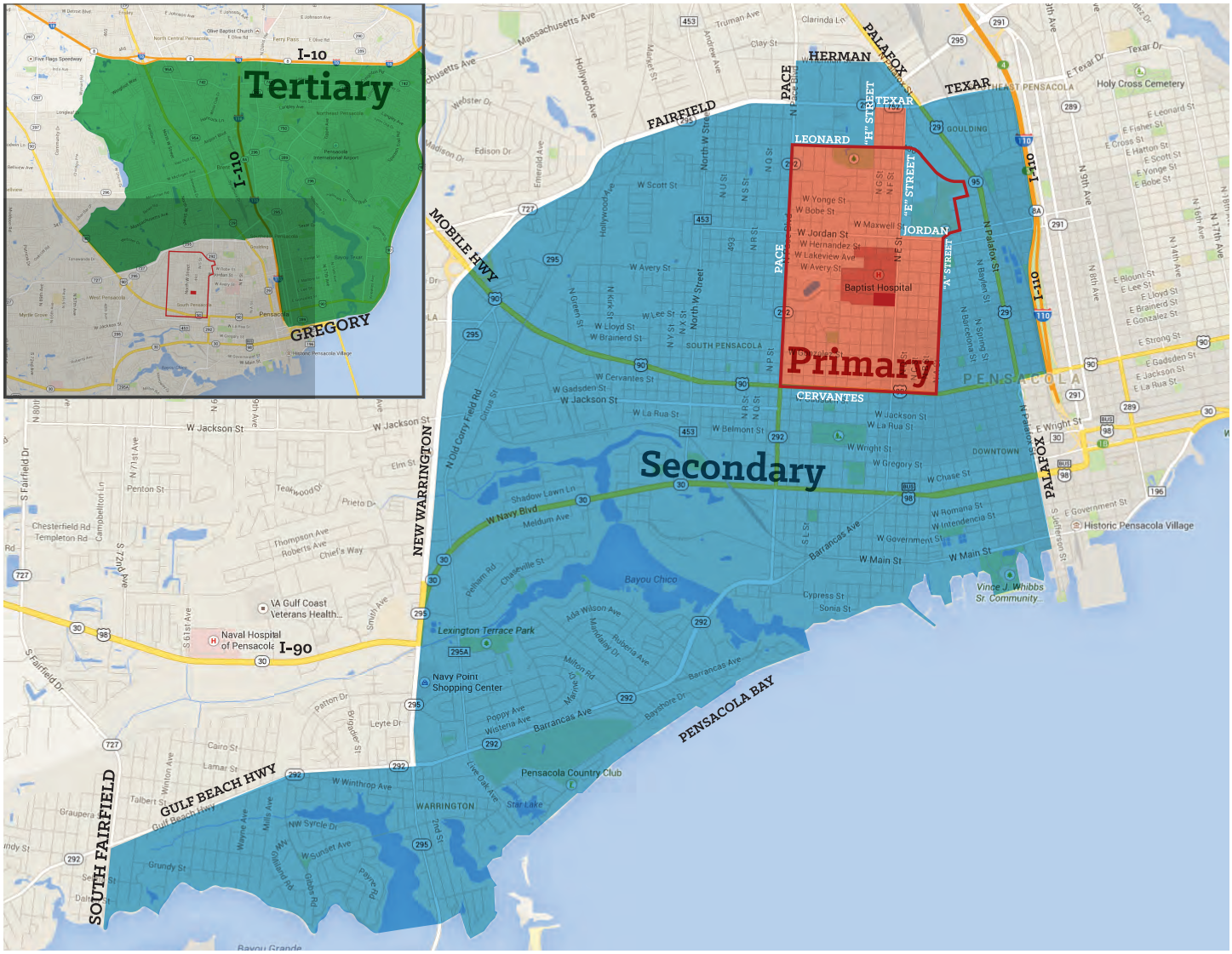
Thoughtful Urbanism

As the project enters the design phase, special attention should be paid to creating an interesting urban environment that is not only compact and vibrant with a diverse range of uses, but also neighborhood-scaled and contextually appropriate. For this project to be truly catalytic for future investment and growth, it must serve as the important precedent that the urban experience is unique, deliberate, and carefully considered, setting a standard for future development.

ROBERT A. SMITH, MD

Target Market Analysis

Target Market Draw Areas



Methodology

Analyzing the target market is a critical step in not only determining the feasibility of a mixed-use retail development as a whole, but also in formulating the types of retail uses that are most likely to succeed within it. The target market is broken into three geographic areas, the primary, the secondary and the tertiary. The target market analysis that follows is based on identifying target retail customer segments within those geographic draw areas. Within these draw areas, the residents, employees, patients and visitors (as the case may be) are quantified and segmented based on having similar propensities and potential to spend time and money on commercial goods and services in the district. We analyzed and identified key behaviors and characteristics that help inform how they would likely interact with the district. While a full Commercial Economic Study to estimate the potential retail economy and viability of retail space was not included in the scope of this engagement, this analysis of the target market is a useful tool beginning to zero in on who could frequent the project and generate that economy.

Target Market Overview

Primary Draw Area

The people who make up the primary draw area are those closest to the district thus having the propensity to spend time and money there. Some might use the district daily and others less frequently, but when programming and designing a mixed-use retail environment, especially one envisioned as a neighborhood destination, it is these users who should generally be considered the primary end-users, and retail uses and design elements should cater to their needs. Our assessment of competitive and complementary urban environments and our review of physical and psychological barriers between adjacent neighborhoods have led to the illustrated polygon above. While we have segmented the primary draw area among employees, residents, visitors and patients, we have also sub-segmented these groups to account for differences in behaviors and desired experiences.

Daily Population	11,281
Baptist Daily Population	6,481
Baptist Employees	5,600 total/daily
Inpatients	13,500 total/ 159 daily
Outpatients	81,500 total/ 223 daily
Hospital Visitors	~236,000 total/ 499 daily
Neighborhood Residents	4,800 total/daily

Secondary Draw Area

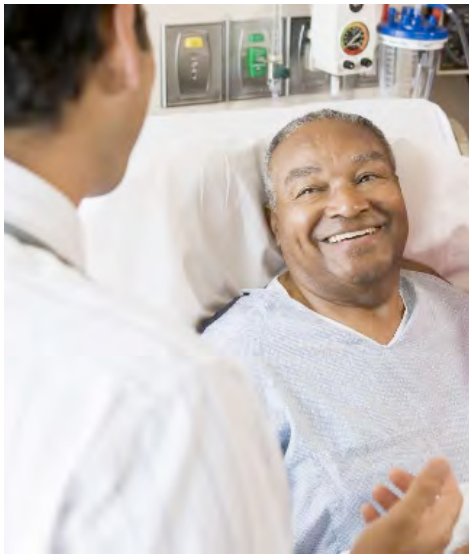
The secondary draw area represents the area whose inhabitants and employees will frequent the proposed district less regularly than those in the primary draw area. Employees will be able to frequent the establishments before and after work and during lunch hours, while residents may visit the district on nights, weekends, and holidays but likely no more than a few times per month.

Residents	27,852 total
Employees	~11,757 total

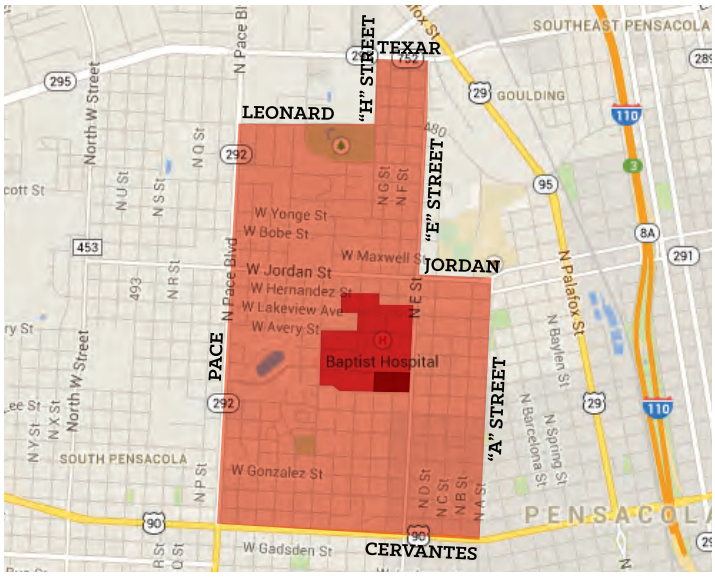
Tertiary Draw Area

Residents of the tertiary draw area will be the least frequent visitors to the project, with a very small percentage of residents potentially visiting the district only a handful of times per year. In order to attract them, it is critical that the neighborhood core incorporates high quality eateries and unique and interesting destination events, as this will likely not be a convenient destination.

Residents	73,677 total



Primary Draw Area: Baptist Hospital



Employees

Total Population (including Lakeview Center): 5,674

Baptist Health Care and its affiliate companies (including Lakeview Center) employ over 4,800 people who work every day on the Baptist main campus. For the purposes of sorting the employees by their spending ability and behavior patterns, we have segmented the employees into three distinct groups*.

**Currently, BHC only keeps a full spectrum of data on their full -time employees, rather than their independent contractors, though the compensation and corresponding ratios are reportedly similar. Therefore, the total number of employees has been estimated based on an extrapolation of the totals provided by BHC.*

Doctors and Senior-Level Executives and Managers

Population: 1,972

This group of employees has flexible hours and the highest salaries. They prefer food and beverage establishments with a higher average ticket price and that have healthier options. They are also more likely to utilize boutique retailers, gym and workout facilities, and personal services and amenities (i.e. massages, dry cleaning). A significant percentage of this group will use the district on an almost daily basis.

Key Behaviors:

- Flexible hours and higher disposable income
- Prefer food and beverage establishments with a higher than average ticket price and healthier food options

Desired Experiences:

- Specialty/boutique retailers, fitness facilities, and personal services and amenities
- Personal Services and amenities for daily/weekly use

Clinicians, Nursing Staff and Mid-Level Managers

Population: 1,540

These employees have less schedule flexibility and disposable income, but still have capacity for non-essential items. They eat lunch at about the same time every day, though clinicians may have more variable hours. They will seek out casual, affordable restaurants, comfortable places for a drink after work, and are also likely to use services and amenities. Although they might not have the disposable income to spend money in the district as often as other employees, they would likely utilize the district several times per week.

Key Behaviors:

- Less flexible hours and disposable income, but have the financial to afford non-essential items
- Concurrent lunch break hours (clinicians may be different)

Desired Experiences:

- Casual, affordable restaurants
- Comfortable places for a drink after work
- Personal services and amenities for daily/weekly use

Administrative Support, Service Workers and Support Personnel

Population: 1,387

This group of employees has clearly defined work hours, lunch and break times. They have less disposable income and are more likely to frequent the quick-serve eateries, and less likely to visit the less essential retail offerings like sit-down restaurants, boutique retailers and personal services.

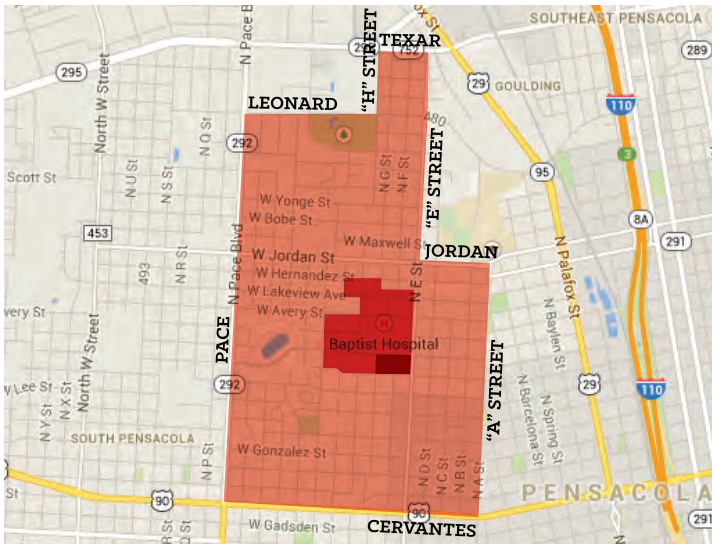
Key Behaviors:

- Defined work hours, and lunch and break times
- Less disposable income
- Less likely to visit higher than average ticket price options

Desired Experiences:

- Quick-serve eateries
- Casual, affordable restaurants
- Comfortable places for a drink after work
- Personal services and amenities for daily/weekly use

Primary Draw Area: Baptist Hospital



Patients

Estimated Annual Patient Visitation: ~95,000

Baptist sees over 95,000 patients per year. Many come from out of the area for inpatient and outpatient treatment. Many of these patients also bring a family member or friend with them, or, in the case of inpatients, they receive visitors. The result is a very large cohort of potential customers for a retail district.

Inpatients ~13,500 (Avg. Length of Stay: 4.29 days)

Inpatients at Baptist will have a low visitation rate, due to the fact that they are incapacitated and receive their meals in their rooms. However, some inpatients are allowed and encouraged to take walks around the campus as part of their healing process and could benefit from access to an inviting public realm proximate to the campus. A commercial district might entice them to return upon discharge. Their time of discharge is likely to be the only occasion an inpatient might utilize the district.

Key Behaviors:

- Low probability of visiting retail offerings due to the fact that they are incapacitated and receive their meals in the hospital
- The only time this type of end-user would utilize a retail district would be upon their discharge from the hospital
- Some are allowed and encouraged to walk around the campus as part of their healing process

Desired Experiences:

- A tranquil, safe environment in which to walk and rest outdoors
- Bedside delivery or rapid prescription fillings by a retail pharmacy like Towers Rx

Outpatients ~81,500

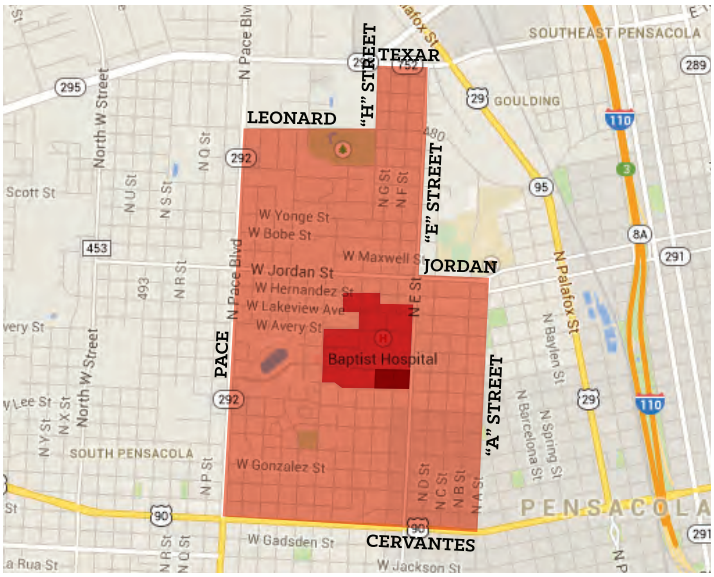
Outpatients vary from those coming to the hospital to treat an acute health issue, ongoing treatments, regular visits, or standing, regular appointments. Outpatients are a key segment to target, particularly those who are not suffering from an acute health problem. Outpatients often have waiting times, and certainly can utilize the commercial goods and services upon arrival or departure.

Key Behaviors:

- Often visit the hospital for minor ailments
- May utilize the retail district due to waiting times at the hospital and can certainly visit the district before or after their hospital appointment

Desired Experiences:

- Neighborhood conveniences, particularly a pharmacy
- Social eateries that are proximate to the hospital
- Specialty gift stores



Hospital Visitors

Estimated Annual Visitation: ~236,000

While the actual number and demographic breakdown of visitors (those coming to the hospital to aid or support a patient) is difficult to estimate, it stands to reason that almost all inpatients have some level of visitor support, and many outpatient procedures require that someone be available to transport the patient to and from the procedure. That support is likely in the form of a friend of family member, so demographic information will mirror that of the patient. Many of these visitors will have protracted waiting times in which they will have the ability to visit the retail offerings, particularly the eateries, gift shops, and personal services.

Baptist Hospital Visitors

Annual Visitors: ~182,000*

Key Behaviors:

- Primarily visit the hospital to aid or support a patient
  - Nearly all inpatients have some level of visitor support
  - Many outpatients require transportation assistance after their procedure
- Demographic information for these end-users will likely mirror that of the patient because these visitors are usually friends or family
- Many of these end-users/visitors will have prolonged waiting times

Desired Experiences:

- A stimulating place (see below) to pass time while waiting for friends or family who are patients at the hospital
  - Retail offerings
  - Eateries
  - Gift Shops
  - Personal Services

**The visitation estimation is based on inpatients receiving 1.5 visitors per day, and 50% of outpatients being accompanied.*

Medical Office Visitors

Annual Visitors: ~54,000

Key Behaviors:

- Patient follow-up visits
- Regular Doctor or specialist appointments

Desired Experiences:

- Convenient, quick-serve dining options
- An attractive, safe, public realm and parking experience

Baptist Hospital
EMERGENCY
W Blount St 1400

Primary Draw Area: Neighborhood Residents

Neighborhood Residents

Total Residential Population: 4,854

2014 Estimates	A	B
Population	810	4,044
Population Growth (2010-2014)	-0.13%	2.63
Median Household Income	$26,488	$17,420
Median Age	37.2	40.2
Average Household Size	2.37	2.13
Households Without People Under the Age of 18	68.69%	71.35%
Families Below Poverty	33.16%	47.41%
Renter Occupied Housing	45.59%	69.16%

Source: Claritas SiteReports, 2014

The physical blight and impoverished state of the neighborhood surrounding the BHC campus has been well documented. However, the creation of a commercial center that is anchored by the Baptist campus will be the first step in creating an environment that will begin to infuse new residents with current ones. There is a clear distinction between the residents on either side of E Street, with the number of residents to the east being fewer, but higher in likely disposable income. The residents in the primary trade area will be able to use the district primarily on nights, weekends, and holidays.

Key Behaviors:

- Likely to use the District throughout the day and on weekends
- Will have unrivaled access to the District but with a higher than average unemployment rate, less disposable income

Desired Experiences:

- Traditional neighborhood conveniences
- Civic services and programs
- Restaurants and entertainment
- Diverse, quality retail offerings
- Cultural events and festivities programming

Secondary Draw Area

Residents

Total Population: 27,852

The North Hill district is a neighborhood in transition with a wide array of socioeconomic categories. The proximity to Baptist would enable those residents with the time and money to spend in the district to walk, bike, or drive to the district. Residents who can afford it will have the propensity to visit a few times a month. Their proximity to downtown and its services and amenities will keep them from regularly frequenting the site. Residents west of Pace and north of Barrancas are largely impoverished, with a high rate of unemployment, therefore they will not have the propensity to spend much time and money in the district. They will likely be interested in the lower-cost eateries, and some neighborhood conveniences.

Downtown residents and residents south of Barrancas are farther away from the district than the others in the secondary segments, but as the downtown residential population grows, they will likely have the financial capacity to visit the district. The western residents have fewer dining and retail options in their area than the downtown residents, but are farther away.

2014 Estimates	Zone A	Zone B	Zone C	Zone D
Population	4,119	14,858	4,138	4,739
Population Growth (2010-2014)	0.34%	1.96%	1.69%	-1.39%
Median Household Income	$25,873	$28,492	$30,244	$41,431
Median Age	42.9	36.4	43.0	45.8
Average Household Size	2.34	2.37	2.03	2.10
Households without people under the age of 18	73.01%	68.50%	78.70%	79.18%
Families below Poverty	35.00%	24.80%	20.47%	14.74%
Renter Occupied Housing	35.96%	49.75%	51.39%	36.64%

Source: Claritas SiteReports, 2014

Zone A: North Hill Area

Residential Population: 4,119

Key Behaviors:

- Proximity to Baptist Hospital will allow these end-users to walk and access the District regularly
- The proximity of this area to downtown will likely create competition

Desired Experiences:

- Social eateries
- Unique specialty shops
- Neighborhood conveniences

Zone B: Downtown Area

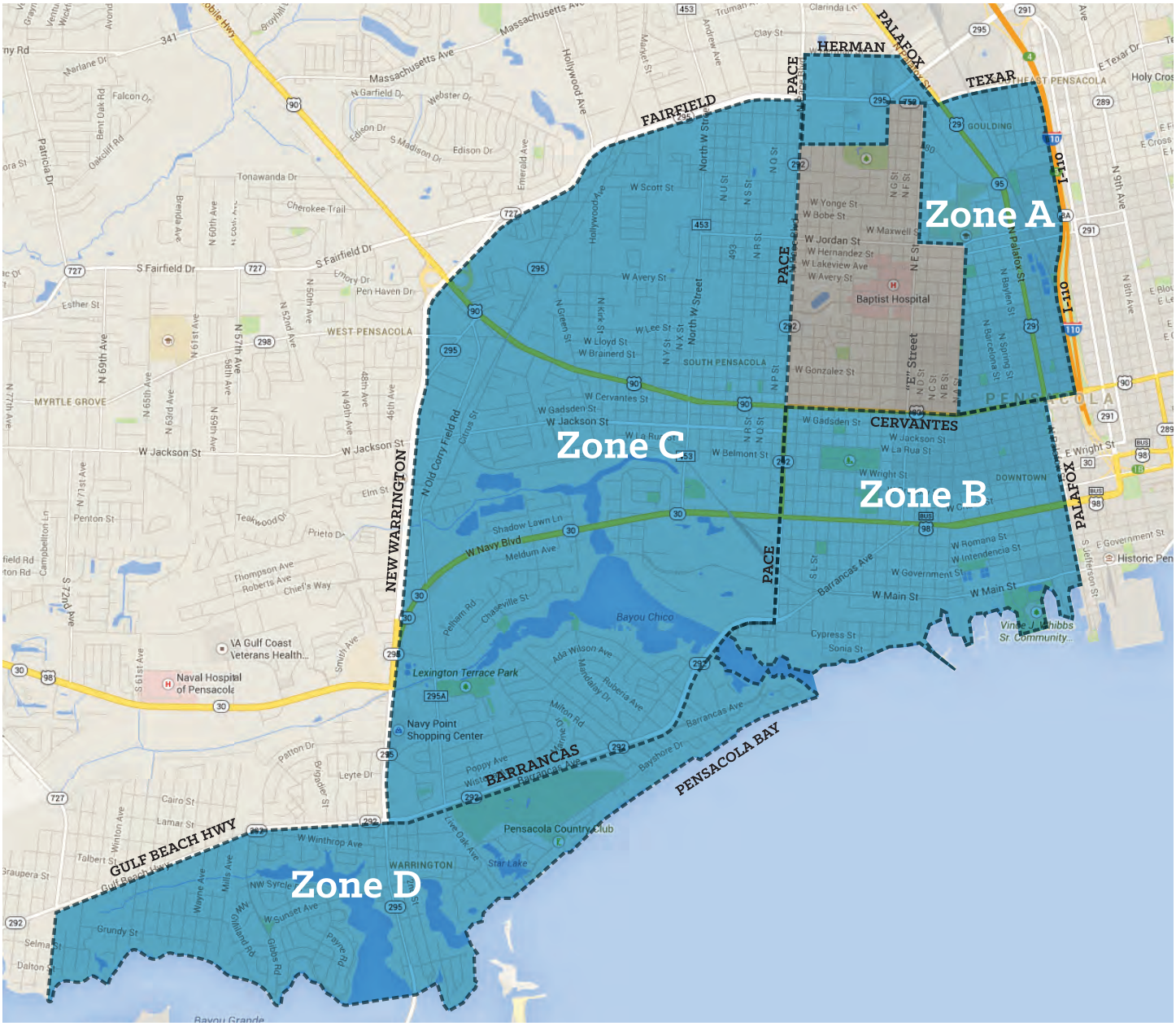
Residential Population: 14,858

Key Behaviors:

- Growing downtown population will have the financial capacity to utilize the District if offered quality uses.
- The proximity of this area to downtown will likely create competition

Desired Experiences:

- Destination cafés and restaurants
- Diverse, quality retail offerings
- Affordable activity based retail uses



Zone C: West of Pace Boulevard

Residential Population: 4,136

Key Behaviors:

- Mainly impoverished households with a high rate of unemployment, these end-users have a highly limited amount of disposable income
- If able to visit the District, quality, affordable retail uses along with everyday neighborhood services and amenities will interest this group

Desired Experiences:

- Quick-serve food and drink
- Neighborhood conveniences

Zone D: Bayou Grande Area

Residential Population: 4,739

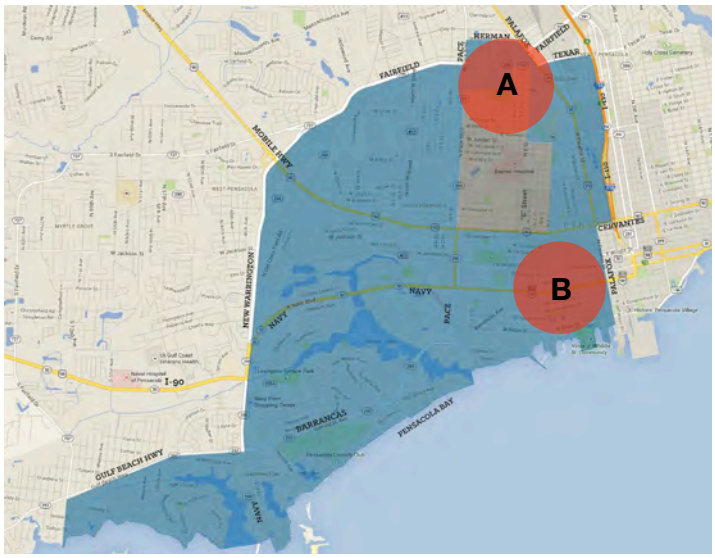
Key Behaviors:

- Too far to use the District for neighborhood conveniences, a quality retail environment could attract them due to the lack of alternative options in the west side of the city
- Residents in this area will utilize the District primarily on nights and weekends, though the higher average age suggests some retirement schedules

Desired Experiences:

- Health and wellness experiences
- Dinner and entertainment

Secondary Draw Area (cont'd)



Employees

Estimated Population: ~11,757

While the employees to the north are currently more apt to utilize fast-food chain establishments in the Cordova Mall area, if there are quality, affordable lunch establishments in the district, it is anticipated that some will find their way to the district, given their proximity and convenience. Downtown employees will be more difficult to attract, given the numerous options available to them in the central business district. However, their familiarity with walkable urban environments will likely attract some of them to quality eateries and unique shopping experiences a few times per month.

Escambia County Central Office Complex

Blount Building, downtown Pensacola

Zone A: Employees to the North

Estimated Population: ~6,563

Public Employees: ~2,853 | Private Employees: ~3,710

Key Behaviors:

- More apt to travel northeast to chain establishments in the Cordova Mall area but could be drawn to the District if offered quality, affordable retail offerings

Desired Experiences:

- Affordable lunch options
- Neighborhood conveniences
- Health and wellness related uses

Zone B: Downtown Employees

Estimated Population: ~5,128

Public Employees: ~712 | Private Employees: ~4,416

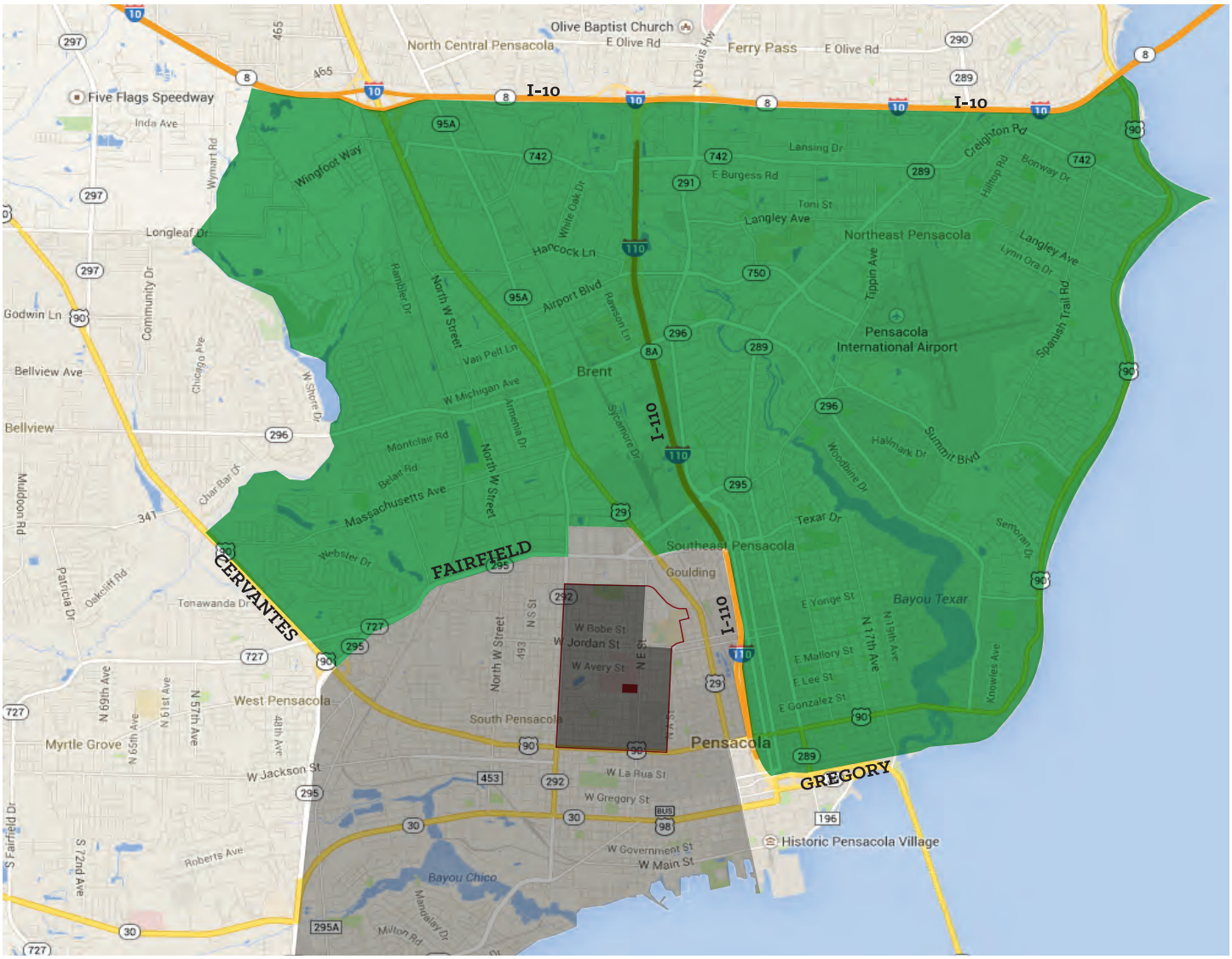
Key Behaviors:

- Given the numerous retail options in the central business district, these end-users will be difficult to attract
- Familiarity with walkable urban environments may draw these employers to the District, if offered a high-quality, unique destination

Desired Experiences:

- Destination eateries
- Unique, quality boutique shops

Tertiary Draw Area



Residents

Total Population: 73,677

2014 Estimates	
Population	73,677
Population Growth (2010-2014)	1.78%
Median Household Income	$41,628
Median Age	37.5
Average Household Size	2.28
Households Without People Under the Age of 18	72.53%
Families below Poverty	15.46%
Renter Occupied Housing	37.24%

Source: Claritas SiteReports, 2014

Key Behaviors:

- Residents and employees of this target market will be the least frequent end-users of the District
- High quality retail offerings will be critical to attracting these end-users who have a wide array of retail options in various areas north of the downtown area

Desired Experiences:

- Destination eateries
- Unique, quality boutique shops
- Destination events and activities

Visitor & Patient Survey Highlights

89%

(only **4.5%** believe such an environment will have no impact)

of **patient** survey respondents believe a walkable retail environment will **improve the Baptist Campus experience**

75%

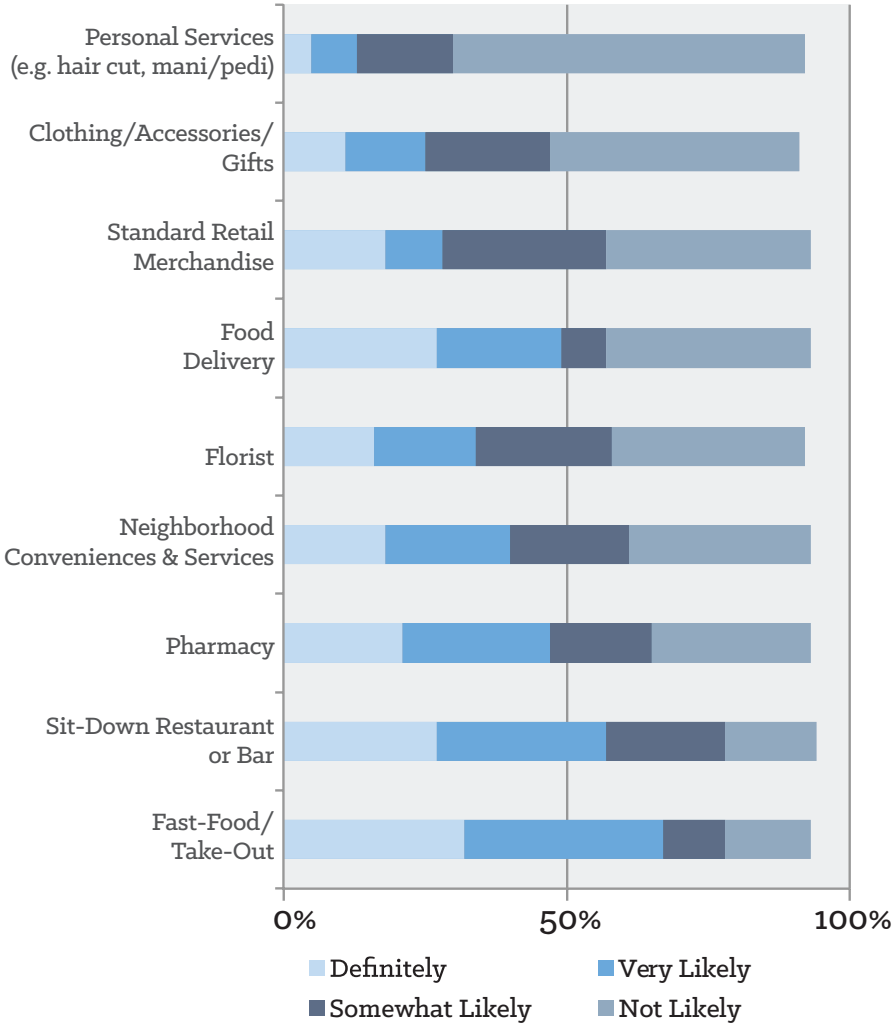
(only **4%** believe such an environment will have negative or no impact)

of **visitor** survey respondents believe a walkable retail environment will **greatly improve the Baptist Campus experience**

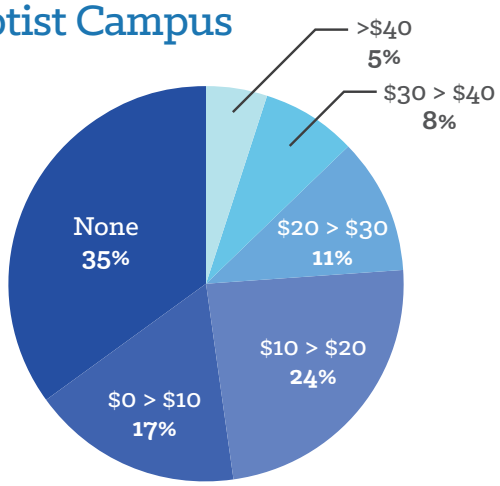
48%

of visitors are **at least somewhat likely** to **use lodging**, if it is **on or near** the Baptist Campus

When visiting the Baptist Campus, how likely would you be to utilize the following retail offerings if they existed?



Amount of money Visitors spend per day/visit on the Baptist Campus



$3,027,880

Potential Annual Visitor Retail Revenue

(based on an estimated 236,000 visitors per year)

Not even a coffee?

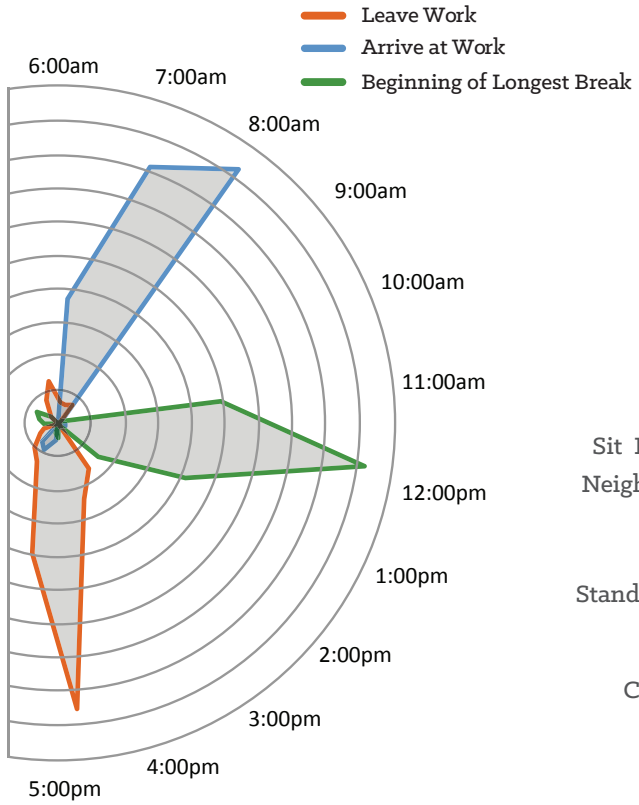
% of visitors reported NOT using the following:

Coffee Shop	62.5%
Tower Pharmacy	69.5%
Gift Shop	71.6%
Sunshine Café	88.5%

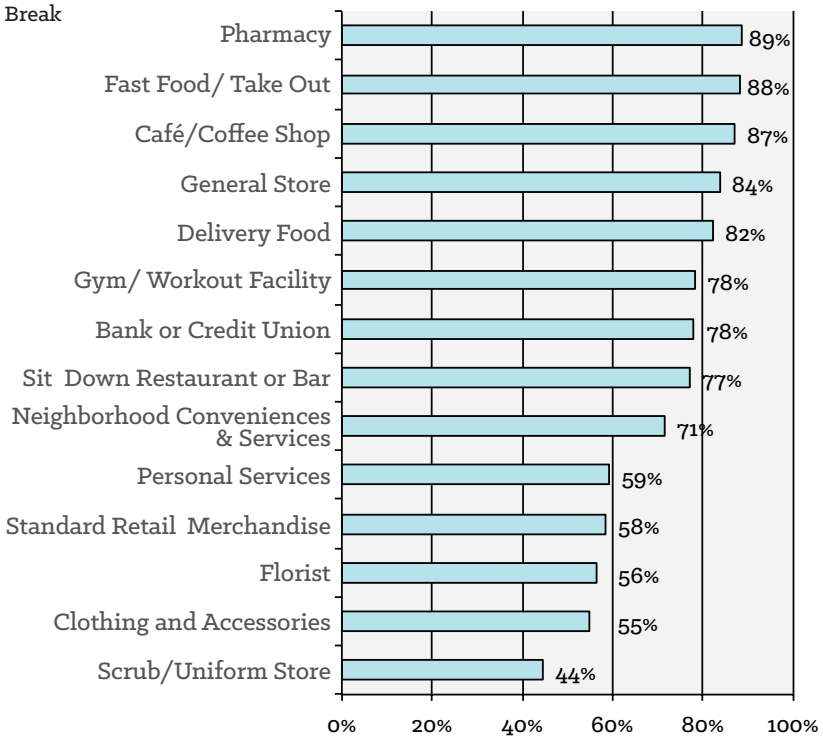
(Discrepancy between what visitors *want*, and what visitors *do* points to a significant latent demand)

Employee Survey Highlights

Employee Workday Behavior



Employees report being at least "somewhat likely" to utilize the following a minimum of once per week



56%

of employees **eat breakfast** on the Baptist Campus **at least once a week**

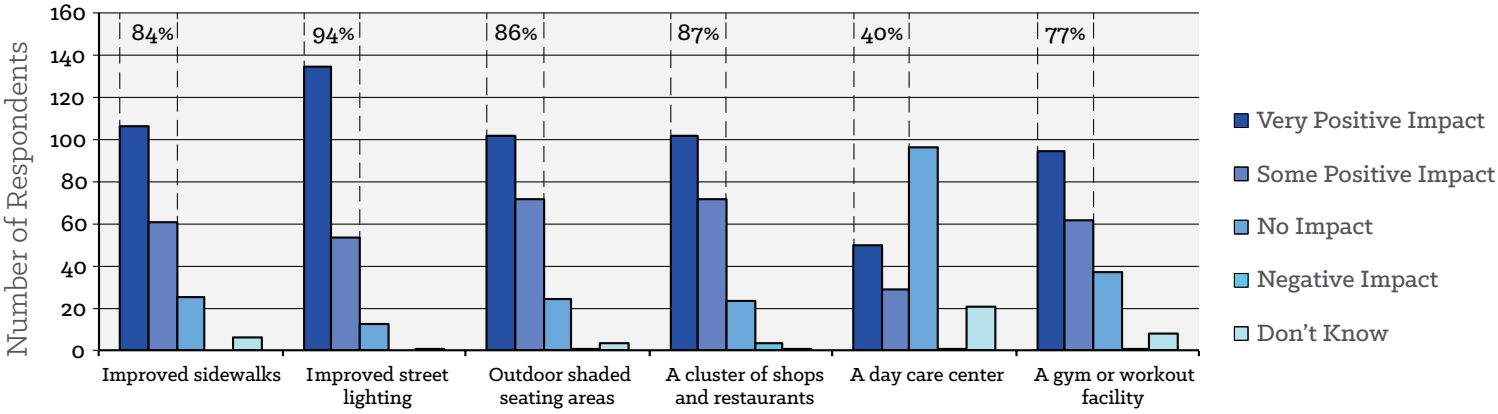
90%

of employees **eat lunch** on the Baptist Campus **at least once a week**

50%

of employees **eat lunch** on the Baptist Campus **at least twice a week**

Impact of Potential Uses on the Baptist Campus



Respondents: Employees (Online): 241 | Patients (In Person): 96 | Visitors (In Person): 75

Preliminary Programming

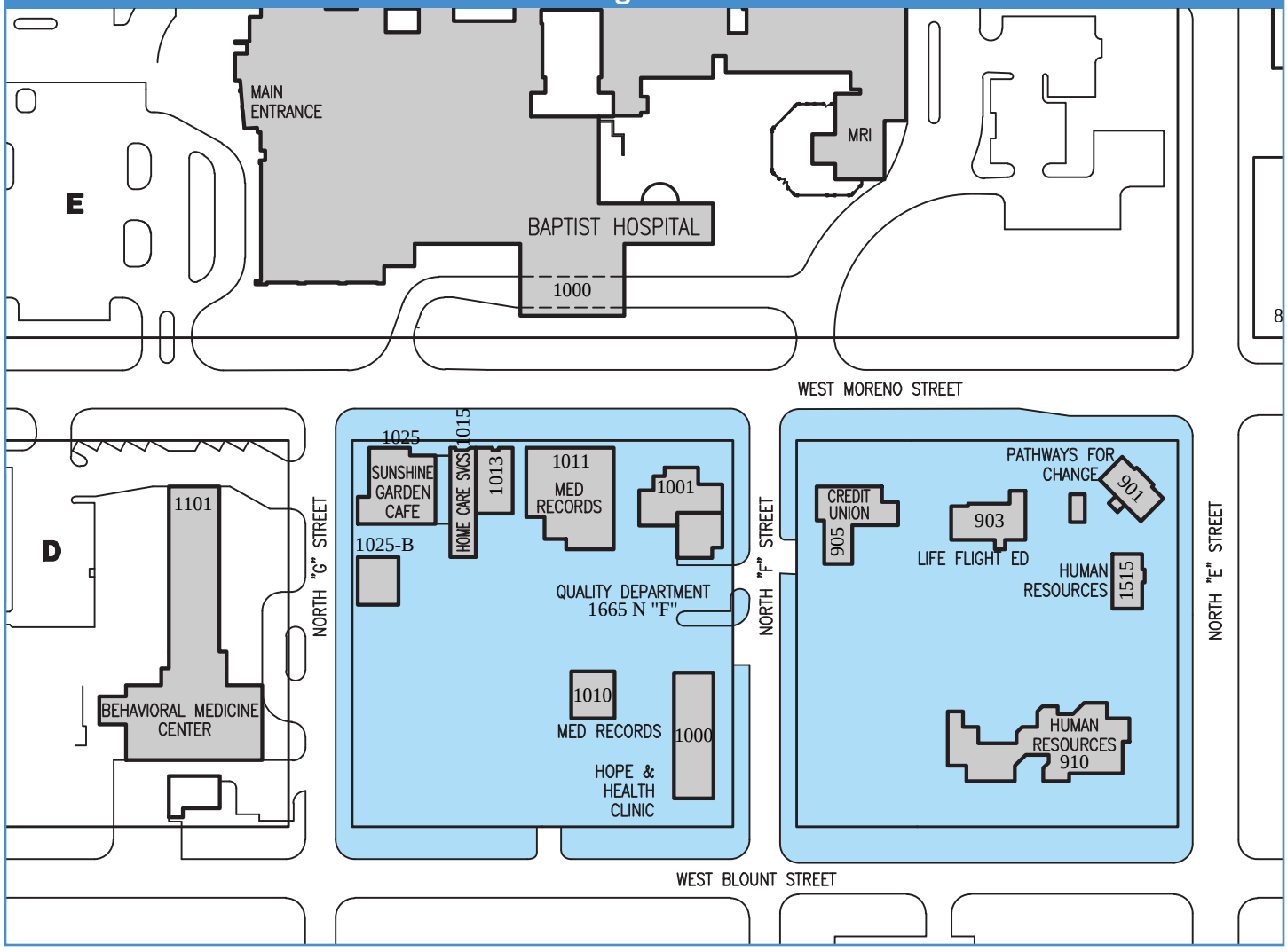
Phasing Principles

Given Baptist's current office requirement and the realities of the primary draw area, the entire two-block parcel will not be developed in the first phase of development. However, it is critical that the first phase of the project be designed in such a way that it will appear complete as a stand-alone project, and yet will also seamlessly integrate with potential future phases. This phased approach is most effectively achieved by beginning with a master planning process that envisions the future in a conceptual and flexible manner, with the understanding that future circumstances may dictate change.

In addition to envisioning the uses and locations of future development, an interim land use strategy should also be employed. Rather than allowing the undeveloped portion of the site to remain as a cleared development pad, interim uses are suggested in this report to create an environment without holes in the urban fabric and experience.

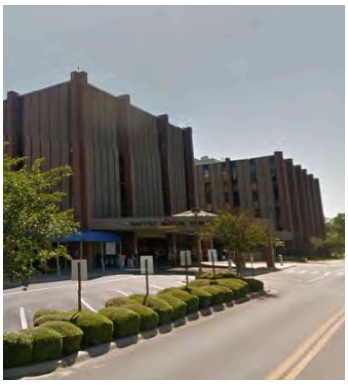
Phasing Site Plan Example:
LWLP Coliseum Development, New Haven, CT

Existing Site Area



Professional Office Building

Baptist Health Care has communicated a very specific, but potentially flexible, space allocation program for the proposed office portion that will drive this first phase of the mixed-use development. As the table below details, Baptist has identified over 66,000 SF of office tenancy that could be located in the first phase of development, as it attempts to relocate office users from the Medical Towers, from makeshift, repurposed cottages, and even from off-campus. As time passes, however, the total square footage may expand or contract based on the financial viability of phase 1 as well as the growth of Baptist's burgeoning in-house physician program and its associated medical office requirements.



From **Baptist Medical Towers**

Total Required SF: 16,429

Additional SF: 4,777

- Service Line Directors
- Surgical Admin./Ormis Support
- Decision Support/ Internal Audit
- BHC Foundation
- (BHC Administration)
- Accounting/Finance
- Reimbursement
- BMG Administration
- Insurance Verification
- BMG Marketing & Recruiters
- BMG Finance

From **Street Buildings**

Total Required SF: 18,432

- Corporate Compliance
- Marketing Strategies
- Medical Records
- Case Management
- Marketing Communications
- Human Resources
- Risk Management

From **Other Possible Tenants**

Total Required SF: 1,791

Additional SF: 17,000

- (Business Office)
- Volunteer Services
- Education

From **Other Inventory**

Additional SF: 9,000

- (Information Services)

Totals

Required Program: 36,652 SF

Additional Desired Program: 30,777 SF

Optimal Program: 67,429 SF

FRESCO

Retail Programming Principles

Prescribing the most appropriate retail concepts to be included in the proposed development is a crucial determinant of success. It is also necessary that the retail programming be consistent with the overarching goals of the development and the neighborhood as a whole. Therefore we have outlined the following guiding principles for retail programming toward the goal of achieving an experientially excellent and economically viable retail environment.

Local Independent Operators

As mentioned in the guiding principles for the project, populating the retail units with local and independent operators is key to creating an urban retail environment. First, the project must be clearly differentiated from the national retail offerings to the north and along the key arteries. Second, local operators tend to immediately immerse themselves into the community and become local ambassadors who help promote the neighborhood as well as themselves. Lastly, independent retailers offer the kind of flexible and creative retail experience necessary for a unique mixed-use experience.

Versatile Concepts

With limited retail space likely available in the first phase of development, it will be critical that each concept be flexible enough to offer more than one neighborhood benefit in order to achieve a well-rounded neighborhood experience, as well as to ensure they have different revenue streams to support their economic viability. For instance, the grocer might offer prepared meals, the coffee shop might also serve a light dinner, and the shoe store might also host a running club. A diverse and financially viable retail environment is achievable with limited space, but only if concepts are able to diversify themselves as well.

Healthy Living

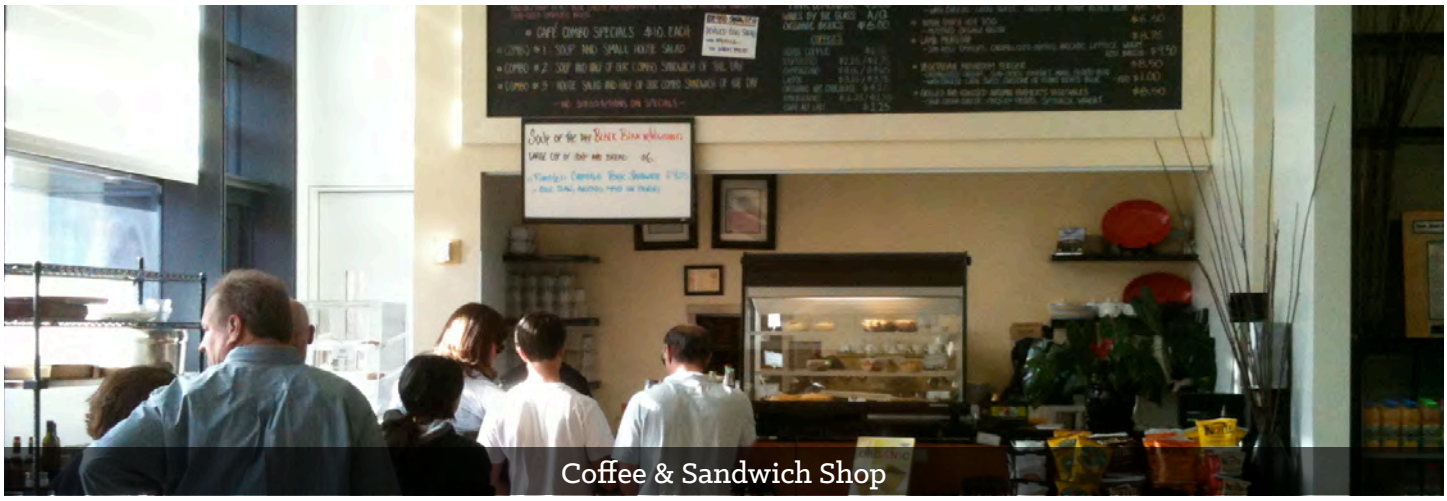
Retail concepts that promote or complement a healthy lifestyle must be prevalent within the project. Whether it is a grocer that offers fresh local produce, a fitness/wellness concept, or a café with vegan and vegetarian offerings, each selected tenant should be willing and eager to incorporate health and wellness into their concept. It is a hallmark of the Baptist Health Care mission and will be an important branding effort as the neighborhood is marketed to the broader population.

Needs of Primary Market

Each of the targeted retail concepts should be tailored to meet the daily needs of the primary market. The temptation to be "all things to all people" should be avoided, and rather the desired experiences and necessary services and amenities required by the neighborhood residents, employees, patients and visitors should be the key programmatic driver. This new district will be a micro-economy, and those people using the district on a daily basis will be the key to success.

Potential Retail Uses

Food & Beverage



Coffee & Sandwich Shop

Café experiences have become ubiquitous due to the many numbers of ways they are utilized by students, employees and residents as gathering places, for lunch, for morning coffee, and for solitary study.

Neighborhood Grill & Pub

With evening activity currently sparse, a grill and pub would offer employees and residents a place to have a drink after work and even stay for dinner. Visitors of patients will also appreciate the respite.

Healthy Treats

Sweet dessert and snack options are excellent pedestrian traffic generators with extended active hours. Families, employees, and visitors will appreciate those treats if healthier options exist.

Quick-Serve Breakfast & Lunch

Employment centers and young neighborhoods benefit greatly from the inclusion of convenient, fast breakfast and lunch options for people with limited free time or disposable income.

Casual Full-Service Dining

The success of the Sunshine Cafe is a clear signal that the market exists for a casual full service dining options. A strong patio presence and healthier options will increase that demand.

Daily Services & Amenities

Neighborhood Market

A health-conscious, high-quality market that offers staple grocery items and fresh produce, as well as prepared meals, would fill a clear need for both residents and employees.

Salon

A hair and nail salon is a popular neighborhood amenity that would serve neighborhood residents, employees, and visitors to the campus.

Pharmacy

Currently, about ⅔ of Tower Rx revenue is from the community outside the hospital, despite its internal location. An exterior location with available parking would improve convenience without sacrificing existing customers.

Day Care

A neighborhood and hospital day-care concept could provide employees and young neighborhood residents with a place to drop off children while shopping, working, or playing.

Dry Cleaner

Dry cleaning and wash-and-fold services are important neighborhood amenities that could serve employees and residents.

Health & Wellness

Fitness Center

A fitness center that would also house some physical therapy functions could have a broad appeal, while also utilizing some upper story space.

Wellness/Day Spa

A wellness center that offers massage therapy and dermatology services would be an excellent amenity for residents, employees, patients and visitors.

General Retail

Florist/Gift Shop

Locating the gift shop within the district would attract more visitors to the new development and showcase the new concepts.

Occupational Retail

Our interviews suggest that demand may exist for a small retail space that sells clinical attire, rents medical equipment, and sells other functional clothing items.

Public Realm Programming

Public Realm Programming Principles

The public realm is a vital portion of the built environment that defines a city's identity through facilitating the circulation of people and resources, and defining the connections between different places. It primarily consists of roadways, sidewalks and various types of open spaces that create the urban fabric where social interaction occurs. A well-designed public realm balances mobility and access needs for all users and contributes to the sense of place by encouraging users to engage with the city's environments in a manner that is inclusive to all users. Therefore, it is important that the public realm is safe, sustainable, and accessible. Our assessment of the existing conditions as well as the broader vision for the neighborhood and the site has yielded the following guiding principles for creating an active and inviting public realm.

Scale

The scale of the urban environment often refers to the architectural proportions of urban spaces in relation to their users. In order to support the creation of a place that is vibrant, inviting and inclusive, the scale of the environment must fit the size of the person in such a way that safety, accessibility and comfort are paramount. Certain design amenities must be provided to allow for people to rest, socialize and pass through so that they are encouraged to spend time in the public realm and activate these spaces.

Affordability

The creation of a thoughtful, sustainable and accessible public realm need not be expensive, as the core fundamentals that drive the design of such spaces are derived from best practices, which are not dependant on costly construction materials. The public realm should be a durable environment that can withstand the wear and tear of weather and daily use, so a certain level of quality must be attained. This level of quality can be achieved through the design and construction process and not necessarily through expensive materials.

Comfort/Accessibility

The public realm should first and foremost invite users to stay and use the spaces available, by designing environments to be comfortable and accessible to all users. The notorious heat of the region should be mitigated with shade trees and permeable, green surfaces, for instance, and the main plaza and patios should have seating options that encourage informal gatherings and outdoor dining.

Surface Permeability/Green Space

Because storm water management is an important consideration, the surface of the public space should be permeable wherever possible, and ample green space should be incorporated throughout the project to allow water to enter the ground. Aside from being less expensive to maintain, green space reduces the heat island effect of paved surfaces, while adding to the aesthetic quality of an urban environment.

Potential Public Realm Uses

Public Realm Elements

Public Plaza

Terraces/Patios

Functional Public Art

Nightscaping

Trees & Shade

Outdoor Seating

Interim Land Uses

Potential Interim Programming

Once the first phase is complete, a significant portion of the site will remain undeveloped. Rather than appearing as vacant and unused, the undeveloped portions of the site should be programmed with interim uses and events to ensure that the entire site is active as it awaits future development. Interim programming also attracts new people to the neighborhood and creates rituals and habits for existing residents and employees. Though the location of the undeveloped portion is difficult to predict at this stage of the process, we anticipate that the following interim site activation initiatives be considered during the master planning stage.

Community Gardens

As an interim and potentially long-term use, community gardens have been a powerful tool for creating positive social and economic changes within challenged neighborhoods. Widely adopted as a community building resource that provides access to a healthy, natural source of food, community gardens also address issues of stormwater management and radiate heat through more permeable and less heat absorbent surfaces when compared to paved landscapes, such as asphalt or concrete. Within the Baptist and Westside community, community gardens could become a conduit for addressing multiple goals, including healthy communities, community education, engagement and cohesion, equitable places, beautification, stormwater management, brownfield contamination.

Recreation Fields

Temporarily programming a section of green space as a community recreation field would offer an important opportunity for neighborhood residents to utilize the site for soccer, Frisbee, or other active recreation activities that require a large open space. This use would meet the principle of creating opportunities for healthy lifestyle as well as providing a needed neighborhood amenity.

Events Programming

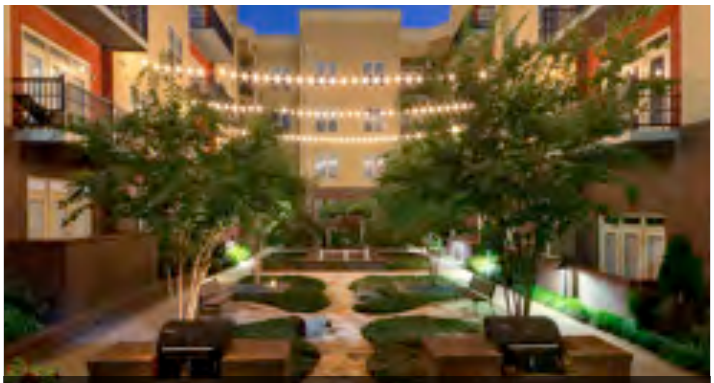
Neighborhood rituals, events and festivities such as a weekly farmers market, seasonal festivals, and small-scale concerts and performances often require large open spaces like those which will likely be available. Evening and weekend activities would add to the retail viability during the times when Baptist has fewer employees on campus.

Potential Future Programming

In order to properly master plan the entire site, it is necessary to begin the conversation with what other uses might occupy the portion of the parcels that will remain undeveloped in phase one. Based on our interviews with Baptist executives, and our assessment of anticipated demand over time, we have identified the following future development opportunities as potentially viable in the medium to long terms as the campus and the neighborhood matures. These will need to be validated over time based on market demand and realities.

Hospital Expansion

It is difficult to predict how the hospital might expand over the next decade, but with the brand development efforts related to the Andrews Institute and the Mayo Clinic, it is reasonable to imagine that Baptist might consider adding additional medical office or other ancillary services to the campus. Locating a hospital expansion on upper stories could allow for further development of the retail core, which would only add to the neighborhood experience.

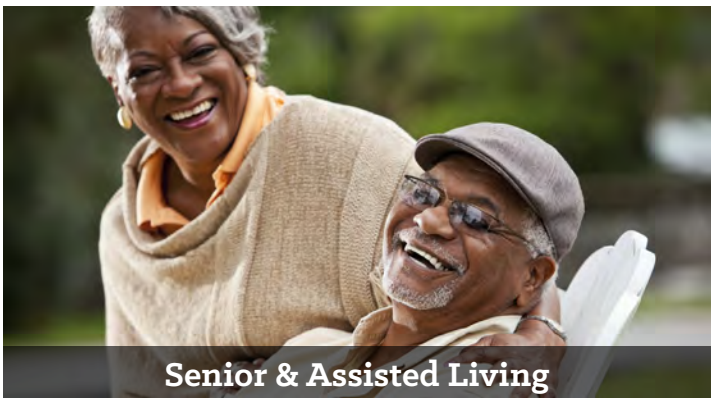


Multi-Family Residential

As demand for urban living options increases over time, as is expected throughout the United States, and particularly in Pensacola due to the rapid expansion of downtown, a multi-family residential development could prove feasible in the next phase of development. Younger medical professionals wishing to live close to work, or aging seniors desiring to be near their healthcare provider could be two large potential user groups for such a typology.

Hospitality

Our discussions with Visit Tallahassee yielded a lukewarm assessment of the current demand for hospitality options in the downtown Pensacola market. Current internal accounting procedures make it difficult to determine Baptist's annual hotel expenditures for visiting consultants and doctors, nor is there a means of tracking overnight stays related to family and friends of patients.. However, as the Baptist neighborhood and downtown Pensacola matures, a small hotel with meeting space might meet a latent or burgeoning demand.



Senior & Assisted Living

Independent, assisted living, and memory care facilities located in or around the site may prove to be an important component for future development. Given Baptist's ability to provide supplemental medical care and the existence of an interesting and lively neighborhood core, the district could prove to be an attractive location for seniors and their families, and serve or serving an exponentially increasing demographic segment.

Parking

Parking on the Baptist campus currently consists of large expanses of surface parking, the bulk of which expands west and north from the hospital and the medical towers. Other parking areas have evolved throughout the West Moreno corridor. Heretofore, constructing structured parking has not proven economically feasible or necessary due to the amount of excess land owned by Baptist. However, the result is a parking plan that is unorganized and expansive, and not conducive to a vibrant urban streetscape. LWLP does not anticipate that the financial pro-forma of the first phase of development will support the construction of a parking deck, but does recommend several interim steps to improve the parking configuration to better serve the campus as well as to add to the retail viability of the new development.

A more in-depth parking study will be necessary as part of the master planning process, but LWLP recommends the following adjustments be considered. First, West Moreno should be widened to accommodate short-term or metered on-street parking to allow for convenient access to the retail environment. Second, wherever possible, the current patient, visitor, and employee parking zones and access routes should be reconfigured to allow for proximity and interaction with the new mixed-use development. Third, bicycle racks should be installed near the new development to incentivize bike commuting and access to the retail. And finally, to improve the pedestrian experience, the existing off-street parking should be consolidated to the interior of the campus to allow for future and even temporary active uses to be placed along West Moreno.

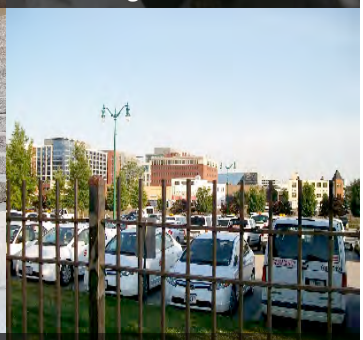
As the campus matures, structured parking will likely become more financially feasible as the cost of construction can be shared among existing and future users, and may also prove necessary to serve the growing populations in the district. When it does, to preserve the urban fabric, the parking decks should be obscured, set back from the street, or wrapped with active ground floor uses.

Short-Term Strategy

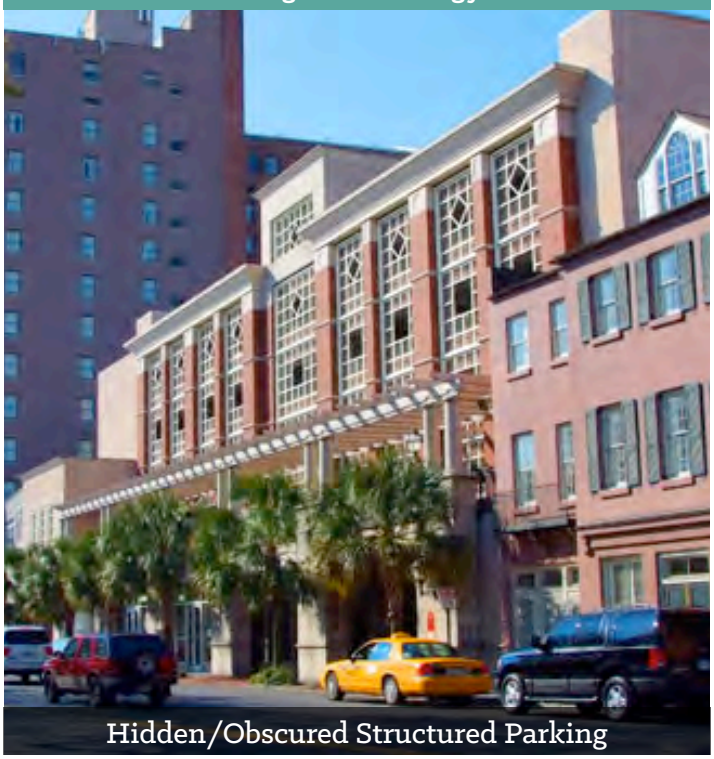
Reorient Parking Zones to Allow for Interaction with Retail District

Time-Limited Street Parking Along West Moreno

Prioritize Bicycle Parking


Off-Street Surface Parking

Long-Term Strategy


Hidden/Obscured Structured Parking

Streetscaping

Streetscaping consists of the various elements that make up the public right-of-way, including sidewalks, streetlights, medians, roads, street trees and bike lanes. They are publicly built and managed, but they are critical components to the experience of a mixed-use neighborhood like our study area endeavors to become. One needs to look no further than downtown Pensacola or the North Hill district to see the profound impact streetscape improvements can have on private investment. Most importantly for the neighborhood as a whole, the sidewalk network needs to be complete. It is not necessary in the more residential areas to have sidewalks on both sides of the street but the sidewalks that currently exist need to connect to the arterial sidewalks, and arterial roads (like West Moreno) should have sidewalks on at least one side of the street. Pedestrian crosswalks should be painted wherever a sidewalk meets a road and street trees should be considered in areas where none exist, particularly in the areas that will become more commercially vibrant. Finally, with safety a prime concern in the area, dark spots need to be identified and remedied by increased streetlighting.

Wayfinding & Neighborhood Signage

One of the city's stated policy initiatives is to improve neighborhood identity efforts. Successful efforts have been made nearby in the Belmont-DeVilliers and the North Hill districts. Neighborhood signage in the Baptist neighborhood would be an excellent first step in creating a sense of neighborhood unity and pride. Upgraded street signs, arrival gateway monuments, and streetlight banners should be installed first around the major access points and core of the neighborhood, and then expanded over time. A complementary effort would be to install internal wayfinding signs that direct pedestrians and vehicles to the neighborhood core and Baptist campus. Additionally, wayfinding that attempts to draw people in from outside the district should be explored.

Parks & Open Space

Parks and green space are critical not only to storm water management, but also to efforts to foster a healthy, walkable neighborhood. Currently, Morris Court Park is the only public park within the neighborhood. Armstrong Park is within a relatively short walk from the campus, but is widely considered to be part of the North Hill neighborhood. However, the water retention pond on the western side of West Moreno St. has the potential to be converted into a public green space with the simple addition of sidewalks and benches. Other blighted structures should be considered for public acquisition for small "pocket" urban parks.

Public Sector Participation

A Necessary Partnership

In order for the Baptist Health Care project to be developed in such a way that the aforementioned goals of the city, county, and Baptist are achieved, public investment and cooperation will be required. Our discussions with public officials indicate that the appetite for such a partnership exists for the express purpose of lifting an historically underserved population and neighborhood out of the throes of poverty and blight. Without public support, the most economically feasible approach to meeting the Baptist professional office space needs would be the construction of a single-use office building or complex. However, such a development would have little or no effect on the economy or experience of the neighborhood. Conversely, it is clear that the public sector does not have the resources or public mandate to initiate the level of public improvements required to significantly incentivize the private sector to invest in the Westside neighborhood. The fact that the city and county joined Baptist to explore this opportunity collectively is further testament to the public sector's understanding of this reality.

The city and county have limited resources that must be deployed across their respective jurisdictions. How that deployment is allocated is a function of often competing variables such as political influence, perceived need, and stated policy, among many others. In the end, however, public administrations are held accountable for the end result of the use of resources. Therefore, it stands to reason that opportunities wherein public resources can be tied to a significant private investment by a major economic anchor for clear public benefits that reinforce stated city and county objectives deserve consideration.

Focused vs. Dispersed Public Investment

The public sector generally has a limited capacity to spend, and therefore public investment is often made in a piecemeal fashion in geographically dispersed areas where some aspect of the public realm has fallen well below standard, such as in the case of potholes, crumbling sidewalks, or blighted structures. When public safety is a concern, obviously such investments are necessary, but the effect is that dispersed investment largely goes unnoticed, and it rarely spurs additional private investment. However, in an urban environment, focused public investment, in conjunction with private investment, in neighborhood cores can have an exponential impact on future private investment, and the result is often transformative. Throughout the county, state, county, and municipal governments are beginning to understand that tying public investment to major private development projects creates an exponential return on that investment in both the short and long terms.

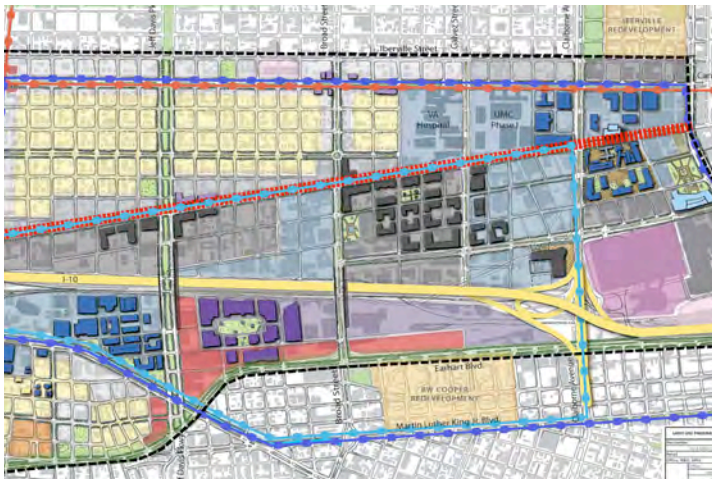
Precedents

Below are two of many examples in other markets where the public sector is leveraging the effects of medical anchors to affect change in historically underserved populations. Fueled by the growth trajectory of healthcare and life sciences industries, these medical districts offer a much needed investment infusion to adjoining neighborhoods and communities seeking to gain traction with their revitalization efforts. Through the clustering of complementary uses, they facilitate the strategic leveraging of public/private assets with the goal of repurposing vacant land, dilapidated structures and underutilized property.

Local governments and planning departments are capitalizing on this movement by envisioning "town center" concepts similar to what is proposed in this report, where the medical center or health sciences complex would serve as the anchor for an expansive community replete with housing, active green spaces, walkable arterials, organic grocery stores, fitness centers and other lifestyle conveniences.

Bio District - New Orleans, LA

http://biodistrictneworleans.org



N.O.W. NEW ORLEANS WORKS

Spanning 1,500 acres in the downtown and Mid-City areas of economically ravaged New Orleans, this district will feature a world-class bioscience ecosystem providing high-paying jobs in research and development and healthcare delivery.

University of Colorado, Anschutz Medical Campus - Denver, CO

http://www.ucdenver.edu/anschutz

Abutting one of Denver's most blighted neighborhoods, this Campus is a recent public private partnership supporting area residents in identifying neighborhood resources and healthy lifestyle options as well as expanding workforce development efforts.

Public Investments

Our discussions with public officials have uncovered several existing public initiatives that could be employed to add value to the project. While a more extensive project-costing exercise will be necessary to pinpoint the most effective areas where public support of the project will be required, the following represents a list of potential areas where public support might be required.

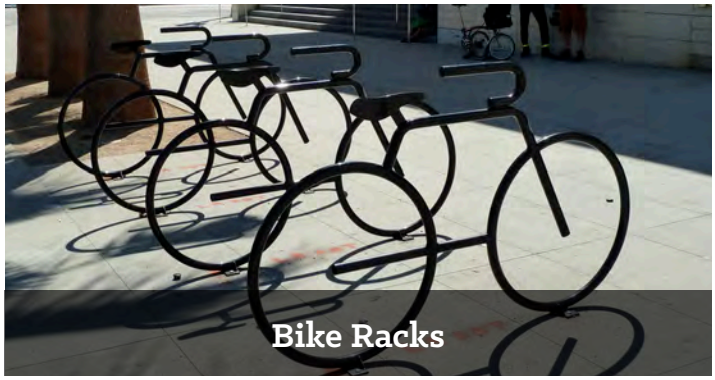
Public Square

Small Business Incentives

Street Trees

Foundational Infrastructure

Benches


Bike Racks

Streetscape (Sidewalks, Lighting)

Community Gardens

Next Steps

Next Steps

In order to move this project forward, the goals and conceptual vision outlined in this report need to be translated into a physical master plan and phase 1 design, developed iteratively and in conjunction with a financial planning exercise. This is essential in order for all parties to understand the nature of their relative commitments (financial and otherwise) and the development outcomes to be generated from those commitments. Once funding and financing commitments are solidified from all parties, implementation of the development can move forward.

1. Development Program Refinement

In order to inform the initial master planning and design exercise, the proposed development program must be refined. This development program will detail the optimal space requirements for each individual office, retail, and common area use forming part of phase 1. This exercise will require the development of a Commercial Economic Study (CES) to determine and validate the supportable square footage of retail development for the project. Additionally, future development opportunities should be identified and their optimal space allocation included for consideration as part of the overall master plan for the site in later development phases.

2. Master Planning & Design

Working with an architecture and planning firm to be engaged, the market information, visions, program and strategic direction from this initial report will inform a feasible and implementable master plan for the project. The master plan will articulate the physical massing and layout of structures, mix and scale of uses, phasing strategies, and other core components necessary to express a clear development strategy. It will include a conceptual multi-phase plan for the overall site, as well as a more detailed design for the targeted first phase of development, including proposed public realm and streetscape infrastructure, parking and access strategies, and green space allotments. This process should engage stakeholder feedback, as directed by the parties, and garner public support and consensus in order to ensure buy-in.

3. Proforma Financial Planning & Feasibility

As the master plan, and more specifically, the plan for phase 1, begins to take shape more concretely, a financial planning exercise (concurrent and iterative with the design exercise) is critical to understanding, with great specificity, the economic framework for a successful first phase of development. The master pro forma, which outlines the capital requirements and structure to implement the project and highlights its key economic characteristics is the economic foundation of this analysis and backbone of the development. This will include detailed costing of the vertical development components as well as proposed public infrastructure, commercial operating proformas for the retail and office components; and, ultimately, a consolidated project-wide cash flow analysis. Costing and financially modeling the project in concert with the physical design will allow the parties to understand the financial implications of design decisions and to make adjustments to the development program and design, as required, to ensure the project's feasibility while staying true to the vision and goals.

Iterative Process

4. Funding & Financing Commitments

Once the physical design and correlated financial picture of the project is well understood, the required levels of investment and funding sources required to move the project forward feasibly will be articulated. The next step is to firm up the relative financial commitments of Baptist Health Care, the City of Pensacola, Escambia County, and any private development partner in order to enable the start of vertical development.

5. Development Implementation

With financing and funding commitments in place, the implementation of the project will begin, taking the first phase of the project from a conceptual plan into a real, built place. Initially, this will include the effort of detailed design development and engineering of the physical buildings and infrastructure, concurrent with site preparation and a targeted leasing process to secure the desired retail businesses for the project. This will also correspond with the public launch of the project, incorporating strategic public relations and marketing efforts to communicate both the how and why this project is being developed, as well as its potential as a significant long-term opportunity for small business owners, local investors, and potential residents.

MAIN
Civic Center
Zoo
Plaza

Appendix

Appendix A: Documents & Information Reviewed

- **Vision 2015 Initiative (Current)**
  Greater Pensacola Chamber: Economic Development Website
- **Enterprise Zone Strategic Plan (December 2003)**
  Escambia County Neighborhood & Environmental Services Department
- **Escambia Consortium, Florida: 2010-2014 Consolidated Plan & 2011/2012 Annual Plan (August 15, 2011)**
  Escambia Consortium
- **Real Property Market Analysis & Recommendations for: Community Maritime Park, Pensacola Deepwater Port & Pensacola International Airport (August 2013)**
  CBRE
- **Westside Community Redevelopment Area Plan (April 2007)**
  The RMPK Group
- **Brownsville Redevelopment Plan (Updated March 2004)**
  Escambia County Community Redevelopment Agency
- **Englewood Community Redevelopment Plan (Updated March 2009)**
  IBI Group, Inc.
- **Baptist Health Care - General Information (Current)**
  Baptist Health Care Website
- **"Final Report" (Date Unknown)**
  Healthplex/Trinity Health Group
- **Baptist Health Care Retail Information (2013)**
  Baptist Health Care
- **Baptist Hospital Retail Rent Roll (May 2014)**
  Baptist Health Care
- **Baptist Hospital Retail Sales Report (March 2014)**
  Baptist Health Care

Appendix B: Key Stakeholder Meetings

Core Project Team

- **Brett Aldridge**
  Corporate Director of Business Development and Strategy, Baptist Health Care
- **John Porter**
  Vice President Corporate Facilities and Support Services, Baptist Health Care
- **Brian Matson**
  Senior Vice President & Chief Strategy & Business Development Officer, Baptist Health Care
- **Eric Olson**
  Assistant City Administrator, City of Pensacola
- **Keith Wilkins**
  Director of Community & Environmental Department, Escambia County

Key Stakeholders

City of Pensacola

- **Ashton Hayward III**
  Mayor
- **Sherry Morris**
  Planning Services Administrator
- **Marcie Whitaker**
  Housing and Urban Development
- **Helen Gibson**
  Chief of Neighborhoods
- **Derrick Owens**
  Director of Public Works & Facilities, City Engineer
- **Clark Merritt**
  Economic Development Manager, Port of Pensacola

Escambia County

- **Lumon May**
  Commissioner, Escambia County
- **Larry Newsom**
  Interim County Administrator, Escambia County
- **Clara Long**
  Division Manager, Escambia County Community Redevelopment Agency
- **Horace Jones**
  Planning Director, Escambia County
- **Randy Wilkerson**
  Housing and Urban Development, Escambia County
- **Joy Blackmon**
  Public Works Director, County Engineer, Escambia County

Baptist Hospital

- **Barbara Beard**
  Director of Behavioral Medicine
- **Karri Humphreys**
  Clinical Director Main OR, Anesthesia & GE Lab
- **Shannon Boatwright**
  Associate Director of Operations
- **Bryan Taylor**
  Neuroscience Service Line Director
- **Liz Callahan**
  General Counsel
- **Tara Rollins**
  Physician Recruitment
- **Nick Porter**
  Human Resources, Benefits
- **Chris Cummings**
  Towers Rx Pharmacy
- **Jennifer Yates**
  Sodexo Food Services
- **Trisha Morrison**
  Gift Shop
- **Son Nguyen**
  Subway
- **Tim Wheat**
  Subway
- **David Bookman**
  Sunshine Café Owner

Pensacola Chamber of Commerce

- **Danita Andrews**
  Director of Business Development, Economic Development
- **Scott Luth**
  Senior Vice President, Economic Development

Appendix C: SWOT

S	
Strengths	Capitalize
Baptist Health Care Network & Downtown Campus	
BHC's regional and international reputation for their leadership in cardiology, orthopedics and internal medicine	Create a campus experience that is on par with the level of care (Excellence in Experience)
BHC properties all within City jurisdiction (annexed) but still benefits from County grants	Utilize available grants and initiatives to address the both the City's and County's goals
5,500 people on BHC campus at all times with an average income of $65,000/year (large, captive employee base)	Provide enough diversity and quality of uses to address the needs of Baptist's captive population as a basis for driving the usage of the site and create a vibrant environment that will begin to expand outward
Sunshine Café is a popular lunch destination	Incorporate and augment Sunshine Café into the new development if possible
BHC is the #1 Private Employer in Pensacola	Create an improved campus experience that is congruent with the stature of BHC in the Pensacola community
BHC is a major anchor in the Westside community	Utilize the presence and prominence of BHC as a key driver for the revitalization of the Westside community through the expansion of the BHC campus
Quality and culture of BHC organization	Utilize the new development to capture the culture of BHC by providing an extroverted environment that expresses the Hospital's values and aspirations
BHC is a member of the Mayo Clinic Care Network	Improve the marketing strategy for representing BHC as part of the Mayo Clinic Care Network to leverage its quality of healthcare services
Payroll deduction services for employees	Include payroll deduction option in new retail uses in West Moreno Development
Westside Neighborhood	
Currently, employees rent in East Hill neighborhood and walk to work	Create an improved pedestrian experience in and around the hospital to encourage walking, and build upon the existing, limited culture of walking
Park system nearby	Improve connectivity to the parks through streetscape improvements
Tree canopies in the Westside area	Identify, preserve, and expand the presence of tree canopies on the BHC campus to provide shade during the warmer months
Strong mayor format of the City, current mayor is pro-development and pro-neighborhood	Include the Mayor in the process to garner his attention and buy-in on the project's vision so that he may assist wherever possible and appropriate

S	
Strengths	Capitalize
City of Pensacola	
Downtown Pensacola has a high level of pedestrian activity, which is a great local reference for a walkable neighborhood	Provide an excellent pedestrian experience that complements the growing culture of walkability in Pensacola
Heavy Pensacola Navy presence offers a potential user base	Understand and attempt to deliver unmet demands
Redevelopment of the Belmont-DeVilliers neighborhood exemplifies a blighted neighborhood in transition, signifying redevelopment momentum moving westward from the downtown	Redevelop the BHC area to affect change in the greater neighborhood to eventually create a synergistic relationship with development momentum moving westward
Quality and historical nature of North Hill's building stock	Break down the psychological boundaries that define Baptist campus to reach North Hill so the two areas will eventually be seen as one contiguous urban fabric

W	
Weaknesses	**Buttress**
Baptist Health Care Network & Downtown Campus	
Andrews Institute is not perceived as part of the main BHC Campus	Create opportunities for brand presence on main campus
Baptist Hospital's piecemeal development and lack of design identity	Utilize the BHC project to set new design and experience precedents
Sense of arrival is lacking	Improve the wayfinding system in and around the hospital
Gateways to Hospital are not well established	Improve the streetscape and wayfinding in and around identified access routes to better establish gateways
Lack of quality lunch options for BHC employees	Provide an improved mix of restaurant offerings to meet the demand of hospital employees and the surrounding communities
Sunshine Café is expensive and closes at 3pm	Create a more active and safe mixed-use neighborhood that encourages evening and weekend activity
BHC employees parking in undesignated locations	Improve wayfinding to mitigate the perceived disorganization of the current parking system
Wayfinding in and around the hospital is limited	Create and implement an improved wayfinding strategy that offers convenient access to the hospital

Appendix C: SWOT (cont'd)

W	
Weaknesses	**Buttress**
BHC area stigmatized by blight	Catalyze private investment in the greater Westside area through the BHC development
Not enough places to hold informal meetings	Create more gathering places in the public realm and within retail operations
Limited lunch break durations of Hospital employees	Explore possibility of lengthening or staggering lunch breaks to allow for more sustained, vibrant campus life
Lack of campus life	Create an environment that is inviting, vibrant, inclusive and connected
Long lines for valet service discouraging	Improve the parking experience to alleviate the need for valet
Lack of workforce/employee housing	Explore the potential for residential uses on and near the Baptist Campus
Hospital "back-of-house" operations infringing on public areas	Utilize the BHC project to better orient the hospital campus and designate proper back of house areas
Lack of "3rd places" or informal gathering spaces	Offer a diversity of quality uses that cater to the hospital and surrounding communities, creating a gathering place that is inclusive and vibrant
Lack of retail options after 5pm and on weekends	Create a 18-hour, 7-day environment that will cater to the demand of a variety of users
Limited retail competition in and around the BHC campus	Provide a greater diversity of quality uses within a vibrant environment
Lack of temporary lodging options for patients' families, visitors and visiting physicians in or around the BHC downtown campus	Explore the potential for a lodge or hotel that can address the needs of hospital visitors and the greater market surrounding the hospital
Westside Neighborhood	
Blight in neighborhood	Utilize the BHC project to revitalize the neighborhood by addressing various issues at the community, city and regional levels so as to meet the needs of multiple parties and encourage more development over time
Wayfinding in and around the hospital's surrounding community	Create and implement an overall wayfinding strategy that gives all users a sense of location and informs them of proximate uses in the neighborhood
Westside TIF has not generated any additional revenue since its adoption in 2007	Encourage decision makers to redefine their TIF baseline

W	
Weaknesses	**Buttress**
Lack of quality schools in the area	Catalyze the redevelopment of the community over the long-term with the BHC project to improve all aspects of the Westside neighborhood
20% of land uses in the Westside Development Area is categorized as "Vacant" (2007)	Improve the value of surrounding Westside properties by creating a vibrant, thriving environment for businesses and living at the BHC campus
Only 5.42% of the Westside's zoning is Mixed-Use (2007)	Collaborate with the City's Department of Planning to amend zoning for appropriate locations that can support mixed-use developments
Cervantes Street is a major dividing line in the Westside neighborhood	Catalyze development to the north and south on "E" Street
The Westside neighborhood is considered the hardest area to redevelop in Pensacola	Utilize BHC as an anchor use in the Westside neighborhood, catalyzing the area's redevelopment through the Hospital's expansion
Inconsistent streetlight network	Work with Gulf Power, the City and County to identify opportunities to improve the streetlight network around the BHC campus and the greater Westside area
BHC area riddled with shotgun houses and lack of consistency with housing quality	Introduce and encourage an attractive residential typology and begin to propagate throughout the area over time
Grocery options around the BHC area are only expensive (Ever'man) or of low quality (AC Groceries)	Explore the potential of including a proportionately sized market at the BHC site
Perception of Safety in neighborhood is poor	Create an environment conducive to a safe experience and provide a mix of quality uses to attract a critical mass of people
Inconsistent sidewalk network, no one knows where to focus efforts	Leverage BHC private investment by focusing streetscape improvement efforts on main access portals to new development
Pensacola	
Downtown Pensacola lacks residential density	Explore the potential for residential uses at the BHC site and begin to build a stronger diversity of residents and offerings
Demand for rental units by young professionals in downtown Pensacola	Create a supply of market-rate rental options at the BHC site to attract young professionals seeking to live near downtown
Negative population growth in Pensacola	Revitalize the Westside area through a catalytic BHC development, creating an improved overall environment for socioeconomic prosperity within Pensacola city limits

Appendix C: SWOT (cont'd)

O	
Opportunities	**Strategy**
Baptist Health Care Network & Downtown Campus	
Many employees buy lunch 5 times a week	Leverage this behavior pattern as demand for an improved diversity of retail uses
Kupfrian's Park history of the Hospital campus	Leverage this history to build an authentic identity for the BHC campus, contributing to the story of the hospital
Baptist Hospital is located within the Enterprise Zone	Identify initiatives and funding opportunities within the Enterprise Zone that may be applicable to the BHC project and apply
Towers Rx underperforming	Consider relocating and recasting Pharmacy use to new development
BHC Campus is geographically in the middle of many redevelopment efforts by both the City and County, yielding a variety of incentives and initiatives for redevelopment	Leverage the BHC site to utilize funding opportunities from both the City and County to catalyze development within the Westside neighborhood and beyond
Brownfield redevelopment opportunities	Examine BHC properties to indentify potential parcels qualified for brownfield redevelopment assistance from the Environmental Protection Agency and other organizations
BHC's proximity to Downtown	Create synergy between redevelopment areas, with the long-term expectation that the two urban fabrics will connect
Westside Neighborhood	
Both the City and County have a vested interest in improving the conditions of the Westside, Englewood and Brownsville neighborhoods	Target initiatives and incentives to both address City and County goals, and garner support from both entities to build and improve the BHC project site and surrounding area
Well kept, larger homes on "E" and "A" streets north of West Moreno Street	Enhance the corridors that connect to the Baptist neighborhood with wayfinding and streetscape improvements
Mixture of incomes and quality of housing in the Westside area	Galvanize the neighborhood by promoting neighborhood identity and new amenities
The Westpoint Heritage Neighborhood Association is not very active right now	Utilize the BHC project to galvanize and jump-start the Westpoint Heritage neighborhood association
City of Pensacola	
Habitat for Humanity and their recent focus on neighborhood revitalization	Identify opportunities to include Habitat for Humanity in improving the BHC area

O	
Opportunities	**Strategy**
Efforts to establish neighborhood identity by the City	Utilize the BHC project as an opportunity to create a neighborhood with the Hospital as the heart of the area
City and County interest in improving the streetscapes within their respective CRA areas	Target streetscape initiatives to improve the roadways and sidewalks leading up to and the hospital
City interest in connecting northern Pensacola to southern Pensacola	Utilize the BHC project as an opportunity to catalyze the revitalization of "E" Street and expand redevelopment momentum from the hospital down to the Pensacola waterfront
Mayor's objectives for (1) moving prosperity westward and (2) creating healthier communities	Help achieve both these goals with the BHC project
City's objective to connect north and south, and the County's objective to expand development north and west	Utilize the BHC project to achieve both these objectives
Public Utilities currently has in excess of 7,000 streetlights and is retrofitting existing lights with LEDs	Identify the opportunities for an improved streetlight network in and around the BHC site to collaborate with Gulf Power, City and County to strategically install more lighting in the Westside neighborhood
City Planning initiatives: Tree Fund Program, Sidewalk programs, multimodal transportation programs, wayfinding and signage programs	Identify and apply for applicable programs to help fund the BHC project and achieve the goals of the City
City Planning Department is comprehensively examining zoning framework to aid redevelopment opportunities	Examine and identify zoning conflicts that may inhibit the BHC from accomplishing its vision and goals, then develop a discourse with the Planning Department to resolve these issues
Recent amendments to City's permitted accessory uses that allow for retail to be developed with larger office or multi-family projects	Leverage these amendments and improve upon them to create a vibrant mixed-use project at BHC
Escambia County	
County interest in expanding redevelopment momentum from the downtown westward and to the north	Utilize the BHC project as an opportunity to expand redevelopment momentum into the Westside neighborhood
County would like to redevelop main roadways to ensure high level of walkability	Identify "E" Street as a main roadway and secure funding and buy-in from the county to improve it
County Programs: Local Option Sales Tax, Safe Walking School Program	Identify and apply for applicable programs to help fund the BHC project and achieve the goals of the County

Appendix C: SWOT (cont'd)

O	
Opportunities	**Strategy**
County CRA incentives: Commercial Façade Grant, Sign Improvement Grant, Enterprise Zone Grants, Neighborhood Sign Grant, Home Rehabilitation Programs, Enhanced Neighborhood Protection Zone, Neighborhood Restoration Program	Identify and apply for applicable programs to help fund the BHC project and achieve the goals of the County
HUD incentives: First-time home buyer program, housing rehabilitation, affordable housing, community development building grant (CDBG)	Identify and apply for applicable programs to help fund the BHC project and achieve the goals of the HUD
County CRA manages streetlighting in all its districts and has incurred some costs of operation to reduce crime	Work with City and County CRAs to achieve consensus on an approach to installing more streetlights in the Westside neighborhood, beginning with the BHC campus/project

T	
Threats	**Mitigation**
Westside Neighborhood	
High crime rates in the study area	Create a critical mass of people through a vibrant environment that operates 18-hours a day, ultimately reducing crime through the presence of people
Stormwater	Include stormwater management and mitigation efforts into the master plan for new development
Presence of abandoned and unsafe structures in the Westside area	Stimulate market demand by the creation of a walkable urban core
Commercial uses along Pace Boulevard are disappearing	Create a better economic climate through an enhanced mix of uses on the BHC site to improve the overall marketplace in the Westside area
City of Pensacola	
Competition from Sacred Heart	Rather than trying to dominate the Pensacola market, acknowledge that competition is good and focus on the downtown market
The retail strength of the "Cordova Triangle"	Create a district that complements and contrasts the Cordova Triangle by forging a stronger district in the Westside and downtown
Lack of funding for maintaining infrastructure improvements	Target infrastructure improvements that will enhance the commercial core and require minimal ongoing funding
Escambia County	
County focusing on redeveloping the Pace Boulevard Corridor	Demonstrate the benefits of targeted investment in a walkable core rather than in an arterial road that will require too much investment for limited benefit

Appendix D: Employee Survey Results

Question 1: At about what time do you most often do the following?

Answer Options	12:00 AM - 6:00 AM	7:00 AM - 12:00 PM	1:00 PM - 6:00 PM	7:00 PM - 12:00 AM	Response Count
Arrive at work	38	178	9	15	240
Leave work	30	14	165	30	239
Take your longest break of the work day/ night (e.g. lunch/dinner)	20	143	64	0	227

Question 2: Please indicate the approximate number of times PER MONTH that you currently do the following?

Answer Options	Never	Between 1 & 5 times	Between 6 & 10 times	Between 11 & 20 times	More than 20 times	Response Count
Eat lunch on BHC Campus	20	64	16	55	47	202
Eat breakfast on BHC Campus	82	73	18	8	15	196
Have a drink after work with friends or colleagues	134	58	6	1	0	199
Eat dinner out before arriving home	85	79	25	9	2	200

Question 3: Please rate the most important factor when deciding where to eat a meal on the BHC Campus?

Answer Options	Extremely Important	Very Important	Somewhat Important	Not Important	Rating Average	Response Count
Location/Convenience	118	52	17	6	3.46	193
Anticipated expense (cost)	107	52	34	3	3.34	196
Menu or product list	103	71	20	2	3.40	196
Payroll Deduction availability	51	40	34	69	2.38	194

Question 4: Where do you prefer the following services to be located?

Answer Options	Close to home	Close to work	Along your commute	Other	Response Count
Dry cleaning	87	30	59	20	196
Your children's day care or school	65	30	29	51	175
Your primary bank or credit union	77	73	45	6	201
Your primary pharmacist	73	96	31	2	202
Your primary grocery store	141	16	41	2	200
Your favorite cafe or coffee shop	67	62	46	19	194
Your favorite place to meet friends or colleagues after work	61	46	53	34	194
If you selected "other" please clarify					57

Question 5: Please rate your likelihood of using the following retail establishments on a regular basis (at least once a week) if they were located on the BHC Campus.

Answer Options	Not likely at all	Somewhat likely	Very likely	Extremely likely	N/A	Rating Average	Response Count
Scrub/Uniform Store	73	29	25	33	36	2.11	196
Clothing and Accessories	87	59	39	12	3	1.88	200
Florist	79	73	28	10	7	1.84	197
Standard Retail Merchandise (e.g., books, sports equipment)	78	62	40	13	4	1.94	197
Personal Services (i.e. Hair Cut, Manicure, Massage)	80	52	47	21	3	2.05	203
Neighborhood Conveniences and Services	53	61	50	31	4	2.30	199
Sit-Down Restaurant or Bar	42	62	63	29	4	2.40	200
Bank or Credit Union	42	49	52	55	2	2.61	200
Gym/Workout Facility	40	47	47	64	4	2.68	202
Delivery Food	33	53	65	46	3	2.63	200
General Store/ Convenience Market	30	53	74	41	3	2.64	201
Café/Coffee Shop	23	56	54	63	3	2.80	199
Fast-Food/Take-Out	22	54	72	53	2	2.78	203
Pharmacy	18	52	49	77	5	2.94	201

Appendix D: Employee Survey Results (cont'd)

Question 6: Please describe how the following amenities would impact your BHC campus experience.

Answer Options	Don't know	Negatively impact	No impact	Some positive impact	Very positive impact	Response Count
Improved sidewalks	6	0	25	61	106	198
Improved streetlighting	1	0	12	53	134	200
Outdoor shaded seating areas	3	1	24	72	102	202
A cluster of shops and restaurants	1	3	23	72	102	201
A day care center	21	1	96	29	50	197
A gym or workout facility	8	1	37	62	94	202

Question 7: What is your gender?

Answer Options	Response Percent	Response Count
Female	76.0%	152
Male	24.0%	48

Question 8: Which of the following best describes your age range?

Answer Options	Response Percent	Response Count
18-25	3.4%	7
26-34	13.3%	27
35-45	27.6%	56
46-60	46.3%	94
over 60	9.4%	19

Question 9: Which of the following best describes your job function?

Answer Options	Response Percent	Response Count
Clinician or Physician	4.0%	7
Nursing	22.6%	40
Technician	12.4%	22
Hospital Administration/Management	59.3%	105
Custodial	0.0%	0
Food/Beverage	1.7%	3
Other (please specify)		26

Appendix E: Visitor Survey Results

Question 1: Have you utilized the following retail establishments on Baptist Campus on this or any previous visit, and if so, how would you rate your experience?							
Answer Options	**Did not use**	**Poor**	**Fair**	**Average**	**Good**	**Excellent**	**Response Count**
Cafeteria	30	1	5	10	34	16	96
Subway	35	1	1	9	30	20	96
Vending Machine	38	2	2	14	29	10	95
Coffee Shop	60	1	1	7	12	15	96
Tower Pharmacy	66	0	0	1	12	16	95
Gift shop	68	0	0	3	11	13	95
Sunshine Café	85	0	0	0	2	9	96

Question 2: How important were the following factors in deciding where to eat a meal on Baptist Campus?					
Answer Options	**N/A**	**Not Important**	**Somewhat Important**	**Very Important**	**Response Count**
Location/Convenience	21	11	25	35	92
Anticipated expense (cost)	20	9	39	24	92
Menu or product list	21	13	25	32	91

Question 3: How important were the following factors in deciding where to shop for non-food items on Baptist Campus?					
Answer Options	**N/A**	**Not Important**	**Somewhat Important**	**Very Important**	**Response Count**
Location/Convenience	50	5	20	17	92
Anticipated expense (cost)	50	7	13	22	92
Menu or product list	52	4	12	23	91

Appendix E: Visitor Survey Results (cont'd)

Question 4: Baptist is considering creating a walkable, mixed-use retail environment just across the street from the hospital that would include small shops, eateries, and some daily conveniences, along with an outdoor public space with benches, shade trees, and green space. How do you think this type of addition would impact the overall campus experience?		
Answer Options	**Response Percent**	**Response Count**
Don't Know	5.2%	5
Negatively	1.0%	1
No impact	3.1%	3
Slightly improve	15.6%	15
Greatly improve	75.0%	72

Question 5: When visiting the Baptist Campus, how likely would you be to visit the following retail types if they existed?					
Answer Options	**Not likely**	**Somewhat likely**	**Very Likely**	**Definitely**	**Response Count**
Fast-food/take-out	15	11	35	32	93
Sit-down restaurant or bar	16	21	30	27	94
Drug store or pharmacy	28	18	26	21	93
Neighborhood conveniences and services	32	21	22	18	93
Florist	34	24	18	16	92
Delivery food	36	8	22	27	93
Standard retail merchandise	36	29	10	18	93
Clothing/Accessories/Gifts	44	22	14	11	91
Personal services (e.g. hair cut, mani/pedi)	62	17	8	5	92

Question 6: Specifically, what other types of retail establishments do you think that Baptist is currently lacking? (n/a or irrelevant answers excluded)	
Answer Options	**Response Count**
Fast Food	14
Food Diversity	5
Convenience Store	4
Restaurant	4
Better Gift Shop	3
Clothing Stores	2
Doughnut Shop	2
Florist	2
Gift Store Options	2
Ice Cream	2
Library	2
Delivery	1
Drug Store	1
Dry Cleaning	1
Eating Places	1
Cold Cut Stand	1
Fresh Veggies	1
General Store	1
Hardees	1
Religion Retail	1
Sandwich Shop	1
Shops	1
Sweet Shop	1
Smoothie King	1

Appendix E: Visitor Survey Results (cont'd)

Question 7: Approximately how much do you spend on non-medical items and goods per visit (or per day if multi-day patient) to the Baptist Campus?		
Answer Options	**Response Percent**	**Response Count**
More than $40	5.4%	5
$30 > $40	7.6%	7
$20 > $30	10.9%	10
$10 > $20	23.9%	22
$0 > $10	17.4%	16
none	34.8%	32

Question 8: If lodging (hotel/motel) existed on or adjacent to the Baptist Campus, how likely would you, or someone close to you, be to utilize it on a future visit under similar circumstances?		
Answer Options	**Response Percent**	**Response Count**
Impossible	7.6%	7
Not likely	44.6%	41
Somewhat likely	22.8%	21
Very Likely	16.3%	15
Definitely	8.7%	8

Question 9: What is your gender?		
Answer Options	**Response Percent**	**Response Count**
Female	69.6%	64
Male	30.4%	28

Question 10: What is your age?		
Answer Options	**Response Percent**	**Response Count**
under 18	1.1%	1
18-24	3.3%	3
25-44	17.8%	16
45-54	24.4%	22
55-64	28.9%	26
Over 64	24.4%	22

Appendix F: Patient Survey Results

Question 1: Have you utilized the following retail establishments on Baptist Campus on this or any previous visit, and if so, how would you rate your experience?							
Answer Options	**Did not use**	**Poor**	**Fair**	**Average**	**Good**	**Excellent**	**Response Count**
Cafeteria	38	1	0	5	17	6	67
Coffee Shop	47	0	1	2	10	6	66
Subway	46	0	0	5	9	6	66
Gift shop	45	0	1	4	5	9	64
Sunshine Café	56	0	2	0	2	5	65
Tower Pharmacy	47	0	0	1	10	8	66
Vending Machine	48	0	1	5	7	3	64

Question 2: How important were the following factors in deciding where to eat a meal on Baptist Campus?					
Answer Options	**N/A**	**Not Important**	**Somewhat Important**	**Very Important**	**Response Count**
Location/Convenience	26	2	13	26	67
Anticipated expense (cost)	26	7	19	15	67
Menu or product list	26	5	15	21	67

Question 3: How important were the following factors in deciding where to shop for non-food items on Baptist Campus?					
Answer Options	**N/A**	**Not Important**	**Somewhat Important**	**Very Important**	**Response Count**
Location/Convenience	32	5	10	17	64
Anticipated expense (cost)	34	3	11	15	63
Menu or product list	32	2	15	14	63

Appendix F: Patient Survey Results (cont'd)

Question 4: Baptist is considering creating a walkable, mixed-use retail environment just across the street from the hospital that would include small shops, eateries, and some daily conveniences, along with an outdoor public space with benches, shade trees, and green space. How do you think this type of addition would impact the overall campus experience?

Answer Options	Response Percent	Response Count
Don't Know	6.1%	4
Negatively	0.0%	0
No impact	4.5%	3
Slightly improve	16.7%	11
Greatly improve	72.7%	48

Question 5: When visiting the Baptist Campus, how likely would you be to visit the following retail types if they existed?

Answer Options	Not likely	Somewhat likely	Very Likely	Definitely	Response Count
Sit-down restaurant or bar	16	15	21	15	67
Fast-food/take-out	16	11	22	18	67
Delivery food	21	12	11	23	67
Clothing/Accessories/Gifts	31	15	14	7	67
Florist	17	21	15	13	66
Standard retail merchandise (e.g., books, sports equipment)	22	12	15	18	67
Personal services (e.g. hair cut, mani/pedi, tanning salon, massage)	39	8	4	15	66
Drug store or pharmacy	15	17	20	14	66
Neighborhood conveniences and services (e.g., dry cleaner, print shop, general store)	26	14	12	14	66

Question 6: Approximately how much do you spend on non-medical items and goods per visit (or per day if multi-day patient) at the Baptist Campus?		
Answer Options	**Response Percent**	**Response Count**
More than $40	9.4%	6
$30 > $40	10.9%	7
$20 > $30	7.8%	5
$10 > $20	23.4%	15
$0 > $10	9.4%	6
none	39.1%	25

Question 7: If lodging (hotel/motel) existed on or adjacent to the Baptist Campus, how likely would you, or someone close to you, be to utilize it on a future visit under similar circumstances?		
Answer Options	**Response Percent**	**Response Count**
Impossible	10.6%	7
Not likely	34.8%	23
Somewhat likely	15.2%	10
Very Likely	24.2%	16
Definitely	15.2%	10

Question 8: What is your gender?		
Answer Options	**Response Percent**	**Response Count**
Female	44.6%	29
Male	55.4%	36

Question 9: What is your age?		
Answer Options	**Response Percent**	**Response Count**
under 18	1.5%	1
18-24	0.0%	0
25-44	10.4%	7
45-54	17.9%	12
55-64	34.3%	23
Over 64	35.8%	24

Appendix G.1: Zone A Employee Information

Business-Facts: Workplace Population 2014

Polygon 1: BAPTIST HOSPITAL PLANNING, Total

Business Description	Total Establishment	Total Employees	Employees Per Establishment
Total Businesses	266	6,579	25
Private Sector	230	3,710	16
Public Administration	32	2,853	90
Agriculture, Forestry, Fishing and Hunting	1	3	5
Mining, Quarrying, and Oil and Gas Extraction	0	0	0
Utilities	0	3	12
Construction	13	138	10
Manufacturing	5	123	25
Wholesale Trade	7	90	13
Transportation and Warehousing	3	244	81
Information	1	24	17
Real Estate and Rental and Leasing	5	67	15
Professional, Scientific, and Technical Services	12	68	6
Management of Companies and Enterprises	0	0	0
Administrative,Support,Waste Mgmt remediation Services	9	112	12
Educational Services	7	283	39
Healthcare and Social Assistance	69	1,734	25
Arts, Entertainment, and Recreation	4	147	37
Retail Trade	26	250	10
Motor Vehicle and Parts Dealers	5	34	8

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Prepared For:

Prepared By:

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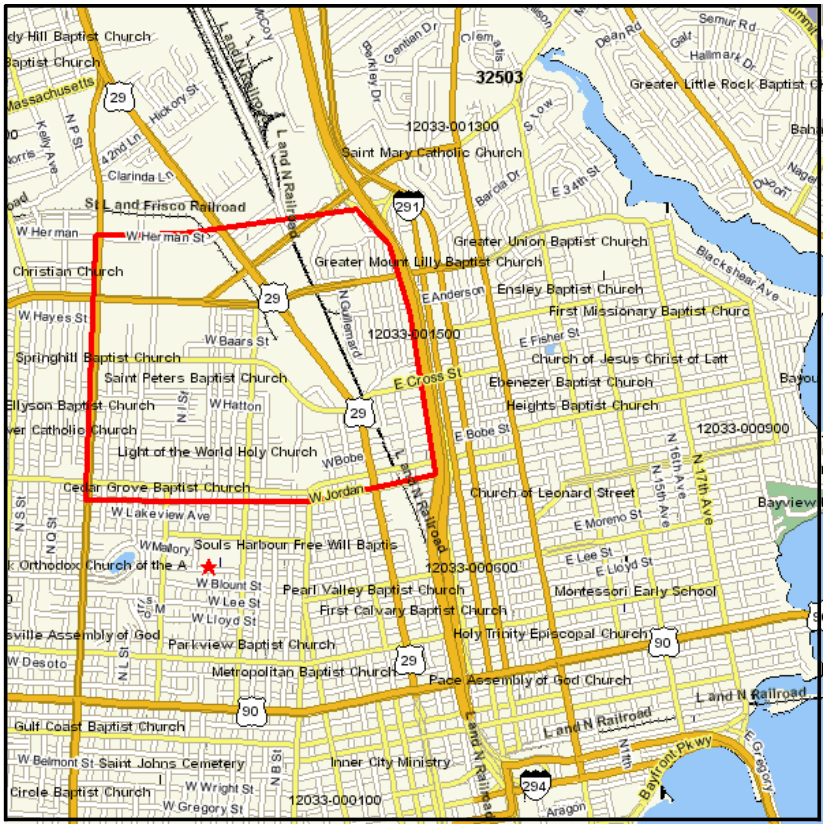
Area Map



BAPTIST HOSPITAL PLANNING,
1000 W MORENO ST
PENSACOLA,FL 32501-2316
Coord: 30.428810, -87.231966
Polygon - See Appendix for Points

Legend
- Point
- Interstate Highways
- US Highways
- State Highways
- Major Highways
- Major Roads
- Roads
- Railroads
- Landmarks
- Parks
- Hydrography
- Airports
- Block Groups
- Tracts
- MCD
- Area Zip Codes
- YPD
- County

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Appendix G.2: Zone B.1 Employee Information

Business-Facts: Workplace Population 2014

Polygon 1: BAPTIST WILKINS 2, Total

Business Description	Total Establishment	Total Employees	Employees Per Establishment
Total Businesses	243	2,414	10
Private Sector	226	2,232	10
Public Administration	4	160	37
Agriculture, Forestry, Fishing and Hunting	0	1	7
Mining, Quarrying, and Oil and Gas Extraction	0	0	0
Utilities	0	2	12
Construction	45	207	5
Manufacturing	2	303	171
Wholesale Trade	6	36	6
Transportation and Warehousing	4	109	26
Information	3	19	6
Real Estate and Rental and Leasing	8	18	2
Professional, Scientific, and Technical Services	32	137	4
Management of Companies and Enterprises	0	0	0
Administrative,Support,Waste Mgmt remediation Services	18	81	5
Educational Services	0	23	59
Healthcare and Social Assistance	57	1,077	19
Arts, Entertainment, and Recreation	1	6	6
Retail Trade	21	92	4
Motor Vehicle and Parts Dealers	1	8	6

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Prepared For:

Prepared By:

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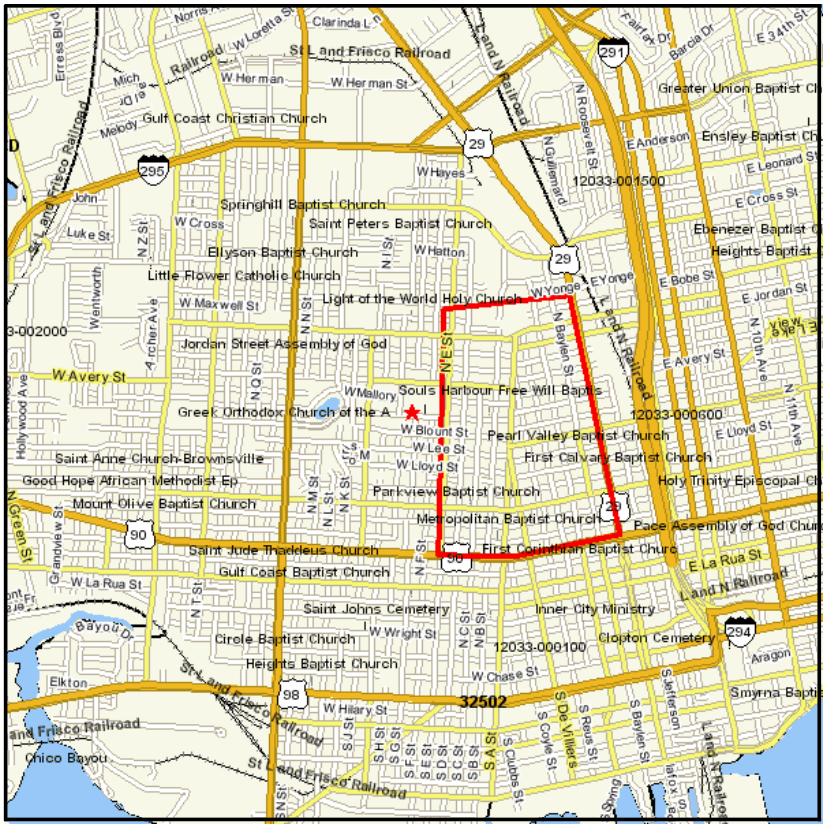
Area Map



BAPTIST WILKINS 2,
1000 W MORENO ST
PENSACOLA,FL 32501-2316
Coord: 30.428810, -87.231966
Polygon - See Appendix for Points

Legend
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Appendix G.3: Zone B.2 Employee Information

Business-Facts: Workplace Population 2014

Polygon 1: BAPTIST WILKINS 3, Total

Business Description	Total Establishment	Total Employees	Employees Per Establishment
Total Businesses	289	2,780	10
Private Sector	262	2,186	8
Public Administration	24	552	23
Agriculture, Forestry, Fishing and Hunting	0	0	0
Mining, Quarrying, and Oil and Gas Extraction	0	0	0
Utilities	0	21	58
Construction	10	56	6
Manufacturing	5	49	11
Wholesale Trade	3	26	8
Transportation and Warehousing	2	7	5
Information	6	164	29
Real Estate and Rental and Leasing	9	161	18
Professional, Scientific, and Technical Services	117	550	5
Management of Companies and Enterprises	0	0	0
Administrative,Support,Waste Mgmt remediation Services	8	72	9
Educational Services	4	49	11
Healthcare and Social Assistance	15	249	16
Arts, Entertainment, and Recreation	4	31	8
Retail Trade	16	107	7
Motor Vehicle and Parts Dealers	0	2	4

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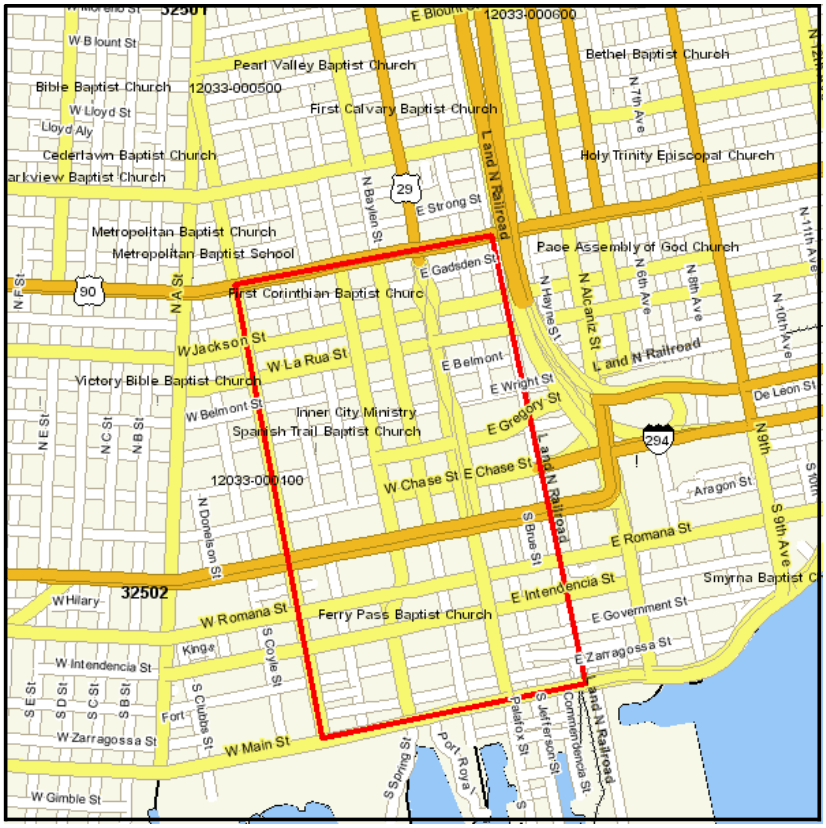
Area Map



BAPTIST WILKINS 3,
1000 W MORENO ST
PENSACOLA,FL 32501-2316
Coord: 30.428810, -87.231966
Polygon - See Appendix for Points

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LiveWork
LearnPlay

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West Moreno District

Reconnaissance & Strategic Assessment

September 2014

ATTACHMENT E

West Moreno District Development Plan & Implementation Strategy (2016)

DRAFT

LiveWorkLearnPlay

West Moreno District

Pensacola, Florida

Development Plan & Implementation Strategy

December 2016

ESCAMBIA COUNTY FLORIDA

BAPTIST HEALTH CARE

The City of PENSACOLA

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Executive Summary

Executive Summary

Project Goals & Context

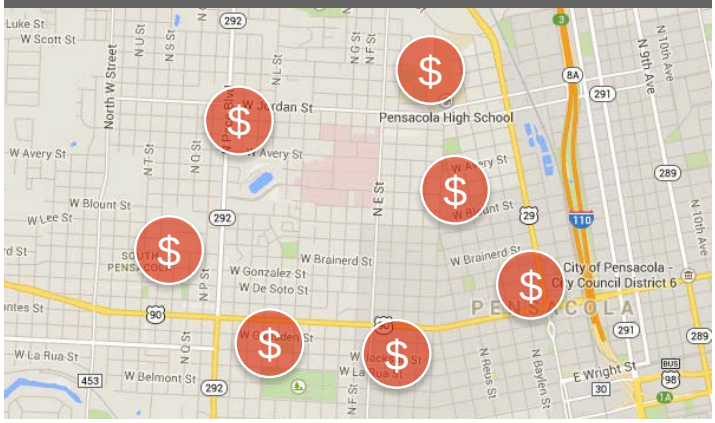
In 2014, Baptist Health Care ('BHC' or 'Baptist'), the City of Pensacola ('CoP' or the 'City'), and Escambia County ('EC' or the 'County') engaged Live Work Learn Play ('LWLP') to produce a Reconnaissance and Strategic Assessment report. The report proposed a vision to redevelop an underutilized two-block site at the corner of West Moreno Street and E Street, into a mixed-use neighborhood center that would create much-needed gathering space and amenities for Baptist Hospital and the surrounding community, while catalyzing a broader resurgence of Pensacola's west side, LWLP was reengaged in 2015 to refine this vision into a detailed plan by deeply exploring and defining the opportunity for moving forward with the project and revitalization effort, in pursuit of the collective and individual goals of the parties.

The result of this second phase of work is this Development Plan and Implementation Strategy report, which summarizes the recommended physical planning, development options and feasibility to help realize this potentially transformative redevelopment initiative for the area now being referred to as the West Moreno District. This report was developed through the refinement of a development program that takes into account the needs expressed by all parties and the broader community, the physical articulation of a master plan in conjunction with a world renowned master-planning firm, as well as a preliminary budgeting and costing exercise. This entire plan and strategy was developed in response to, and informed by feedback from, a robust stakeholder outreach and community engagement process that ongoing throughout the creation of this report.

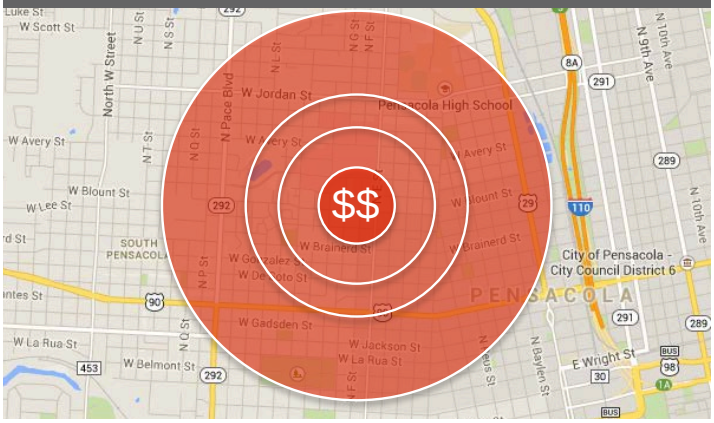
Focused Westside Investment

One of the desired outcomes of this report, which underpins the project and related initiatives, is to highlight the need for a concerted, targeted public and private investment strategy for Pensacola's Westside, to begin reversing decades of disinvestment in the area and the neighborhood deterioration that has resulted. Following the successes of major investments in Downtown Pensacola in recent years, this project presents the opportunity to make a strategic investment, in concert with BHC (the major private sector economic and employment anchor in the area,) to achieve appreciable change. But this will require prioritizing, focusing and coordinating CoP and EC resources (financial and otherwise) within the targeted geography of this project to be effective.

Before: Dispersed Investment



Recommended: Focused Investment

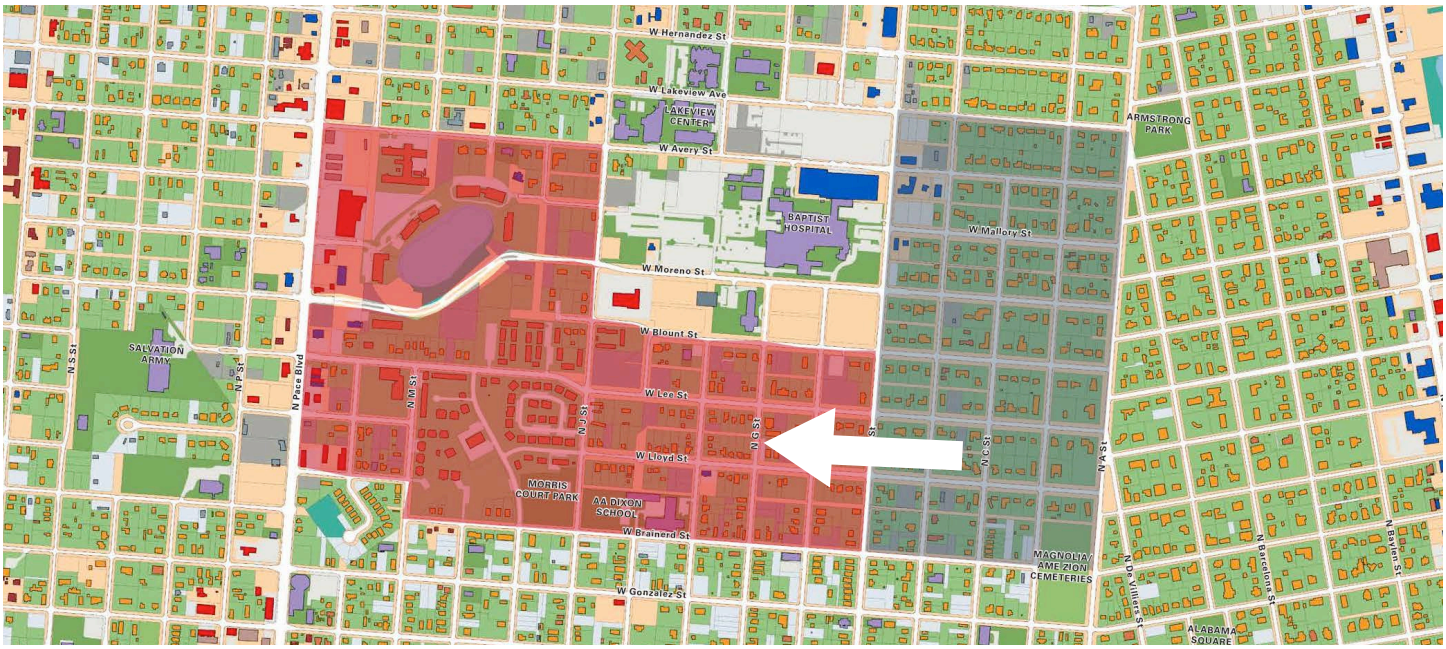


Stretching Prosperity Westward, Across E Street

At the district level, E Street is a visible dividing line, with a significant discrepancy east and west of the comparative levels of blight and general upkeep of the housing stock and neighborhood character. The neighborhood improvement strategy thus has two important goals aimed at correcting this imbalance:

1. Stop any additional deterioration of the neighborhood and halt the progression of blight from further spreading eastward
2. Move prosperity westward, by making a significant and visible investment west of E Street that will start to positively improve and create value for that neighborhood and its surroundings – change that can reverberate out over time

Successful realization of these goals would yield tremendous compound benefits for the City, County and Baptist Health Care and the communities they each serve and represent in the area.



Site Context & Issues to Address

The specific development program and recommendations provided in this report were also informed by the subject site's urban context within Pensacola. The site is not located along a major commercial corridor, meaning any commercial amenities must stand on their own economically, and it sits in a primarily residential neighborhood that has experienced significant blight, as evidenced by the concentration of vacant and dilapidated properties in the area. The recommendations also include specific measures to target issues affecting both the subject site and the surrounding area, including the notable state of disrepair of public infrastructure, and a lack of public realm elements that create a livable and attractive neighborhood. Specifically, there are several major elements that are either broken or lacking in the neighborhood and that the proposed strategy directly addresses:

What's Broken

- Inconsistent & Incomplete Streetscapes
- Vacant Land & Dilapidated Housing
- Ad-Hoc Stormwater Management
- Flooding

What's Missing

- Retail & Restaurant Amenities
- Quality Public Space
- Green Space & Recreational Amenities

Recommended Redevelopment Program

The program components that form part of the strategy incorporate improvements to the neighborhood through new vertical development (built-form), and improvements to the public realm. The common goal is to improve the quality of the "place" and overall neighborhood experience, attracting different user groups to the site by fulfilling their needs and creating a diversity of reasons for varied people to spend time and money there.

Built Form

A mixed-use professional office building with commercial amenities activating the ground floor is proposed as the major private investment component of the redevelopment program:

Office

Based on internal analysis, BHC has identified the need for approximately 43,830 square feet of professional office space to accommodate various administrative functions, which would be relocated from their existing medical office buildings in order to liberate that space for clinical use.

Retail

Based on a Commercial Economic Study ('CES') conducted by LWLP that estimated the potential economy of spending to support commercial development, it is estimated that the project could eventually support up to 17,000 square feet of commercial space over time. This is intended to provide the hospital employee, patient, and visitor populations, as well as community residents, with improved retail amenities and eating options.

While currently envisioned as professional office space, the program of the upper-storey space could vary based on evolving BHC needs, but the ground-level retail program is essential to maintain in any vertical development in order to generate visible economy and activity while providing desired commercial amenities.

Public Realm

Based on conversations with the CoP Departments of Public Works & Facilities, and Parks & Recreation, along with other community stakeholders and subject matter experts, the plan proposes a series of public realm improvements to address a diversity of neighborhood challenges and issues previously identified:

Community Park & Green Space

New community park and green space to serve as a safe, beautiful, central gathering place and recreational space that encourages a healthy lifestyle, while also serving as a functional piece of neighborhood stormwater management infrastructure. The park program incorporates:

- New stormwater management ponds that address flooding issues in an aesthetic manner while also acting as a public amenity integrated the park
- Trees and landscaping with walking/running trails and seating
- Children's play amenities and recreational field facilities
- A community garden with educational programs for local students and residents, and to provide produce to the Baptist Hospital food-service program and the restaurants in the project

Public Plaza Space

Public plaza space outside the mixed-use office building to provide comfortable and inviting space for users of the ground floor retail and restaurants, upper floor office, the hospital, and the wider community

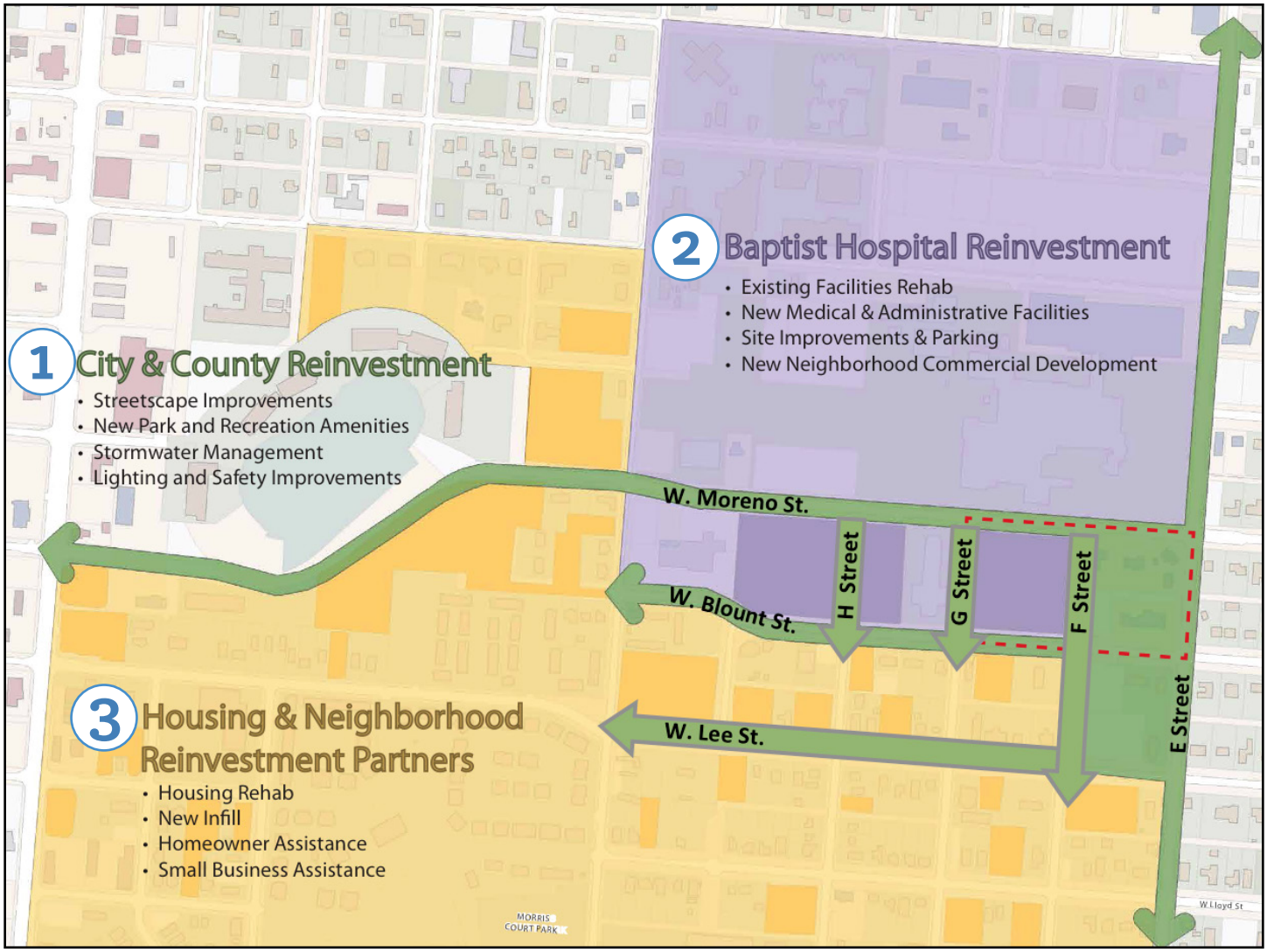
Public Realm (cont'd)

Streetscape Improvements

A series of streetscape improvements, including new sidewalks, landscaping and lighting, along targeted streets surrounding the hospital, the new building, the park, and proximate residential properties, that will enhance pedestrian connections and experience, feelings of safety, and parking options

3-Part Reinvestment Strategy

In order to implement the project program previously summarized in a way that will generate the greatest impact, a concerted, public and private effort comprised of three major parties – each with individual reinvestment responsibilities – will be required. BHC has a responsibility, pursuant to its business needs, to reinvest in and improve its campus and engage in responsible redevelopment activity, as it has committed to doing. The CoP and EC must invest in improving the public infrastructure in the area in order to send a strong message regarding their long-term commitment to the westside communities, and set the stage for neighborhood improvement and broader revitalization to occur. And finally, local housing authorities, alongside future private investment partners, will be needed to implement the housing strategy recommendations outlined in this report.



Executive Summary (cont'd)

Master Plan

The proposed Master Plan, summarized below and then articulated in further detail, integrates the proposed development program and strategic direction in a manner that achieves the project's stated neighborhood improvement objectives and sets the stage for broader revitalization to occur over time. The four principal components of this master plan will require the action of private and public actors to fully achieve the plan's intended goals, and are summarized below.

Illustrative Master Plan

1 Mixed-Use Office Building

2 Community Park & Stormwater Improvements

3 Targeted Infill Housing & Rehab

4 Streetscape Improvements

To enable to creation of the proposed public park which sits at the foundation of the overall strategy proposed, Baptist would be willing to provide 2.44 acres of its most visible land for public use in perpetuity.

In the event of phased implementation of the proposed public improvements due to budgetary constraints, the park and surrounding streets, should be prioritized for initial investment.

New Professional Mixed-Use Office Building

Overview

The mixed-use office building is conceived as a 3-storey structure, with Baptist professional office space on the 2nd and 3rd floors, as well as a portion of the ground floor. The ground floor space fronting West Moreno is envisioned to comprise retail offerings that include a mixture of food services, daily services and amenities along with general and health and wellness retail offerings, all to serve the diversity of identified end-users from Baptist Hospital and the community. A promenade runs along West Moreno connecting pedestrians to the park.

Floor	Net Retail	Net Professional Office	Core, Circulation, Exterior Walls	Total
1	14,100	3,400	4,950	22,450
2	--	19,295	3,155	22,450
3	--	19,295	3,155	22,450
Total	14,100	41,990	11,260	67,350
Parking Required		167 (Professional Office Only)		
		Surface	On-Street	Total
Parking Provided		99	154	253

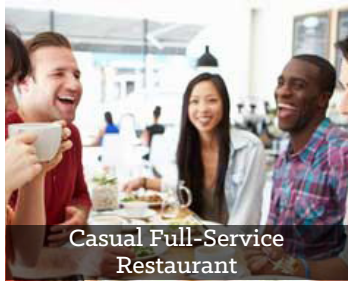
1. Baptist Professional Office Space
2. Moreno Promenade
3. Public Plaza Facing Park
4. Retail/Restaurant Services & Amenities **(see below)**

Preliminary Ground-Level Commercial Program

Medical Retail

Coffee Shop

Fitness Concept


Casual Full-Service Restaurant

Grab'n'Go Meals & Convenience Store

Flower & Gift Shop

Ice Cream & Treats

All-Day Diner

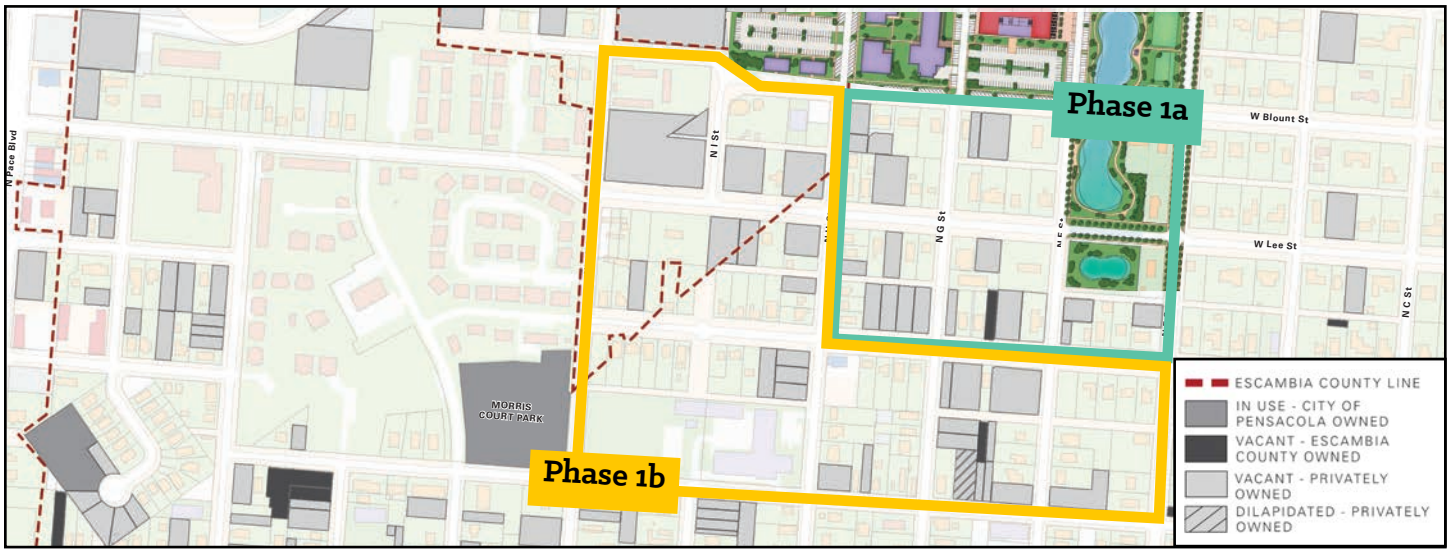
Master Plan (cont'd)

Community Park

This new proposed community park with a major water feature, addresses and responds to the key program and strategic direction, By combining Baptist and City-controlled lands, a ~4 acre park can be interconnected and integrated across three city blocks, integrating wet and dry stormwater ponds surrounded by green space, recreational facilities, and all landscaped into an important community amenity. Its location also creates a compelling sense of arrival to the district and a strong, visible signal of reinvestment into the neighborhood.

Targeted Infill Housing

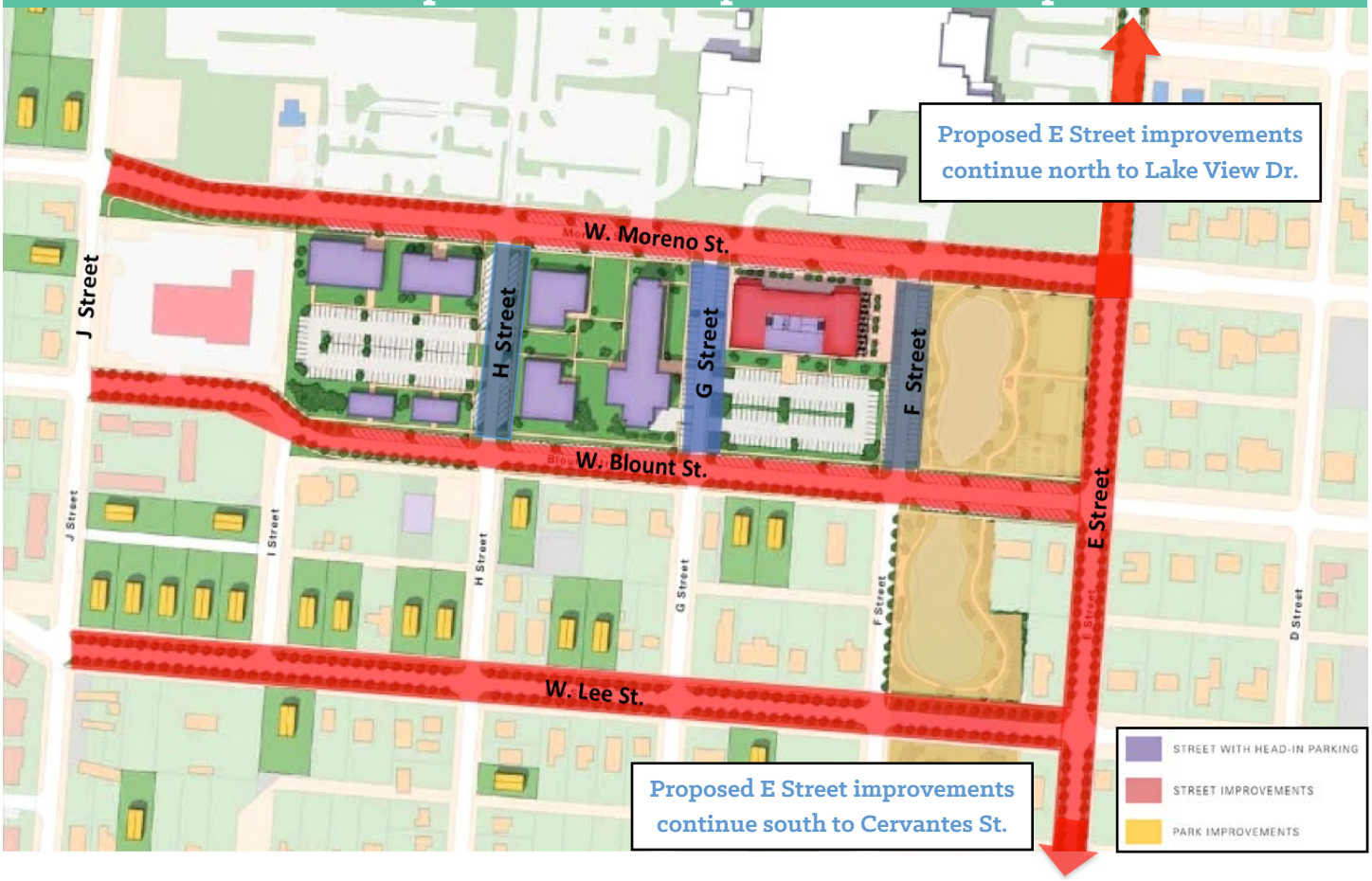
There are a significant number of vacant and dilapidated properties in the neighborhood surrounding the project, the majority of which are privately owned. A proactive, targeted and concerted, long-term effort is required by public housing authorities at all levels of government, likely in collaboration with private sector partners, to develop or re-development some of these properties in a phased manner, starting in a focused geographic area immediately surrounding the project:



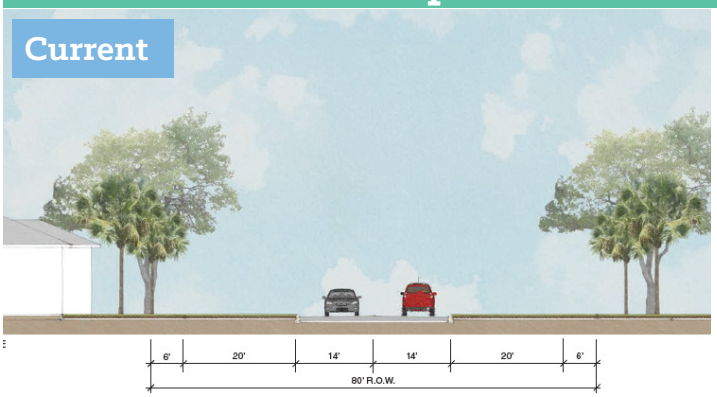
Streetscape Improvements

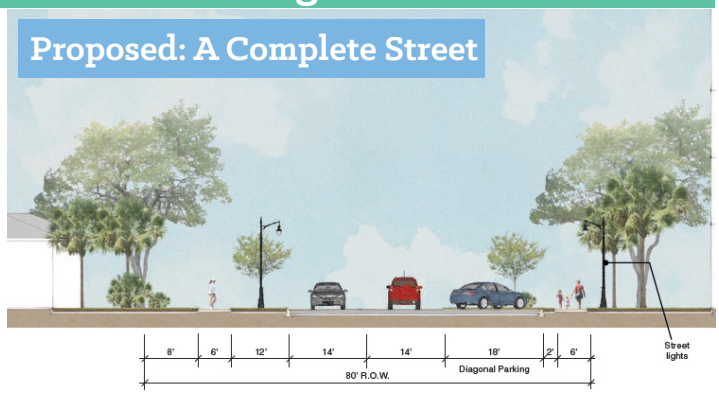
Wholesale improvements to the streetscapes along key neighborhood corridors as well as connective streets within the grid are essential to the plan. These include rebuilding streets with appropriate lighting, landscaping, sidewalks, parking, vehicular lanes and subsurface infrastructure, all within the existing public right-of-way, in order to improve pedestrian connections and beautify the overall neighborhood experience. The ultimate goal is to create an interconnected grid of true "Complete Streets", beginning with the streets highlighted in the map below. An example of a proposed intervention is also illustrated.

Overview of Proposed Streetscape & Corridor Improvements



Example: Blount Street Section Diagrams

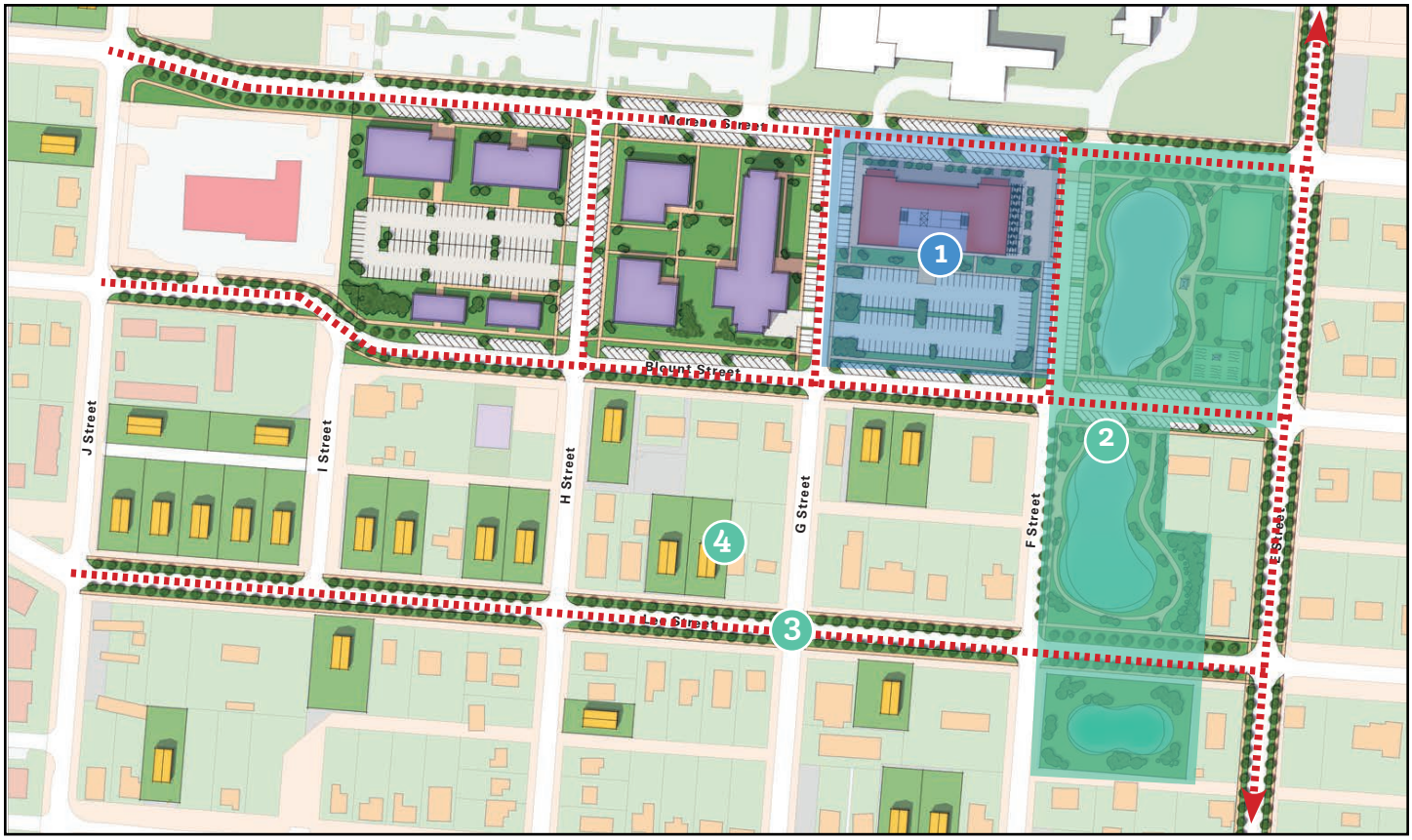




Executive Summary (cont'd)

Budgeting

The total costs associated with the proposed public and private interventions are shown below. Private construction costs were estimated based on estimates provided by experts from the local development community. The community park and associated stormwater improvement costs were estimated based on figures provided by the CoP Department of Public Works, and were also informed by the City's experience with building Admiral Mason Park. Streetscape improvement costs were determined based on construction cost estimated provided by the CoP Department of Public Works.



1	**Mixed-Use Office Building & Public Space[1]:**	**$16,019,477**
	Sub-Total – Estimated Private Investment:	*$16,019,477[1,2]*
2	**Community Park & Stormwater Improvements:**	**$3,127,620[2]**
3	**Streetscape Improvements:**	**$9,255,000**
4	**Housing Infill & Property Rehabilitation:**	**TBD[3]**
	Sub-Total – Estimated Public Investment:	*$12,382,629[3]*

Notes:

[1]Does not include value of land upon which the office mixed-use building is proposed to be built.

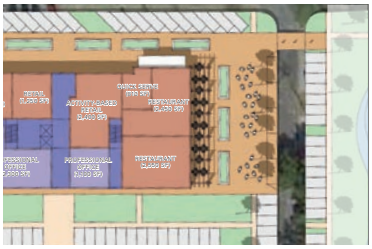
[2]Does not include value of land that Baptist is proposing to contribute for the formation of the park. This land should be appraised as part of any final agreements in order to accurately reflect the value of Baptist's contribution in this regard.

[3]Cost of community housing and rehab program not included because the scope of the initiative has yet to be formally quantified and thus could not be estimated yet at the time of this report.

Next Steps

1 Mixed-Use Office Building Development

- Organizational planning & decision-making required from Baptist senior leadership on relocation of administrative functions and development of this facility, relative to other campus-wide investment priorities.
- Baptist to secure a development partner to develop the building.
- Develop a small business incentive program to support and attract local business owners to locate in the building.



2 Public Park Implementation

- Confirm land parameters and structure agreements between City of Pensacola and Baptist regarding Baptist provision of its land for park use.
- Immediately activate the city block at the southwest corner of W. Moreno and E Street to function as an interim park, ahead of the formal park being developed.
- Develop detailed physical, engineering and operational plans for the park that meet programmatic and functional goals, working with relevant City departments and a highly qualified landscape architecture firm

3 Housing Infill/Rehabilitation Strategy

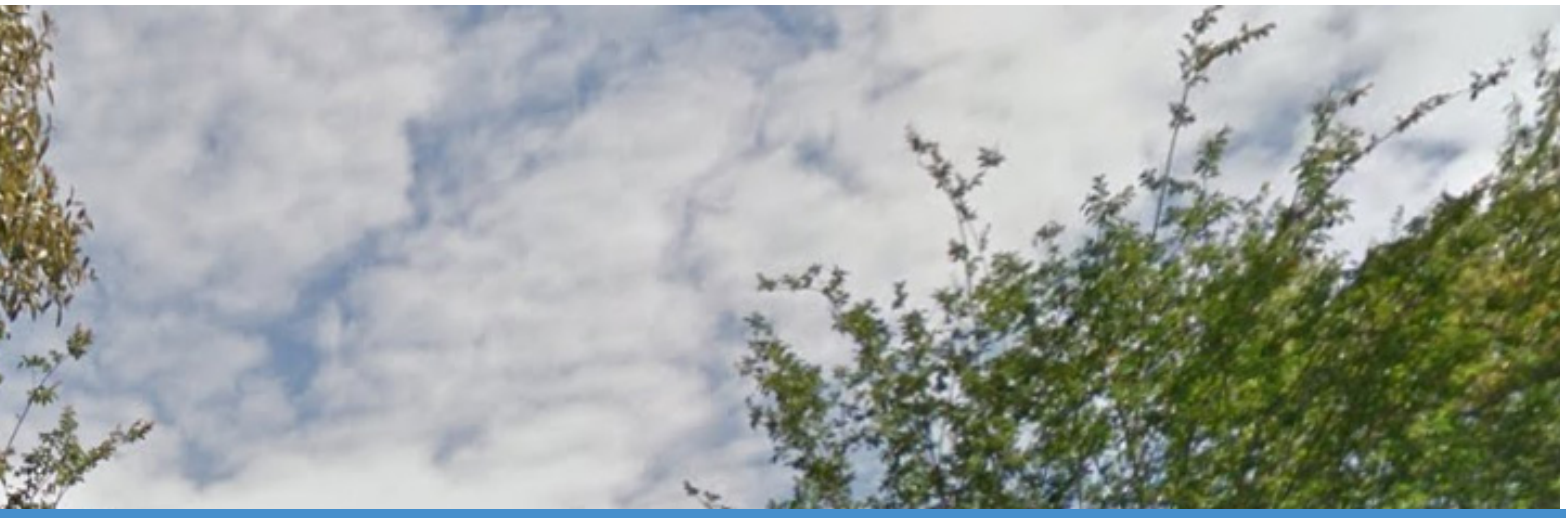
- Setup a focused cross-disciplinary working group/committee composed of key leaders from City and County housing organizations, local public representatives, and other value-add stakeholders to proactively address, strategize on, and implement solutions.
- This group should develop an action plan for targeted investment into infill and rehabilitation of properties in the area.

4 Streetscape & Infrastructure Improvements

- City & County should develop a comprehensive plan for all neighborhood infrastructure improvements, including required subsurface infrastructure improvements, and a set of coherent urban design guidelines for streetscape improvements.
- Implement the improvements on a phased basis, in lockstep with other neighborhood improvements to which they relate.

5 Funding of Public Improvements

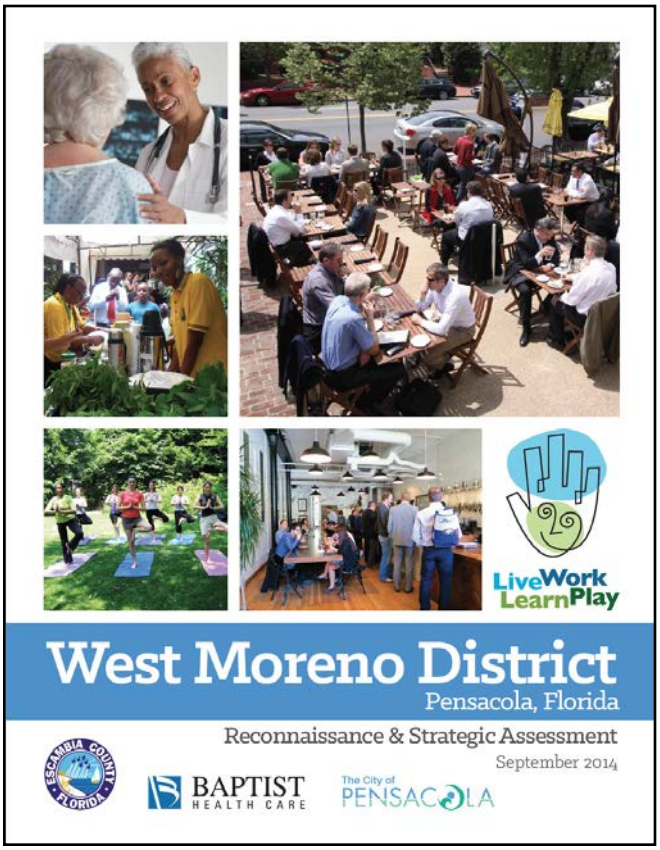
- City and County leadership must work together collaboratively to establish a funding and financing strategy for the proposed neighborhood improvements, identifying and potentially pooling a diversity of sources and approaches that may be available relative to the different improvements targeted.
- Strategy should be put forth with initial funds allocated during the next budgeting window in order to demonstrate progress and commitment to moving forward.



Project Background & Mandate

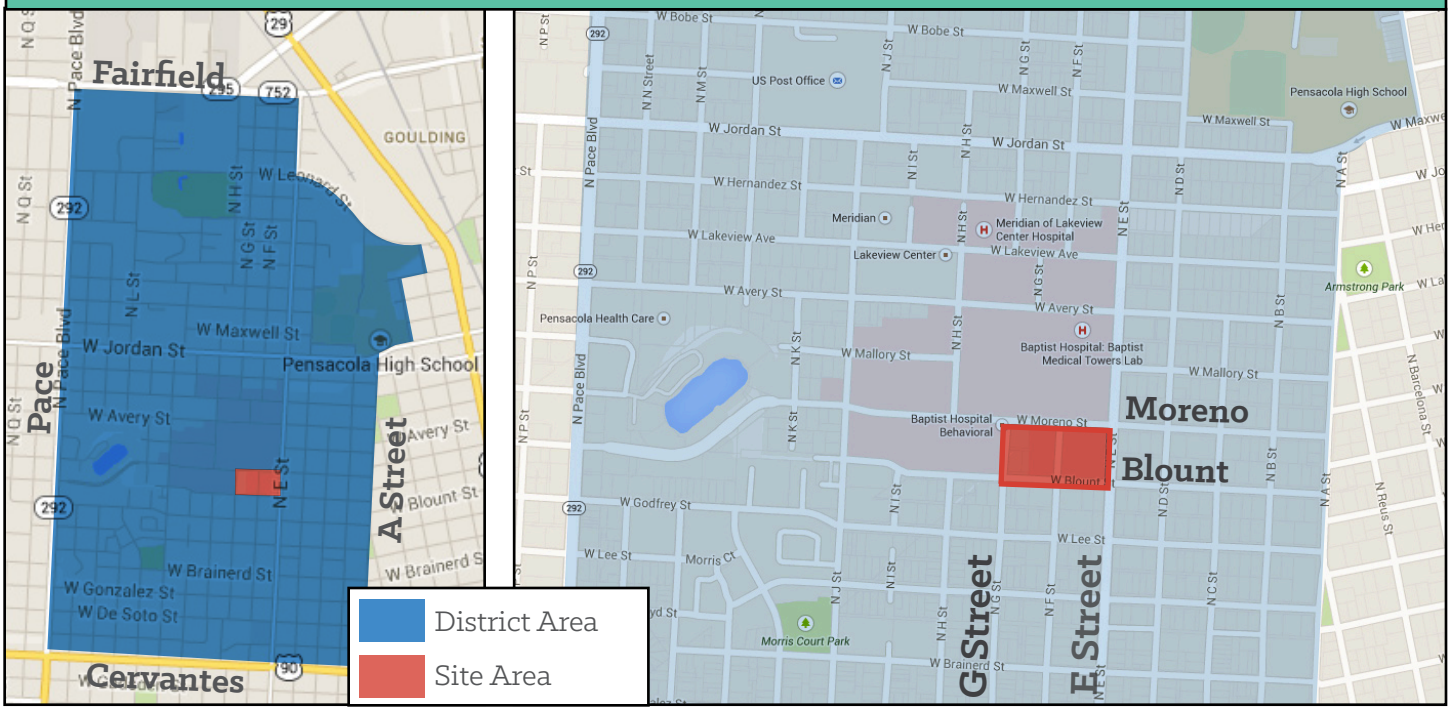
Reconnaissance & Strategic Assessment Report

In 2014, Live Work Learn Play (LWLP) was engaged by the City of Pensacola (CoP), Escambia County (EC) and Baptist Health Care (BHC) to develop a Reconnaissance and Strategic Assessment of the neighborhood surrounding Baptist Hospital on Pensacola's west side in order to explore and generate consensus around a preliminary strategy and collaborative public-private framework for the revitalization of the area, given the working name of West Moreno District. This effort included a focus on a vision for the potential redevelopment of an underutilized two-block site on Baptist's campus, located on the southwest corner of West Moreno and E Street (across from the hospital).



After great collaboration with and input from the parties, the community and stakeholder groups, the report proposed a vision for a mixed-use neighborhood center that could accommodate the needs of Baptist Hospital for additional administrative office space, while offering needed retail, food and public realm amenities to the entire neighborhood. The redevelopment effort is envisioned as creating a central gathering place that will improve and generate value for the neighborhood and community by activating the area for visitors to the hospital, its employees and local residents. The study identified how the redevelopment of these blocks might serve as a catalyst for broader improvement and reinvestment across the west side neighborhood and the "E Street Corridor", while setting a foundation for future growth and expansion opportunities for BHC – all with the potential to create a national model for hospital-anchored revitalization efforts.

Site Context



Current Mandate

Following community consensus and the support of the parties for the vision and findings of the Reconnaissance & Strategic Assessment, LWLP was reengaged in December 2015 to more deeply explore and define the opportunity for moving forward with the project and revitalization effort, while generating additional community and stakeholder input and consensus around the strategy. This Development Plan and Implementation Strategy summarizes the recommended physical planning, feasibility and development options to help realize this potentially transformative redevelopment initiative for the West Moreno District.

Key Objectives

1. **Refine the proposed development program and anchor uses that can be implemented in the project**
2. **Develop a master plan that integrates the proposed development program and strategies into a preferred physical layout and design for the site and surrounding area**
3. **Clearly articulate the development strategies to be achieved by the master plan and their associated rationale**
4. **Identify the roles and responsibilities of each the parties in implementing and realizing the project**
5. **Engage with and incorporate feedback from the community, other stakeholders and potential partners to ensure support and buy-in for the effort**

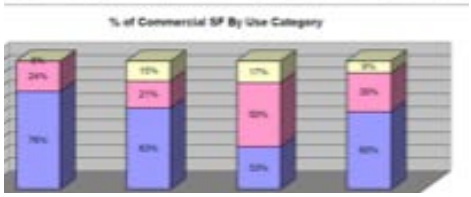
Methodology

Program Refinement

Considerations for program refinement include not only market research, but also updated space/facility needs for BHC, community needs based on stakeholder input from both residents, community groups, as well as CoP and EC staff, as well as site physical capacity testing. Development costs and real estate feasibility are also ever-present underlying factors when determining the potential for a redevelopment initiative of this nature.

Physical Articulation

Based on the vision, research, and refined program, a collaborative and iterative master planning process was undertaken. This design process has resulted in a physical master plan for the site and area, which has effectively integrated all of the desired goals and outcomes, program and design elements, and project vision within the policy, zoning framework and site constraints, while informed by best practices in urban design and placemaking. The master planning process was led by LWLP working with Urban Design Associates, a world-renowned master planning firm with experience working in Pensacola as well as experience with challenging community redevelopment initiatives across the country.



Budgeting & Costing

Costs for proposed public sector infrastructure improvements were informed by estimates provide by relevant CoP departments based on recent comparables for similar municipal investments. Development construction costing and assumptions were informed by discussions with local stakeholders in development and construction.

Stakeholder Outreach & Community Feedback

The constant and key factor through this work, initiated during the LWLP's initial Reconnaissance and Strategic Assessment stage, and continued through the development of this report, has been the involvement of the community and stakeholder groups. The creation of the development plan, which positively addresses and integrates the various needs of the parties and the community, was an outgrowth of the continuous feedback elicited, which was received through various means.

A Strategic Advisory Group, composed of representatives from the CoP, EC and BHC provided LWLP with weekly direction and input on the strategic direction of the efforts as they evolved. This was supplemented with interviews and discussions, both group and individual, over the course of the mandate with CoP and EC staff and leadership from various departments, as well as multiple touch points with individual CoP council members, the Mayor's office and the District 3 County Commissioner.

Throughout the development of this report, community engagement was also essential. LWLP engaged in various individual meetings with community and business leaders representing different relevant constituencies and groups in Pensacola. Additionally, formal public community meetings were held:

- February 1, 2016 at the Pathways for Change Family Center
- June 7, 2016 at Friendship Primitive Baptist Church

This robust engagement process has ensured that the master plan and strategy described in this report has strong support from public and private sector stakeholders and the communities it will impact.

Goals of the Three Parties

As articulated in the Reconnaissance & Strategic Assessment report, the coalition of the CoP, EC, and BHC would not have been possible without the intersection of key civic and corporate objectives. First, Baptist's desire to plan for a new campus development opportunity. coupled with the CoP and EC's longstanding desire to invest in and revitalize the Westside of Pensacola, and the result is a unique opportunity to catalyze the resurgence of a neighborhood that has been long underserved. The collective and individual goals of the three parties are resummarized below.

Collective Goals

Generate New Development and "Get Shovels in the Ground"

Enhance the E Street Gateway/ Corridor

Catalyze Westside Neighborhood Revitalization

Individual Party Goals

BAPTIST HEALTH CARE

The City of PENSACOLA

ESCAMBIA COUNTY FLORIDA

- Meet Professional Office Space Need
- Improve the Campus Experience for Patients, Visitors and Employees
- Improve the Lives of People in its Community
- Plan for Responsible Campus Redevelopment Activity
- Creating Healthier Communities
- Moving Prosperity Westward
- Connecting North and South Areas of Pensacola
- Improve Key Corridor and Gateways
- Leverage Healthcare Industry to Spur Economic Development
- Move Prosperity North and West of Pensacola
- Enhance Palafox Street, "E" Street and Pace Blvd.
- Develop the County's Workforce
- Enhance Walkability of Major Roadways

Creating Healthy Communities

As described in the Reconnaissance & Strategic Assessment report, creating a healthy, active community is a core goal of this project. The development strategy and master plan outlined in this report is informed by the Healthy Community Design Principles set forth by the Centers for Disease Control and Prevention. These principles outline some of the key components of a healthy community.

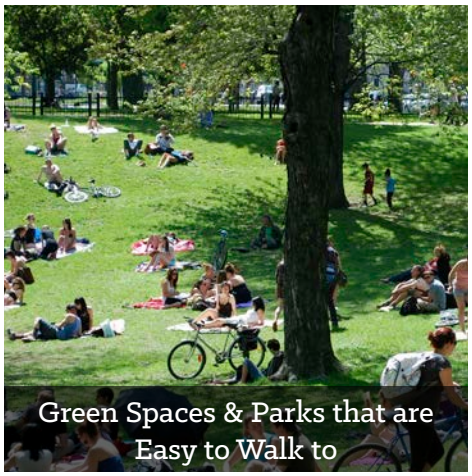
Healthy Community Design Principles

Mixed-Land Use:
Homes, Shops, Schools, and Work Close Together; Housing for Diverse Incomes and Life-Stages

Public Transit, Pedestrian & Bicycle-Friendly

CDC
CENTERS FOR DISEASE CONTROL AND PREVENTION

Accessible & Socially Equitable Community



Green Spaces & Parks that are Easy to Walk to

Safe Public Places for Social Interaction

Fresh, Healthy Food Sources

Downtown Investment Success

Also discussed in the Reconnaissance & Strategic Assessment report was the need for a focused, and collaborative westside investment strategy. Targeted strategic public investments have yielded positive results for Downtown Pensacola in recent years by using public investments to catalyze private investment potential, which has helped generate significant new investment in the Downtown This has led to the successful realization of a number of public improvement projects:

Vince J. Whibbs Sr. Community Maritime Park

Main Street Streetscape Improvements

Admiral Mason Park

Downtown YMCA

Investing in the Westside

Public investment into Pensacola's westside has been limited in recent years and executed in a piecemeal fashion, in a well-intentioned attempt to simultaneously address, with limited funds, multiple and significant needs across a large underserved geography. This project presents the opportunity to make a strategic investment, in concert with BHC (the major private sector economic and employment anchor in the area,) to achieve appreciable change that will resonate and improve the surrounding neighborhood. But this will require prioritizing, focusing and coordinating CoP and EC financial resources within the targeted geography of this project to be effective.

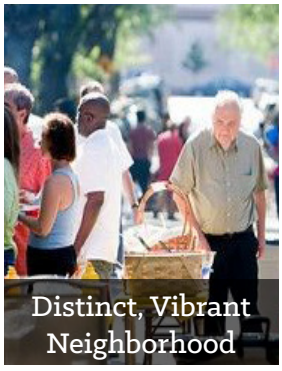
Review of Visions & Guiding Principles

To set the stage for the neighborhood improvement strategy outlined in this report, it is important to recall the visions and guiding principles for the West Moreno District and its initial redevelopment project that were set out in the Reconnaissance and Strategic Assessment report. These have informed the programming of uses and experiences reflected in the master plan, as well as the broader overall plan and strategy proposed for the area.

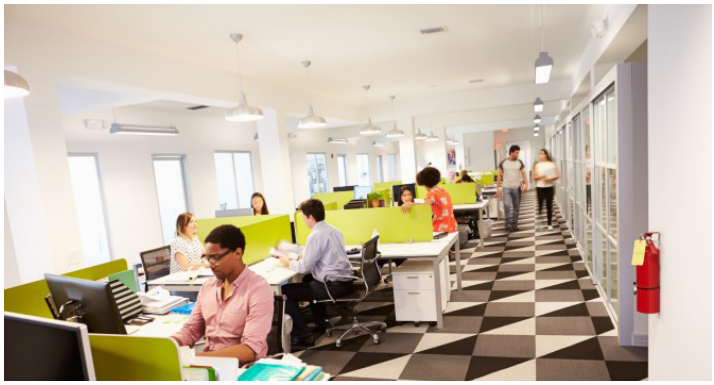
West Moreno District Vision

The **next great Pensacola district**, characterized by a **world-renown hospital anchor**, diverse living options, a **broad mix of retail services and amenities**, and an **active and accessible public realm** that invites pedestrian activity. It will be a **catalyst** for the **resurgence** of Pensacola's Westside, and **emblematic** of the culture of historically African-American neighborhoods.

Guiding Principles



Project Vision



The new development at West Moreno and "E" Street will be a **catalytic project** for both Baptist Hospital and the surrounding neighborhood, and a national model for the hospital-anchored civic revitalization efforts. It will be a **safe and inclusive gathering place** that physically and experientially **integrates** Baptist with its surroundings, and improves the quality of life for employees and residents with **diverse retail amenities** and an **active urban environment**.

Guiding Principles

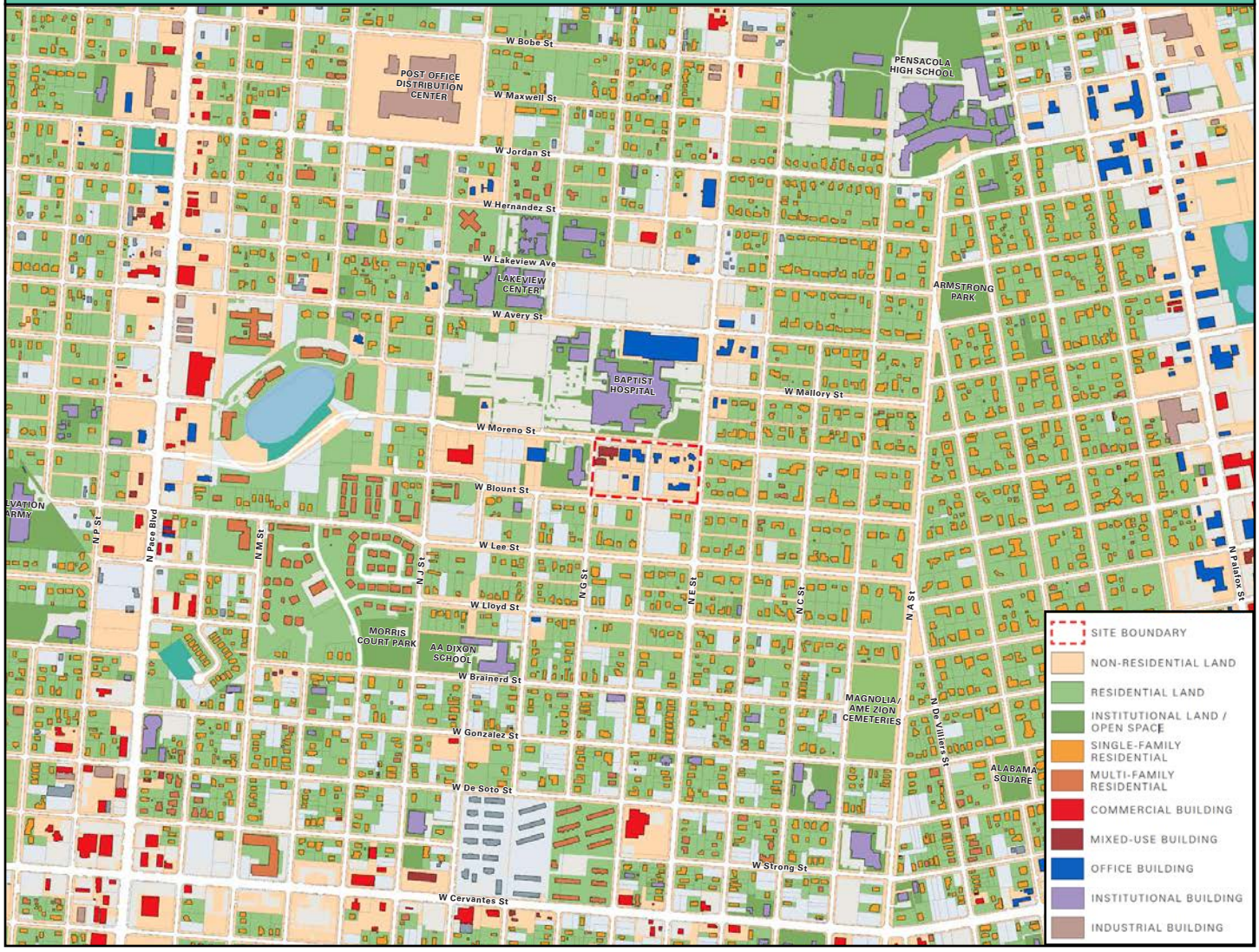
Context & Overview

Review of Neighborhood Context & Conditions

The neighborhood improvement strategy proposed for the West Moreno District has examined the proposed redevelopment initiatives within the broader context of Pensacola's westside. The area surrounding Baptist Hospital offers a key opportunity to coordinate Baptist's future growth with a strategic plan to revitalize and directly enhance the surrounding neighborhood. While an analysis of site and neighborhood conditions was outlined in the Reconnaissance & Strategy Assessment report, additional planning "X-Rays" were performed of the neighborhood as part of this current study,. They highlight some important considerations, related to both the Baptist facilities as well as the surrounding neighborhood, that this strategic plan must be particularly sensitive to addressing in order to be effective..

Not on a Commercial Corridor

Portrait of Existing Conditions and Commercial Corridors



As evidenced by the map, Baptist Hospital and the lands targeted for redevelopment, are not in a commercial area or along a commercial corridor. Cervantes St. to the south, Pace Blvd. to the west, and Palafox to the east are all a significant distance away. This presents unique considerations for the strategic plan and any proposed commercial development, as commercial uses will need to be self-sustaining from the proximate Baptist employee, patient, and visitor base and the surrounding residential population, while catering primarily to them. In essence, the project must stand on its own in becoming a new nucleus of economic activity.

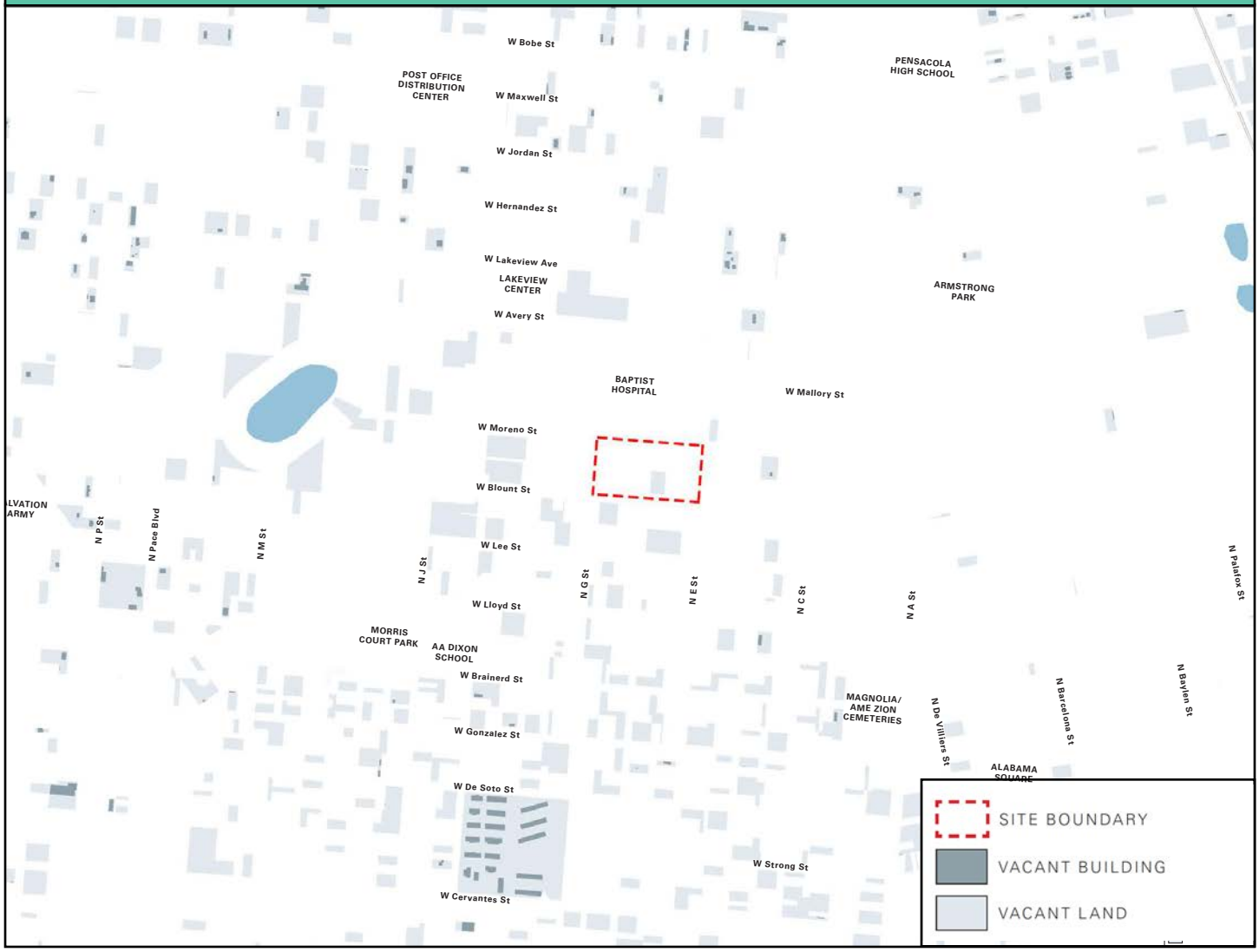
Residential Neighborhood Context

X-Ray Analysis: Residential Patterns

As evidenced by the map, Baptist Hospital is located in an almost entirely residential neighborhood. This presents the challenge of developing responsibly, remaining sensitive to campus edges and the impacts of large surface parking lots and back of house operational considerations on residential neighbors. The neighborhood improvement plan must be cognizant of this reality and assist with these effort by ensuring appropriate, quality transitions between the hospital campus and the surrounding community, creating the positive staging for neighborhood improvement to occur over time.

Significant Vacant Land

X-Ray Analysis: Vacant Land



Within the neighborhood surrounding the Baptist campus, there are considerable vacant or abandoned lots, contributing to the area feeling void of economic development. While the area to the east of E street shows strong property ownership and upkeep, the areas to the south and west show significant concentrations of vacant property. This reinforces how important it is to set the stage for these areas to improve through targeted investment, but also highlights the magnitude of the need and the sustained effort required to facilitate that goal over time.

We Have Moved to
2373 W HERMAN ST

Neighborhood Issues to Address

The SWOT analysis conducted as part of the Reconnaissance and Strategic Assessment revealed several issues affecting both the site and its surrounding area. Some of those issues are more specifically highlighted here as they reflect items that are being directly responded to through the programming and investment strategy in the proposed master plan for the site and the broader neighborhood improvement strategy.

What's Broken?

Inconsistent & Incomplete Streetscapes

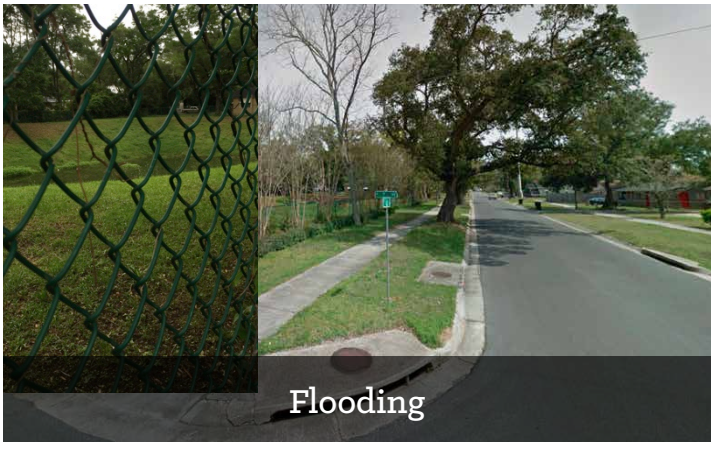
Many of the streets surrounding Baptist Hospital are in a poor state of repair, and are uninviting to pedestrians due to broken, unfinished or missing sidewalks. Additionally, inadequate street lighting was specifically highlighted at community meetings as a concern of neighborhood residents that contributes to the area feeling unsafe at night and to enabling the incidence of crime.

Vacant Land & Dilapidated Housing

As discussed previously, the neighborhood to the south and west of the hospital contains many vacant, abandoned, and deteriorating properties that contribute to the area feeling neglected, unsafe, and unwelcoming. Additionally, this negatively impacts the value of the adjacent homes and land, disincentivizing those owners from reinvesting in their properties, as well as any new external private investment into the area.

Ad-Hoc Stormwater Management

A lack of a consolidated plan or design standards for addressing flooding and surface run-off issues in the area has led to piece-meal, reactionary ways of dealing with stormwater that have both been inadequate as well as detrimental to the character of the neighborhood. In particular, the propensity for digging holes, with chain-link fences around them, to collect the stormwater in runoff areas, completely devalues surrounding properties, whereas there are solutions for dealing with it in a manner that is both functional and aesthetic.



Flooding

In light of inadequate stormwater management, recurrent flooding during incidences of high precipitation causes visible pooling of water in certain areas, and damage to public infrastructure and many private properties in the area requiring frequent investments to their repair and maintenance. In a recent case, the CoP even had to purchase, for demolition, private homes due to recurrent flooding damage. This additionally impacts investment potential and the overall neighborhood character.

The quality and degree of (dis)repair of a neighborhood's public infrastructure and public realm has a determinative impact on safety and public perception of the area, investment and growth potential, and community pride.

What's Missing?

Retail & Restaurant Amenities

The area does not offer local residents or hospital populations enough quality, healthy, convenient, and affordable places to eat, or access to basic services and amenities. Baptist has limited, simple commercial offerings within the hospital, and the only street-facing restaurant, the popular Sunshine Café, will be closing next year when the owner retires.

Quality Public Space

The area also lacks any formal or inviting public gathering space or plaza where local residents, employees, patients or visitors can gather to socialize, eat lunch, or take a break in an attractive environment that is setup and designed to invite social interaction and connections.

Green Space & Recreational Amenities

There is also a lack of formal green space or naturalized areas for people to escape, exercise, sit, walk, relax and passively enjoy. If someone from the hospital wants to go for an afternoon walk that isn't around a parking lot, or if a local family with children wants to go to a well-maintained park, with a place for their kids to play, or access field space for recreational activities, there are no options currently available to them.

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Programming

Recommended Development Program

In response to the site analysis and goals, a series of key, macro program components were identified and formed part of the baseline planning direction for the master plan.

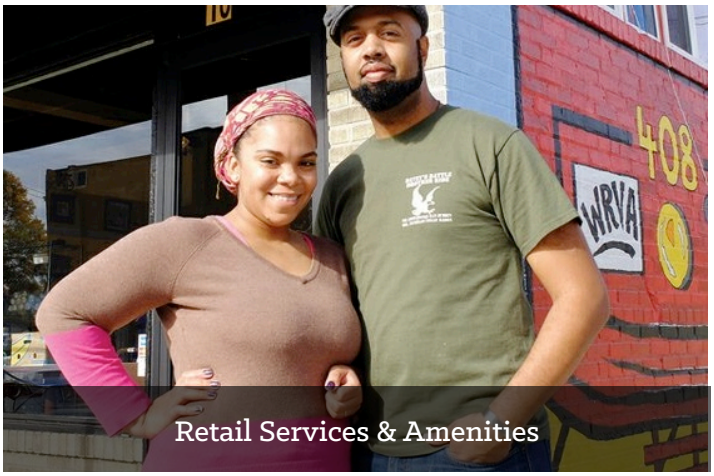
These components can be classified into two distinct categories: target programming in the built form, and in the public realm. The program components in both of these categories share a common goal: to attract different user groups to the site by creating a diversity of reasons for varied people to spend time and money there, generating the critical mass of activity required for the birth of a vibrant "place" at the doorstep of Baptist Hospital, and at the heart of the neighborhood.

Built Form

The development strategy recommends the development of a mixed-use office building with office uses on the upper level, and retail and restaurant amenities on the ground floor.

- Professional Mixed-Use Office Building

The upper-level office program is intended to serve the current priority need expressed by Baptist Health Care to re-locate their administrative functions from their principal medical office buildings.



Retail Services & Amenities

The ground-level commercial program is intended to provide the hospital employee, patient, and visitor populations, as well as community residents, with improved retail amenities and eating options.

Flexibility of Upper Story Space Use

Within this proposed building, using the upper-level space for administrative office space is only one possibility for Baptist, and could be replaced with other hospital or medical functions should they determine a more pressing priority regarding their space or business needs. An activated ground floor with retail and eating options, however, is crucial to realizing the project's goal of generating visible activity and an economy by servicing latent community needs. However, for this new commercial development to be successful, its surrounding context must first be significantly improved to set the stage, hence the target public realm program.

Permanent Green Space: The Evolution in Thinking

In the Reconnaissance and Strategic Assessment Report, green space and field space were initially envisioned as a temporary or interim land uses to activate the target site until it was ultimately fully developed out over time. Through the process of developing this study, however, the rationale and enormous benefits of creating permanent green space to address a diversity of identified issues, while accomplishing overall project goals, emerged as the clear preferred direction. Consensus converged around this approach being what's truly best for the project, and executing the proposed transformative public park amenity successfully is an essential foundation of the long-term success of the parties' efforts.

Public Realm

The public realm program recommended in the development strategy and physically articulated in the master plan is comprised of four general components that each target addressing specific issues and opportunities previously outlined.

Community Park & Green Space

A community park with green space is proposed to serve as a safe, central gathering and recreation place for the West Moreno District community, its families, and its children, as well as the hospital populations, providing needed public amenities that contribute to overall community health. It will become a permanent fixture of the neighborhood, and address the community's need for green space – as expressed through public meetings and affirmed by the City of Pensacola's Parks & Recreation department.

Stormwater Management & Public Amenity

This park can play in important role in stormwater management for the area, not only due to its natural capacity to absorb surface runoff during important storms or floods, but also because it will feature important stormwater retention and detention ponds. The ponds will serve two purposes: as functional pieces of stormwater management infrastructure, and as a public amenity to complement the public park as a whole.

Public Plaza Space

Outside of the mixed-use office building, a public plaza is proposed to provide comfortable and inviting space for users of the ground floor retail and restaurants, or others, to sit, eat or just take a break and enjoy the surroundings . This plaza is intended to act as a third place for members of the hospital population and surrounding community, and be another visible signal of economic and human activity in the area.

Streetscape Improvements

Additionally, the program proposes a set of improvements to the streetscapes in targeted streets surrounding the hospital, the new mixed-use office building, the park, and proximate residential properties. These improvements include:

- The repair and addition of sidewalks to enhance pedestrian connections and experience;
- The repair and addition of street lighting to enhance the feeling of safety in the neighborhood;
- The introduction of on-street parking to provide a buffer between cars and pedestrians, as well as help fulfill the need for convenient parking for the park, retail, office, and hospital users.

Program Refinement & Viability/Rationale

The macro program components described in the previous section, were then additionally validated and refined to provide greater specificity and direction to the master plan – all based on studies, research, analysis and stakeholder interviews that confirmed their viability, and provided specificity in terms of office and retail sizing, and preliminary public realm design components and programming.

Office

At the time of the Reconnaissance and Strategic Assessment Report, Baptist Health Care had originally communicated a range of potential space needs for their proposed professional office component of the mixed-use development. As shown in the table below, a revised audit performed by Baptist generated a refined need for approximately 43,830 square feet, divided among various administrative functions:

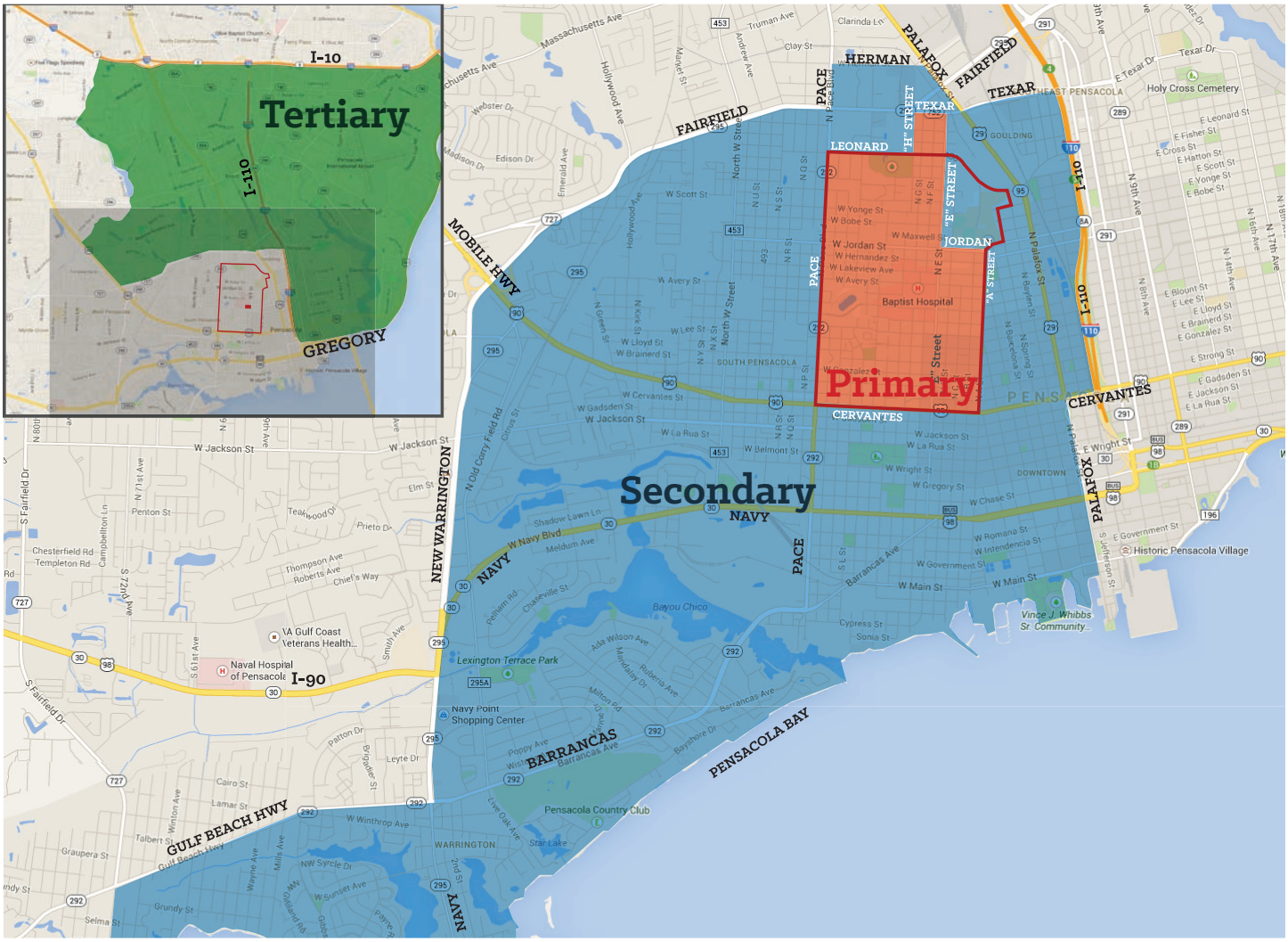
Baptist Professional Office Building Space Planning Exercise	
Administrative Functions	**Sq. Ft.**
Medical Records	2,000
Quality	4,000
Information Services	6,000
Discharge Planning	2,500
Planning	1,500
Reimbursement	830
Financial Analysis	1,600
Insurance Verification	900
BMG Recruiting/MKT	900
Foundation	1,000
Facility Mgt.	1,700
Outreach	1,000
Ormis	1,100
Decision Support	2,800
GRC	5,500
BMG Admin	3,500
Marketing	4,000
Billing Office - Cashier Counter	500
Meeting Rooms	2,500
Total	**43,830**

Note: All sizes are approximate and subject to reasonable modification and fluctuation.

Retail

Review of Target Market

In order to estimate the potential commercial economy for the retail and food components of the mixed-use development, LWLP relied on the target market analysis and customers segmented, quantified and described in the Reconnaissance & Strategic Assessment report. For facility, this is summarized below:



Primary Draw Area

Daily Population	11,281
Baptist Daily Population	6,481
Baptist Employees	5,600 total/daily
Inpatients	13,500 total/ 159 daily
Outpatients	81,500 total/ 223 daily
Hospital Visitors	~236,000 total/ 499 daily
Neighborhood Residents	4,800 total/daily

Secondary Draw Area

Residents	27,852 total
Employees*	6,563 total

Tertiary Draw Area

Residents	73,677 total

*Secondary Draw Area employee population is lower than indicated in the original Target Market Analysis, as downtown employees have been removed.

Retail (cont'd)

Commercial Economic Study (CES™)

The Commercial Economic Study (CES) is a demand-based model that estimates the potential economy of spending to support commercial development by taking into account behavioral spending patterns by customer segment. Factored into the model are the following considerations and assumptions:

- Potential end-users by target market customer segment
- Frequency of visitation by customer segment
- Capture rate of customer segments
- Average spend per visit
- Targeted sales per square foot (viability threshold for the commercial operators)
- Competitive supply of commercial space (retail and food & beverage)

This CES is a preliminary model based on the target market segments identified, quantified and (in some cases) surveyed as part of LWLP's original Reconnaissance & Strategic Assessment report, with additional inputs and assumptions based on interviews with Baptist leadership, staff and employees, community residents, and LWLP's expertise in purchasing patterns and consumer behavior.

The CES estimates that the project will be able to support up to approximately 17,000 square feet of small-scale commercial development. It is important to note that this represents a potential stabilized economy, that may take several years to achieve as businesses establish themselves, build their customer bases and market familiarity, and grow their sales as customers change their spending behaviors and become familiarized with the new offerings. Given the existing context today, it should be expected that new businesses may struggle in the initial years and thus appropriate incentives, support and financial engineering should be planned for.

Please refer to the CES Summary on the opposing page, and to Appendix A for the complete CES model.

West Moreno District Project Commercial Development Potential	
Projected Annual Stabilized Commercial Economy	$6,852,649
Commercial Operator Sales Per Square Foot Viability Threshold	$400
Viable Square Footage of NewCommercial Development	17,132

Commercial Economic Study Summary

Commercial Target Market - Customer Segments	Population Base	Estimated Annual Achievable Customer "People Days"	Estimated Daily Achievable Customer "People Days"	Projected Annual Stabilized Commercial Economy	% of Expenditures by Customer Segment
Primary Draw Area					
Primary Draw Area: Baptist Hospital					
Employees					
Total Baptist Hospital Employees (including Lakeview Center)	5,674	425,550	1,166	$5,106,600	75%
Patients					
Inpatients (# bed nights)	57,915	2,896	8	$28,958	0.4%
Outpatients	81,500	8,150	22	$81,500	1%
Estimated Annual Patients	139,415				
Estimated Daily Patients	382				
Visitors					
Baptist Hospital Visitors	182,000	91,000	249	$910,000	13%
Medical Office Visitors	54,000	13,500	37	$135,000	2%
Estimated Annual Hospital Visitors	236,000				
Estimated Daily Visitors	647				
Primary Draw Area: Baptist Hospital Daily Total	**6,703**	**541,096**	**1,482**	**$6,262,058**	**91%**
Primary Draw Area: Neighborhood Residents Total	**4,854**	**14,562**	**40**	**$72,810**	**1%**
Primary Draw Area Total	**11,557**	**555,658**	**1,522**	**6,334,868**	**92%**
Secondary Draw Area					
Employees	6,563	32,815	90	$393,780	6%
Residents	27,852	14,632	40	$79,796	1.2%
Secondary Draw Area Total	**34,415**	**47,447**	**130**	**$473,576**	**7%**
Tertiary Draw Area					
Residents	73,677	3,684	10	$44,206	1%
Tertiary Draw Area Total	**73,677**	**3,684**	**10**	**$44,206**	**1%**
Total Daily Target Market	**119,649**				
Total		**606,789**	**1,662**	**$6,852,649**	**100%**

Program Refinement & Viability/Rationale (cont'd)

Community Park Programming

To determine the more specific programming concepts and parameters for the community park and its surroundings, LWLP engaged in discussions with:

- The CoP Parks & Recreation Department to explore potential recreational programming elements that they felt could be well used by the community and effectively managed by their department;
- The CoP Department of Public Works and Facilities to determine how the park might holistically address the neighborhood stormwater management and flooding issues previously identified, both in terms of needed capacity as well as design format;
- Innisfree Hotels, a community-focused hotel management company with a community garden program in Pensacola, regarding the potential to create a new one as part of this West Moreno District neighborhood improvement initiative.

The program elements highlighted here are by no mean an exhaustive representation of all possible viable uses, and should in fact serve as a starting point for the envisioning and programming of this community park, which should aim to attract and serve the greatest number of people for diverse reasons, activating it at various times of the day. When moving into detailed park design, all potential ideas should be revisited and considered.

Community Garden

A community garden would create a draw for both the residential community around the park and for Baptist employees. Providing an opportunity for people to grow – and learn about growing – healthy, local and organic food, while interacting with each other, would create an excellent opportunity to form community bonds between Baptist and its neighbors, while also contributing to the increased health and nutritional education of both parties. The garden could include educational programs with local schools, residents and community groups, including the nearby senior housing complexes, and the food produced could be used by Baptist Hospital's food service program, as well as by the new eateries forming part of the project. Exact sizing of the garden would depend on the number of planting beds, and should be determined based on more detailed study and need.

Stormwater Pond Amenity

Turning the issue of stormwater management from a problem into an asset, appropriately sized stormwater retention and detention ponds can be designed, engineered and landscaped into a beautiful public amenity located within this community park. Admiral Mason Park downtown provides an award winning, and lauded precedent for such an initiative, that can replicated in a contextually appropriate way. In discussions with the Department of Public Works, it was determined that a combination of both a retention (wet) pond and a detention (dry) basin could effectively manage existing neighborhood stormwater demands and fix current flooding issues (assuming, as will be discussed, that as certain streetscapes and underground infrastructure around the project are rebuilt, water can be piped from some areas of the district over into the future park basins.)

While currently envisioned as part of the park, the community garden's location is potentially flexible and could also be located elsewhere nearby, if operational considerations or space needs demand it.

Children's Sports Field

Whereas a full-size adult sports field was deemed too large to locate on the site, a smaller 25 x 40 yard field (or potentially multiple fields) can be accommodated on the site, perfect for community sports programs for children under 8 years old, which would contribute to improving youth recreation in the area.

Obstacle/Challenge Course

This increasingly popular park programming idea is a need and facility that the Parks & Recreation Department expressed does not currently exist anywhere in the city. Incorporating a timed challenge course and 40-yard dash, it is popular with NFL youth programs. Aimed primarily at youth and teenagers, it would also help achieve the goal of improving the health of the community, and provide a unique attraction that would set this community park apart from others in the city.

Children's Play Structure

For neighborhood families with young children to enjoy.

Walking Paths & Seating Options

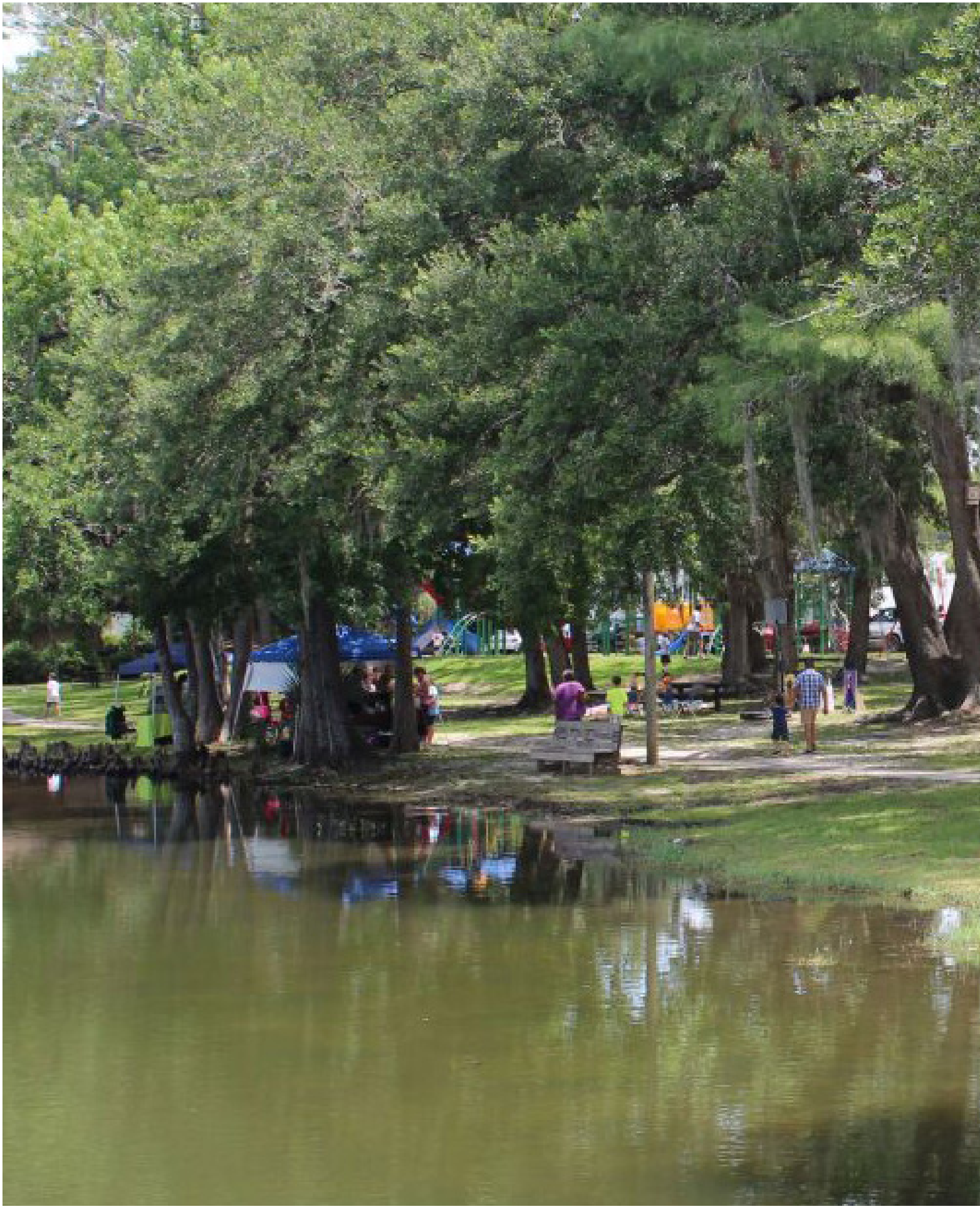
For passive enjoyment by all throughout the day and evening.

Quality Lighting & Nightscaping

To ensure feelings and perception of safety and the ability to program and use the fields and amenities into the evening hours.

Public Restrooms

Whether part of the mixed-use building, or within the park, restrooms will likely be required.



Neighborhood Improvement Action Plan & Strategy

Strengthen Neighborhood & Stretch Prosperity

One of the main goals of the plan and strategy outlined in this report is to have the redevelopment of the target site be an important catalyst to creating positive change and broader revitalization of the surrounding West Moreno District.

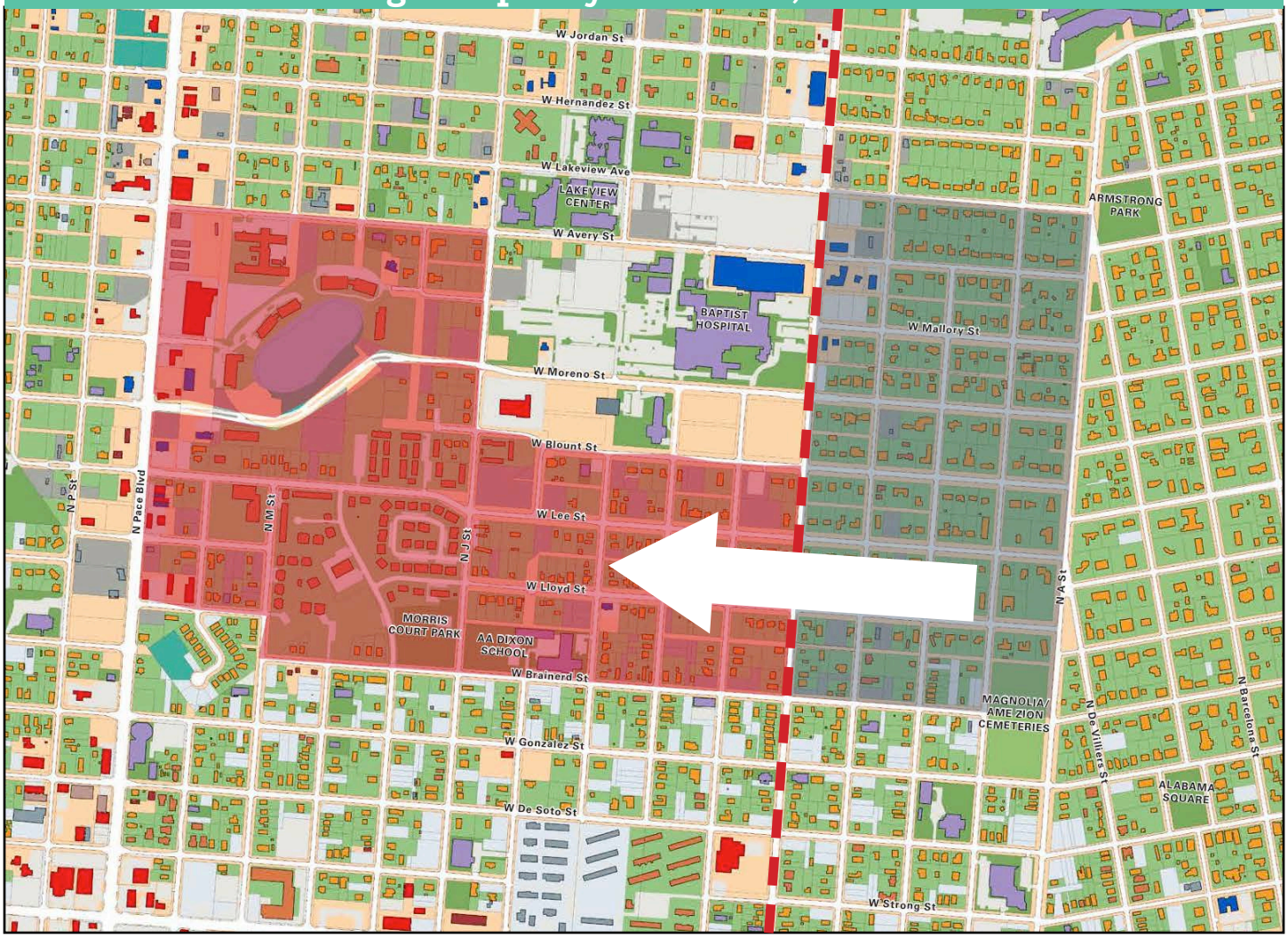
There is currently an imbalance in terms of economic investment and vitality in the area. E-Street is a clear dividing line between two areas that have experienced two different fates over the years. West of E Street, the area south and west of Baptist Hospital is visibly and significantly blighted, both in terms of private property and public infrastructure, which speaks to a decades-long lack of neither public nor private investment into the area. This will continue to degenerate unless action is taken. East of E street, vacant lots are much less common, and the average upkeep of the housing stock and neighborhood character is appreciably better.

The neighborhood improvement strategy thus has two important goals in this context:

1. Stop any additional deterioration of the neighborhood and halt the progression of blight from further spreading eastward
2. Move prosperity westward, by making a significant and visible investment west of E Street that will start to positively improve and create value for that neighborhood and its surroundings – change that can reverberate out over time

Successful realization of these goals would yield tremendous compound benefits for the City, County and Baptist Health Care and the communities they each serve and represent in the area.

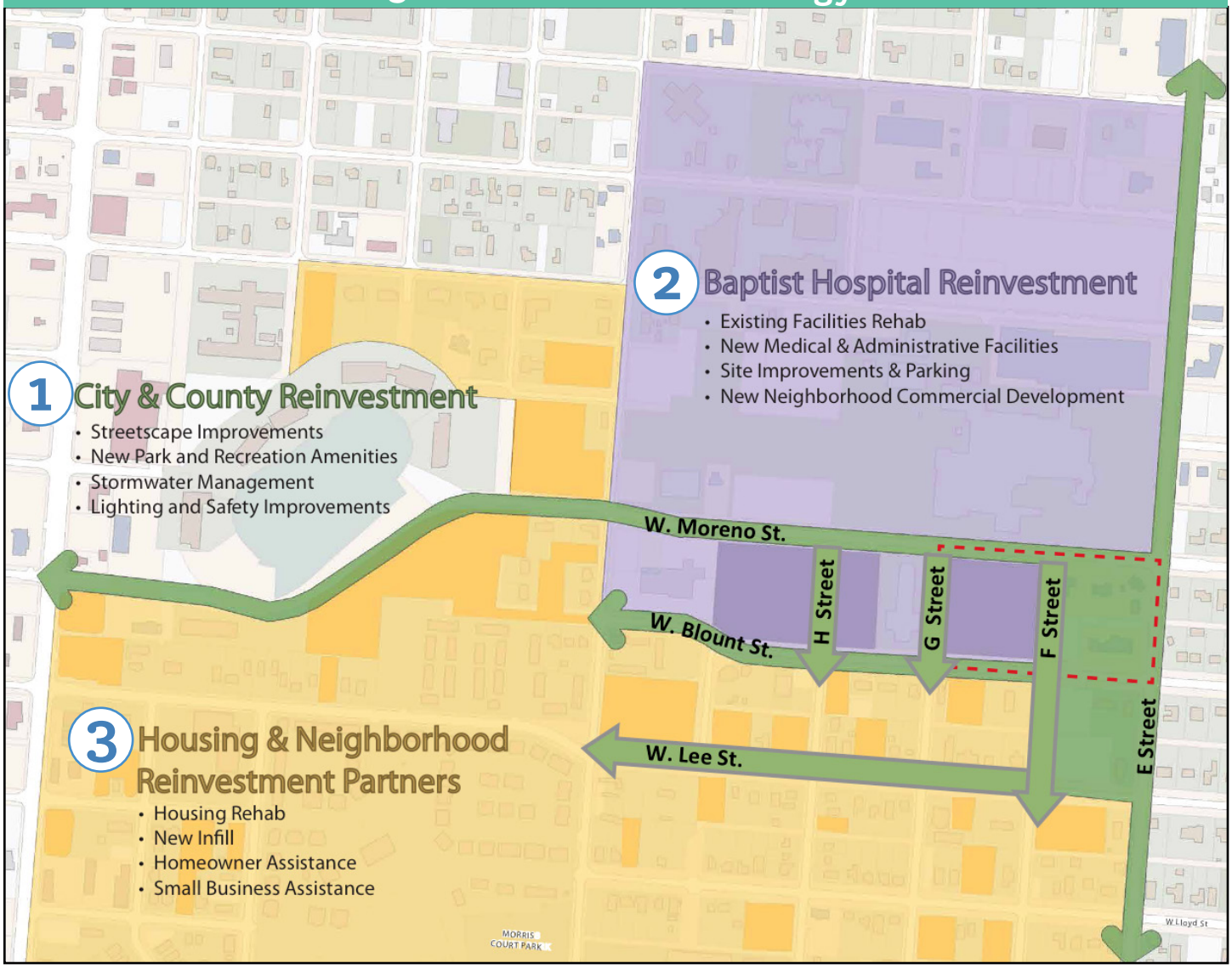
Stretching Prosperity Westward, Across E Street



Key Initiatives: A 3-Part Reinvestment Strategy

For these benefits to materialize, however, a concerted and coordinated public and private reinvestment strategy is needed to holistically address the deep, and longstanding needs of the neighborhood.

3-Part Investment Strategy



Each of the three components of the strategy have independent merit and warrant being individually pursued by the parties, but the coordinated collaboration of all three will create the greatest impact. The public infrastructure investments provide the essential foundational staging for redevelopment activity and investment to occur and will increase the viability of the desired commercial amenities.

Reinvestment Responsibilities

1 City & County Reinvestment

As they have in Downtown Pensacola, the public sector partners must invest in improving the public infrastructure in the area in order to send a strong message regarding their long-term commitment to the westside communities, and set the stage for neighborhood improvement and broader revitalization to occur.

This includes:

- **Streetscape improvements to enhance the pedestrian experience**
- **Development and creation of a new park and green space for the community, with associated recreational amenities**
- **Stormwater management improvements that are aesthetically sensitive, including of one or more retention/detention ponds that double as a public amenity to complement the new park.**
- **Lighting and safety improvements to improve visibility and user comfort, and encourage more frequent and prolonged visitation to the area at all times of the day and evening**

2 Baptist Hospital Reinvestment

As the major private sector employer, landowner and economic anchor, Baptist has a responsibility, pursuant to its business needs, to reinvest in and improve its campus and engage in responsible redevelopment activity, as it has committed to doing.

This includes:

- **Rehabilitation of existing hospital facilities to signal reinvestment and dedication towards the neighborhood, and improved care for all hospital users and workers**
- **Development of new medical and administrative facilities to enhance Baptist's quality of care and offerings in a regionally and nationally competitive industry**
- **Exterior site improvements and improved parking infrastructure to soften its campus edges and reduce impacts on its residential neighbors**
- **Introduction of new commercial development into the neighborhood that would serve and benefit both the Baptist populations (employees, patients, and visitors), and the wider community**

3 Housing & Neighborhood Reinvestment Partners

The blight of decades of property disinvestment in the area will not reverse course by itself, and requires a concerted and targeted effort by local housing authorities, working with state, federal, and eventually experienced private partners.

This includes:

- **Rehabilitation of dilapidated residential structures in the neighborhood to encourage re-use and meet a community need for affordable housing**
- **Infill housing to make productive use of vacant land and begin stitching together a more complete, walkable urban fabric for the neighborhood**
- **Provision of homeowner assistance to help residents maintain and beautify interior and exterior components of their properties**
- **Provision of small business assistance to encourage entrepreneurship and business development in the neighborhood**

Site Development Context Today

The area targeted for redevelopment is currently comprised of and surrounded by of a mix of vacant and underutilized land or properties in various states of disrepair.

Baptist Properties

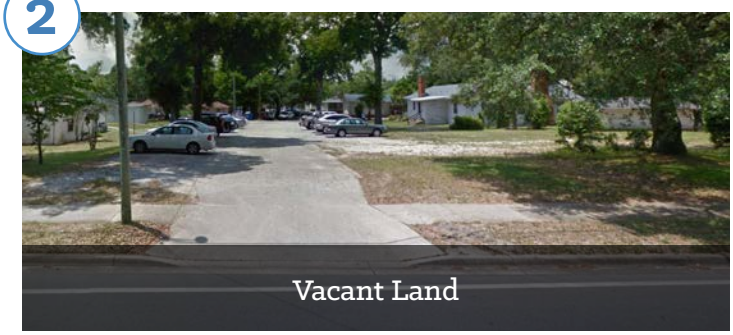
Baptist properties located south of the hospital are largely under-utilized today.

1

"Cottage" Offices & Parking

This entire city block contains certain Baptist administrative uses, as well as the Sunshine Café, housed in older deteriorating structures fronting West Moreno Street, with additional parking space for the hospital in the back interspersed among large canopied trees.

2



Vacant Land

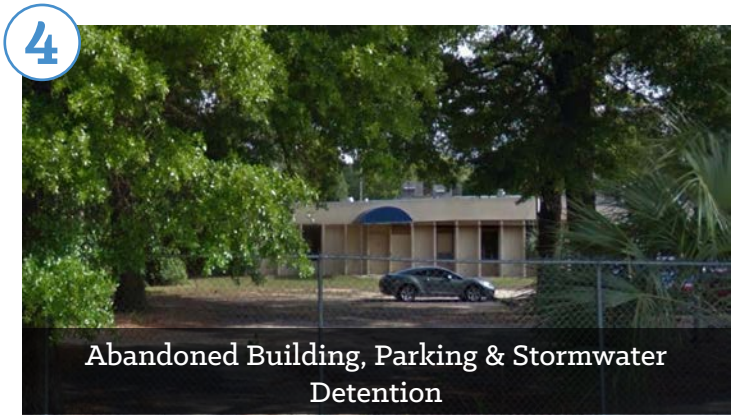
This important block on the high visibility street corner of E Street and West Moreno is currently vacant, as certain older structures that formerly occupied it were demolished this year. It also has a significant number of large trees and feels park-like even in its natural state.

3

Overflow Parking Lot

This property is an overflow parking lot for Baptist, but is generally not used and sits mostly vacant.

4



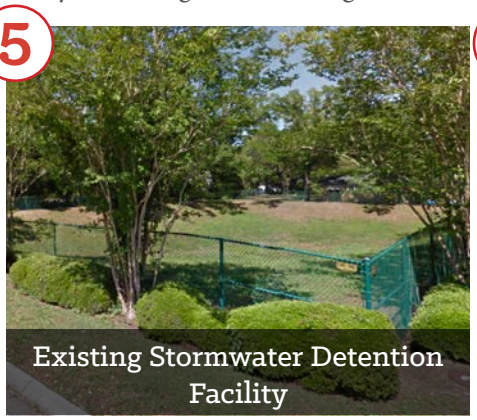
Abandoned Building, Parking & Stormwater Detention

This block is severely underutilized, containing an abandoned structure that used to house the Baptist sleep disorders clinic, with parking in the back, as well as a stormwater detention facility created to accommodate runoff from the dialysis center to the west.

Current City Stormwater Initiative

The CoP Department of Public Works has undertaken several stormwater management initiatives in areas south of the hospital. The Department has plans to expand an existing stormwater facility north of Lee Street by combining it with a future facility planned on a newly acquired lot south of Lee Street, and by permanently removing the section of Lee Street between the two lots. The resulting larger facility, as currently conceived, would exist in the same form as the smaller one today (i.e. a large hole in the ground with a fence around it.)

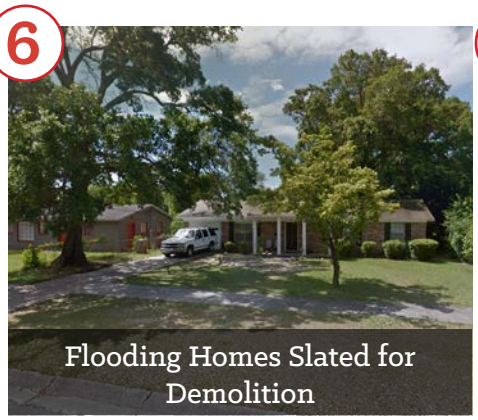
5



Existing Stormwater Detention Facility

This property on the north side of Lee Street is a current city stormwater detention facility in the form of a dry hole surrounded by a chain-link fence.

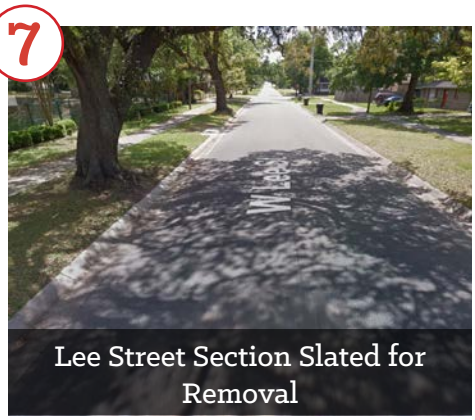
6



Flooding Homes Slated for Demolition

On the south side of Lee Street, there are three homes that flood persistently and that the CoP has secured funding to purchase and demolish, while relocating the occupants. Once the homes are demolished, the CoP Department of Public Works intends to use the land for additional stormwater detention, as it is a condition of their funding.

7



Lee Street Section Slated for Removal

In order to connect the existing stormwater facility with the one proposed on the south side of Lee Street, a portion of Lee Street between E Street and F Street is expected to be removed under the current CoP Department of Public Works plan.

The Department of Public Works has indicated that they are open to exploring alternatives for addressing the stormwater issue in order to avoid removing Lee Street as currently planned. It is LWLP's firm recommendation that Lee Street should not be removed, as to do so would continue the trend of neighborhood disinvestment the parties are trying to reverse, and adversely impact flow and connectivity as well as the value of surrounding properties.

Master Plan Overview – Key Strategies & Considerations

The proposed Master Plan, summarized below and articulated in further detail in the following pages, integrates the proposed development program and strategic direction in a manner that achieves the project's stated neighborhood improvement objectives and sets the stage for broader revitalization to occur over time.

Illustrative Master Plan

1 New Development Fronting West Moreno Street

New Baptist development demonstrates private investment in the neighborhood and several key strategies are reflected in the plan:

- **Reinforces Moreno as Baptist's institutional main street corridor**
- **New building faces existing hospital, creating a 2-sided, urban-feeling street with scale**
- **Retail on ground floor activates the street-front**
- **Promenade along Moreno invites pedestrian flow to plaza and park**
- **Plaza space faces park for public use, activation and flow**
- **Significant, convenient pull-in and diagonal street parking services demand and limits the required size of the surface lot in back**

2 New, Expanded, Active Park & Pond Space

This new, substantial, activated civic green space is an essential foundation of the overall strategy:

- Creates a compelling sense of arrival to the district
- Serves as a highly visible "billboard" along E St., signifying investment in the westside neighborhood
- Public investment west of E Street stretches prosperity across E St. and creates value for surrounding neighborhood residents
- Addresses area flooding/stormwater issues comprehensively
- Creates space and opportunity for additional recreational amenities and park programming

3 Targeted Infill Housing

Beginning to repair the surrounding neighborhood:

- Provides new housing options for existing, new, or returning residents in need of quality places to live, by developing and making productive use of underutilized or vacant residential land
- Begins to complete a disjointed urban fabric and create a cohesive neighborhood that is well-maintained and cared for
- Signals to the wider community, including both public and private sectors, an interest and reinvestment in the area

4 Potential Future Development

Plan allows for Baptist to accommodate potential additional future development needs over time, outside its hospital:

- Buildings should continue to front Moreno, to continue the reinforcement of the institutional corridor
- Buildings should also front Blount, if possible, to improve the built-form response to the residential community on the south side
- Vacated segment of H Street between Blount and Moreno should be reinstated to improve connectivity and maintain block structure
- Storm water facility adjacent to the dialysis center can be removed to free up land for development, by redirecting stormwater runoff into the new park

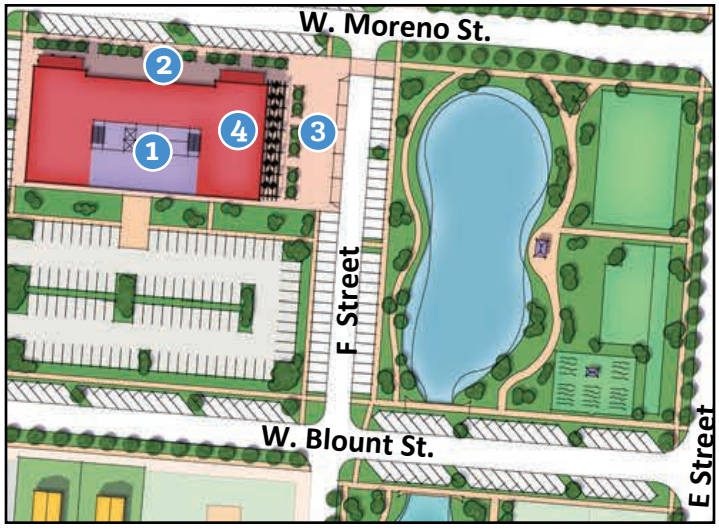
Prioritize the Park

In the event of phased implementation of the proposed public improvements due to budgetary constraints, the park and surrounding streets, should be prioritized for initial investment.

Potential Mixed-Use Office Building

The mixed-use office building is conceived as a 3-storey structure, with Baptist professional office space on the 2nd and 3rd floors, as well as a portion of the ground floor. The building's main entrance is on West Moreno, but also has direct access from surface parking in the rear. Retail and restaurant space occupies the ground floor of the building fronting West Moreno, activating the envisioned promenade, patio and plaza space.

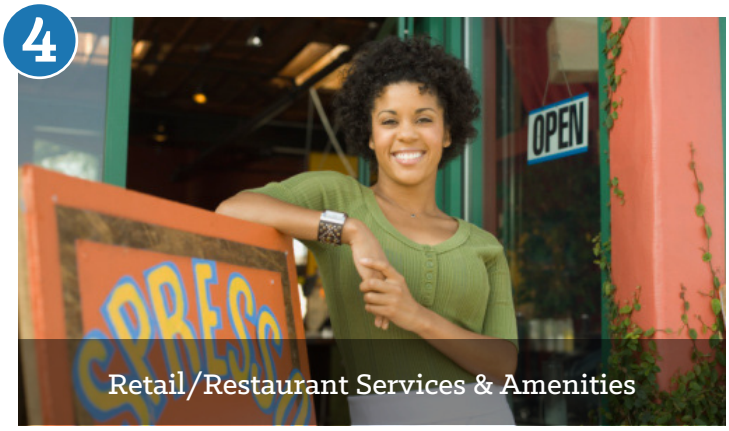
Note: These represent only conceptual building designs and plans, which should be expected change and evolve during any detailed design process, due to building efficiencies, value engineering and evolving market conditions.



1 Baptist Professional Office Space

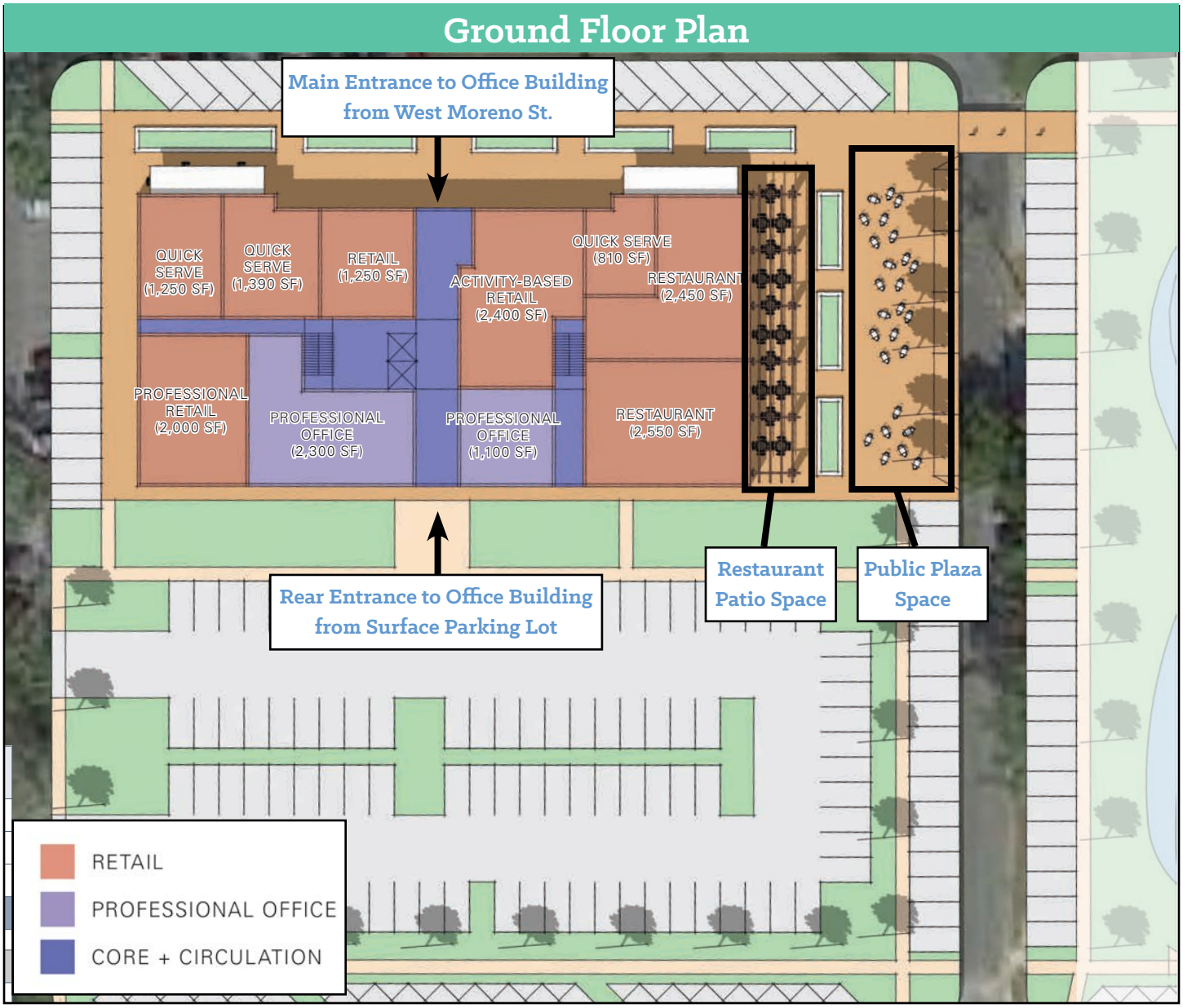
2 Moreno Promenade

3 Public Plaza Facing Park



4 Retail/Restaurant Services & Amenities

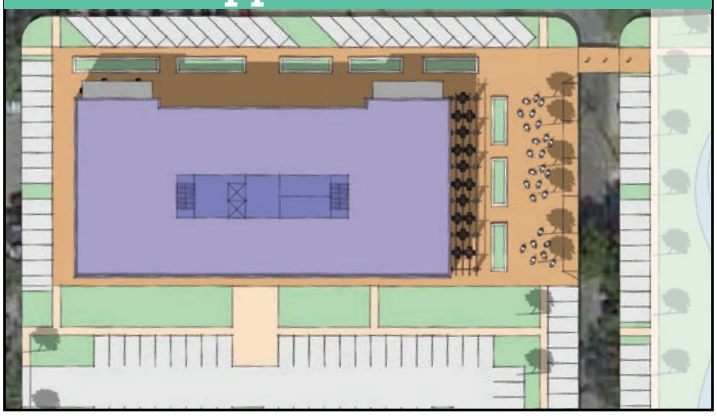
Ground Floor Plan



Floor	Net Retail	Net Professional Office	Core, Circulation, Exterior Walls	Total
1	14,100	3,400	4,950	22,450
2	--	19,295	3,155	22,450
3	--	19,295	3,155	22,450
Total	**14,100**	**41,990**	**11,260**	**67,350**

Parking Required	**167 (Professional Office Only)**		
	Surface	On-Street	Total
Parking Provided	**99**	**154**	**253**

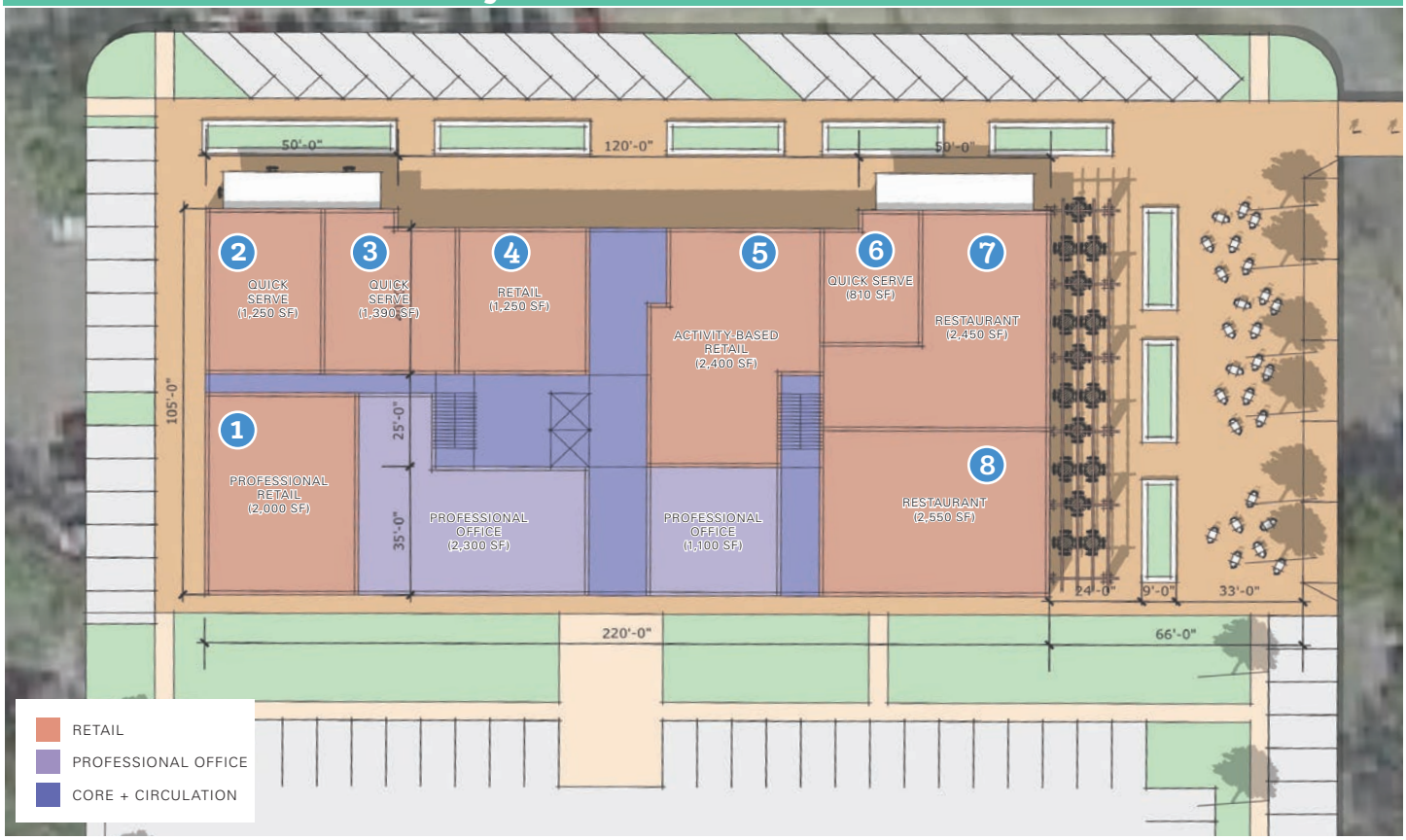
Upper Floor Plan



Preliminary Commercial Program

The retail offering envisioned for the ground floor of the development includes a mixture of food services, daily services and amenities along with general and health and wellness retail offerings, all to serve the diversity of identified end-users.

Preliminary Ground Floor Retail Tenant Mix



Category	Concept	Gross Leasable Area (Sq. Ft.)
1. Professional Retail	Medical Retail	2,000
2. Quick-Serve	Coffee Shop	1,250
3. Quick-Serve	Grab'n'Go Meals & Convenience Store	1,390
4. Retail	Flower & Gift Shop	1,250
5. Activity-Based Retail	Fitness Concept	2,400
6. Quick-Serve	Ice Cream & Treats	810
7. Restaurant	Casual Full-Service Restaurant	2,450
8. Restaurant	All-Day Diner	2,550
	Total	**14,100**

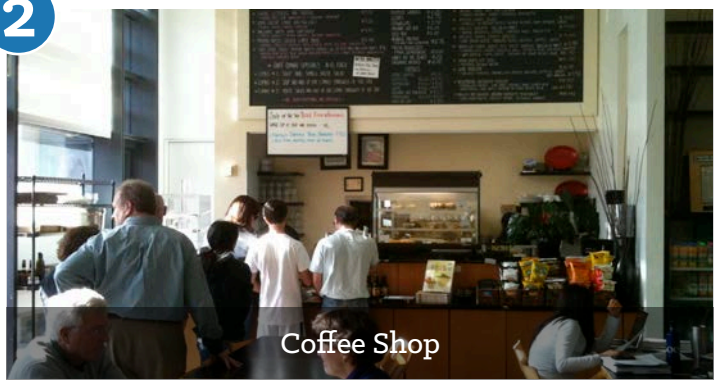
Note: This suggested commercial tenant mix program is preliminary direction and will need to be additionally validated through market testing as the development moves forward.

Preliminary Retail Concepts

1

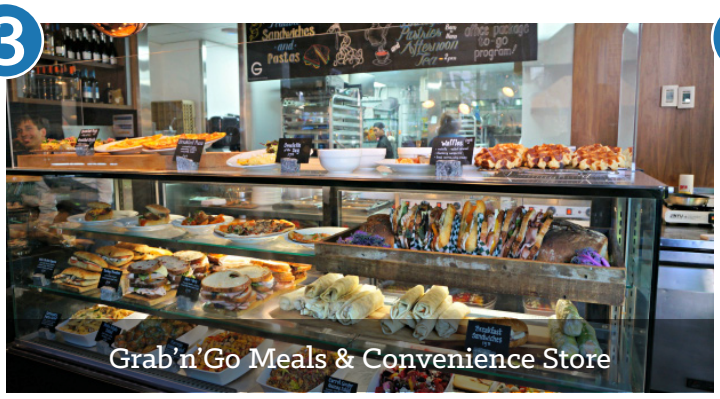
Medical Retail

2



Coffee Shop

3

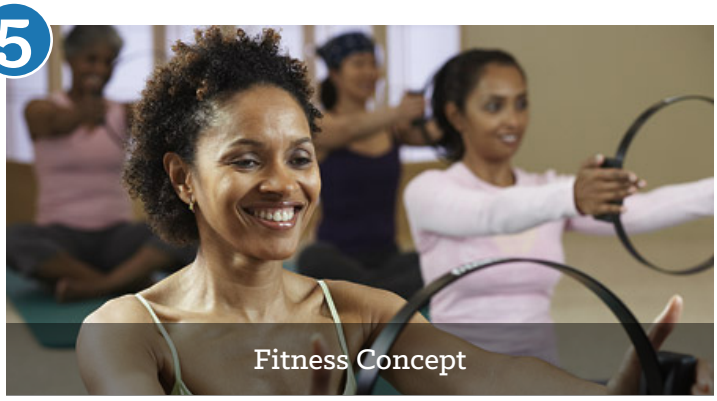


Grab'n'Go Meals & Convenience Store

4

Flower & Gift Shop

5

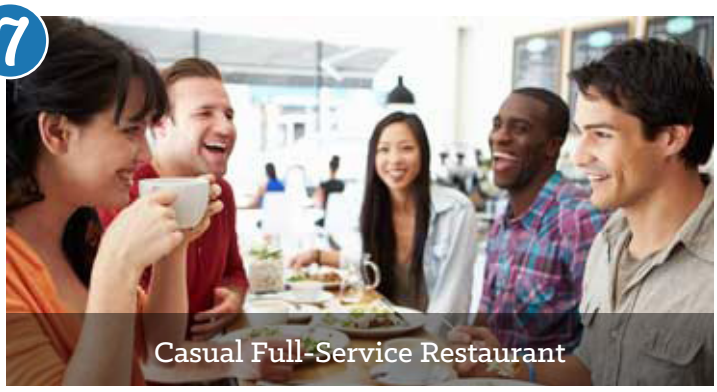


Fitness Concept

6

Ice Cream & Treats

7



Casual Full-Service Restaurant

8

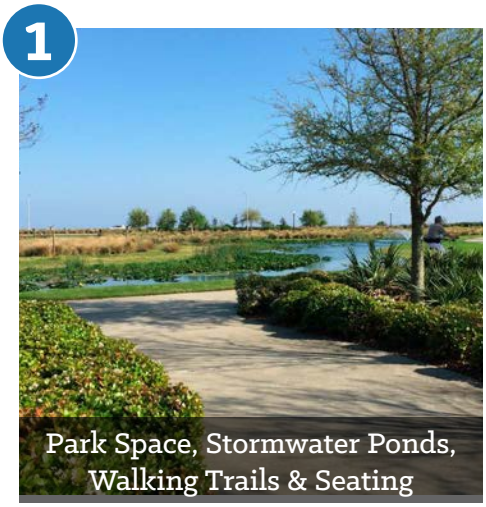
All-Day Diner

Community Park & Amenities

This new proposed community park with a major water feature,addresses and responds to the key program direction previously articulated. By combining Baptist and City-controlled lands, a ~4 acre park can be interconnected and integrated over 3 city blocks, incorporating wet and dry stormwater ponds surrounded by green space, all landscaped into an important community amenity. Ample walking trails and seating options surround the ponds, and provision has been made for a community garden, as well as both a multi-purpose children's sports field and an obstacle/fitness course, located along E Street to highlight visible recreation and activity. The park is also surrounded by convenient pull-in parking for parents and other visitors.

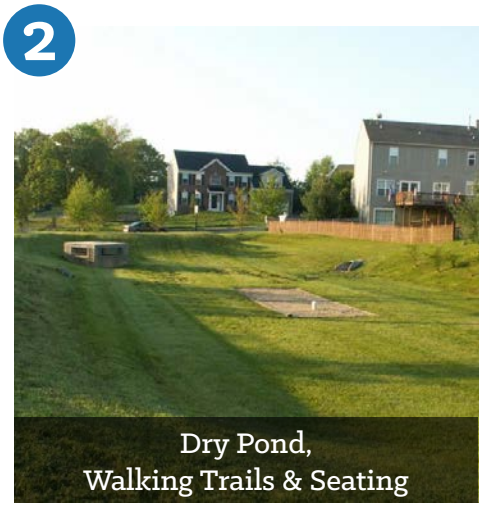
Community Park Programming

1



Park Space, Stormwater Ponds, Walking Trails & Seating

2

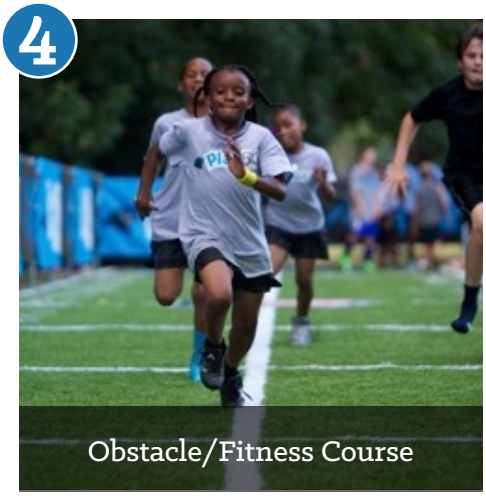


Dry Pond, Walking Trails & Seating

3

Multi-Purpose Children's Sports Field

4



Obstacle/Fitness Course

5

Small Child's Playground

6

Community Garden

The development of this park as an important new community asset will require close work with the Parks and Recreation department to coordinate the proposed programming, construction, operation and maintenance, as well as with the Department of public works to ensure the stormwater functions are appropriately engineered to serve the area's needs.

1
2
3
4
5
6
F Street
E Street

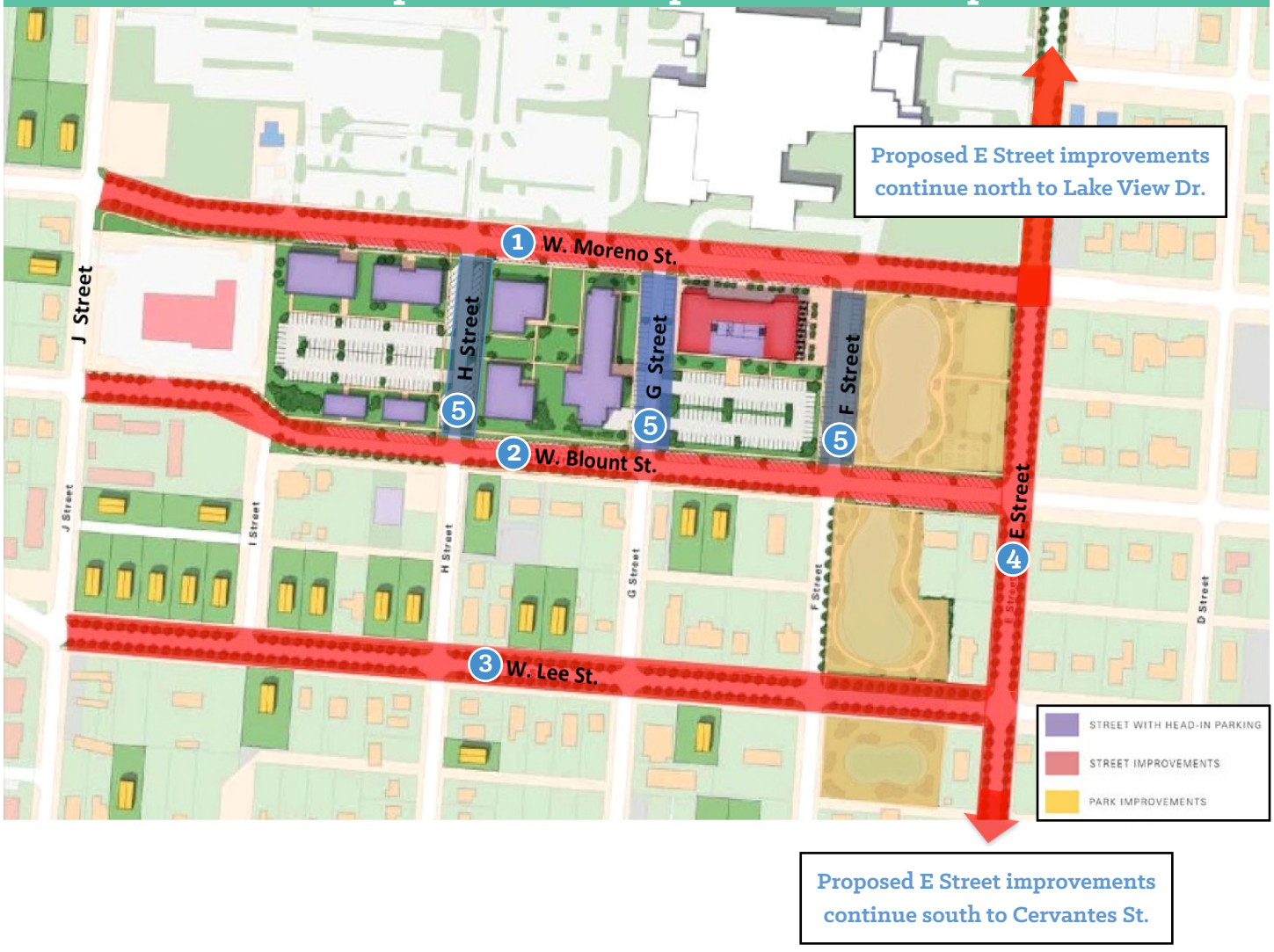
Proposed Streetscape & Corridor Improvements

Wholesale improvements to the streetscapes along key neighborhood corridors as well as connective streets within the grid are essential to the plan. These include rebuilding streets with appropriate lighting, landscaping, sidewalks, parking, vehicular lanes and subsurface infrastructure – all within the existing public right-of-way. The ultimate goal is to create an interconnected grid of true "Complete Streets" that don't currently exist in the area, in order to set the stage for redevelopment activity.

These proposed investments will improve pedestrian connections and the overall pedestrian experience in a bid to generate more street life, and facilitate access to the proposed new community park. Additionally, beautifying and reinvesting in the neighborhood's public realm in this targeted way will create an epicenter of regeneration and investment. This will form the nucleus of a desirable, walkable neighborhood character that sets an important precedent for the future that can be expanded out over time to other parts of the neighborhood.

Each street in this plan will have its own unique character, and serve particular functions within this new and improved urban grid that will become the foundational staging for the emergence of this West Moreno District.

Overview of Proposed Streetscape & Corridor Improvements



1 West Moreno Street

Establish as the key institutional corridor and Baptist's "Main Street", with activity on both sides of the street (hospital to the north, and the park, the mixed-use office building, and proposed new development to the south.)

2 West Blount Street

Reinforce as an essential transitional corridor between Baptist to the north, and the residential neighborhood to the south

3 West Lee Street

Set the foundation for significant infill housing opportunities to strengthen the area south of Baptist

4 E Street

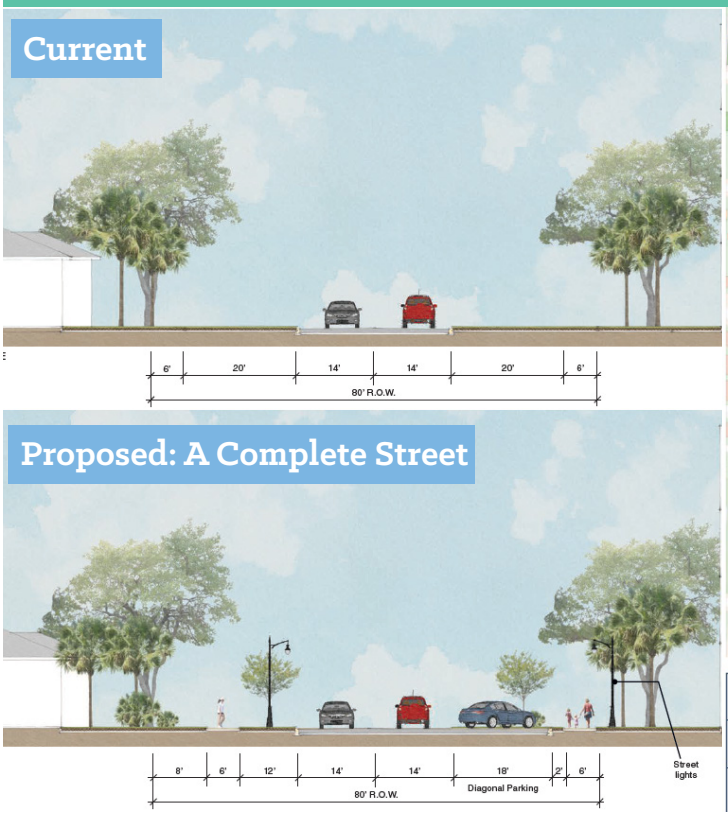
Create a proper southern gateway and sense of arrival to the district from Cervantes, and improve access to Baptist and the overall neighborhood

5 F, G & H Streets

These side streets will maximize pull-in and diagonal parking

Streetscape Improvements: Blount Street Example

Blount Street: Street Section Diagram



Boundaries of Improvements	J Street to F Street
Length of Street Improvements	1,420 Linear Feet (Total) 370 Linear Feet (No Parking)
Number of Street Lights	24 (3 per block, alternating sides of the street)

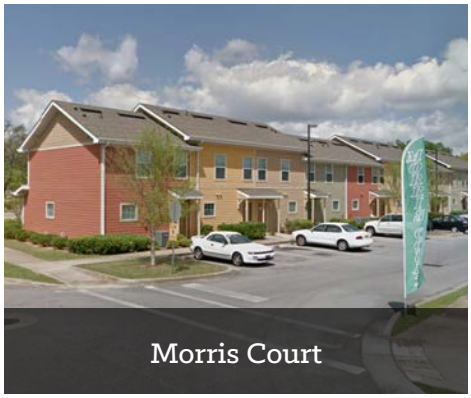
Detailed street section diagrams of each of these streets, illustrating their current condition and proposed improvements can be found in Appendix B.

Aerial Perspective

Aerial perspective of proposed new development, looking west from E Street along West Moreno Street

Community Housing Strategy

Housing Infill & Rehabilitation



Morris Court

State of the Neighborhood

As has been discussed, there are a significant number of vacant and dilapidated properties in the neighborhood surrounding the project. As indicated in the map (opposite page), while a limited number of these properties are controlled by the City or County, the vast majority of them are privately owned. Additionally, there are numerous private homes, as well as older non-market rate housing projects in the broader area (including parts of Morris Court,) where residents continue to live, but subsist in substandard accommodations. Given the economic condition and levels of poverty in the area, these lands will not be privately developed or improved on their own, as in most cases the owners would not have the money to do so, nor do market conditions currently support any kind of a return on an investment of that nature.

Collaborative Housing Development Partnerships

As a result, a proactive, targeted and concerted, long-term effort is required by public housing authorities at all levels of government, but that must be initiated locally, and then ultimately championed to the state and federal levels. This effort should pursue coordination among some or all of these organizations (as well as others):

Local	State	Federal
• City of Pensacola Housing Office • Escambia County Housing Finance Authority • Escambia County Department of Neighborhood and Human Services	• Florida Housing Finance Corporation • Housing & Community Development Division of the Florida Department of Community Affairs	• U.S. Department of Housing and Urban Development

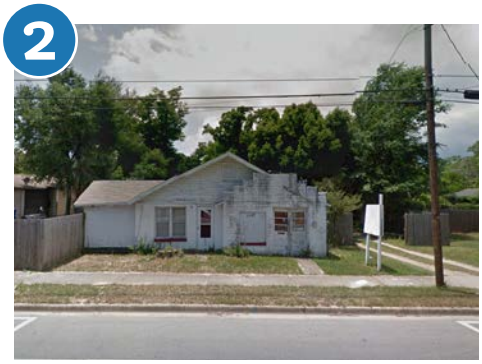
On the implementation side, we would ultimately recommend exploring working with private sector developers with experience in the affordable/workforce housing development realm in order to ensure the quality of the end product.

It is essential that the redeveloped housing stock, even if delivered and developed inexpensively, must look and feel of high quality and engender pride and respect for the neighborhood, both to ensure the dignity of the future residents, as well as to truly set the stage for broader longer-term investment and improvement.

Select Targeted Infill Lots

1

2



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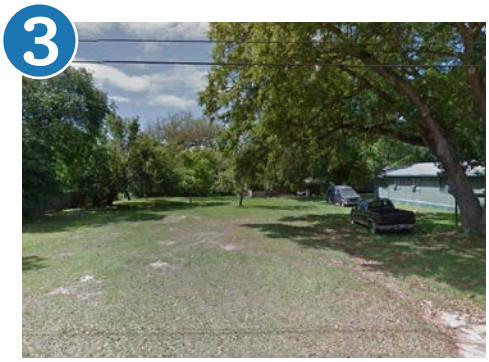
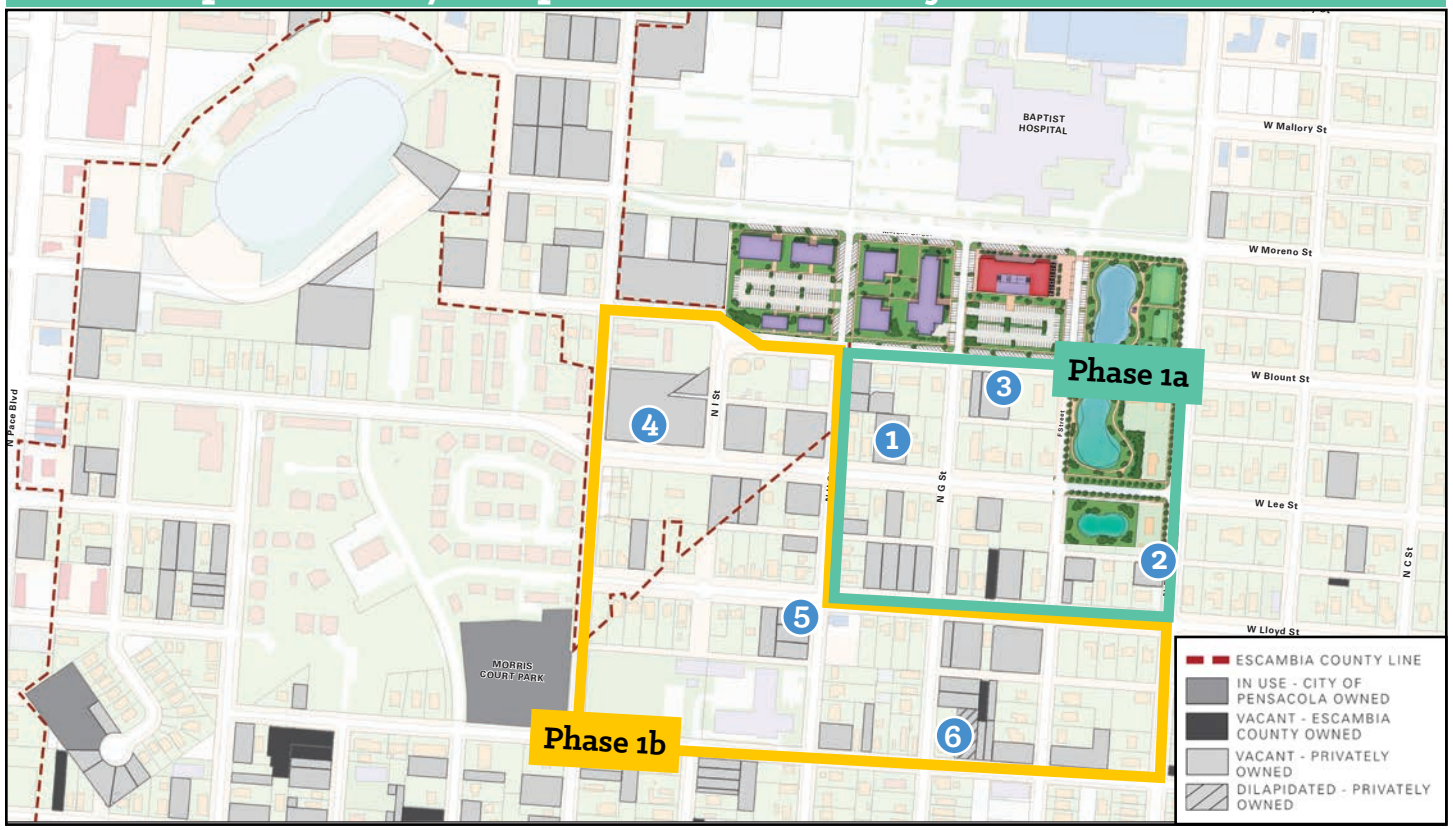


Map of Vacant/Dilapidated Lots & Early Phase Focus Areas



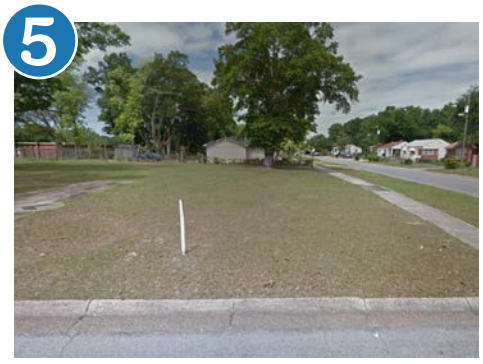
A Phased & Targeted Approach

Given the scale of the neighborhood deterioration today, and the vast number of properties that require attention, a very targeted, concentrated and phased approach must be employed that works to reinforce and leverage the other investments being contemplated as part of the strategy outlined in this report. This plan recommends an initial 15-block area, sub-focused initially on rehabilitating properties in the blocks immediately surrounding the proposed new community park and Baptist development, and moving outwards from there over time.

See Appendix C for more detailed map of vacant/dilapidated properties in the neighborhood.

4

5



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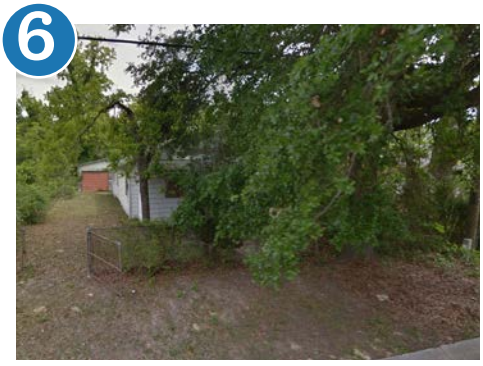
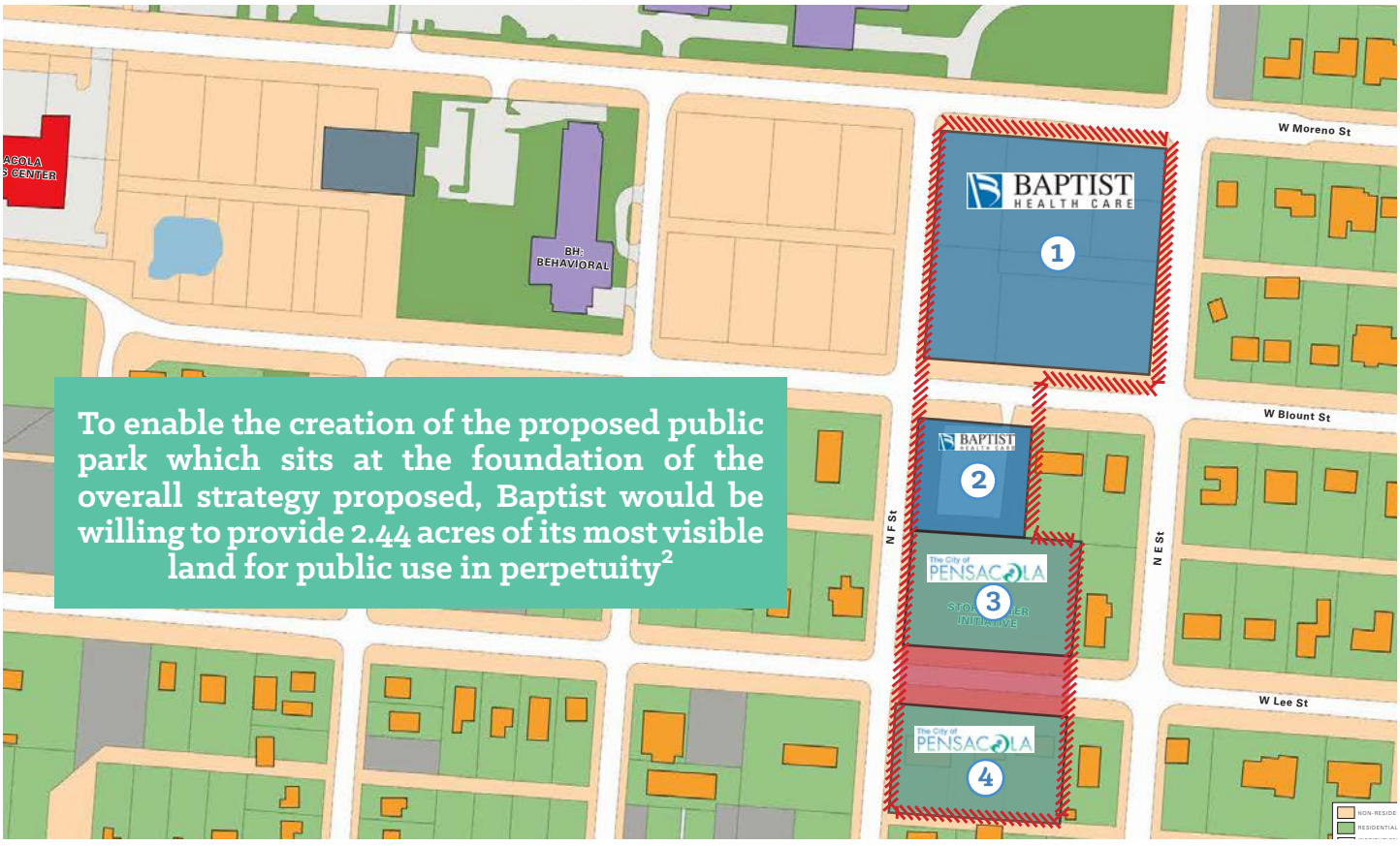


Land Ownership Considerations

As evidenced by the master plan, an important assumption underlying the neighborhood improvement strategy articulated is Baptist's willingness to allow some significant parcels of land that they own to be gifted for public use as part of the future neighborhood park envisioned. The entire city block owned by Baptist at the southwest corner of West Moreno and E Street is one of the most visible and highest profile undeveloped properties on their campus, and the two Baptist properties potentially forming part of the park constitute approximately 2.44 acres of land, or approximately 62% of the proposed park space. Baptist leadership has indicated willingness to potentially provide these lands to the City in the interest of community stewardship, in exchange for a firm commitment from their public sector partners to investing in building, programming and managing this important green space and community amenity, as well as to improving the surrounding streetscape infrastructure and urban context as described.

Breakdown of Current Ownership of Potential Park Land

Parcel	Land Owner	Size (Acres)	% of Total Potential Park
1	Baptist Health Care	1.91	48.7%
2	Baptist Health Care	0.53	13.5%
	Sub-total	***2.44***	***62.2%***
3	City of Pensacola	0.77	19.6%
4	City of Pensacola[1]	0.71	18.1%
	Sub-total	***1.48***	***37.8%***
	Total	**3.92 Acres**	**100%**

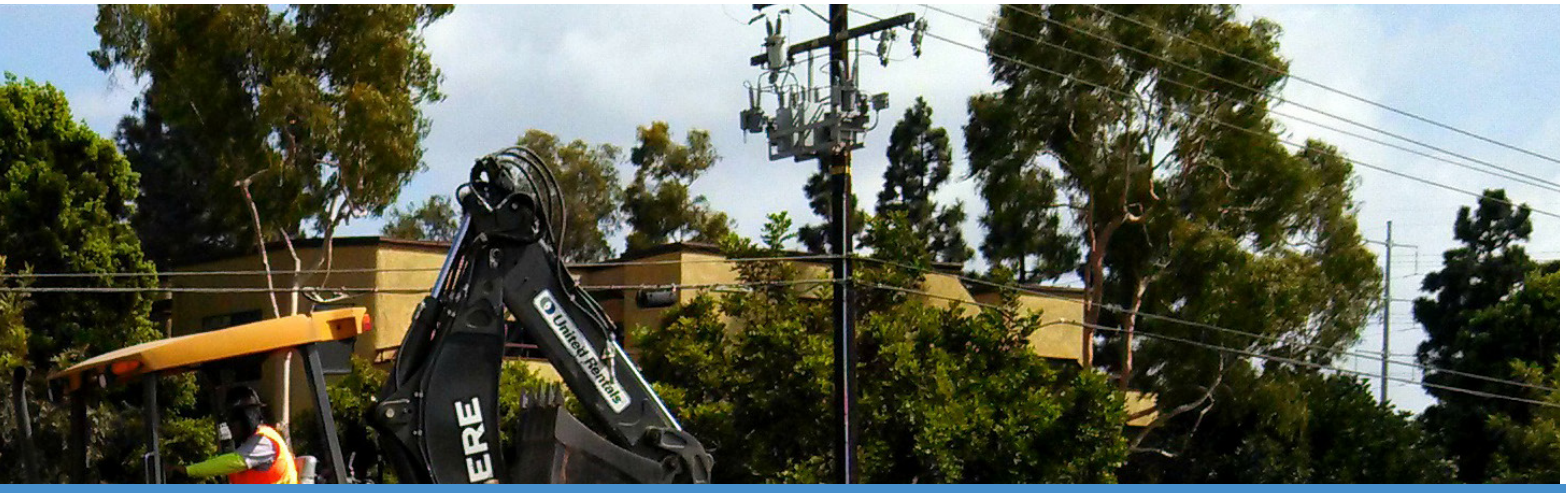


[1]Lands currently in private ownership but slated to be purchased by the city due to flooding issues.

[2]This land should be appraised as part of any final agreements in order to accurately reflect the value of Baptist's contribution in this regard.

HOSPITAL MAIN ENTRANCE
VISITOR/VALET PARKING
PROCEDURE CHECK-IN

NEW HOLLAND
310J
1-800-UR-RENTS

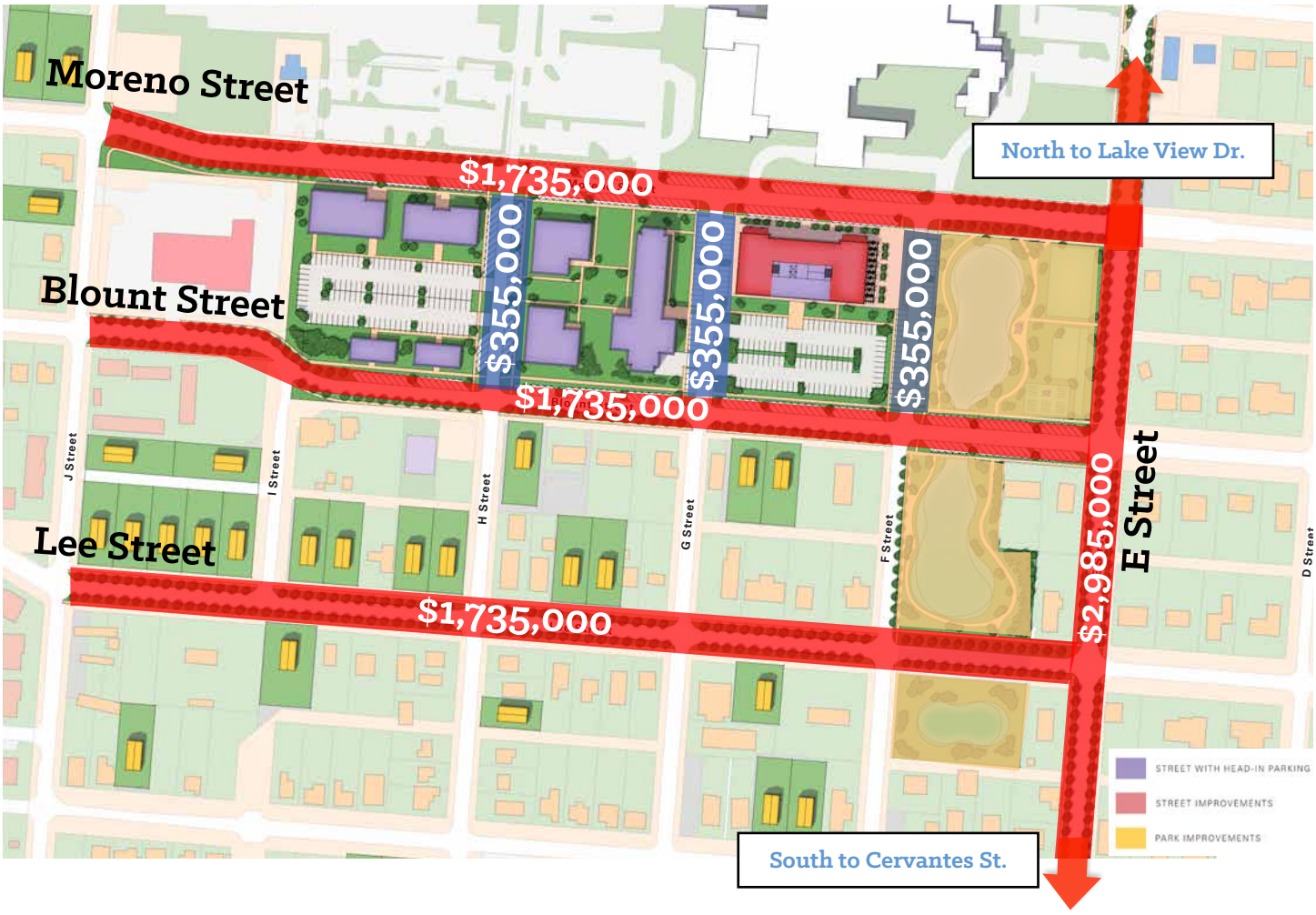


Budgeting & Economic Impact

Neighborhood Infrastructure Budget

Streetscape Improvements

The costs associated with the proposed targeted streetscape improvements are estimated below. The estimates assume a cost of $1,000 per linear foot of street improvement, as provided by the CoP Department of Public Works. This budget includes the complete rebuilding of the streetscape, including all subsurface infrastructure, roadways, sidewalks, landscaping and lighting.

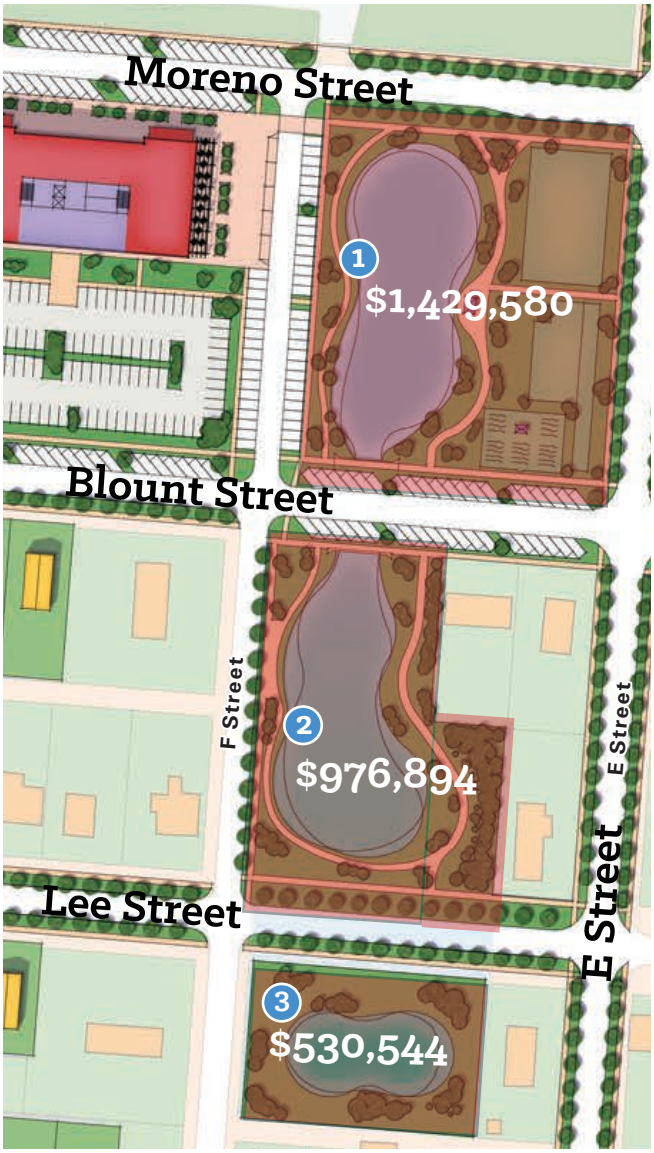


Street Improvement Costs ($1,000/Linear Foot)		
Street	**Linear Footage**	**Total Cost**
Moreno Street	1,735	$1,735,000
Blount Street	1,735	$1,735,000
Lee Street	1,735	$1,735,000
E Street	2,985	$2,985,000
F Street	355	$355,000
G Street	355	$355,000
H Street	355	$355,000
Total Street Improvements	**9,255 feet**	**$9,255,000**

Park & Stormwater Improvements

The costs associated with the proposed park and stormwater improvements are estimated below. The estimates assume a baseline cost of $750,000 per acre of park area, as provided by the Department of Public Works and informed by the City's experience with building Admiral Mason Park. LWLP have increased the estimated cost for the northern portion of the park to $850,000 per acre, to account for the additional recreational and other programming contemplated within it, which will increase the baseline cost.

Park/Stormwater Costs			
Park Section	Unit Cost (per Acre)	Acres	Total Cost
1	$850,000	1.91	$1,620,191
2	$750,000	1,30	$976,894
3	$750,000	0.71	$530,544
Total Park/Stormwater Improvements		3.92 Acres	$3,127,629



Total Neighborhood Improvements		
Improvements	Area	Cost
Streets	9,255 Linear Feet	$9,255,000
Park/Stormwater	3.92 Acres	$3,127,629
	Total	$12,382,629

See Appendix D for more detailed neighborhood infrastructure budget information

Mixed-Use Office Building Budget

Construction Budget

This conceptual budget provides preliminary estimated construction costs associated with the construction of the mixed-use office building, and associated parking and public space improvements within the block. This budget will need to be refined with the development partner ultimately selected and value-engineered through the development process. Cost of land is not included as Baptist has indicated its willingness to contribute the land to the project at no cost to improve development economics and feasibility.

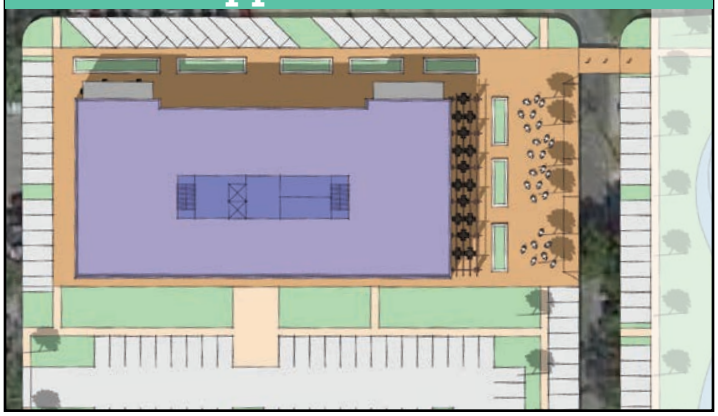
	SF	$ / SF	Total $	% of Total Cost
Hard Costs[1]				
Site Work				
Demolition of Existing Buildings			$50,000	0.3%
Underground Utilities (Incl. Stormwater Pre-Treatment); Dirt Work; Parking Lot Treatment (Incl. Paving, Striping, Signage)			$520,000	3%
Public Plaza & Promenade	17,250	$16.00	$276,000	2%
Site Work Sub-Total		***$12.56***	***$846,000***	***5%***
Building Cost (Shell & Finish)				
Shell & Common Areas	67,350	$140.00	$9,429,000	59%
Professional Office Space-Build Out	41,990	$75.00	$3,149,250	20%
Retail Space Tenant Allowance	14,100	$25.00	$352,500	2%
Building Cost (Shell & Finish) Sub-Total		***$191.99***	***$12,930,750***	***81%***
Total Hard Costs		**$204.55**	**$13,776,750**	**86%**
Soft Costs[2]				
Administration & Design				
Architecture, Construction Management, Construction Period Taxes, Builder's Risk Insurance, Loan Origination & Closing Fees, Legal, Interest Carry, Lease Fees, Developer Fee & Contingency		$33.30	$2,242,727	14%
Total Soft Costs		**$33.30**	**$2,242,727**	**14%**
Total Construction Costs		**$237.85**	**$16,019,477**	**100%**

Notes:
[1] Hard Cost estimates provided by Williams Browns Inc., 2016
[2] Soft Cost estimates based on local market research and LWLP experience

Floor	Net Retail	Net Professional Office	Core, Circulation, Exterior Walls	Total
1	14,100	3,400	4,950	22,450
2	--	19,295	3,155	22,450
3	--	19,295	3,155	22,450
Total	**14,100**	**41,990**	**11,260**	**67,350**

Parking Required	**167 (Professional Office Only)**		
	Surface	On-Street	Total
Parking Provided	**99**	**154**	**253**

Upper Floor Plan



Ground Floor Plan

Economic Impact – Summary

TO COME

Next Steps

Next Steps

In order to begin the implementation of this neighborhood improvement strategy, there are a number of initiatives that need to be advanced both in parallel and in conjunction with one another to begin effecting change. What is important to emphasize, as highlighted in the report, is that while the greatest possible impact can be garnered by implementing the comprehensive strategy, each individual initiative has independent merit and warrants being pursued. Underpinning all of the next steps below, is the necessity for a regular communication process between Baptist, City and County leadership to discuss, collaborate and coordinate as different components of the project move forward:

Mixed-Use Office Building Development

1 Organizational Planning & Decision-Making

Baptist senior leadership to make formal decision on whether to move forward with relocation of administrative office functions, or other development to occupy upper storeys of the proposed building, to be considered in context of a comprehensive look at organizational priorities, other campus-wide investment opportunities, and public sector appetite for corresponding neighborhood investment.

2 Secure Development Partner

Upon deciding to move forward, Baptist should identify and secure a private development partner to develop the building, with the appropriate legal structuring and financial arrangements underpinning the agreement. The development partner would be responsible for the detailed design and construction of the facility.

3 Small Business Incentive Program

In advance of development, and to facilitate and support targeted leasing efforts to secure the commercial businesses that will form part of the project, a small business incentive program should be developed to help put quality local operators successfully into business at the project, which program may include rental subsidies or preferred financing tools, all to assist with up front investment and operating capital requirements until economic stabilization.

Public Park Implementation

1 Confirm Park Land Parameters & Structure Agreements

Given that the proposed park land involves a consolidation of two Baptist-owned properties, a city-owned storm-water facility, and private homes being acquired by the City via a state grant due to persistent flooding, the parties should meet to discuss the status of all, any considerations surrounding the initiative on all sides, and to ultimately structure and formalize the terms, conditions and timing surrounding Baptist's provision of its land to the City for this public use, so that the City can begin detailed planning and engineering on that basis.

2 Interim Park Activation

The city block at the southwest corner of West Moreno and E Street should be converted into an interim park space immediately. The block is currently empty (Baptist having demolished the remaining buildings in 2016) and has significant existing trees and greenery to be leveraged. Simple, low-cost interventions to create walking trails, seating and landscaping could allow it to function as a passive green space and community amenity immediately, in advance of the formal park being designed and developed. This approach will also begin to build familiarity and use of the site for its intended long-term purpose.

3 Detailed Park Planning & Engineering

In coordination with Baptist & the County, the City (including the Departments of Public Works & Facilities, Engineering and Parks & Recreation) should secure and work with a highly qualified landscape architecture firm to develop a detailed plan for the park that meets both the programmatic and functional goals outlined in this report. The programming recommended in this report should serve as the starting point, and be enhanced and refined based on conversations with all potential community partners. The planning process should also incorporate a detailed operational plan and strategy to ensure the park is heavily programming and activated, which will be essential to its success.

Next Steps (cont'd)

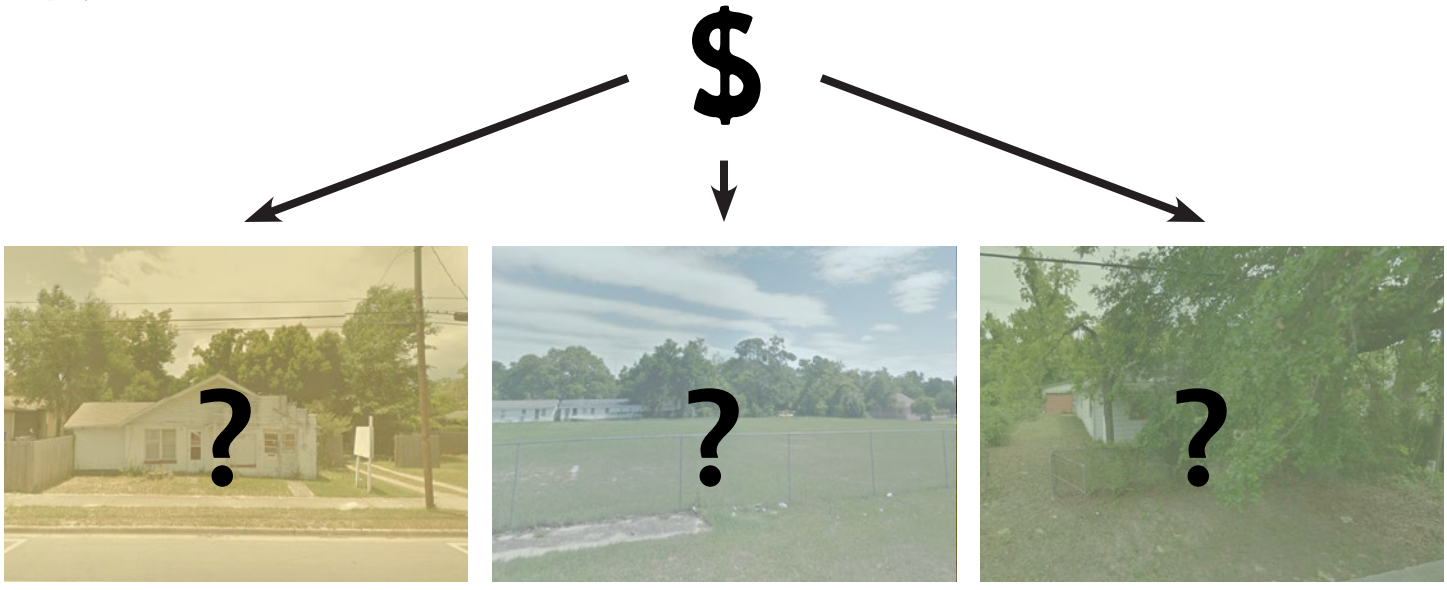
Housing Infill/Rehabilitation Strategy

1 Setup of a Focused Working Group/Committee

A formal cross-disciplinary working group or committee should be established, composed of key leaders from City and County housing organizations, local public representatives, and other value-add stakeholders. This working group should have a broad mandate to work in close collaboration on an ongoing, long-term basis towards proactively addressing, strategizing and implementing solutions to this long-standing issue. As an outgrowth of this report, steps have already been taken to begin a more active dialogue, and closer communication between stakeholders has begun – this should continue and become formalized to ensure long-term sustainability and results.

2 Action Plan For Targeted Investment

The working group should be tasked with establishing an action plan for the infill and rehabilitation of properties in the area, which plan should include strategies and tactics, with clear goals and metrics of success. The plan should also incorporate the official designation and prioritized concentration of investment, resources and efforts within the targeted geography surrounding the project, as recommended.



Streetscape & Infrastructure Improvements

Infrastructure Planning & Engineering

A comprehensive plan should be developed for all neighborhood infrastructure improvements. The plan should detail:

Subsurface Infrastructure Improvements

All desired subsurface infrastructure improvements and engineering throughout the targeted master plan area (and beyond, as required), to bring them up to a modern standard. This will necessarily include marrying the storm water runoff and storm-sewer strategy with the enhanced capacity of the future park to eliminate neighborhood flooding.

Cohesive Design Standards

Coherent and detailed enhanced standards for all above-grade streetscape improvements, ensuring a high-quality, consistent, and cohesive urban aesthetic for the neighborhood as improvements are phased in over time to create the complete streets contemplated in this report. The street sections should be consistent with those proposed in this report and respect the different functions and goals of each street.

Improvements will likely be implemented on a phased basis, but should be done so in lockstep with other neighborhood improvements they relate to, while leveraging potential economies of scale and cost savings once construction and work begins.

Funding of Public Improvements

City of Pensacola and Escambia County leadership must work together collaboratively to establish a funding and financing strategy for the proposed neighborhood improvements, identifying and potentially pooling a diversity of sources and approaches that may be available relative to the different improvements targeted (park space vs. underground infrastructure vs. streetscapes vs. housing). Some sources initially contemplated include the Local Option Sales Tax (LOST), the local Community Redevelopment Agencies, leveraging the Promise Zone designation for the area, as well as other potential State and Federal grants or preferential financing mechanisms that have not yet been identified or explored. A strategy should be put forth with initial funds allocated during the next budgeting window in order to demonstrate progress and commitment to moving forward.

Yum Yum
cupcakes & more

Appendix

Appendix A: Commercial Economic Study (CES™)

CES Table 1.1

Population of Target Customer Segments

Commercial Target Market - Customer Segments	Annual Population Base -Base Year (2014)-
Primary Draw Area: Baptist Hospital	
Employees (including Lakeview Center)	
Doctors and Senior-Level Executives and Managers	1,972
Clinicians, Nursing Staff and Mid-Level Managers	1,540
Administrative Support, Service Workers and Support Personnel	1,387
Independent Contractors (1)	775
Baptist Hospital Employees (including Lakeview Center)	5,674
Patients	
Inpatients (# bed nights) (2)	57,915
Outpatients	81,500
Estimated Annual Patients	139,415
Estimated Daily Patients	382
Hospital Visitors	
Baptist Hospital Visitors (3)	182,000
Medical Office Visitors	54,000
Estimated Annual Hospital Visitors	236,000
Estimated Daily Visitors	647
Primary Draw Area: Baptist Hospital Daily Total	6,703
Primary Draw Area: Neighborhood Residents	
Neighborhood A (4)	810
Neighborhood B (5)	4,044
Primary Draw Area: Neighborhood Residents Total	4,854
Total Primary Daily Draw Target Customers	11,557
Secondary Draw Area (6)	
Employees	
Zone A -- Employees to the North (Fairfield Drive Area)	6,563
Total Employees	6,563
Residents	
Zone A -- North Hill Area	4,119
Zone B -- Downtown Area	14,858
Zone C -- West of Pace Boulevard	4,136
Zone D -- Bayou Grande Area	4,739
Residents	27,852
Total Secondary Draw Target Customers	34,415
Tertiary Draw Area	
Residents (7)	73,677
Total Tertiary Draw Target Customers	73,677
Total Daily Target Market (8)	119,649

References & Assumptions -- CES TABLE 1.1	
(1)	Currently, BHC only keeps a full spectrum of data on their full-time employees, rather than their independent contractors. Therefore, the total number of employees has been estimated based on an extrapolation of the totals provided by BHC.
(2)	Calculated as total number of annual patients (13,500) multiplied by the average length of stay (4.29 days)
(3)	Visitation estimation based on inpatients receiving 1.5 visitors per day, and 50% of outpatients being accompanied.
(4)	Claritas, Inc. (Border Definition: North - W Jordan St, South - Cervantes, East - A St, West - E St)
(5)	Claritas, Inc. (Border: North - Leonard, H St, Texar; South - Cervantes; East - E St; West - Pace)
(6)	Claritas, Inc. (See map for secondary draw area boundaries)
(7)	Claritas, Inc. (See map for tertiary draw area boundaries)
(8)	Calculated as aggregate of: total Baptist Hospital employees; total daily patients; total daily hospital visitors; primary draw area residents; secondary draw area employees; secondary draw area residents; & tertiary draw area residents

Appendix A: Commercial Economic Study (CES™)

CES Table 1.2

Estimated Annual Visitation of Target Customers (Targeted "People Days")

Population x Estimated Annual Visitation

Commercial Target Market - Customer Segments	Annual Population Base -Base Year (2014)-	Estimated Visitation (Annual Days of Commercial Spending Potential at West Moreno Site)	Annual Targeted "People Days"
Primary Draw Area: Baptist Hospital			
Employees (including Lakeview Center)			
Total Baptist Hospital Employees (including Lakeview Center)	5,674	100	567,400
Patients			
Inpatients (# bed nights)	57,915	1	57,915
Outpatients	81,500	1	81,500
Visitors			
Baptist Hospital Visitors	182,000	1	182,000
Medical Office Visitors	54,000	1	54,000
Primary Draw Area: Neighborhood Residents			
Neighborhood A	810	12	9,720
Neighborhood B	4,044	12	48,528
Secondary Draw Area			
Employees			
Zone A -- Employees to the North	6,563	50	328,150
Residents			
Zone A -- North Hill Area	4,119	12	49,428
Zone B -- Downtown Area	14,858	2	29,716
Zone C -- West of Pace Boulevard	4,136	2	8,272
Zone D -- Bayou Grande Area	4,739	2	9,478
Tertiary Draw Area			
Residents	73,677	1	73,677
Total			**1,499,784**

Assumptions: Visitation Patterns (Annual Days of Commercial Spending Potential at West Moreno Site)

Commercial Target Market	Estimated Visitation Frequency
Primary Draw Area	
Total Baptist Hospital Employees (including Lakeview Center) *	2 days/week * 50 weeks
Inpatients (# bed nights)	1 day/bed night
Outpatients	1 day/day visit
Baptist Hospital Visitors	1 day/day visit
Medical Office Visitors	1 day/day visit
Neighborhood A	1 visit/month
Neighborhood B	1 visit/month
Secondary Draw Area	
Employees	
Zone A -- Employees to the North	1 day/week * 50 weeks
Residents	
Zone A -- North Hill Area	1 visit/month
Zone B -- Downtown Area	1 visit/6 months
Zone C -- West of Pace Boulevard	1 visit/6 months
Zone D -- Bayou Grande Area	1 visit/6 months
Tertiary Draw Area	
Residents	1 visit/year

	References & Assumptions: Visitation Patterns
*	Hospital employee visitation patterns assumption is based on survey results that suggest currently 90% of hospital employees eat lunch on campus at least 1x/week; 56% eat breakfast on campus at least 1x/week; and 50% eat lunch on campus at least 2x/week. Additionally, 75-90% of employees said they would be somewhat likely to utilize services such as a pharmacy, fast food/take out, coffee shop, general store, delivery food, gym, bank, sit-down restaurant/bar, or conveniences.

CES Table 1.3

Estimated Percentage Capture of Target Customers

Commercial Target Market - Customer Segments	Annual Population Base -Base Year (2014)-	Estimated Visitation (Annual Days of Commercial Spending Potential at West Moreno Site)	Annual Targeted "People Days"	Estimated Capture
Primary Draw Area: Baptist Hospital				
Employees (including Lakeview Center)				
Total Baptist Hospital Employees (including Lakeview Center)	5,674	100	567,400	75%
Patients				
Inpatients (# bed nights)	57,915	1	57,915	5%
Outpatients	81,500	1	81,500	10%
Visitors				
Baptist Hospital Visitors	182,000	1	182,000	50%
Medical Office Visitors	54,000	1	54,000	25%
Primary Draw Area: Neighborhood Residents				
Neighborhood A	810	12	9,720	25%
Neighborhood B	4,044	12	48,528	25%
Secondary Draw Area				
Employees				
Zone A -- Employees to the North	6,563	50	328,150	10%
Residents				
Zone A -- North Hill Area	4,119	12	49,428	20%
Zone B -- Downtown Area	14,858	2	29,716	10%
Zone C -- West of Pace Boulevard	4,136	2	8,272	10%
Zone D -- Bayou Grande Area	4,739	2	9,478	10%
Tertiary Draw Area				
Residents	73,677	1	73,677	5%
Total			**1,499,784**	**40%**

CES Table 1.4

Estimated Annual & Daily *Achievable Customers* "People Days" or "Traffic"

(Annual Targeted "People Days" x Capture % (divided by 365 for Daily Value))

Commercial Target Market - Customer Segments	Annual Population Base -Base Year (2014)-	Estimated Visitation (Annual Days of Commercial Spending Potential at West Moreno Site)	Annual Targeted "People Days"	Estimated Capture	Estimated Annual Achievable Customer "People Days"	Estimated Daily Achievable Customer "People Days"	Percent of total annual achievable customer "people days"
Primary Draw Area: Baptist Hospital							
Employees (including Lakeview Center)							
Total Baptist Hospital Employees (including Lakeview Center)	5,674	100	567,400	75%	425,550	1,166	70%
Patients							
Inpatients (# bed nights)	57,915	1	57,915	5%	2,896	8	0%
Outpatients	81,500	1	81,500	10%	8,150	22	1%
Visitors							
Baptist Hospital Visitors	182,000	1	182,000	50%	91,000	249	15%
Medical Office Visitors	54,000	1	54,000	25%	13,500	37	2%
Primary Draw Area: Neighborhood Residents							
Neighborhood A	810	12	9,720	25%	2,430	7	0%
Neighborhood B	4,044	12	48,528	25%	12,132	33	2%
							92%
Secondary Draw Area							
Employees							
Zone A -- Employees to the North	6,563	50	328,150	10%	32,815	90	5%
Residents							
Zone A -- North Hill Area	4,119	12	49,428	20%	9,886	27	2%
Zone B -- Downtown Area	14,858	2	29,716	10%	2,972	8	0%
Zone C -- West of Pace Boulevard	4,136	2	8,272	10%	827	2	0%
Zone D -- Bayou Grande Area	4,739	2	9,478	10%	948	3	0%
							8%
Tertiary Draw Area							
Residents	73,677	1	73,677	5%	3,684	10	1%
Total			1,499,784	40%	606,789	1,662	100%

CES Table 2.1

Estimated Average Expenditures Per Person Per Visit

Commercial Target Market - Customer Segments	Annual Population Base -Base Year (2014)-	Estimated Visitation (Annual Days of Commercial Spending Potential at West Moreno Site)	Annual Targeted "People Days"	Estimated Capture	Estimated Annual Achievable Customer "People Days"	Estimated Average Expenditure Per Person, Per Visit
Primary Draw Area: Baptist Hospital						
Employees (including Lakeview Center)						
Total Baptist Hospital Employees (including Lakeview Center)	5,674	100	567,400	75%	425,550	$ 12.00
Patients						
Inpatients (# bed nights)	57,915	1	57,915	5%	2,896	$ 10.00
Outpatients	81,500	1	81,500	10%	8,150	$ 10.00
Visitors						
Baptist Hospital Visitors	182,000	1	182,000	50%	91,000	$ 10.00
Medical Office Visitors	54,000	1	54,000	25%	13,500	$ 10.00
Primary Draw Area: Neighborhood Residents						
Neighborhood A	810	12	9,720	25%	2,430	$ 5.00
Neighborhood B	4,044	12	48,528	25%	12,132	$ 5.00
Secondary Draw Area						
Employees						
Zone A -- Employees to the North	6,563	50	328,150	10%	32,815	$ 12.00
Residents						
Zone A -- North Hill Area	4,119	12	49,428	20%	9,886	$ 5.00
Zone B -- Downtown Area	14,858	2	29,716	10%	2,972	$ 5.00
Zone C -- West of Pace Boulevard	4,136	2	8,272	10%	827	$ 5.00
Zone D -- Bayou Grande Area [a]	4,739	2	9,478	10%	948	$ 12.00
Tertiary Draw Area						
Residents [a]	73,677	1	73,677	5%	3,684	$ 12.00
Total			1,499,784	40%	606,789	$ 11.29

References & Assumptions: Average Expenditures Per Day/Visit

(a) Average expenditure is higher in these residential areas based on higher average household incomes and lower levels of poverty than in others in the study.

CES Table 2.2

Projected Annual Commercial Economy

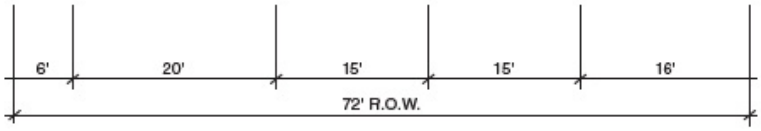
Commercial Target Market - Customer Segments	Annual Population Base -Base Year (2014)-	Estimated Visitation (Annual Days of Commercial Spending Potential at West Moreno Site)	Annual Targeted "People Days"	Estimated Capture	Estimated Annual Achievable Customer "People Days"	Estimated Average Expenditure Per Person, Per Visit	Projected Annual Stabilized Commercial Economy
Primary Draw Area: Baptist Hospital							
Employees (including Lakeview Center)							
Total Baptist Hospital Employees (including Lakeview Center)	5,674	100	567,400	75%	425,550	$ 12.00	$ 5,106,600
Patients							
Inpatients (# bed nights)	57,915	1	57,915	5%	2,896	$ 10.00	$ 28,958
Outpatients	81,500	1	81,500	10%	8,150	$ 10.00	$ 81,500
Visitors							
Baptist Hospital Visitors	182,000	1	182,000	50%	91,000	$ 10.00	$ 910,000
Medical Office Visitors	54,000	1	54,000	25%	13,500	$ 10.00	$ 135,000
Primary Draw Area: Neighborhood Residents							
Neighborhood A	810	12	9,720	25%	2,430	$ 5.00	$ 12,150
Neighborhood B	4,044	12	48,528	25%	12,132	$ 5.00	$ 60,660
Secondary Draw Area							
Employees							
Zone A -- Employees to the North	6,563	50	328,150	10%	32,815	$ 12.00	$ 393,780
Residents							
Zone A -- North Hill Area	4,119	12	49,428	20%	9,886	$ 5.00	$ 49,428
Zone B -- Downtown Area	14,858	2	29,716	10%	2,972	$ 5.00	$ 14,858
Zone C -- West of Pace Boulevard	4,136	2	8,272	10%	827	$ 5.00	$ 4,136
Zone D -- Bayou Grande Area	4,739	2	9,478	10%	948	$ 12.00	$ 11,374
Tertiary Draw Area							
Residents	73,677	1	73,677	5%	3,684	$ 12.00	$ 44,206
Total			**1,499,784**	**40%**	**606,789**	**$ 11.29**	**$ 6,852,649**

Appendix B: Street Section Diagrams

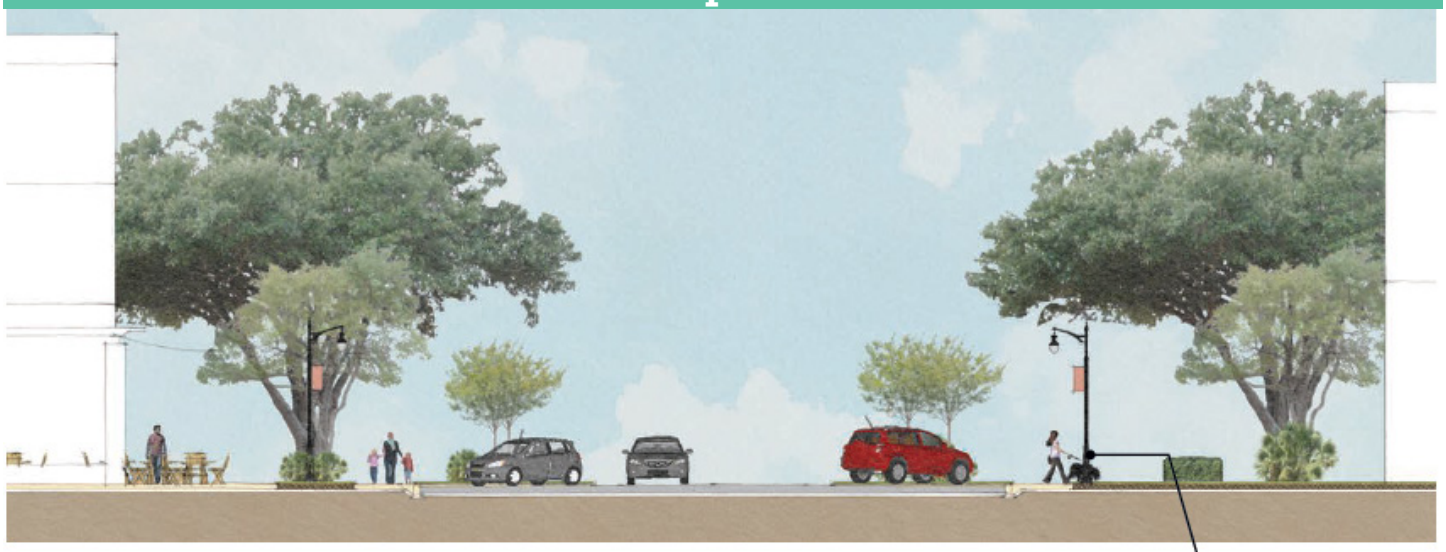
Moreno Street

Current

BEFORE



Proposed



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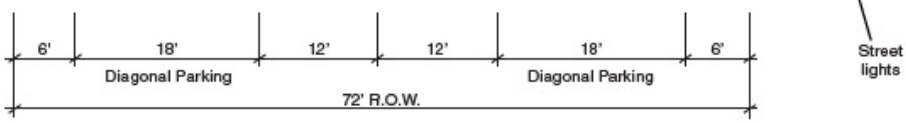


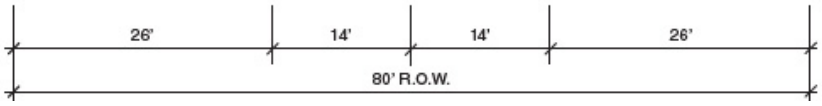
Boundaries of Improvements	J Street to E Street
Length of Street Improvements	1,735 Linear Feet (Total) 550 Liner Feet (No parking) 375' Linear Feet (One Side Parking)
Number of Street Lights	15 (3 per block)

Appendix B: Street Section Diagrams

Blount Street Park Entrance

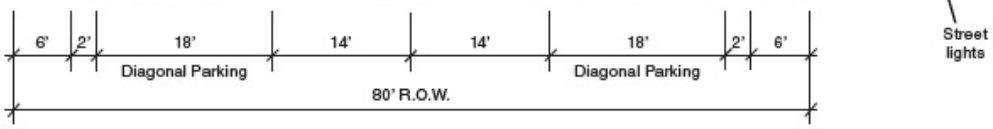
Current

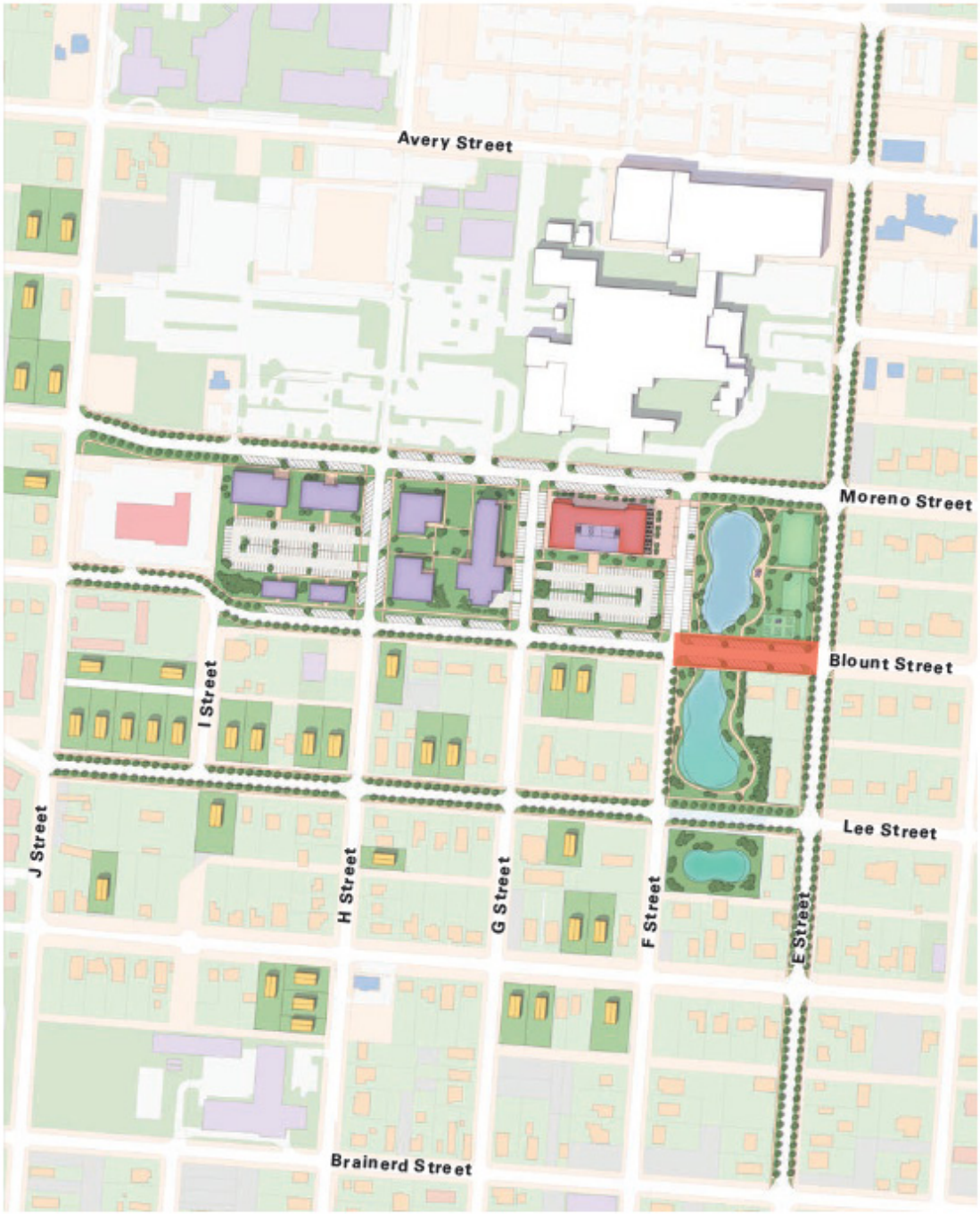
BEFORE



Proposed

AFTER





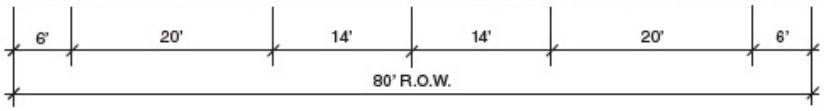
Boundaries of Improvements	F Street to E Street
Length of Street Improvements	315 Linear Feet
Number of Street Lights	3

Appendix B: Street Section Diagrams (cont'd)

Blount Street

Current

BEFORE



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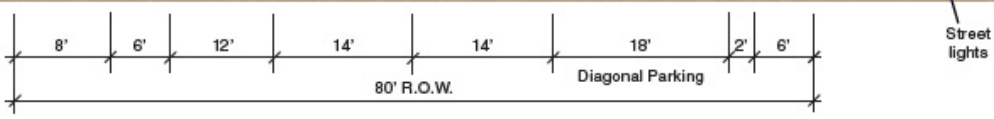
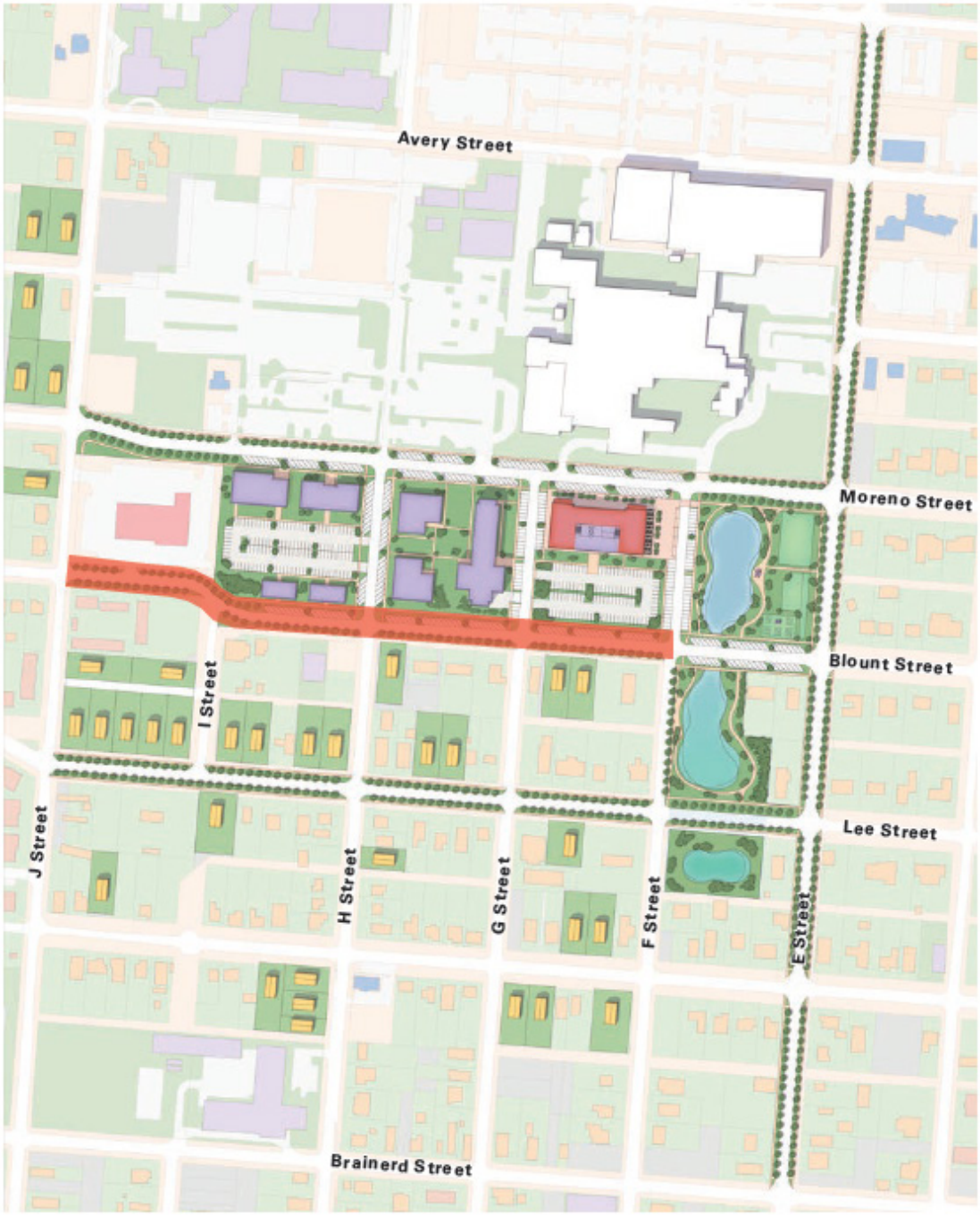




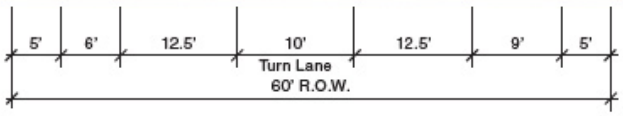
Boundaries of Improvements	J Street to F Street
Length of Street Improvements	1,420 Linear Feet (Total) 370 Linear Feet (No Parking)
Number of Street Lights	24 (3 per block, alternating sides of the street)

Appendix B: Street Section Diagrams (cont'd)

E Street (North of Blount)

Current

BEFORE



Proposed

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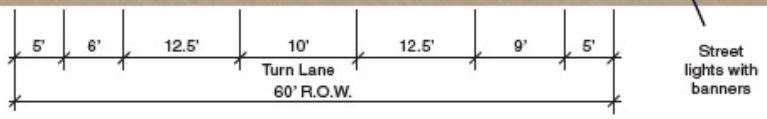


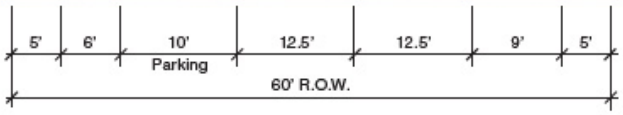
Boundaries of Improvements	Lake View Drive to Blount Street
Length of Street Improvements	1,480 Linear Feet
Number of Street Lights	16 (2 per block, at intersections)

Appendix B: Street Section Diagrams (cont'd)

E Street (South of Blount)

Current

BEFORE



Proposed

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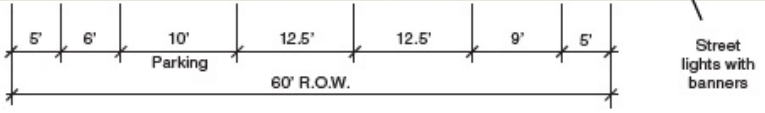
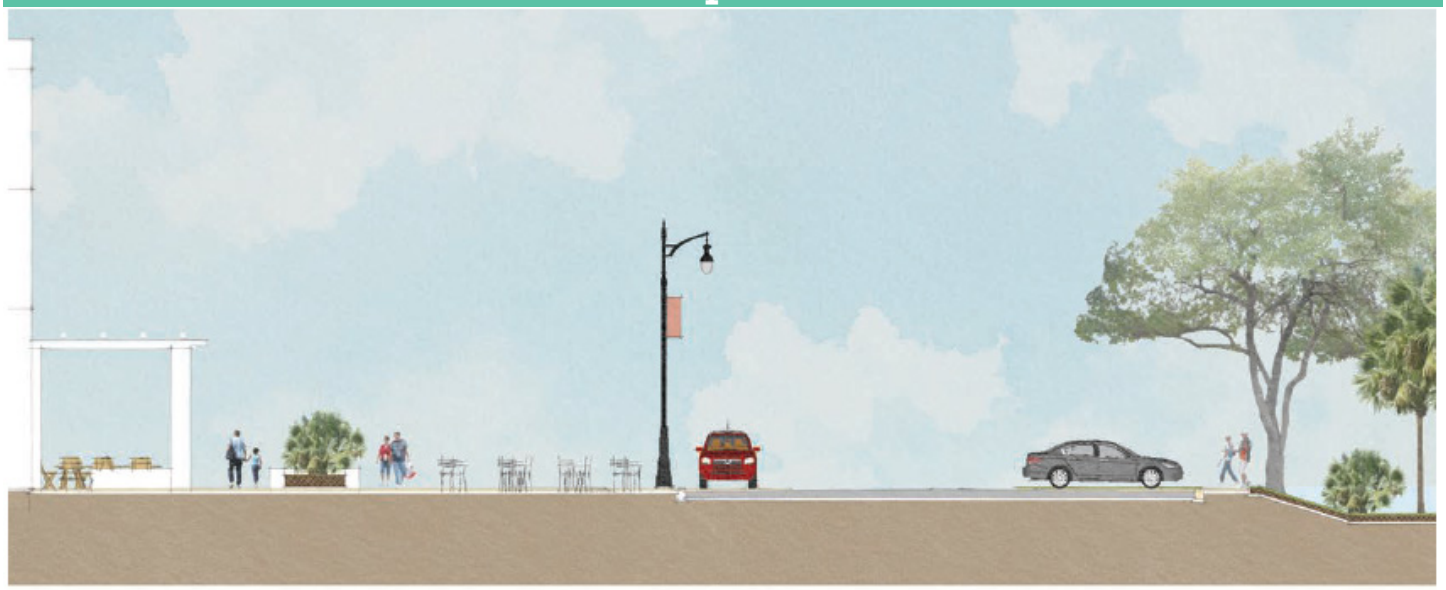


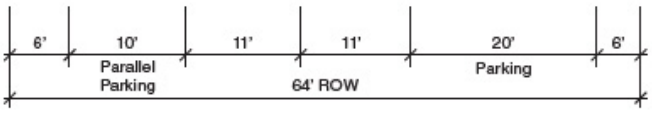
Boundaries of Improvements	Blount Street to Cervantes Street
Length of Street Improvements	2,640 Linear Feet
Number of Street Lights	42 (2 per block, at intersections)

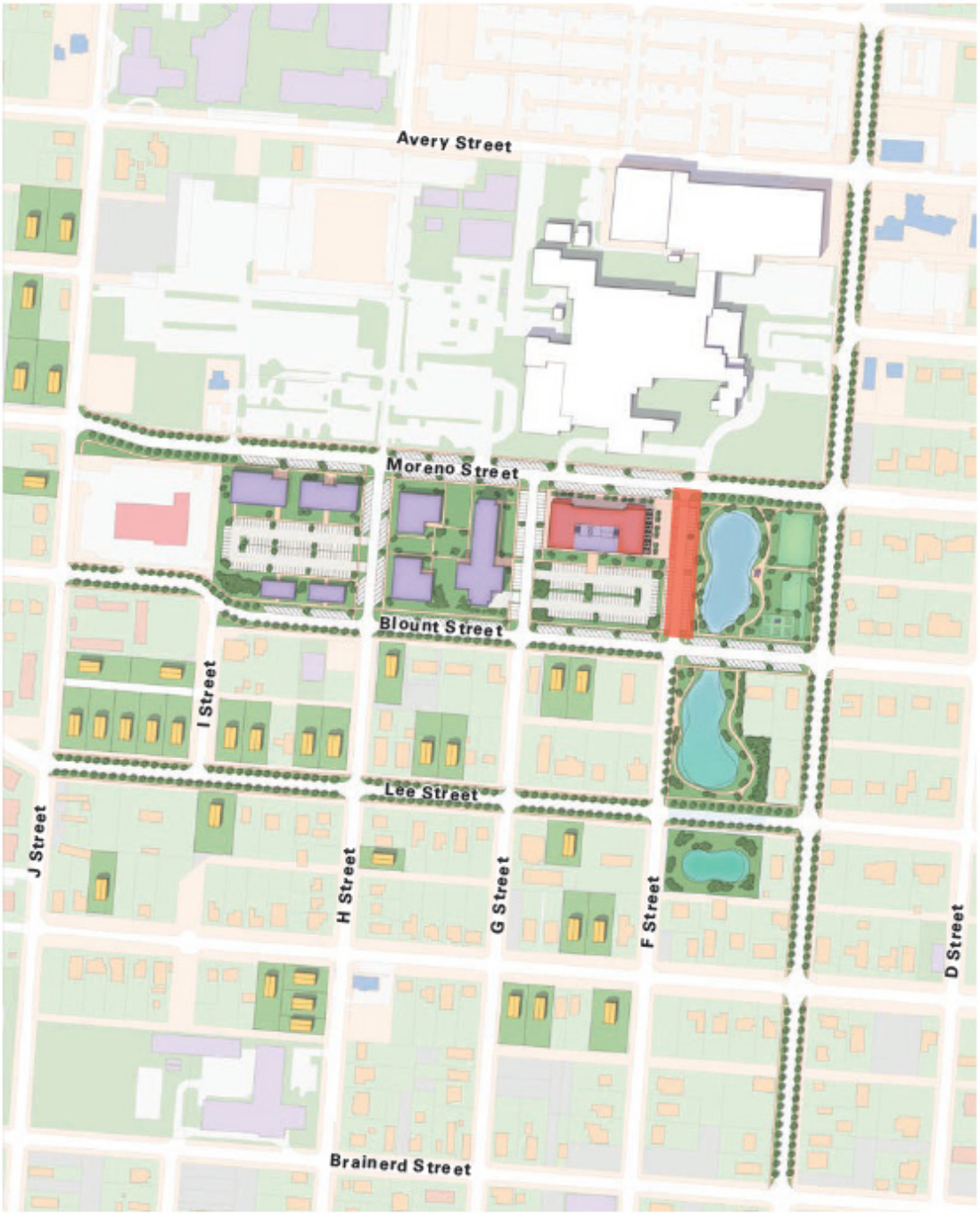
Appendix B: Street Section Diagrams (cont'd)

F Street

Proposed





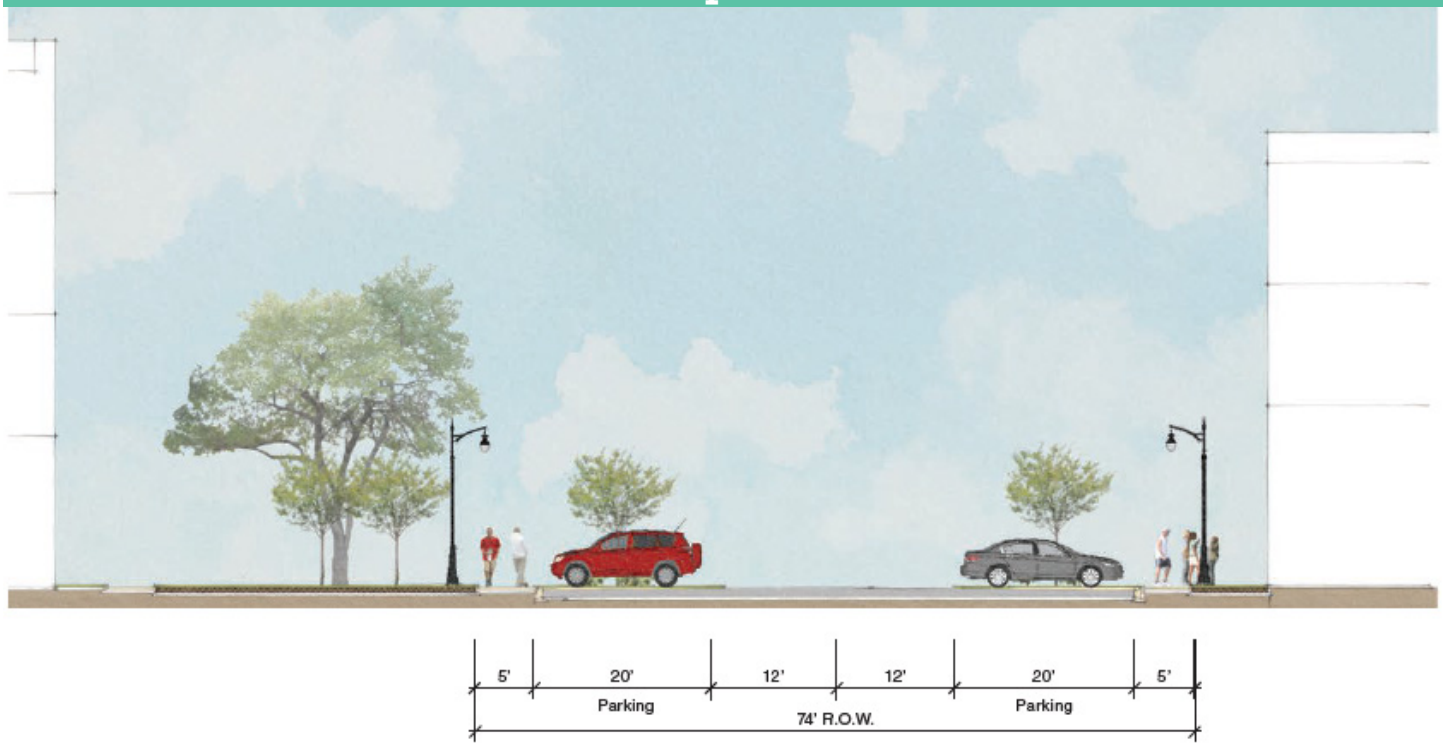


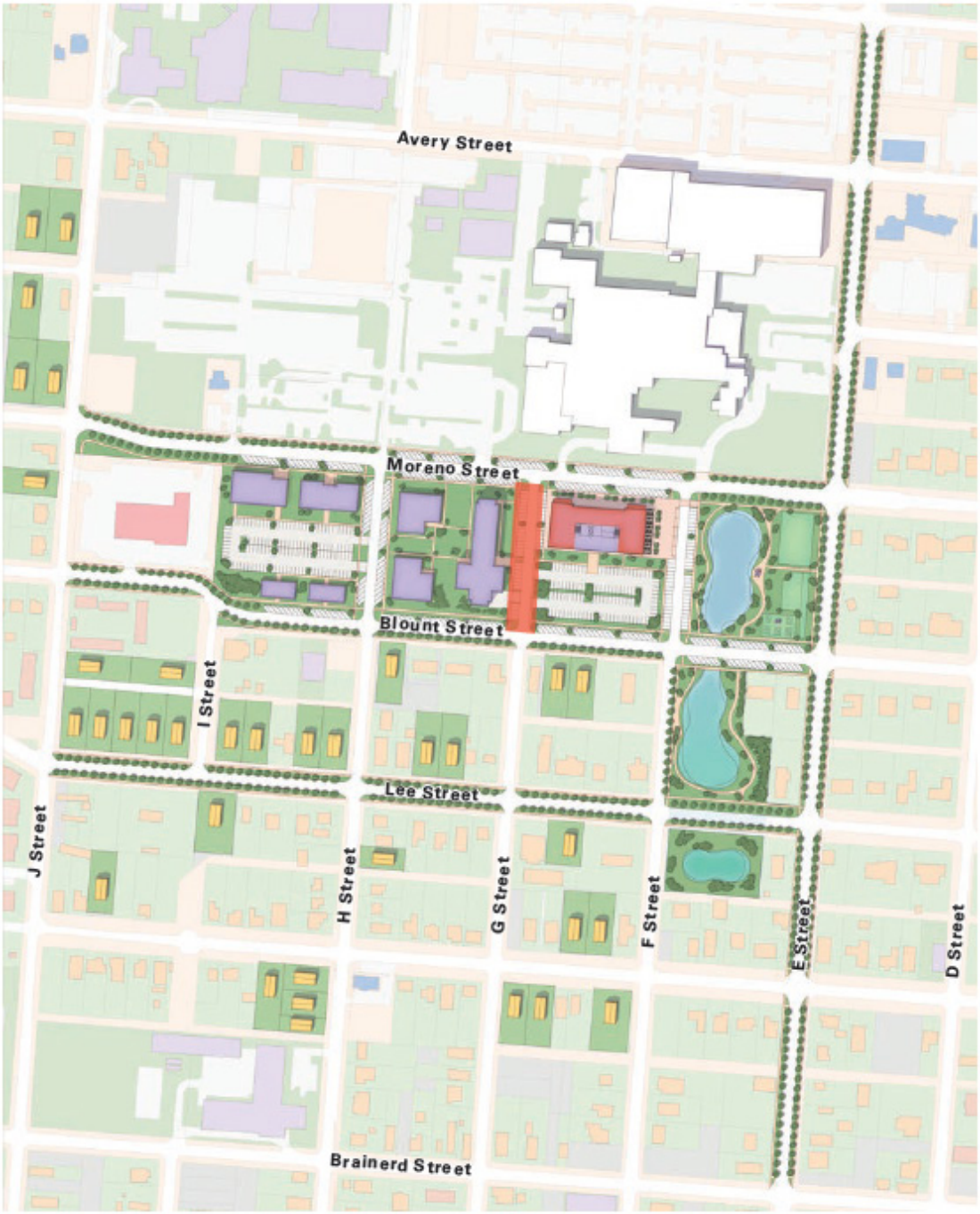
Boundaries of Improvements	Moreno Street to Blount Street
Length of Street Improvements	355 Linear Feet
Number of Street Lights	3

Appendix B: Street Section Diagrams (cont'd)

G Street

Proposed



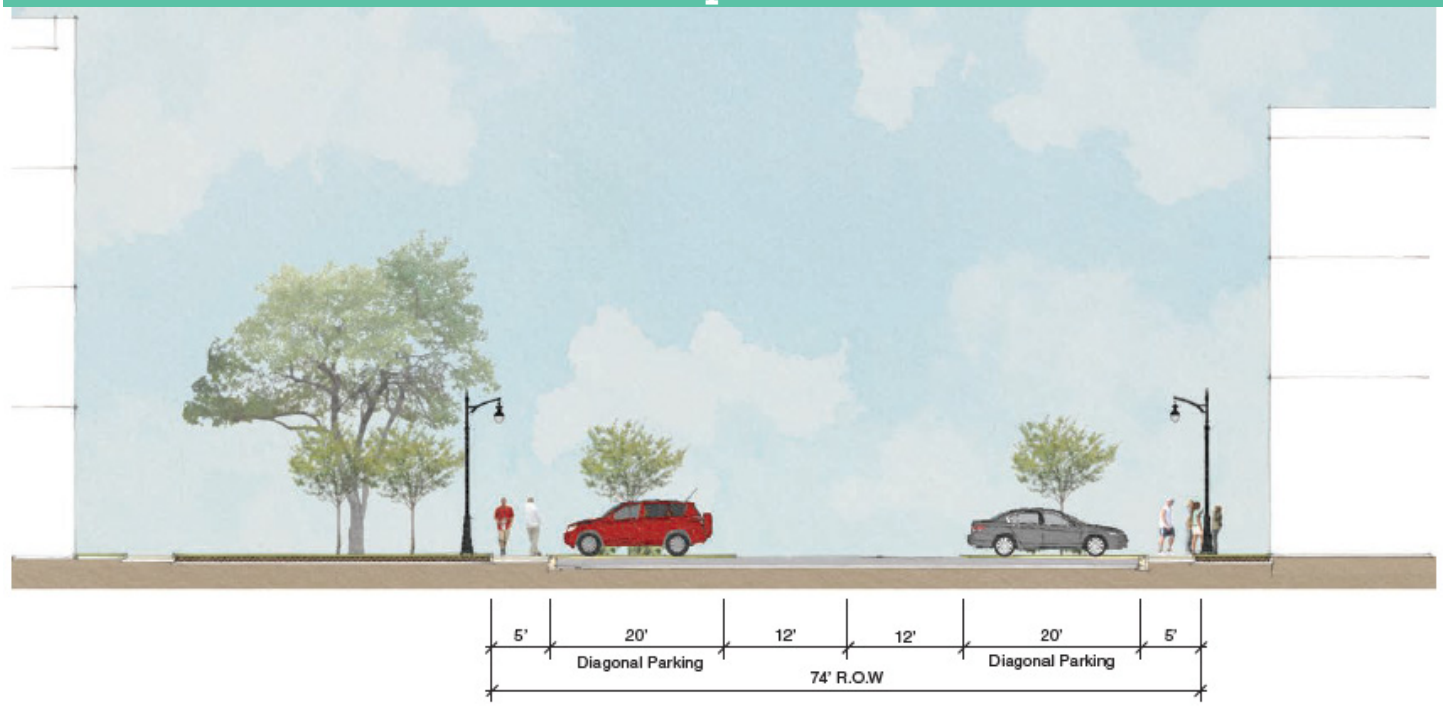


Boundaries of Improvements	Moreno Street to Blount Street
Length of Street Improvements	355 Linear Feet
Number of Street Lights	3

Appendix B: Street Section Diagrams (cont'd)

H Street

Proposed

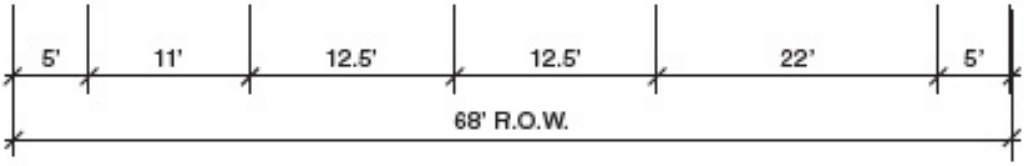


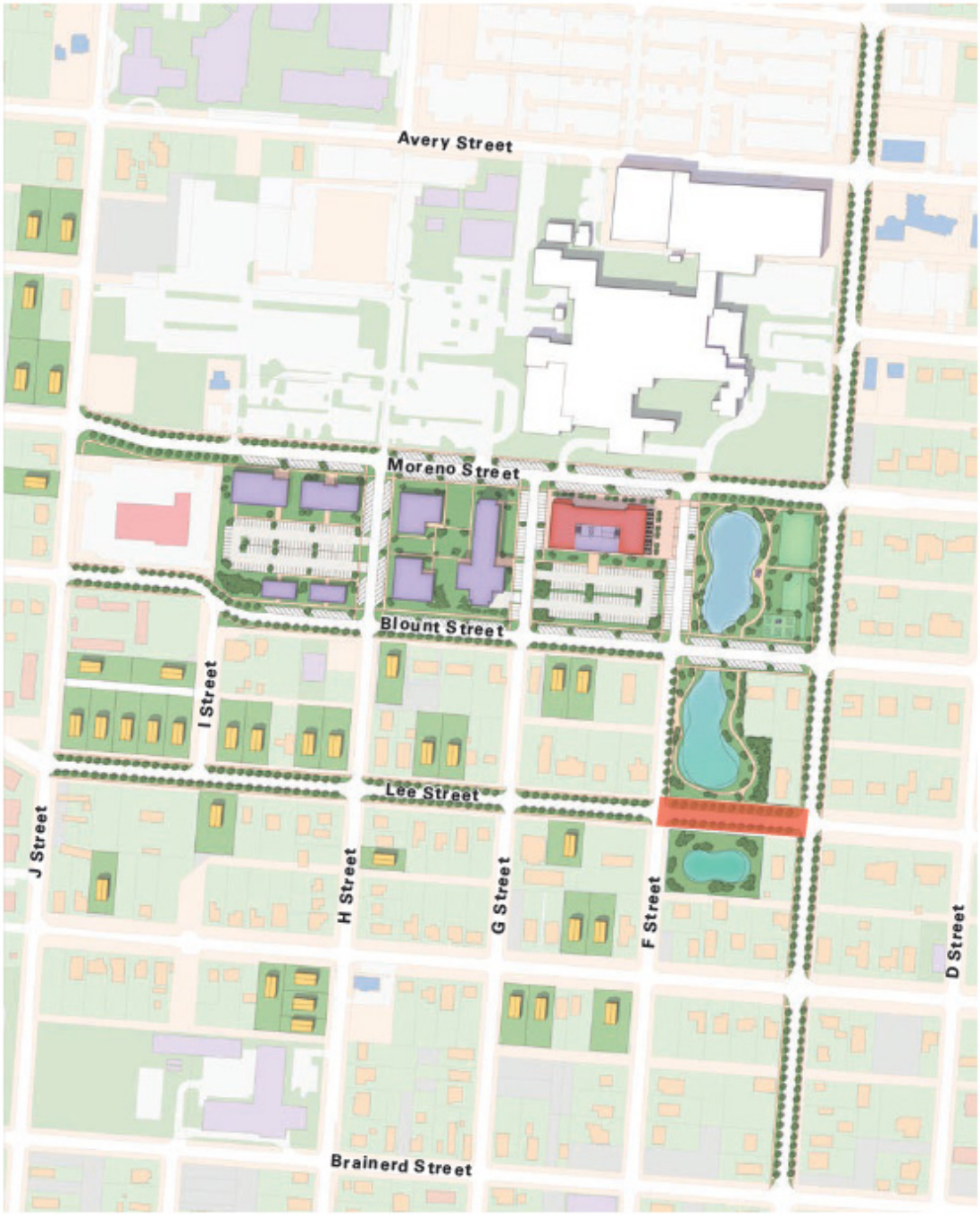
Boundaries of Improvements	Monero Street to Blount Street
Length of Street Improvements	355 Linear Feet
Number of Street Lights	3

Appendix B: Street Section Diagrams (cont'd)

Lee Street

Proposed

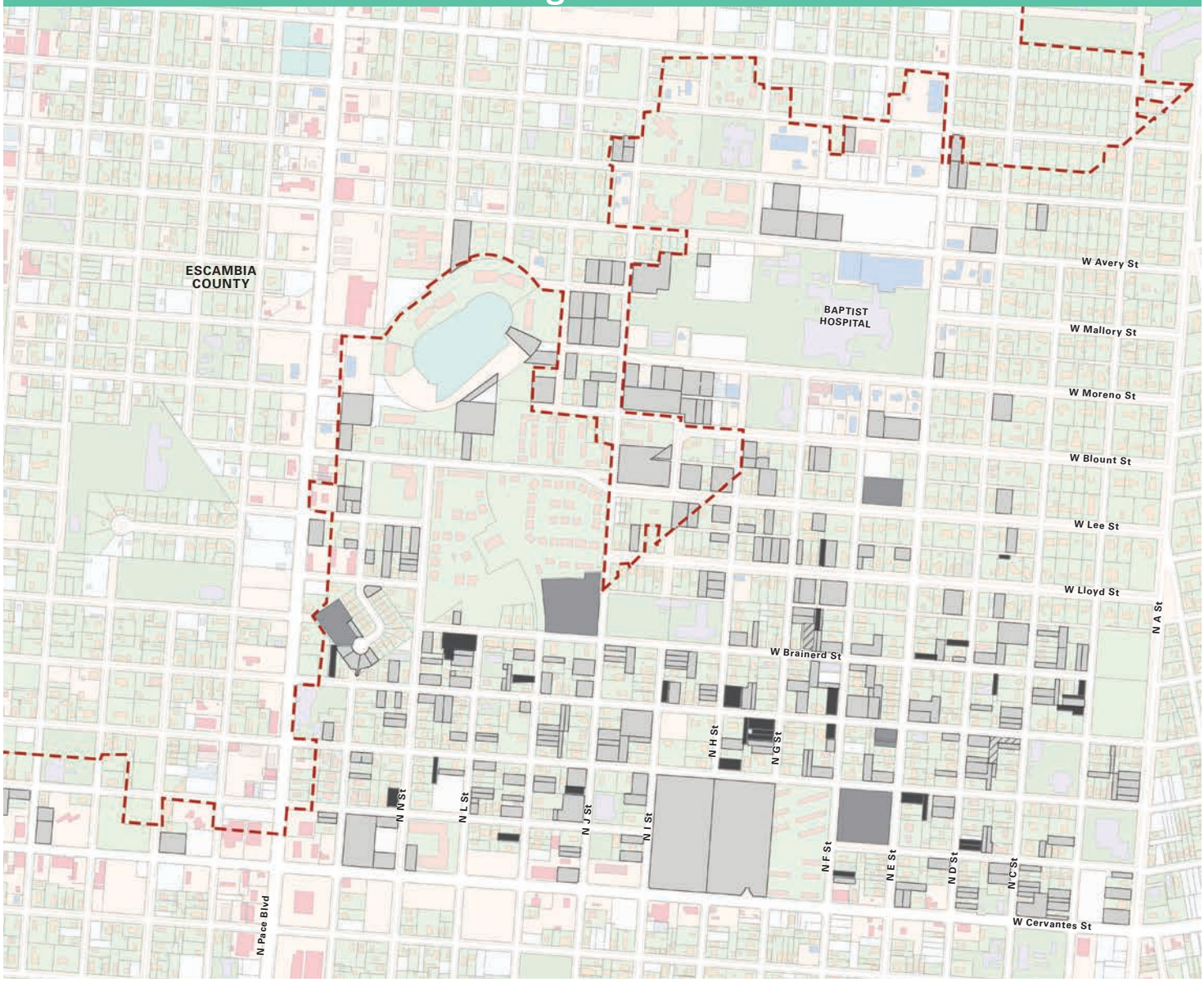




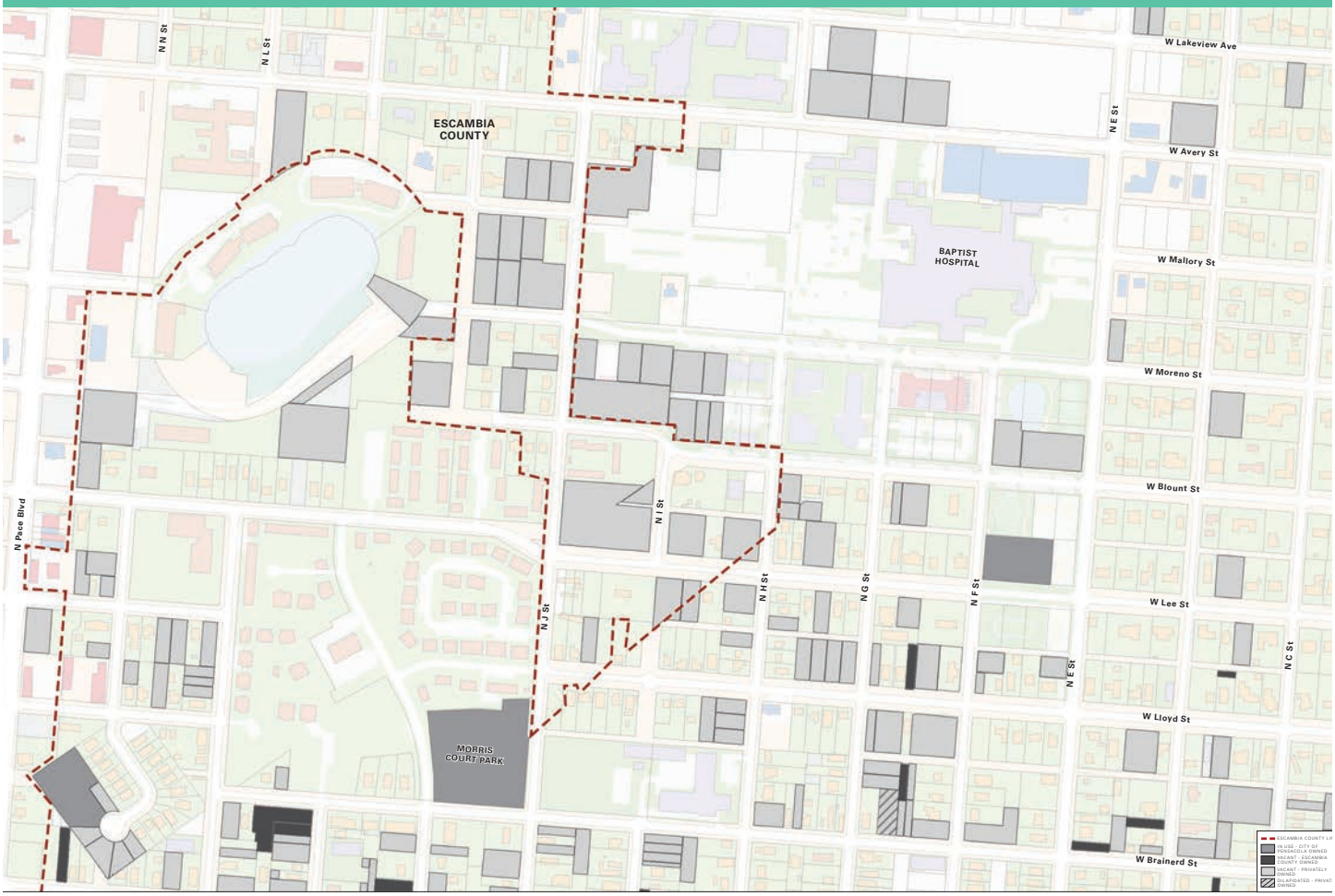
Boundaries of Improvements	E Street to F Street
Length of Street Improvements	315 Linear Feet
Number of Street Lights	3

Appendix C: Vacant/Dilapidated Properties Map

Neighborhood



Zoom-In



ESCAMBIA COUNTY LINE

IN USE - CITY OF PENSACOLA OWNED

VACANT - ESCAMBIA COUNTY OWNED

VACANT - PRIVATELY OWNED

DILAPIDATED - PRIVATELY OWNED

Appendix D: Neighborhood Infrastructure Budgets

Street Improvement Costs ($1,000/Linear Foot)				
Street	**Boundaries**	**Linear Footage**	**Unit Cost (per Linear Ft.)**	**Total Cost**
Moreno Street				
	E Street to F Street	225	$1,000	$225,000
	F Street to H Street	810	$1,000	$810,000
	H Street to I Street	375	$1,000	$375,000
	I Street to J Street	325	$1,000	$325,000
	Sub Total	1,735	$1,000	$1,735,000
Blount Street				
	E Street to F Street	315	$1,000	$315,000
	F Street to I Street	1,050	$1,000	$1,050,000
	I Street to J Street	370	$1,000	$370,000
	Sub Total	1,735	$1,000	$1,735,000
Lee Street				
	E Street to J Street	1,735	$1,000	$1,735,000
	Sub Total	1,735	$1,000	$1,735,000
E Street				
	Moreno St to Blount St	345	$1,000	$345,000
	Blount St to Lee St	350	$1,000	$350,000
	Lee St to Lloyd St	365	$1,000	$365,000
	Lloyd St to Cervantes	1,925	$1,000	$1,925,000
	Sub Total	2,985	$1,000	$2,985,000
F Street				
	Moreno St to Blount St	355	$1,000	$355,000
	Sub Total	355	$1,000	$355,000
G Street				
	Moreno St to Blount St	355	$1,000	$355,000
	Sub Total	355	$1,000	$355,000
H Street				
	Moreno St to Blount St	355	$1,000	$355,000
	Sub Total	355	$1,000	$355,000
Total Street Improvements		**9,255**	**$1,000**	**$9,255,000**

Park/Stormwater Costs ($750,000/Acre)				
Park Section	**Boundaries**	**Acres**	**Unit Cost (per Acre)**	**Total Cost**
E Street				
	E Street to F Street	1.91	$850,000	$1,620,191
	F Street to H Street	1.30	$750,000	$976,894
	H Street to I Street	0.71	$750,000	$530,544
Total Street Improvements		**3.92**		**$3,127,629**

Total Neighborhood Improvements		
Improvements	**Area**	**Cost**
Streets	9,255 Linear Feet	$9,255,000
Park/Stormwater	3.92 Acres	$3,127,629
	Total	**$12,382,629**

Appendix E: Economic Impact Study

TO COME

TO COME

LiveWork
LearnPlay

Disclaimer

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West Moreno District

Development Plan & Implementation Strategy

December 2016

ATTACHMENT F

Baptist Health Care Moreno Campus Vision (2022)

BAPTIST HEALTH CARE

Moreno Street Campus Redevelopment Vision

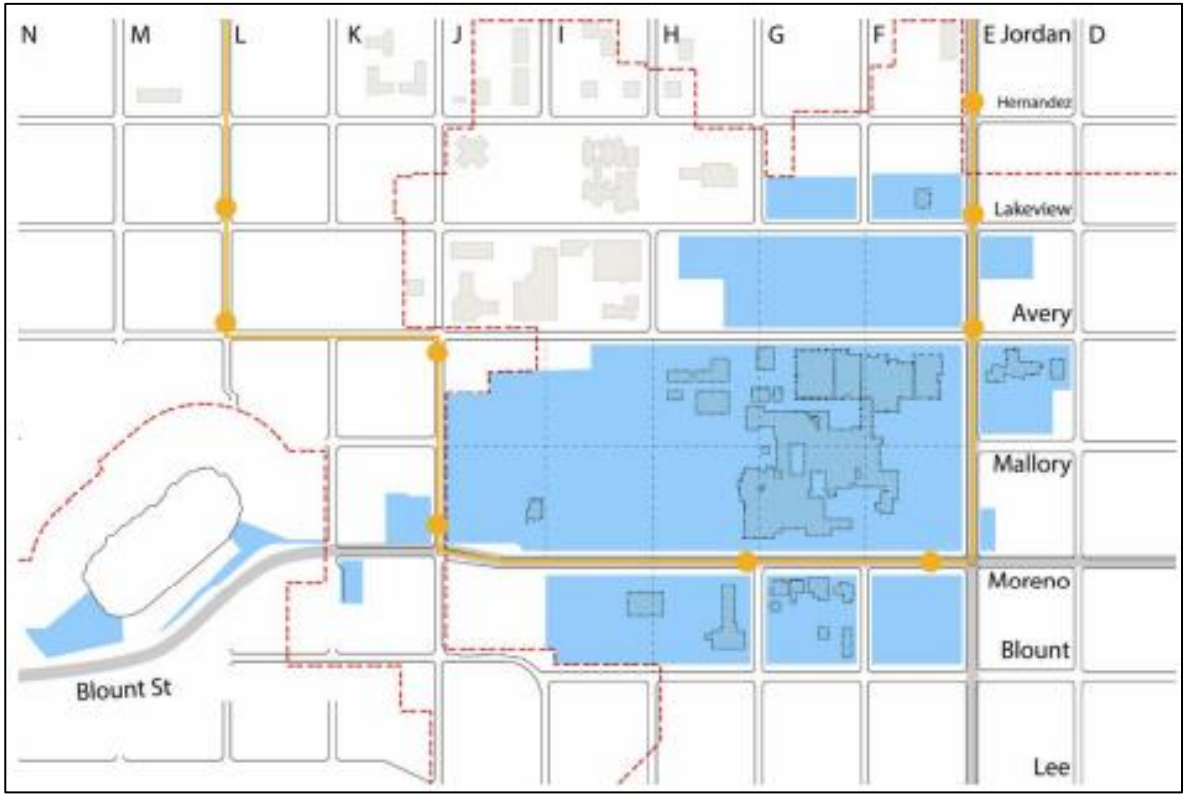
May 23, 2022

Who We Are, Why We Exist, and Why We are Approaching the Redevelopment This Way

Historical Context

- Announced in June, 2019 about new Baptist Hospital campus at Brent Lane & I-110. At time of announcement, committed to be intentional about the redevelopment of our current Baptist Hospital campus.
- Could have waited until after move or listed property outright – ***But we chose a different path.***
- Sought significant community and neighborhood input
- Invested in engagement of JLP+D Urban Planners
- Participated in national Center for Community Investment learning collaborative June – November, 2021
- Engaging in partnership discussions related to the redevelopment
- Dr. Paul created Special Committee of the Board June ‘21 – February ‘22

Moreno Street Campus



Three Drivers of the Future of the Campus

1. Baptist's mission, best interest, and role
2. What the community wants and needs
3. What the private market can support

Mission:
Helping people throughout life's journey

Best interest:
Deploying resources to provide critical healthcare to community members in the most accessible way possible

Role:
- Engaging the community and other stakeholders
- Investing in developing a Redevelopment Vision for the disposition strategy that meets the drivers for the reimagined campus

Three Drivers of the Future of the Campus

1. Baptist's mission, best interest, and role

2. What the community wants and needs

3. What the private market can support

Community Advisory Council

- 73 stakeholders from government, neighborhood associations, business, education, non-profit, law enforcement, and faith community
- 7 meetings (2019 – 2021)
- Reviewed previous studies of the West Moreno District (including LWLP Study)
- Key focus on attainable workforce housing (rental and home ownership) as well as additional community-enhancing services that build community

Targeted local stakeholder interviews

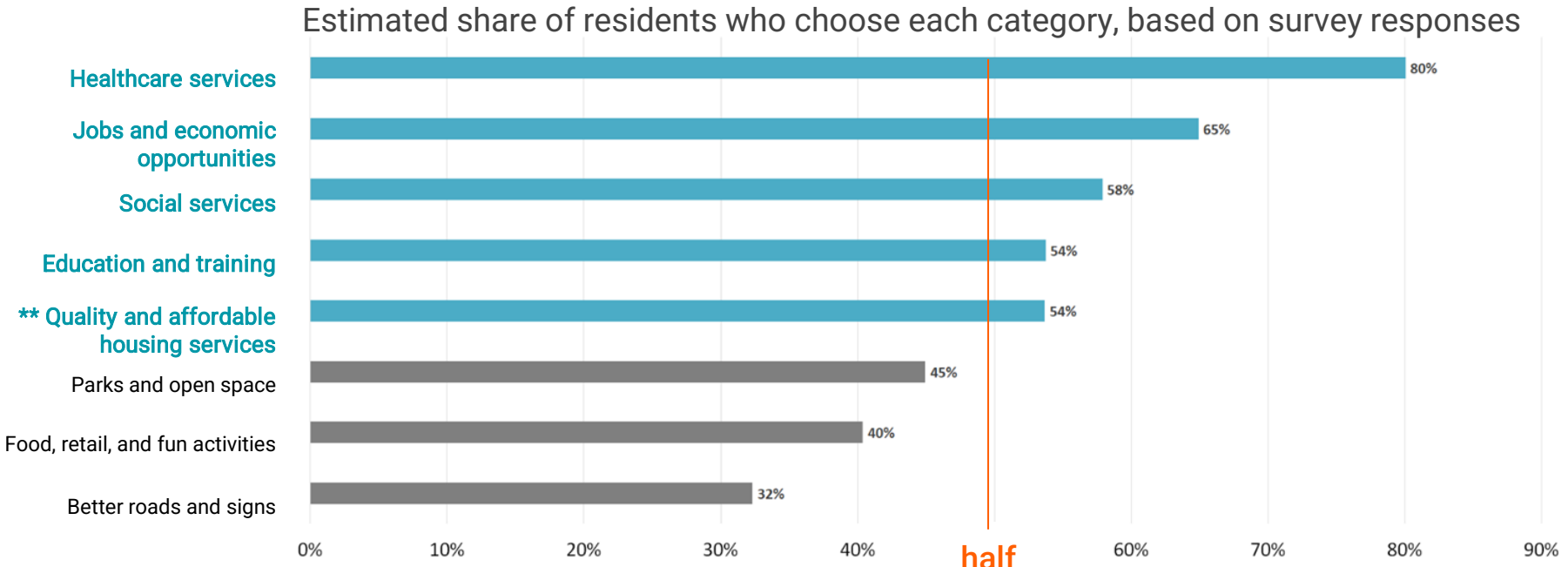
- 15+ meetings during Summer/Fall 2021 between JLP+D team and local stakeholders

Survey of neighborhood

- Sent to addresses within 1 mile from the hospital, partnered with churches
- Received 160 responses during Summer/Fall 2021

Community Survey Responses

What future uses on the campus will benefit you, your family, and your community? *



Three Drivers of the Future of the Campus

1. Baptist's mission, best interest, and role

2. What the community wants and needs

3. What the private market can support

Real estate data analysis:

- Location
- Land, demolition, and infrastructure cost
- Construction cost
- Achievable rents and sale prices

Comparable development:
The scale of the campus provides both opportunity and challenge for complex, transformative projects in a phased approach.

Interested developers and investors:
JLP+D and Baptist interviewed for-profit and not-for-profit developers and investors with interest, many with demonstrated success in mixed-use, mixed-income development.

How Does it All Fit Together?

Community	Achieve as many community priorities as possible
Private market's contribution	• Purchasing Baptist property and securing entitlement • Capital investment and expertise for new phased development
Government/ Public Support	• Development subsidy and incentive programs • Direct investment in public amenities and infrastructure • Service and program operation • Continued support for neighborhood enhancement
Baptist	• Continued fulfillment of our core mission - delivery of healthcare services • Investment in stakeholder engagement and developing Redevelopment Vision • Disposition process: Market Offering (with partner commitments), negotiation, execution

2022 TBD

Engagement of Potential Partners

Government:

- City of Pensacola Department of Housing
- Pensacola CRA
- Escambia County CRA
- City and County Leadership
- Escambia County Housing Finance Authority
- Florida Housing Coalition

Affordable Housing Developers

Potential Lessees:

- CAPC/ Headstart
- CareerSource EscaRosa
- Post-secondary education/training partners

Redevelopment Vision

Redevelopment Vision

✓ What this IS:

- A redevelopment vision that includes seven general recommendations on the programmatic components of the future redevelopment.
- They are developed based on economic and market analyses, community inputs, placemaking potential, and policy review.
- Baptist has engaged government and non-profit partners in creation of the redevelopment vision.

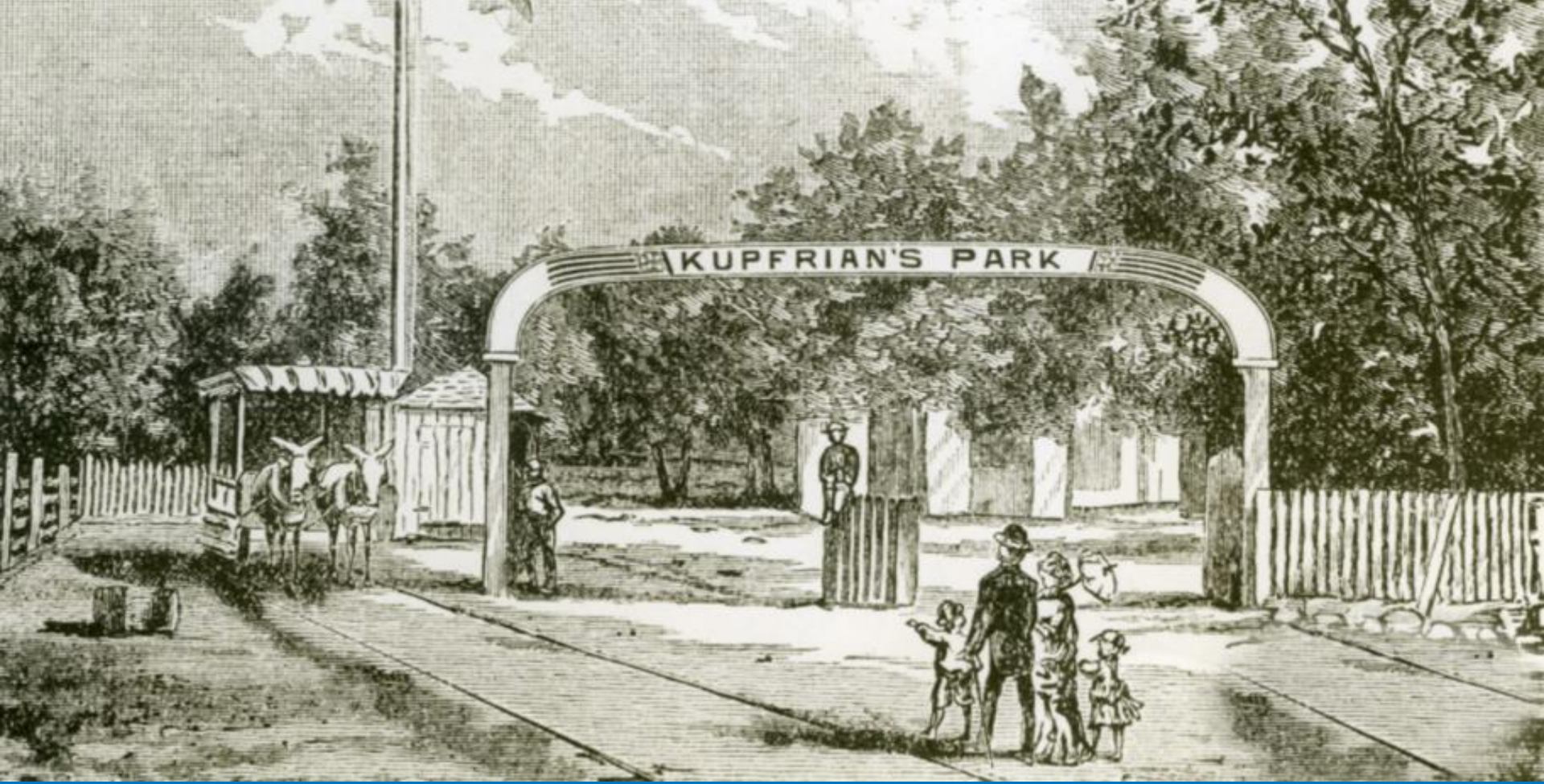
✗ What this IS NOT:

- This is NOT a prescriptive final plan that designs the definitive details of development.
- This is NOT a rigid design plan that dictates what must be built. Developers can bring their own insights and creativity.
- Developers who come to agreement with Baptist will determine the details of projects, subject to unknown future market conditions.
- This does NOT represent the final stage of community input, which will happen during detailed planning and development processes for any projects receiving public funds.

1 Public sector invests in a new park on the western side of the main campus and a Moreno Street greenway.

Kupfrian House
Historical home of the creator of the city's first streetcar line and Kupfrian Park - a vital part of the city's entertainment tradition and family gathering place

Source: Pensacola Historical Society

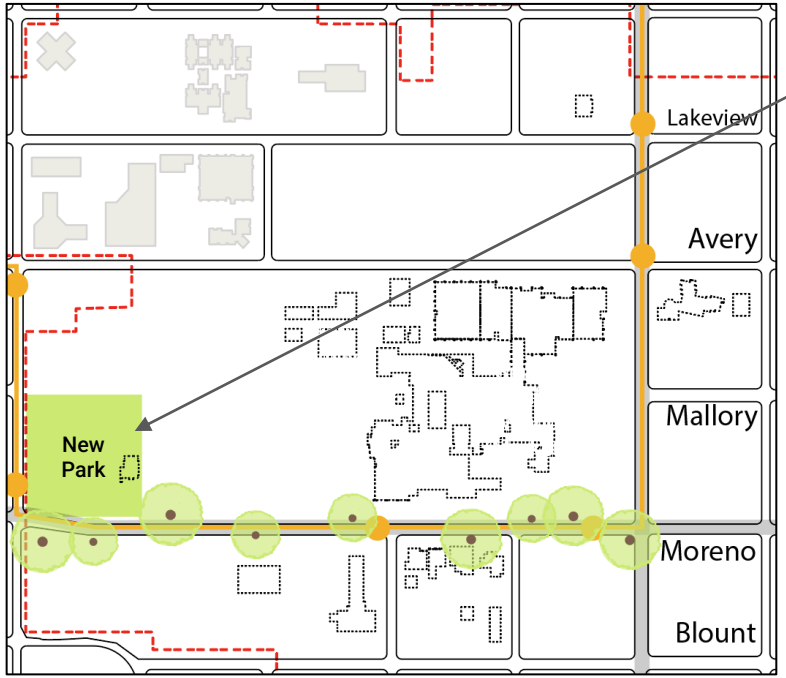


Source: Pensacola Historical Society

Source: Pensacola Historical Society

Source: Pensacola Historical Society

J
W Mallory St
1400



Example:
Seville Square
1.8 acres
(footprint shown in scale)

1

City of Pensacola invests in a new park on the western side of the main campus and a Moreno Street greenway.

Potential size: 2.5 acres (subject to change)

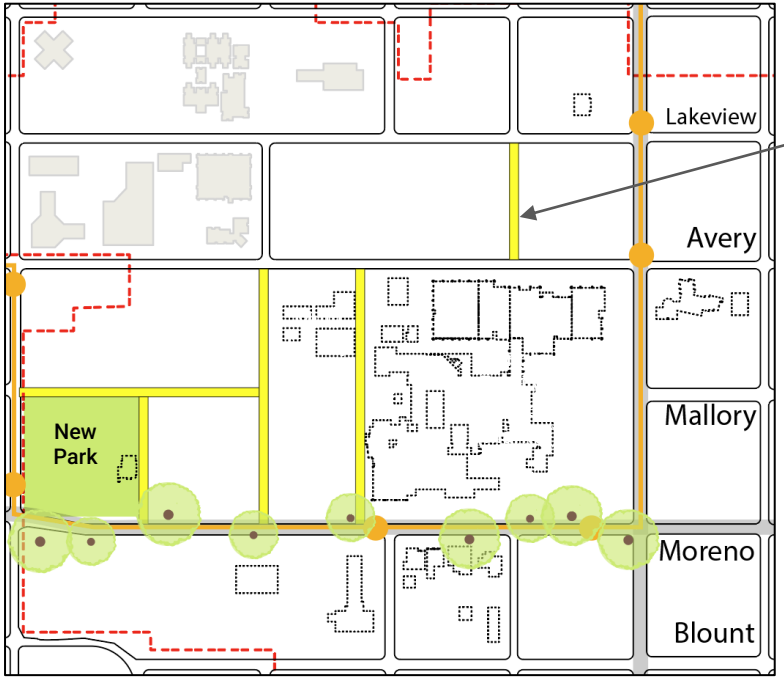
The location is rich in existing mature trees and landscape. As a new park in a predominantly residential neighborhood, it can **preserve community character** and **create pride and a sense of place**.

Kupfrian House can be preserved as a community space and/or park concession space.

The greenway as a new neighborhood boulevard can bring **environmental and social benefits** to residents.

Incorporating existing mature oak trees into the new park can potentially also **reduce park development costs**.

The new park at the western end of the campus also potentially make developments more appealing in parts of the campus that can **benefit from greater value increase**.



2

City of Pensacola funds the cost to restore selected street connections to the original street grid, including the reconnection of I Street between Mallory and Moreno Streets.

Potential length: 2500 linear feet (specific roads subject to change based on details of the redevelopment when finalized)

The streets will create walkable neighborhood blocks and **enhance neighborhood access**.

Private developers and companies will then bear the responsibility for **other necessary roadway and infrastructure upgrades** depending on the uses and density.

80% of community residents consider **healthcare services** as an important component of the future development, according to a 2021 survey with residents living within 1 mile from the hospital

3 Baptist ensures there is a solution for health care that meets the needs of the neighborhood and surrounding areas.

4 Housing developers build mid-rise multifamily buildings (approximately 4 stories), possibly around the new park, including both workforce housing and mixed-income developments.

4

Housing developers build mid-rise multifamily buildings, possibly around the new park, including both workforce housing and mixed-income developments.

Potential for many lot and building sizes (subject to change based on developer interest). Examples could include:

- Mixed-income: 9 acres (330k - 460k BldSF, 3 buildings)
- 100% Workforce: 4 acres (162k - 217k BldSF, 2 buildings)
- These 5 sample buildings could yield 90 – 120 market-rate housing units and 370 – 500 income-restricted housing units (subject to change based on developer interest.)

Multifamily development brings much needed housing stock to the neighborhood and the City **for residents of various income levels**.

Income-restricted* units, both in 100% workforce housing and mixed-income development, can **activate government funding**. The recommended quantity above could potentially optimize government funding, reduce financing gaps, and **increase the economic viability** of development.

*Income-restricted development to pay **market acquisition costs**. Mixed-income projects with an average AMI of 60% **qualify for LIHTC** to the full extent of eligible costs.

5 Housing developers build market-rate single family homes and/or townhouses, likely toward the eastern side of the campus.

6 Housing developers build workforce single family homes and/or townhouses, likely toward the northern part of the campus.

5

Housing developers build market-rate single family homes and/or townhouses, likely toward the eastern side of the campus. The goal is to maintain a strong street wall along E and Moreno Streets.

Potential lot and building size (subject to change based on developer interest):
21 acres (183k - 426k BldSF)

Potential housing units: 120 – 280 (subject to change based on developer interest)

This location capitalizes on the parts of the campus that have **higher real estate value** due to proximity to North Hill.

Developments of market-rate homes at this location are potentially capable of **absorbing major demolition and abatement costs** associated with the hospital building and towers.

6

Housing developers build workforce single family homes and/or townhouses, possibly at the northern part of the campus.

Potential lot and building size (subject to change based on developer interest): 6 acres (33k - 78k BldSF)

Potential housing units: 37 - 87

The inclusion of this component with housing finance partners' support can help reduce home purchasing prices for the community, **ensuring affordability**.

7

Developers include selected non-residential active ground floor spaces in their development plans. The spaces can be used for neighborhood retail, community facilities, and other public realm-enhancing uses.

65% of community residents consider **jobs and economic opportunities** as an important component of the future development - **the 2nd highest ranked choice** after healthcare, according to a 2021 survey with residents living within 1 mile from the hospital

7

Developers include selected non-residential active ground floor spaces in their development plans. The spaces can be used for neighborhood retail, community facilities, and other public realm-enhancing uses.

Potentially **adjacent to or incorporated in one or more multifamily developments**, on the ground floor or standalone, subject to developer's design and financial feasibility.

These uses not only contribute to the **vibrancy of the neighborhood** around the new park/greenway cluster, but also provide **access to economic opportunities** for area residents.

Multi Family Attainable Workforce Housing

Multi Family Mixed-Income Housing

Single Family Attainable Workforce Housing

Single Family Market Rate Housing

New Park/ Town Center

Healthcare Facility

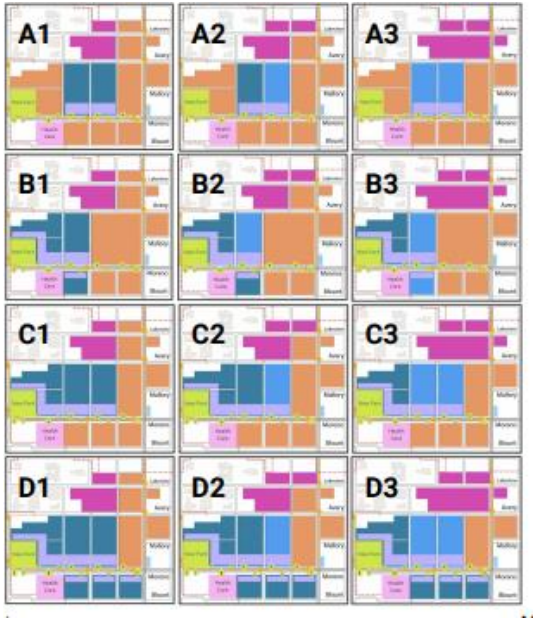
Activated Ground Floor Space

The Redevelopment Vision:

A mixed-use development which seeks to incorporate multi-family and single family housing as well as community-enhancing services.

In total, potentially 615 - 996 new housing units help meet the growing demand for quality homes at different income levels, depending on density of the developments.

A new park, greenway, streets, healthcare facility, and active ground floor spaces help create a **sense of place**, provide **crucial services** to the community, increase the **value** and the **vibrancy** of this neighborhood.



How the redevelopment vision makes the reimagination more feasible

Your support in the form of a Resolution would bring the market confidence and increase the likelihood of the vision coming to life.

1. The allocation of uses and typologies reflect **real estate financial feasibility**.
2. Strategic placemaking and amenities (park, roads, services) generate **new market demand** that does not exist today.
3. The vision **lowers the risk profile** of the listing by incorporating **community inputs** (healthcare, housing, jobs, services).
4. The vision indicates the critical **need for government support** in the redevelopment of the campus.
5. Market feasibility, community support, and partner engagement increase the **momentum** to redevelop the campus.

Discussion

ATTACHMENT G

Westside Redevelopment Plan Update (2025)

Adopted June 12, 2025

WESTSIDE
CRA PLAN UPDATE

Pensacola, Florida

BLOCK-BY-BLOCK
CRAFTING A PLAN

URBAN DESIGN ASSOCIATES

© 2025 URBAN DESIGN ASSOCIATES

ACKNOWLEDGMENTS

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Pensacola Community Redevelopment Agency

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Melanie Nichols
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Kelly Wieczorek
Board Member

The recommendations in the Westside CRA Plan were developed between May 2024 and January 2025. The analyses are based on point-in-time data sources, and the recommendations align with the regulations and funding programs effective during the period when the plan was developed.

This CRA Plan explores recommendations for a 20-year timeframe. Recommendations that may not be feasible in the short term due to market, funding, or policy conditions are still valid for the long-term vision and may take longer to implement.

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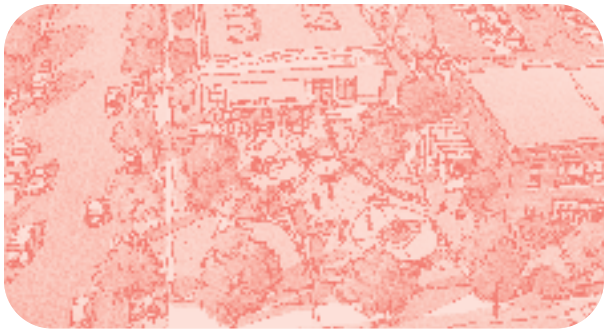

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EXECUTIVE SUMMARY

This Community Redevelopment Agency (CRA) Plan Update is intended to provide direction for policies, programs, and projects in the Westside CRA District in the City of Pensacola, Florida. The process of listening to residents and stakeholders informed an ideal vision for Pensacola's Westside CRA District. The recommendations outlined in this document are intended to establish a foundation of guiding principles, projects, and decision-making frameworks to achieve the community's visions for the future.

The role of the CRA is to lead decision-making efforts related to redevelopment within its jurisdiction and to utilize increment revenues to undertake and complete redevelopment projects authorized by Part III, Chapter 163, *Florida Statutes*. TIF is a funding mechanism authorized under Chapter 163, Part III, Florida Statutes which capture incremental growth in the tax base within the CRA district to be reinvested in strategic projects within the district. Key community redevelopment goals include:

- Preserving, rehabilitating, and enhancing the community redevelopment area neighborhoods to maximize livability and quality of life;
- Fostering a diverse supply of housing options, especially affordable and workforce housing; and
- Creating a robust and stable economy that offers employment, culture, and entertainment and is filled with people and businesses.

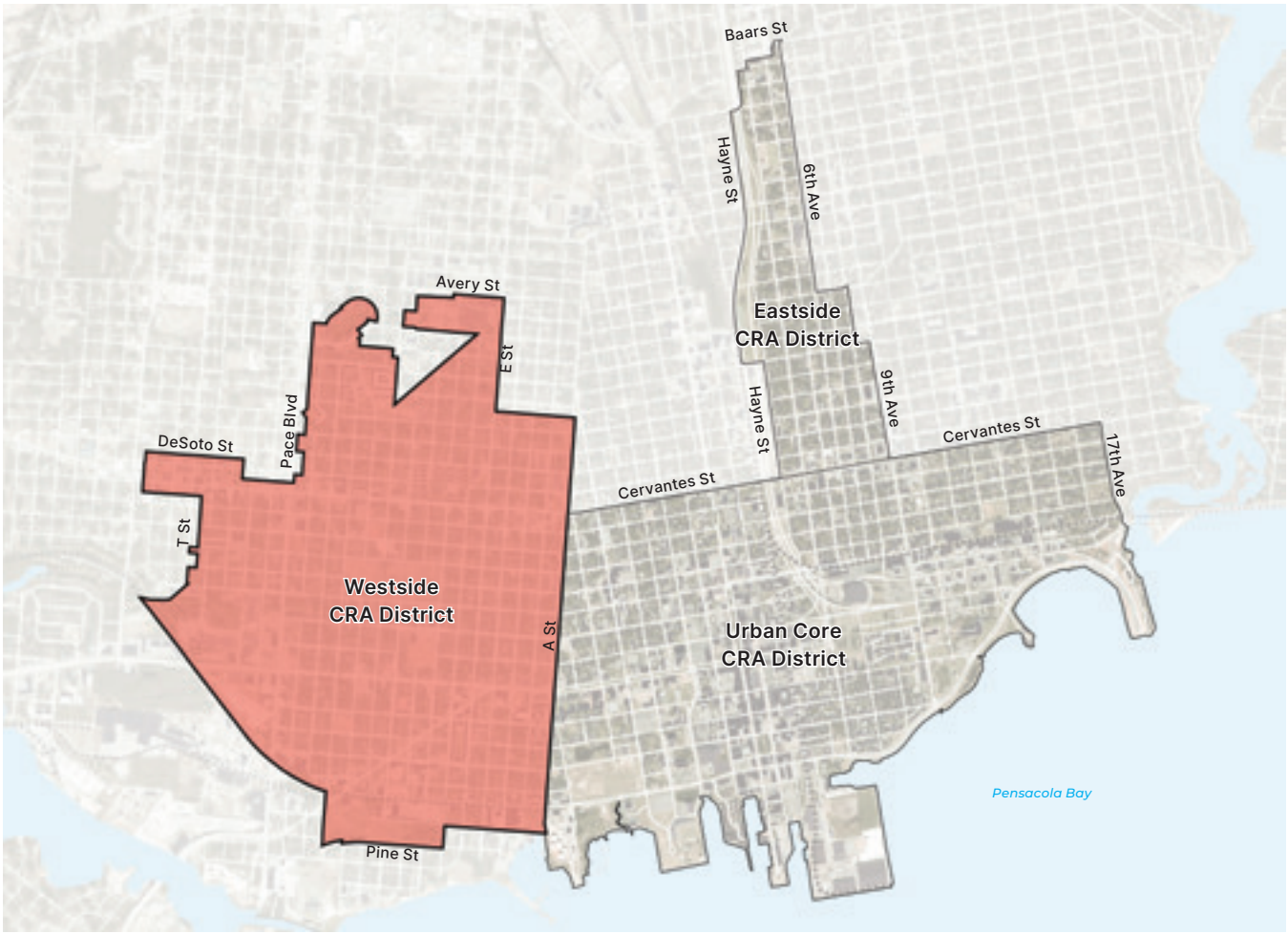
More specifically, this CRA Plan Update is intended to target the following topics and issues within the Westside CRA District:

- Expanding housing options, especially affordable, workforce housing;
- Preserving traditional character and history and culture;
- Tempering gentrification and/or displacement;
- Building socioeconomic equity;
- Strengthening neighborhood identity;
- Fostering economic development and sustainability;
- Improving walkability, bikeability, transit and parking management; and
- Connecting people to the waterfront and neighborhood assets.

Residents and stakeholders led the way throughout the creation of this CRA Plan Update. From 2024 through 2025, members of the CRA District community were invited to establish the overall vision for the future and provide input on preliminary recommendations. Paired with an exhaustive analysis of existing and projected conditions of demographics, economics, physical urban patterns, and transportation systems, the needs of each CRA District and the paths forward were revealed.

St. John's Cemetery

Captain Joe Patti's ship next to the seafood market

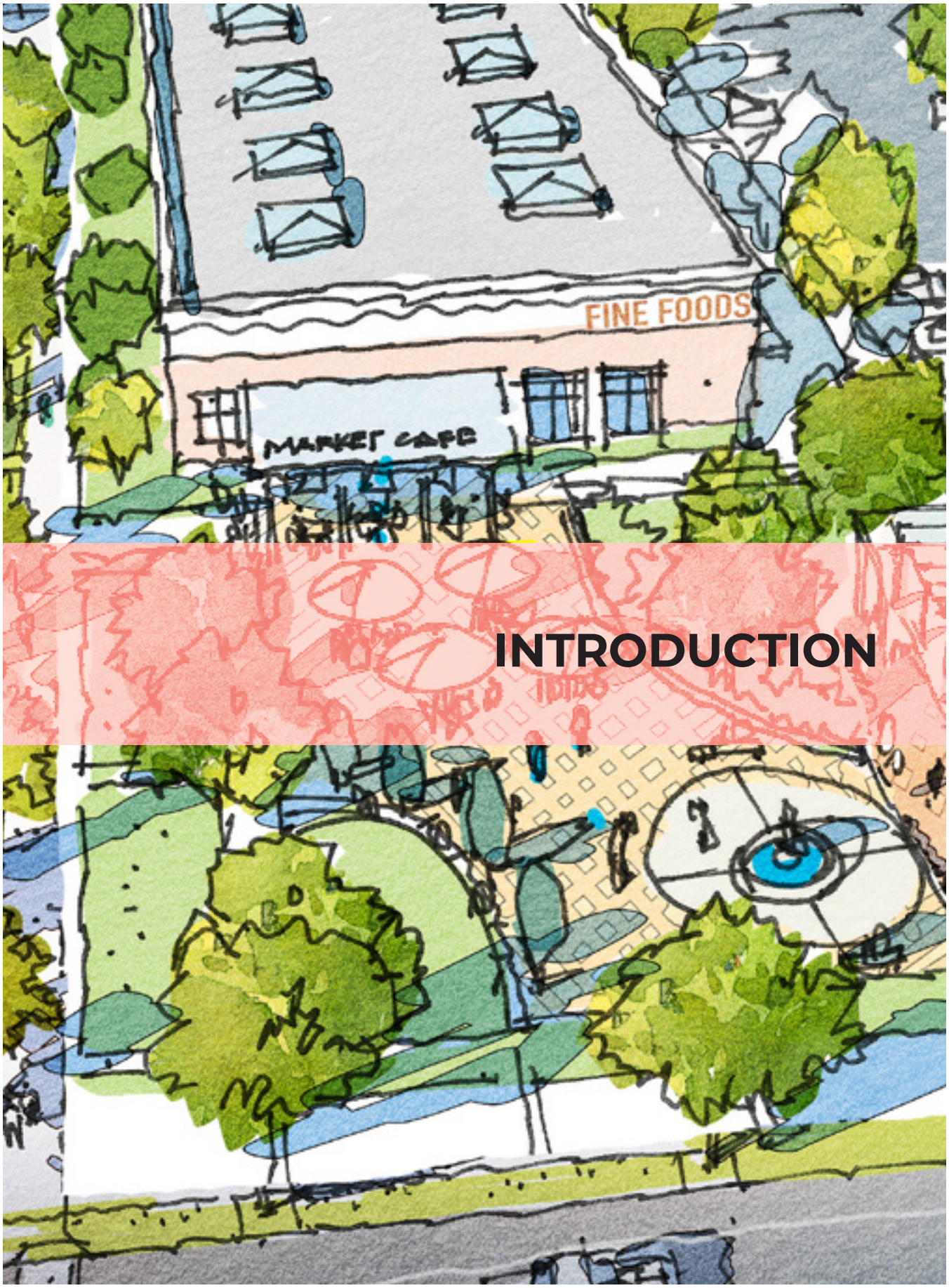


CRA Districts Map

This CRA Plan Update builds on past plans and represents potential investments to realize the vision of Westside residents and stakeholders. The recommendations in this plan are organized into the following topics:

- Land Use, Zoning, and Special Districts
- Economic Development
- Neighborhood Development
- Housing
- Transportation, Streets, and Parking
- Open Space and Community Amenities

A series of Special Demonstration Projects illustrate the potential impact of targeted investments, identifying opportunities to solve issues raised by the community and uncovered through the analysis of the CRA Districts. Strategies for implementing these recommended policies, programs, and projects are provided, along with recommendations about prioritizing potential projects.



INTRODUCTION

OVERVIEW OF THE CRA

ABOUT THE CRA

The State of Florida's Community Redevelopment Act of 1969 provided local governments with tools to revitalize deteriorated areas of their communities, including the establishment of the Community Redevelopment Agency (CRA), which was charged with the following tasks:

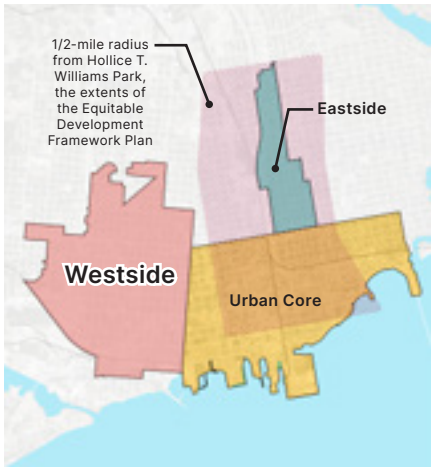
- Administer and prepare redevelopment plans;
- Issue revenue bonds;
- Eliminate and prevent slum and blight;
- Rehabilitate and conserve the redevelopment areas;
- Preserve and enhance the tax base;
- Create affordable housing; and
- Implement community policing innovations.

The statutes dictate that the municipality, "to the greatest extent it determines to be feasible... shall afford maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprise." (§163.345).

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) to fund redevelopment. This amendment was made to help revitalize declining areas and increase tax revenues.

In 2024, the City of Pensacola's Community Redevelopment Agency (CRA) transitioned to become a division within the city's Economic Development Department. This shift reflects the close alignment between the CRA's mission and the broader goals of economic development, particularly within the city's redevelopment districts. Much like economic development efforts, the CRA's work focuses on both qualitative and quantitative improvements, enhancing the local economy while fostering sustainable growth. By leveraging social assets and resources, the CRA strives to generate a more inclusive, shared economic well-being, ultimately elevating the quality of life for the community as a whole. This transition underscores the city's commitment to revitalizing areas of need, empowering residents, and fostering a thriving, dynamic urban environment.

Public Meeting with the CRA



CRA Districts + Extents of the Equitable Development Framework Plan, extending 1/2-mile radius from Hollice T. Williams Park

ABOUT THE CRA PLANS & THE WESTSIDE

In 2007, the Pensacola City Council adopted the Findings of Necessity Study and established the boundaries for the Westside Community Redevelopment Area. The Westside Redevelopment Plan was developed with community participation to establish the priorities. The Redevelopment Area is defined by the corporate limit line on the north (former Baptist Hospital), city limited on the west, Pine Street on the south, and A Street on the east.

The Date Certain for the Westside is May 23, 2037.

Connection to Neighborhood Plans

The Westside Community Redevelopment Area Plan was last updated in 2007. Key initiatives of this plan included:

- Implementing a "Complete Street" corridor along West Main Street connecting to downtown;
- Improving the Jackson Street bicycle and pedestrian corridor parallel to West Cervantes Street;
- Providing a "Complete Street" option for the Pace Boulevard Corridor;
- Studying affordable and attainable housing options for the vacant Baptist Hospital site;
- Exploring a road diet for West Cervantes Road;
- Completing the Gonzalez Street Shareway demonstration project with Bike Pensacola.

How will the CRA Plan be used?

CRA Plan sets the goals and objectives for the district → Staff analyzes and develops programs and projects that are consistent with the plan → Projects are approved by the CRA Board and City Council, when required → Investments $$

ANALYSIS OF PREVIOUS/ EXISTING PLANS AND STUDIES INCLUDE:

- Existing and previous redevelopment master plans
- City of Pensacola Comprehensive Plan
- City of Pensacola Land Development Code
- CRA Annual Reports
- Recent market studies
- Recent transportation studies and/or plans
- Socioeconomic data and demographics
- Analysis of Existing Land Uses & Land Development Regulations
- Socioeconomic Analysis
- Real Estate Market, Trends, and Gap Analysis
- Context Analysis & Classification
- Neighborhood & District Analysis
- Gentrification & Displacement Analysis
- Transportation System & Parking Analysis
- Parks & Public Space Analysis
- The City's new Strategic Plan

ACTIVITIES

In addition to specific special demonstration projects, recommendations and visions identified in the Plan, the CRA will be empowered to provide and may fund certain activities to further carry out the themes and principles of the Plan. Leveraging the private sector to the maximum extent and close coordination, cooperation and communication with other public and semi-public agencies is critical for the CRA to be most efficient with its redevelopment efforts.

In accordance with the limitations set forth in §163.387, Florida Statutes, the CRA may help directly stimulate and support private investment in new real estate development, property improvements, new business and infrastructure and may choose to offer financial incentives to fill the economic gap and stimulate redevelopment.

Property Acquisition

To help further the purposes of the Plan, the CRA may acquire property either for current or future redevelopment opportunities. The acquisition of property necessary to carry out the themes and principles of the Plan may be authorized by the CRA and City Council on a site-by-site basis or pursuant to established program policies and guidelines.

The CRA may also pay for related costs, including but not limited to, transaction costs, site clearance, demolition (with Council approval), and repairs.

Business Relocation[1]

The CRA may assist existing businesses within the Redevelopment Area to relocate in order to make way for redevelopment activities consistent with The Plan.

Environmental Improvements

Properties within the Redevelopment Area are known or are perceived to contain environmental contamination. The CRA is empowered to provide funding to cover costs associated with environmental cleanup in support of the redevelopment of such properties with approval by the CRA on a site-by-site basis or pursuant to established program policies and guidelines.

Prepare Sites For Redevelopment

The CRA may prepare or cause to be prepared as building and development sites, any property in the Redevelopment Area owned or acquired by the CRA, the City or any other person, in order to redevelop the site in accordance with the Plan. Such site preparation may include, but is not limited to demolition, building rehabilitation, building relocation, infrastructure, utilities, environmental cleanup and grading. Demolition may be pre-authorized by the CRA and City Council either on a site-by-site basis or pursuant to established program policies and guidelines.

1 Note: Limitation on assisting non-displaced businesses to relocate into the CRA, per AGO 2009-32. See 163.387(6)(c)(4); 163.370(2)(k), F.S..

Market Research And Site Due Diligence

The CRA may fund planning, surveys, and financial analysis efforts in order to assess market conditions and feasibility for redevelopment of the Redevelopment Area or for specific projects.

Property Disposition

The CRA is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To the extent permitted by law, the CRA is authorized, with the approval of City Council, to dispose of real property by negotiated sale, lease, or donation.

The leases, deeds, contracts, agreements, declarations of restrictions and other legal instruments relative to any real property interest conveyed by the CRA may contain restrictions, covenants, covenants running with the land, conditions subsequent, equitable servitudes, or such other provisions necessary to carry out the Plan and meet the objectives of the CRA.

The CRA also may pay for costs associated with the disposition of property, including but not limited advertisement for disposition, the solicitation process, and transaction costs.

Building Demolition, Rehabilitation, Reuse and Relocation

Demolition

The CRA may demolish, clear, or move buildings, structures and other improvements from any real property in the Redevelopment Area which it has acquired and as may be necessary to carry out the purpose of the Plan with the approval of City Council either on a site-by-site basis or pursuant to established program policies and guidelines.

Building Rehabilitation And Reuse[2]

The CRA may rehabilitate, redevelop and/or improve property for reuse. The CRA may work with the owner(s) and/or tenants through a joint venture to redevelop, reuse and/or rehabilitate such structures (ex. Commercial Property Improvements Program).

Relocation[3]

If a particular structure which is in an area that is proposed for redevelopment is determined by the City and/or the CRA as worthy of being preserved, the CRA may, if they determine preservation is feasible, authorize funding necessary to move the structure to another location within or outside the redevelopment area.

Additionally, the CRA may fund relocation assistance on a case-by-case basis as may be necessary to carry out the Plan.

2 Note: TIF may not be utilized for recruitment activities it is constitutes a "promotional" or "marketing" activity.

3 Note: Limitation on relocation of buildings per AGO 2009-32.

Property Management and Maintenance

Property Management

The CRA may manage property in furtherance of the principals and themes of the plan either directly or indirectly through the employment of agents, employees, independent contractors, companies or other persons.

Landscape & Site Maintenance

The CRA undertakes projects, both future and past, that require maintenance once the project is completed and open to the public. The CRA may employ maintenance services either directly or indirectly through the employment of agents, employees, independent contractors, companies or other persons.

Public Improvements, Beautification & Infrastructure

The Plan identifies specific public improvement projects to be implemented. In addition, the CRA may undertake and fund, in cooperation with public and private partners, public infrastructure improvements throughout the Redevelopment Area. These projects are not designed to replace funding already allocated for capital improvements in the area but rather to augment them. Projects should be multifaceted, accomplishing several goals outlined in the prioritization criteria found within the Implementation section of the Plan. Projects may be authorized by the CRA on a project-by-project basis or pursuant to established program policies and guidelines.

Allowable improvements include the following:

- Streetscapes – including a combination of street improvements such as, paving, striping, curb & gutter, signalization, signage, street trees, landscaping, lighting and/or sidewalks.
- Pedestrian & bike improvements – such as sidewalks, crosswalks, trails, lighting, furnishings, bike racks, etc.
- Landscaping & hardscaping
- Parking improvements – provision for off-street parking, parking structures (public and private), parking lot improvements (landscaping, lighting, striping, paving); public parking facilities and public/private parking joint ventures.
- Open space, parks and public space enhancements – Including but not limited to, parks, plazas, passages, trails, boardwalks and recreation facilities.
- Transit – trolley, bus, bus rapid transit (BRT), ferry, water taxi, rail, etc. located within the district.
- Public Art – when in conjunction with broader development or infrastructure projects.
- Waterfront & bay improvements – bulkheads, docks, marina slips, boardwalks and promenades, erosion control, etc.
- Utility upgrades – Upgrades to water, gas, sanitary sewer, phone, data, electric and other utilities when in conjunction with or in furtherance of broader development or infrastructure projects.

- Overhead utility relocation – relocation of overhead utilities shall be coordinated with utility electric company, phone, cable and data providers and the City when in conjunction with or in furtherance of broader development or infrastructure projects.
- Storm water management – storm water treatment (bio-swales, rain gardens, BMPs), detention, retention and conveyance when in conjunction with broader development or infrastructure projects.
- Environmental improvements – hazardous material cleanup, bay water-quality improvements, erosion control, etc. in preparation for broader development or infrastructure projects.
- Signage – District identification, district gateway, wayfinding, etc. in conjunction with or in furtherance of broader development or infrastructure projects.

Dissemination of Information

The CRA may undertake efforts to inform the public and stakeholders of CRA efforts to remedy slum and blighted areas as well as those specific opportunities available under CRA programs. Information may be disseminated via a number of methods, including but not limited to print and electronic means.

Community Policing Innovations

The CRA may fund Community policing innovations, as defined under Chapter 163, Part III, Florida Statues, to target or deter criminal activity within a community redevelopment area.

Administration and Professional Consulting Services

The CRA is empowered to fund all operational, management and administrative activities of the Agency including, but not limited to, employees' salaries and benefits, equipment, supplies, software and vehicles.

The CRA is empowered to hire private consultants for expert and temporary services to carry out the Plan, including all planning and analysis activities necessary for implementation and decision making.

Not-for Profit Entity[4]

The CRA is empowered to create a not-for-profit entity to facilitate receipt of outside source funding for purposes of implementing the CRA Plan.

4 Note: The CRA may create a non-profit but may not use TIF funds for its creation.

INTRODUCTION TO THE WESTSIDE

The Westside CRA District extends from the former Baptist Hospital site, through several residential neighborhoods, including the historic Tanyard, and south to Superfund ACW site along Main Street. It includes several major high-traffic arterials, including Cervantes Street, Garden Street, and Barrancas Avenue. These high-traffic streets sometimes contrast the quieter, tree-lined streets that connect the neighborhoods. The Westside benefits from a series of beautiful parks and public spaces, including Legion Field, St. John's Cemetery, and the Fricker Community Center. Sanders Beach is a neighborhood bordering the southern edge of the CRA District boundary, which developed around a public park that was build on the waterfront in 1908; Sanders Beach is located just west of Joe Patti's Seafood and the soon-to-be-relocated Bell Steel plants on Main Street.

There are several strong organizations in the area that have been working to advocate for neighborhood improvements. Many of these issues relate to poorly maintained infrastructure, ongoing flooding issues, and the impact of high-traffic streets on the walkability in the Westside. Safe pedestrian paths and crossings are of particular concern on the routes to the Global Learning Academy and between the various community centers and play fields. While there has been significant investment in the recreational areas at Legion Field, opportunities remain to improve bike and pedestrian safety to these facilities.

Baptist Hospital Site

Theophalis May Neighborhood Resource Center

Cervantes Street

Neighborhood park

Cervantes Street and Barrancas Avenue, the two primary traffic corridors, present certain challenges related to taming traffic, yet they also offer opportunities for future redevelopment that can complement the residential neighborhoods. A number of ethnic businesses and restaurants currently exist in this area. This has added to the vibrancy of the area and provided access to much-needed fresh food. Residents also expressed a desire for a full-service grocery store in closer proximity. While there are some long-standing businesses along W Cervantes Street, there are also a series of vacant buildings and lots, which make the environment challenging for reinvestment. Opportunities exist to support long-term business owners while also creating the conditions for additional investment. Barrancas Avenue, while also a major traffic corridor, has started to see some eclectic commercial infill, including restaurants and a brewery.

Lastly, there are parts of the Westside that were prior industrial sites and now present redevelopment opportunities. Future investment should consider how best to connect these sites to the rest of the neighborhood, and how to encourage uses that complement the neighborhood and provide services or amenities that may not exist.

St. John's Historic Cemetery

Redevelopment opportunity

HOW TO USE THIS CRA PLAN

PLAN ORGANIZATION

The Westside CRA Plan Update is one of three parallel plan updates for each of the CRA Districts. Some high-level goals and policies overlap more than one district, but each Plan Update is tailored to specifically target the visions, opportunities, and implementation goals of the community in each district. Each Plan Update is structurally aligned for ease of use by the CRA throughout the implementation of these plans.

Introduction
This chapter provides an overview of the CRA's role and responsibilities specific to the Westside. Also described is the alignment of the CRA Plan Updates with the city's 10-year strategic plan, Strive to Thrive: Pensacola 2035.

Planning Process
This chapter summarizes the robust community engagement process conducted by the CRA and the consultant team. Overall summaries of community feedback can be found in this chapter, with more detailed inventory of community feedback for reference in the Appendix.

Analysis
This chapter contains detailed analysis of the demographics, market potential, physical conditions, political boundaries, and transportation systems specific to the Westside CRA District.

Recommendations
This chapter contains an index of all policy, program, and project recommendations that are either new or updated from past plans, categorized by the following topics:

- Land Use, Zoning, and Special District
- Economic Development
- Neighborhood Development
- Housing
- Transportation, Streets, and Parking
- Open Space and Community Amenities

This chapter also includes a selection of Special Demonstration Projects, which serve to illustrate the potential impact of the implementation of collections of recommendations. These pages are intended to be "one-stop-shops" for potential actionable initiatives, but do not require exact conformity and do not represent the entirety of potential impactful projects for the district.

Impacts and Projections
This chapter describes the impact of recommendations on neighborhoods, provides a preliminary list of priority projects, and TIF revenue projections.

Appendices
The appendices provide detailed background and studies that were produced or collected throughout the process and informed the recommendations, including:

- Summary of Step 1 Engagement
- Summary of Step 2 Engagement
- Demographics and Market Analysis
- CRA Funding Resources
- Sidewalk Prioritization
- Micromobility Area Map
- Cost and Impact Countermeasures
- Transportation Analysis

Vision Statement from the Strategic Plan

ALIGNMENT WITH THE STRATEGIC PLAN

Strive to Thrive, Pensacola's 2035 Strategic Plan, is intended to create consensus around a shared community vision and build a strategic foundation to build towards this vision. The Strategic Plan is a summary of the needs and opportunities of the entire City of Pensacola and provides recommendations for a variety of initiatives that particular city departments (i.e. Mayor's Office, City of Pensacola Public Works & Engineering Department, Housing Department, Sustainability & Resiliency Department, etc.) could lead in order to achieve these goals city-wide.

The City's strategic plan is a tool to guide city government's decision-making and ensure that strategic initiatives add up to achieve the broader goals and values of the Pensacola community. The City's community redevelopment plans align with the strategic plan and identify specific projects and activities authorized for the expenditure of Tax Incremental Financing (TIF) within the Urban Core, Westside and Eastside districts. The redevelopment plans are statutorily required for the expenditure of TIF funding under Chapter 163, Part III, Florida Statutes.

STRATEGIC PLAN

Eight goals were developed through this extensive engagement and analysis process that will guide priorities in Pensacola over the next 10 years:

- Attainable Housing for All Income Levels
- Support for Youth Experiences
- More Walkable, Mixed-Use Districts
- Thriving Innovation and Businesses
- Safe Streets for All Mobilities
- Resilient Waterfront and Neighborhoods
- Public Spaces that Connect Communities
- Neighborhoods that Celebrate Culture and Honor Legacy

PLANNING PROCESS

OVERALL PROCESS

PROCESS OVERVIEW

The process to develop this plan began in 2023 and builds on the past plans for the Westside and an extensive engagement process with residents and stakeholders. A rigorous step-by-step process was followed, incorporating multiple rounds of community engagement to guide the development of the recommendations. The process for the Westside CRA Plan ran concurrently with the plans for the Urban Core and the Eastside, with dedicated opportunities for residents of each local area to provide input and feedback on the plan initiatives for each specific area. Below is a summary of the engagement that took place:

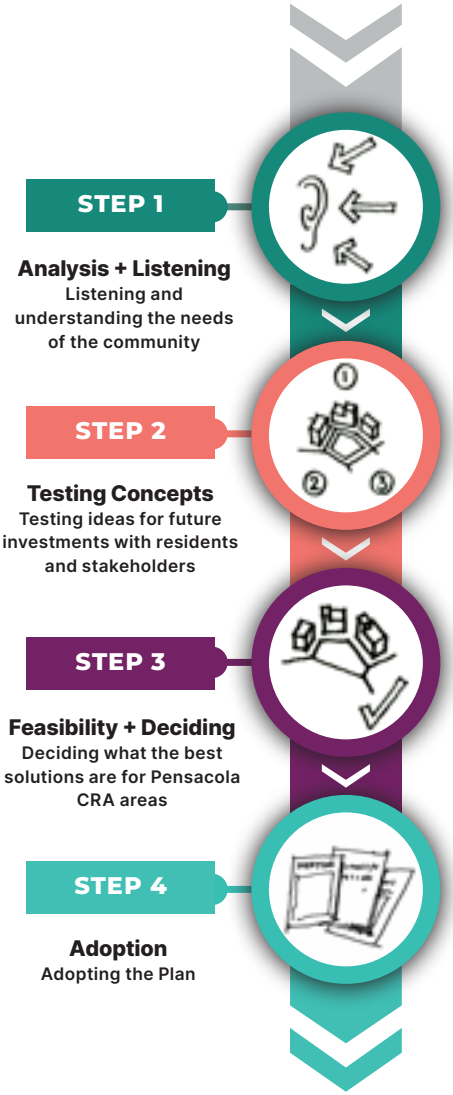
- Over 900 comments received from more than 270 participants at the community meetings;
- Over 200 comments from pop-up neighborhood workshops;
- Over 750 comments from 213 contributors on the interactive map.

Step 1: Analysis + Listening

The first step in this process involved meeting with community members, local business owners, and stakeholders to understand strengths and challenges and to receive suggestions about neighborhood improvements. In addition to reviewing existing plans and studies, this step also included:

- Listening Workshop #1 (May 28th-31st) — included stakeholder meetings;
- Online Interactive Map (May 28th-August 23rd) — to gather input from the public;
- Virtual Workshop (June);
- Neighborhood Association Luncheon (July 22nd);
- Vibe & Conversation — Belmont-DeVilliers (July 23rd);
- Cobb Center Summer Kids Camp Pop-Up (August 1st);
- Cobb Center Senior Bingo (August 2nd);
- Fricker Center Summer Kids Camp Pop-Up (August 5th);
- Coffee Conversation — Pensacola Library (August 7);
- Fricker Center Senior Bingo (August 9th);
- Pizza & Conversations — Lost Pizza (August 12th);
- Environmental & Waterways, Parks & Amenities, and Developers Virtual Meeting – (August 14th).

Listening Workshop #1



Step 2: Testing Concepts

During this step, the team held a planning workshop to test concepts for priority projects in the neighborhood, such as housing and retail, and street and park improvements. Opportunities for feedback included:

- Four-day Testing Workshop (in-person);
- Digital surveys after Steps 1 and 2;
- Meeting with Sanders Beach Neighborhood regarding ACW site.

Step 3: Feasibility & Deciding

This step entailed reviewing what we learned from the Testing Workshop and subsequent survey, and documenting the preferred plan for the Westside, including:

- Draft Plan Development;
- Two-day Implementation Workshop to get input on the Draft Plan.

Step 4: Adoption

The final steps of this process include:

- March – presentation to the CRA & recommendation from the Westside redevelopment board;
- April – approval by the CRA;
- May – consistency review with the compilation plan by Planning Board;
- June – adoption by City Council.

Testing Workshop

COMMUNITY ENGAGEMENT STRATEGIES

This CRA Plan Update is anchored in the input received from Pensacola residents about what investments are most crucial in the Westside.

In order to maximize opportunities for participation, the team held multiple in-person and virtual events throughout the process. The CRA team also hosted additional engagement events (see Appendix) to meet people at existing gatherings and places of business. It was important to listen to residents about the existing conditions and key issues to address, while also establishing feedback loops to evaluate potential project ideas and opportunities for investment.

Ongoing communication was a core principle of this process. A CRA Plan website was established at the outset, and the following tools were used to keep participants up to date on the process:

- Regular website updates;
- Sign up via the website;
- Email updates to those that signed up on website, or at an in-person meeting;
- Digital surveys after each step of the process;
- Social media updates via Instagram and Facebook.

STAKEHOLDER GROUPS

- Workforce
- Housing
- Environment & Waterways
- Parks & Open Space
- Arts & Culture
- Neighborhood Associations
- Transportation
- Community Support organizations

WHAT WE HEARD

STEP 1: LISTENING

A core part of Step 1 was hearing from current residents & stakeholders to understand the needs of the neighborhood and current priorities. This step included a three-day Listening Workshop, stakeholder meetings, and the launch of an interactive map to understand existing strengths and challenges, and gather an understanding of where the CRA should invest in the future. The appendix includes a full list of engagement touch points in this step of the process.

The Listening Workshop #1 which took place May 28th-31st included a series of public meetings and stakeholder meetings to gather input on the following topics:

- Strengths, Weaknesses, Opportunities — to understand the best places, problem areas, and where people would like to see something happen.
- Parks, Amenities, & Retail Destinations — to identify the places people visit most often.
- Transportation & Stormwater — to understand how people get around, identify problem streets, and areas that flood.

ENGAGEMENT TOUCH POINTS

LISTENING WORKSHOP
May 28th (at Sanders Beach-Corinne Jones Resource Center)

STAKEHOLDER MEETINGS
51 organizations participated across 9 stakeholder groups

INTERACTIVE MAP
Over 750 comments from 213 contributors

Listening Workshop #1

The following is a summary of what we learned during this step and the factors that informed the recommendations in the CRA Plan.

Strengths to Build On

- Wide variety of restaurants and shopping available;
- St. John's Cemetery — historic, beautiful, and great for walking;
- Existing parks with amenities like the dog park and splash pad;
- Community spaces such as Fricker and the library;
- Existing old oak trees that provide shade and character;
- Institutions like the Music Makers Hall of Fame.

Major Concerns

- Vacant/rundown buildings and lots make the area feel unsafe and detract from the existing character;
- Lack of well maintained and connected sidewalks;
- Lack of safe crosswalks, especially around schools;
- Poorly maintained infrastructure cannot handle drainage; ongoing flooding issues;
- Newer development does not fit in with the existing neighborhood scale and character;
- Lack of an affordable grocery store in close proximity;
- Trash and littering in public areas.

Opportunities for Investment

- Develop a performing arts center with existing arts organizations;
- More retail and restaurants, and an accessible grocery store;
- Demolish the vacant Baptist Hospital buildings and create a mixed-use development that caters to the community's needs;
- Build affordable housing in a variety of building types;
- Well-maintained park space that offers different amenities for all ages; expand programming opportunities at existing community centers;
- Improved flood mitigation;
- Explore converting rails to trails, and create a safe, beautiful, and shaded pedestrian/bike connections;
- Redesign some traffic intersections as landscaped roundabouts.

Local Businesses

St. John's Cemetery Entrance

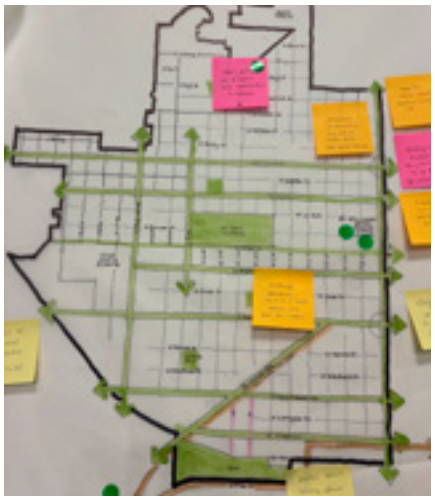
STEP 2: TESTING CONCEPTS

Based on what we learned in Step 1, the team tested ideas for potential projects in the Westside which included:

- Street design improvements to Cervantes Street to support infill development along the corridor, calm traffic, and increase walkability along the corridor;
- Explore the redevelopment of the Gibson School site for housing, potential grocery store, and public space;
- Explore the redevelopment of the Baptist Hospital site;
- Improvements to Barrancas Avenue to accommodate a shared-use path and enhance pedestrian and bike connectivity;
- Connect new multi-use path to the Sun Trail along the waterfront;
- Intersection improvements to improve safety near schools and community amenities;
- Explore how to create gateways into the district.

STEPS 3 & 4: FINALIZING THE PLAN

The final steps of the process included refining the project ideas to prioritize investment in the neighborhood. The final plan reflects input from residents regarding the most impactful opportunities for improvement.



Testing Workshop

Developer Feedback: Important Factors

Placemaking and Amenities

- Well-maintained streets & sidewalks are attractive
- Open spaces nearby add a boost
- Near other developments (residential, commercial, mixed) is attractive
- Perception of safety is attractive

Economic and Job Hubs

- Clustering of high(er) paying jobs is attractive
- Resident today have mixed perceptions about economic growth accelerating
- Desire for proximity to or inclusion of jobs/ business/ entrepreneurship / workforce training opportunities

Infrastructure

- Attracted to sites where the City takes on stormwater retention responsibility
- For now, high flood risk areas are avoided due to cost/risk
- Need for additional transit access

Land Availability

- City facilitating the availability of public land (via parcel cost or assembly) is attractive, as a means to support private development moving forward
- Project on other types of land (churches, etc.) with zoning changes is attractive
- Proposed projects on privately-owned land will be more expensive to develop

Parking

- Existing minimum parking requirements are viewed as a cost challenge that could be reduced

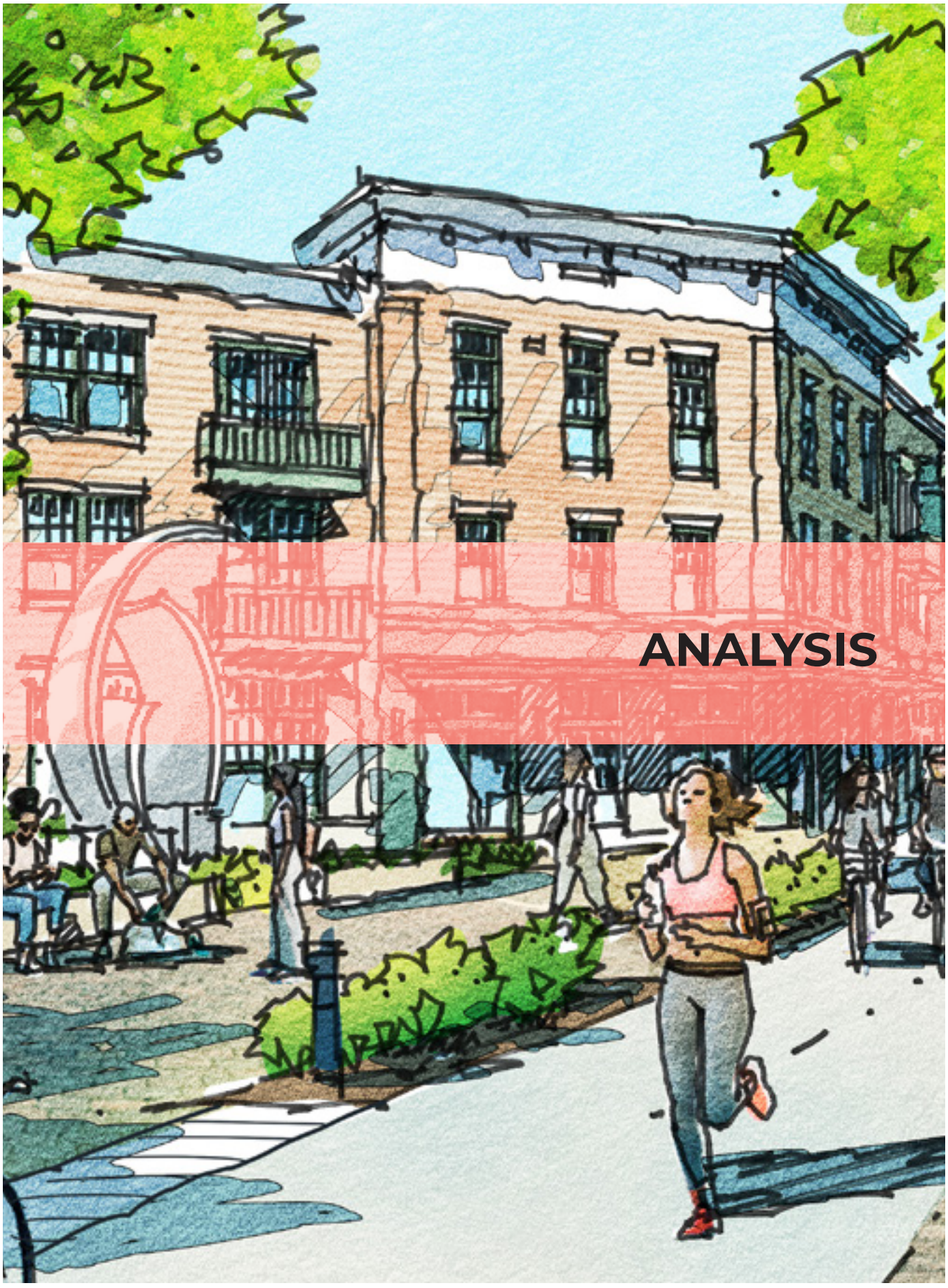
Funding

- Investors and developers from outside of the region tend to be less risk averse, but need a compelling vision and project opportunities to attract them

Permitting

- Projects that can easily obtain permits are more attractive

Developer feedback from stakeholder meeting



ANALYSIS

DEMOGRAPHICS AND MARKET ANALYSIS SUMMARY

Analyzing the existing demographics and market conditions of the CRA Districts was an essential step, laying the foundation for effective recommendations for policies, programs, and projects. This analysis was conducted across all three CRA Districts simultaneously, but also narrowed in on each district to identify specific conditions per district.

The intent of this analysis was to:

- Analyze demographics of each CRA District;
- Identify primary community stressors;
- Identify opportunities in the market;
- Determine the potential impacts of development in each district in order to prevent the displacement of residents and businesses;
- Provide priorities for designers and policymakers to make positive impacts and avoid negative impacts on the community.

DEMOGRAPHICS AND SOCIOECONOMICS

Resident Demographics

The Metropolitan statistical area (MSA) where Pensacola sits has a steadily growing population (1.1% annual average growth rate from 2020 to 2024, similar to the state's overall trend at 1.3% per year in the same period). The MSA's population is younger than the state's overall (40.3 vs 43.5 in median age), an asset that the City leverages for job creation and economic development.

In the Westside CRA District specifically, as of 2024, there are over 6,000 residents residing in the District, with a population density (3,419 per square mile) significantly higher than the city (2,375 per square mile) and the MSA (320 per square mile). The District's population has been stable with slight decline (-0.2% annual average growth rate from 2020 to 2024), and the median age is 2 years older than that in the MSA (42.1 vs 40.3).

Income and Affordability

At the regional level, Pensacola MSA's median household income is on par with and slightly higher than the state's ($76k vs $75k), while the MSA's median home prices tend to be lower than the state average ($331k vs $392k). Hence the MSA has a much higher affordability index, which takes into consideration both price and income factors, than the state (93 vs 75). Housing affordability index, developed by ESRI Business Analyst based on Census data, indicates the relative affordability of a place; an index greater than 100 suggests homes are easily afforded by the average area resident, and an index less than 100 suggests that homes are less affordable. In terms of poverty, the city's and the MSA's poverty rates are on par with the state's level (all around 12%-14%).

Statistic	State	MSA	County	City	Eastside	Westside	Urban Core
Resident Demographics							
Population (2024)	22,779,514	534,840	329,878	54,094	1,269	6,192	3,825
Density (population per square mile) (2024)	425	320	502	2,375	3,165	3,419	1,935
Annual average population growth rate (2000-2020)	1.3%	1.1%	0.5%	-0.2%	0.1%	-0.2%	0.6%
Median age (2024)	43.5	40.3	39.9	43.5	37.5	42.1	46.8
Income and Affordability							
Median home value (2024)	$391,816	$300,875	$303,143	$354,287	$267,157	$208,696	$505,696
Median household income (2024)	$74,715	$75,688	$64,816	$69,067	$37,906	$26,158	$71,036
Percentage of households below the poverty level (2022)	13%	12%	14%	14%	25%	38%	11%
Vacancy rate (2022)	13%	12%	13%	11%	21%	15%	24%
ESRI Housing Affordability Index (2024)	75	93	87	79	58	51	57
Percentage of owner-occupied housing (2024)	66%	69%	64%	61%	54%	37%	54%
Jobs, Businesses, and Employment							
Total businesses (2024)	1,073,557	18,933	13,451	4,804	65	463	1,658
Total employees (2024)	9,448,528	229,861	186,682	58,160	649	6,475	19,450
Average annual employment growth rate (2010-2022)	2.2%	0.4%	0.2%	-0.2%	-0.4%	1.6%	0.5%
Average size of business (employees per business) (2024)	9	12	14	12	10	14	12
Share of population age 25+ with bachelor's degree of higher (2024)	35%	32%	31%	43%	32%	20%	50%

Data source: ESRI Business Analyst; American Community Survey

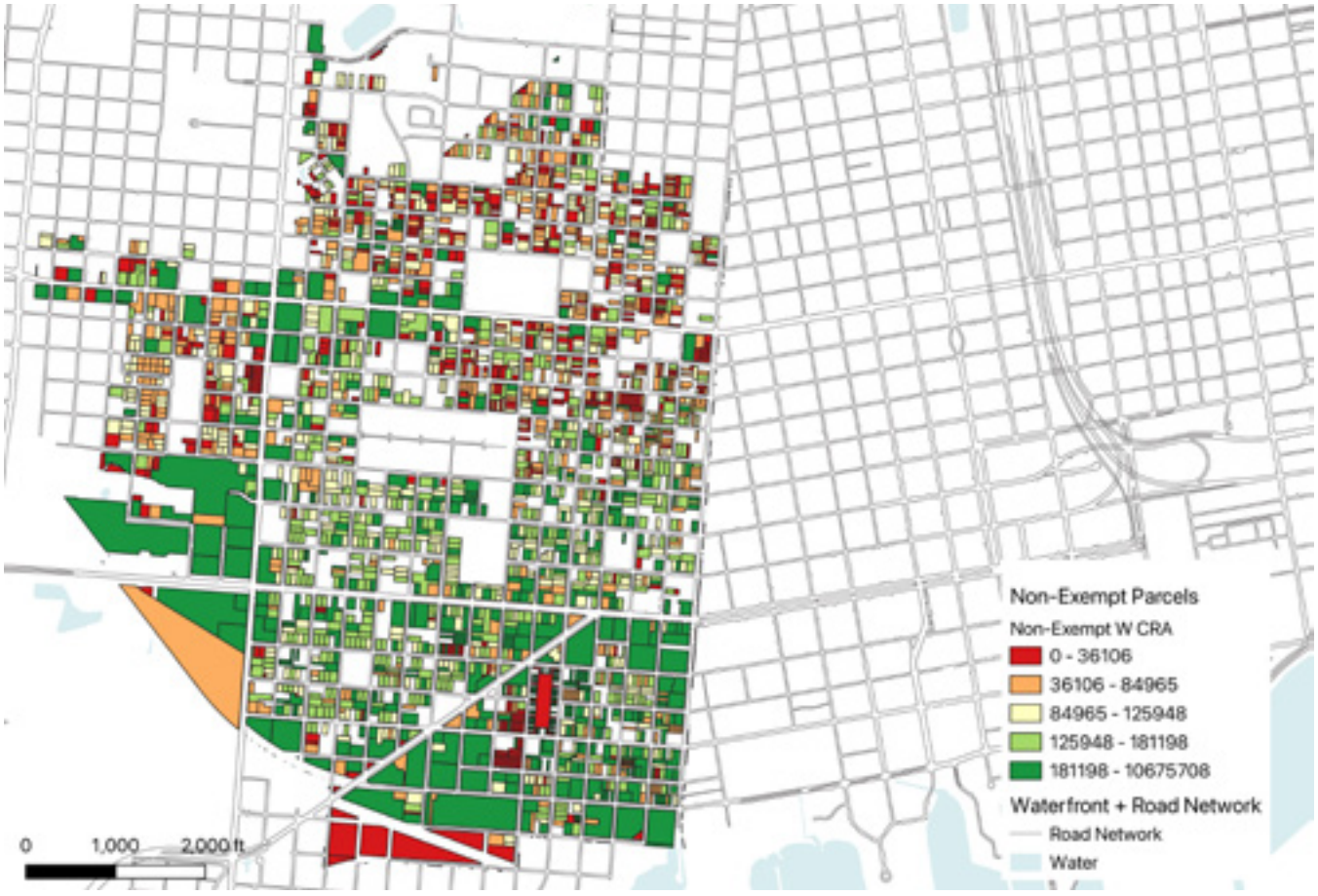
In the Westside CRA District specifically, as of 2024, the homeownership rate is significantly lower than the MSA (37% vs 69%). The District's median home price is lower than the MSA ($208k vs $331k), but so is its median household income ($26k vs $76k). Therefore, the affordability index in the District is lower than that in the MSA (51 vs 93), pointing to the need for both increased income and attainable housing. The poverty rate in this district (38%) is significantly higher than the city average (14%), hence residents in this area might be particularly vulnerable to major market fluctuations.

Jobs, Business, and Employment

In the region, the military has been a major employment driver, together with key sectors such as professional services, education, healthcare, tourism, and public administration. The city is a job hub in the area, with an employee to resident ratio of 1.1 to 1 (compared to the 0.4 to 1 ratio in the MSA). In terms of job growth, the MSA and the city have seen relatively stagnant growth (0.4% and -0.2% on average per year since 2010) compared to the state (2.2%). In terms of residents' access to jobs, the city has a higher educational attainment than the MSA, measured by the share of population above 25 years old with a Bachelor's degree or higher (43% vs 32%).

In the Westside CRA District specifically, as of 2024, the area has an employee to resident ratio of 1 to 1, on par with the city. The job growth rate here is higher than the city and the region, at 1.6% per year on average since 2010. The educational attainment of residents in the District tends to be significantly lower than that in the city as a whole (20% of District residents above 25 years old have a Bachelor's degree or higher, compared to the city's 43%). The District's median income is significantly lower than the city median ($26k vs $69k), indicating a need for greater access to upskilling and quality job opportunities.

All these statistics and more are further detailed in the Appendix.



Assessed Property Value by Parcel (2024)

REAL ESTATE MARKET

Housing Market

Compared to the MSA, the city has a slightly lower share of single-family homes in the total housing market (73% vs 80%), and a higher share of small-sized multi-unit housing (11% vs 7%); the shares of larger structures are similar at the city and the MSA levels (both around 5%-6%). The city's pace of building new housing, however, is slower than the MSA, as 6% of the city's housing stock was built in 2010 or later, whereas the statistic in the MSA is 13%. The city's vacancy rate is on par with the MSA's (11%-12%). In terms of price, the median home value in the city is slightly higher than the MSA ($354k vs $330k), while median rent in the city is lower than that in the MSA ($1,144 vs $1,260).

In the Westside CRA District, a higher share of the housing stock is in multi-family buildings; housing with more than 50 units provides 13% of total units in the district (compared to 5% in the MSA). 11% of the total housing in the district was built after 2010, higher than the city (6%) and just slightly lower than the MSA (13%). Vacancy rate is slightly higher than the city average (15% vs 11%), and median home value ($209k) and median rent ($620) are both significantly lower than the city medians.

Commercial Market

The city has a high concentration of office, retail and hospitality assets in the region, with the city's commercial space (measured by SF or unit) to population ratios being 7 times as high as those in the MSA and state. For office, the city's current vacancy rate (2%), on par with the MSA's level (3%), is significantly lower than the state's (8%); new construction and absorption activities in the city have been relatively low. For retail, vacancy rates at the city, MSA and state levels are similar (all around 3%); there is currently more new retail under construction in the city than new office construction. In the hospitality sector, the city's current occupancy rate (62%) is on par with the state's (63%), both slightly lower than the state average (70%); there are several new hotel developments under construction or in the pipeline within the city.

The Westside CRA District has approximately 511,000 square feet of office spaces (with 0 reported vacancy) and 595,000 square feet of retail spaces (with 2% vacancy). There is a potential need for commercial spaces that suit neighborhood character and can help grow local small businesses.

Property Value Analysis

The data for this analysis was obtained from the City and included a comprehensive list of assessed parcels within each Community Redevelopment Area (CRA). To ensure an accurate representation of taxable properties, all parcels with a noted exemption status or public ownership were removed from the dataset. This filtering process allowed for a focused analysis of non-exempt parcels, providing a clearer picture of the assessed property values within each CRA.

Statistic	State	MSA	County	City	Eastside	Westside	Urban Core
Housing Market							
Total Housing Units (2022)	9,075,148	206,688	136,891	27,066	761	3,253	1,983
Share, 1-2 units per building (2022)	67%	80%	76%	73%	84%	59%	65%
Share, 3-9 units per building (2022)	10%	7%	9%	11%	11%	13%	7%
Share, 10-50 units per building (2022)	12%	5%	7%	6%	0%	7%	10%
Share, 50+ units per building (2022)	9%	5%	5%	6%	0%	13%	12%
Median year built (2022)	1987	1988	1983	1972	1955	1965	1966
Share, units built after 2010	11%	13%	10%	6%	8%	11%	11%
Vacancy rate, all housing (2022)	16%	12%	13%	11%	21%	15%	24%
Median home value (2024)	$391,816	$330,875	$303,143	$354,287	$267,157	$208,696	$500,696
Median rent (2024)	$1,580	$1,260	$1,203	$1,144	$841	$620	$1,736
Commercial Market							
Office, inventory in square feet (2025)	780,000,000	17,700,000	15,800,000	15,400,000	21,500	511,000	4,100,000
Office, vacancy (2025)	8%	3%	2%	2%	0%	0%	2%
Office, under construction in square feet (2025)	5,300,000	5000	0	0	0	0	0
Retail, inventory in square feet (2025)	1,300,000,000	32,500,000	23,900,000	22,600,000	131,000	595,000	1,400,000
Retail, vacancy (2025)	3%	3%	3%	3%	1%	2%	3%
Retail, under construction in square feet (2025)	6,400,000	153,000	153,000	153,000	0	0	0
Hospitality, inventory in rooms (2025)	508,244	9,892	8,783	7,115	N/A	26	795
Hospitality, occupancy rate (2025)	70%	63%	63%	62%	N/A	51%	69%
Hospitality, under construction in rooms (2025)	16,976	200	98	98	N/A	0	0

Data source: ESRI Business Analyst; American Community Survey; CoStar

The Westside CRA has a total assessed value of $387 million across 2,551 non-exempt parcels. The average assessed value is $152k. The highest-valued property is assessed at $11 million, indicating the presence of some high-value and large-size properties. Many of the lowest property values are scattered toward the north and around Cervantes Street.

Kindel Media

MARKET OPPORTUNITIES

Based on the assessment of the regional and local socioeconomic and market conditions, the following potential strategies are identified to further drive the city's economic development efforts:

- **Public realm strategy:** Induce and organize private development with investments in parks, open spaces, high-quality streets and sidewalks, and amenities. In the planning and implementation strategy, be mindful of gentrification and displacement risks.
- **Strategic development sites**: Identify shovel-ready development and/or adaptive reuse sites as demonstration projects. Attract private investments with streamlined site assemblage and community-supported visions.
- **Incentives:** Motivate private investments where ROI is currently too low relative to competition from other regions. Consider the following when designing and implementing potential incentive programs:

1. Tie the applicants' qualifying criteria to KPIs aligned with key policy goals and the City's Strategic Plan;
2. Conduct cost-benefit analysis to determine the programs' fiscal impact;
3. Consider a broad array of incentive tools - in addition to fiscal tools, consider zoning policies, land contribution, and permitting and regulatory relief as part of the toolkit;
4. Consider a phased approach to test the programs in specific high-priority areas before expanding their application;
5. Consider combine guidance on community benefits agreement with incentive design to ensure fairness and preempt gentrification concerns;
6. Leverage state and federal programs to maximize the impact of local programs.

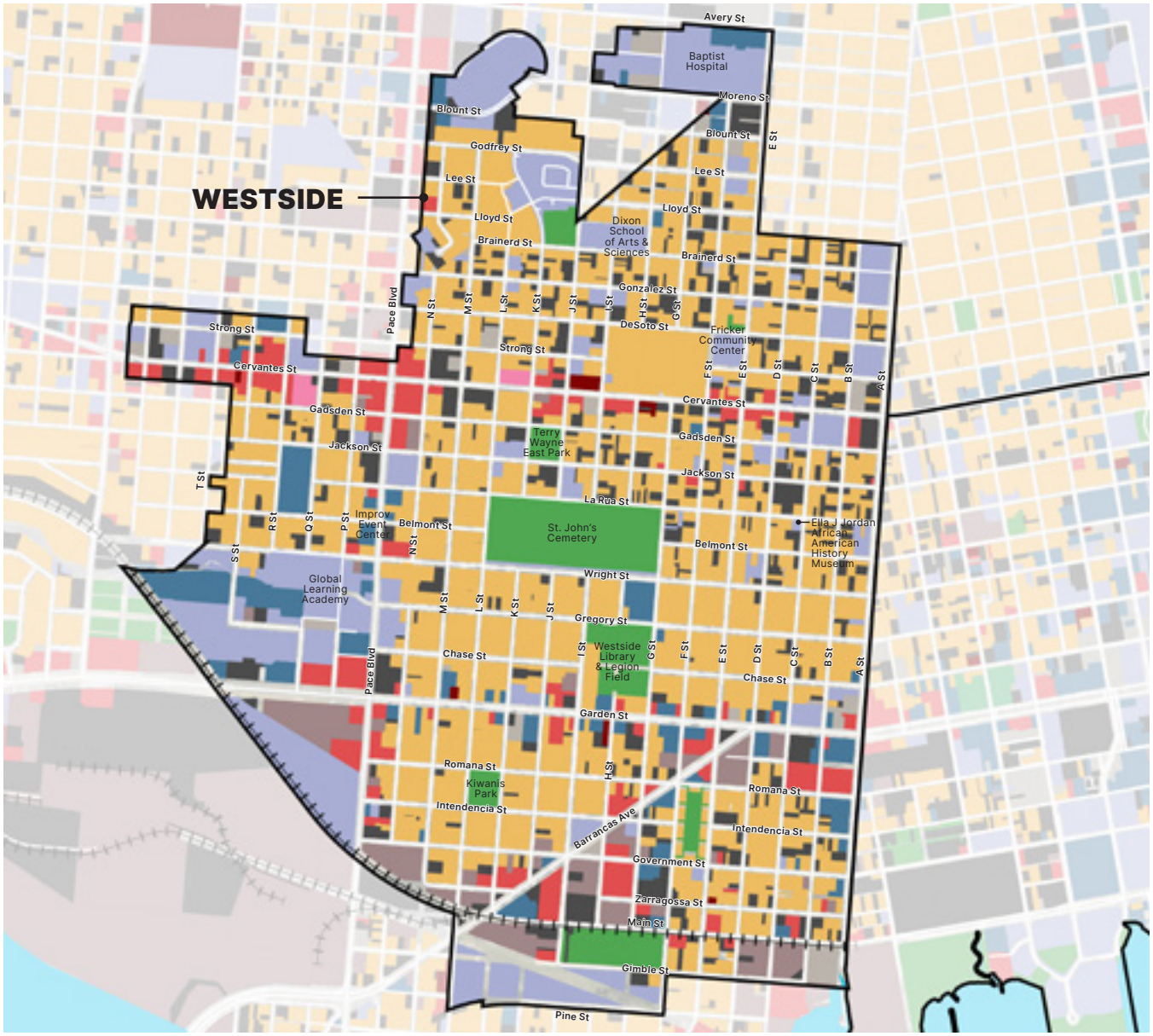
- **Economic opportunities and wellbeing**: Continue to leverage workforce training partnerships as well as education programs to prepare residents for high-quality careers and attract businesses. Uplift residents with access to fresh food, health, and social services. Improve the perception of public safety. These improvements also help attract further private investments.

PHYSICAL PATTERNS

Mapping patterns during the workshop helps reveal objective conditions and prove residents' anecdotal experiences

PATTERN ANALYSIS OVERVIEW

The following series of diagrams is intended to reveal key characteristics and opportunities about the community by isolating both physical and zoning elements such as land use designations, street typologies, open space amenities, vacancies, distinct classifications, and more. Identifying patterns through these standardized analytical plan diagrams helps to target specific community place-based needs and opportunities.

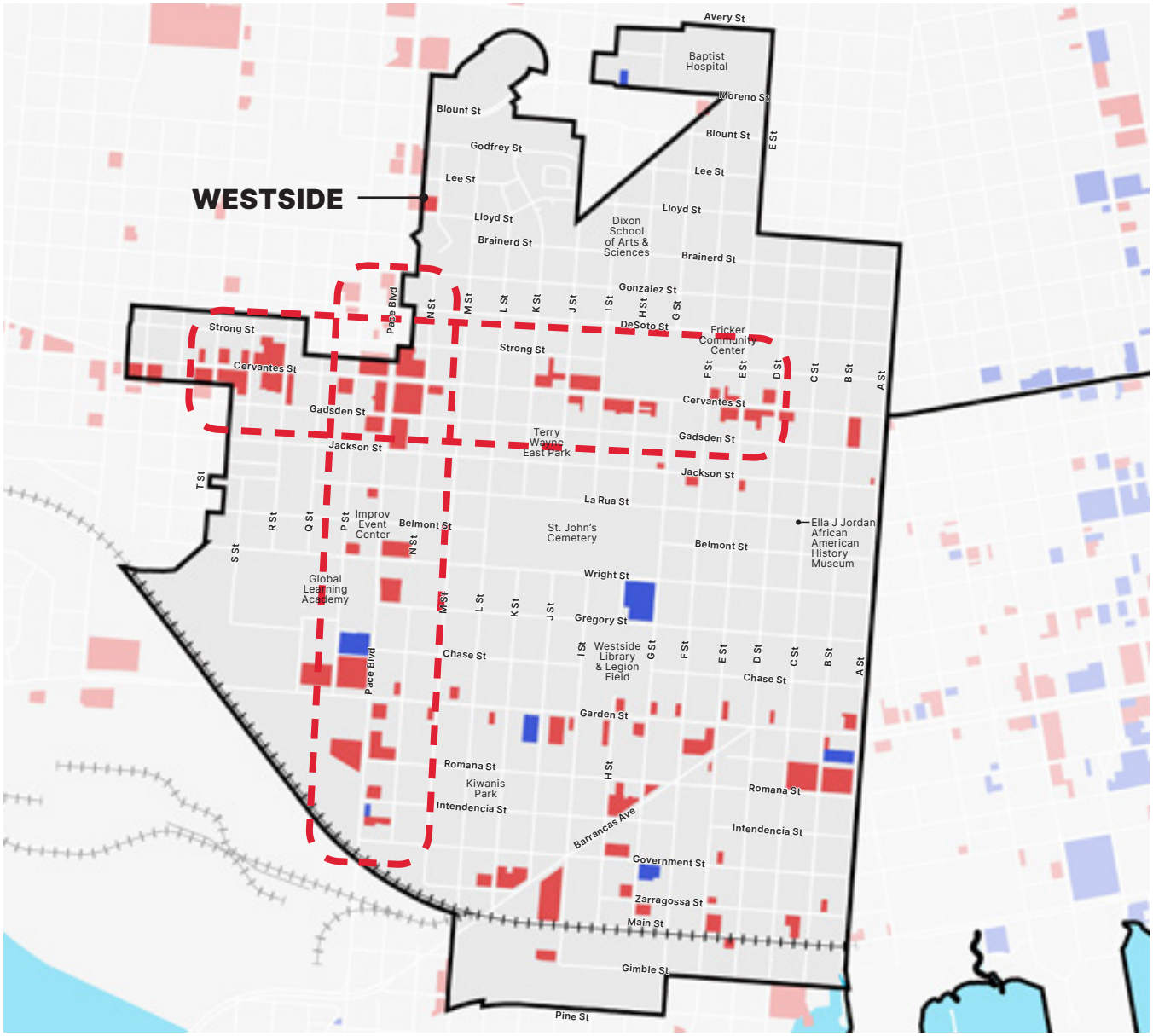


EXISTING LAND USES

The Westside is predominantly residential; however, the district also includes extensive commercial corridors along Cervantes Street, Pace Boulevard, Barrancas Avenue, and Garden Street. Industrial uses are located along Barrancas Avenue and W Main Street. Former industrial sites present opportunities for remediation and redevelopment.

Open Space	4.21%
Hotel/Lodging	0.22%
Residential	34.43%
Institutional	7.68%
Industrial	9.94%
Retail/Commercial	3.11%
Office	4.46%
Mixed-Use	0.24%
Parking Lots	1.43%
Vacant	12.76%
Public Rights-of-Way	21.52%
Water	—

Map created using ESRI GIS Data from City of Pensacola, January 2024

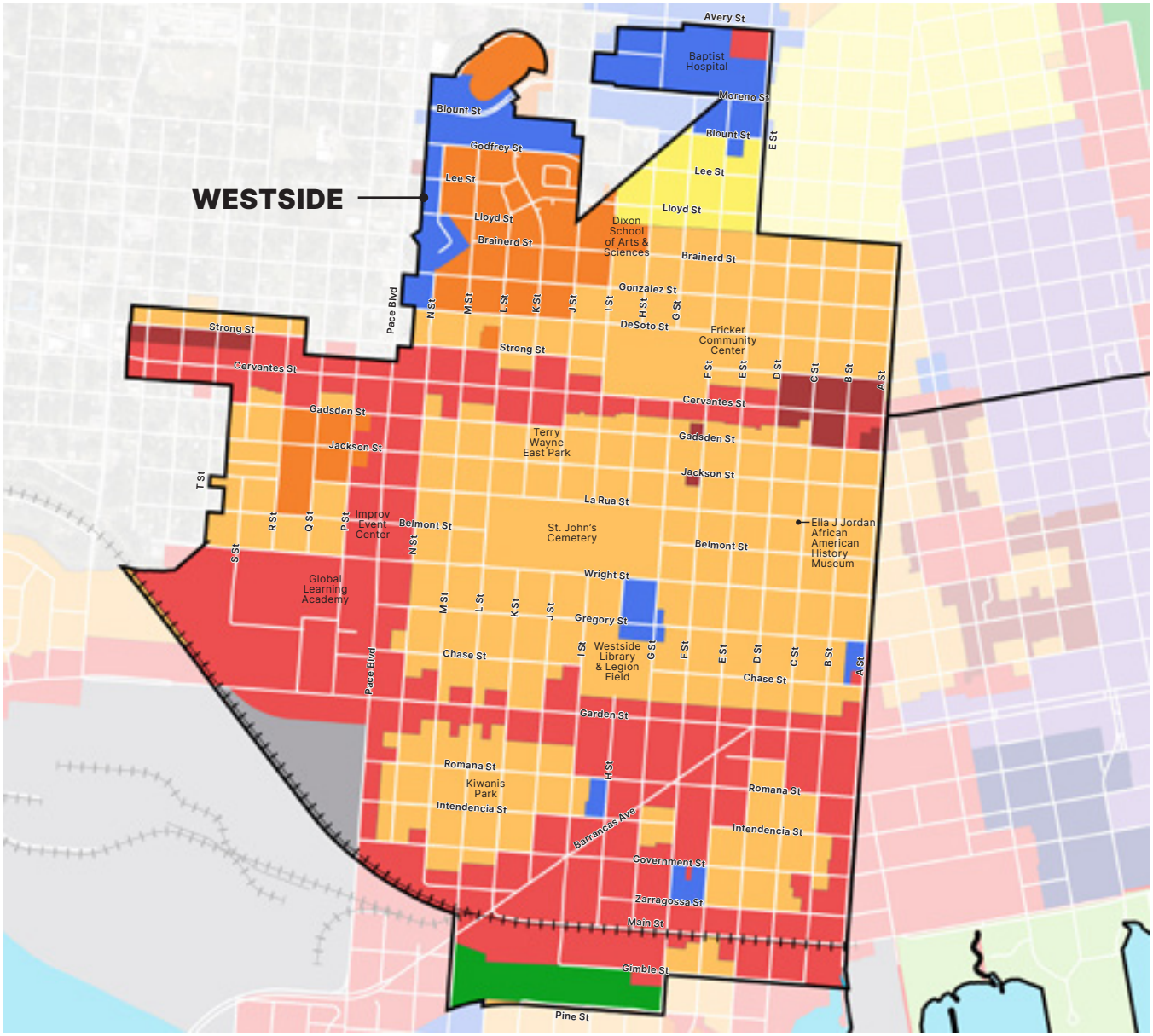


COMMERCIAL & RETAIL USES

The Westside commercial corridors are located along Cervantes Street, Pace Boulevard, Barrancas Avenue, and Garden Street. Retail in the Westside is more auto-oriented and less walkable than other districts, in part due to the fractured sidewalk network, scale of roadways, and the development patterns.

- Retail/Commercial Use
- Commercial Office Use
- Commercial Centers

Map created using ESRI GIS Data from City of Pensacola, January 2024

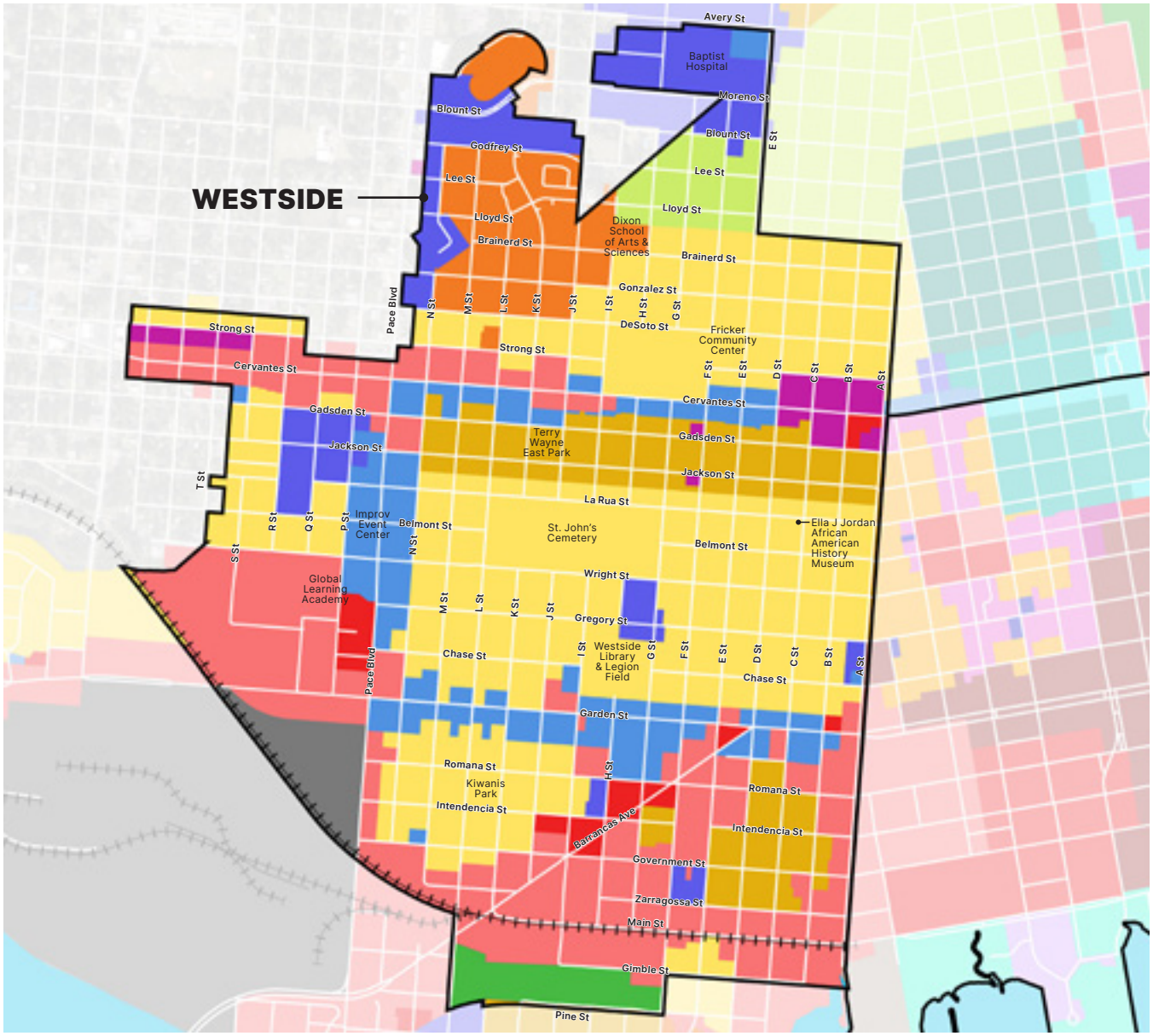


FUTURE LAND USE

The City of Pensacola Land Development Code (LDC) establishes the intended future land uses for districts and parcels. The City is currently in the process of revising the LDC, and the map above may change with future updates. The full range of future land use categories are listed to the right.

- Conservation Land Use (CO)
- Low-Density Residential Land Use (LDR)
- Medium-Density Residential Land Use (MDR)
- High-Density Residential Land Use (HDR)
- Office Land Use (O)
- Residential/Neighborhood Commercial Land Use (RNC)
- Commercial Land Use (C)
- Industrial Land Use (ID)
- Historic and Preservation Land Use (HP)
- Redevelopment Land Use (R)
- Business (B)
- Interstate Corridor (IC)

Map created using ESRI GIS Data from City of Pensacola, January 2024

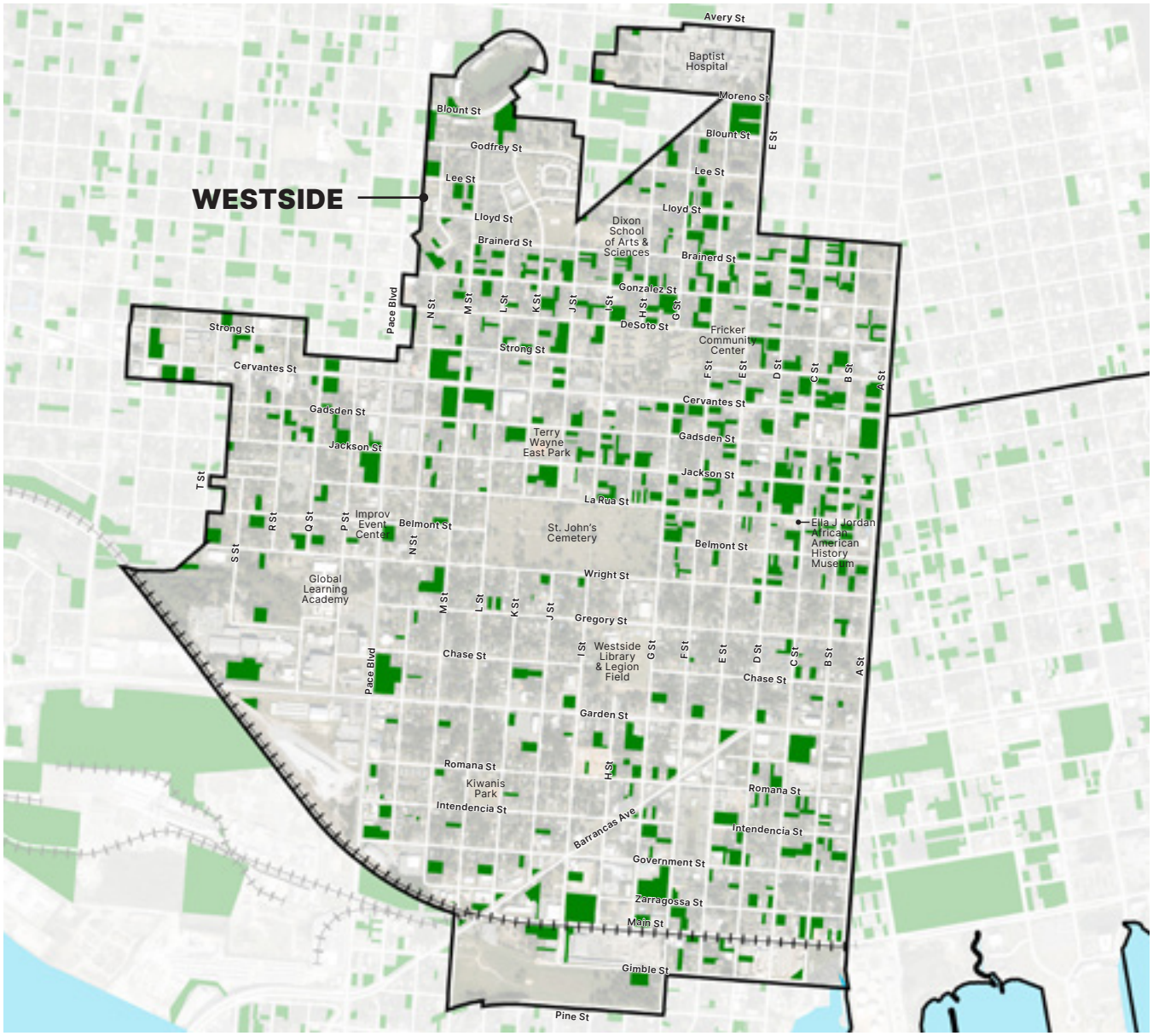


ZONING

A large area of the Westside is zoned low-density residential. Several blocks on the northern side are zoned for Multiple Family. The two main road corridors and the area along the rail line combine a variety of commercial zoning classifications.

- Commercial (C-2)
- Commercial (C-3)
- Conservation
- Heavy Industrial
- Multiple Family
- One and two family (R-1A)
- One and two family (R-1AA)
- Residential/Neighborhood Commercial
- Residential/Office
- Retail Commercial (C-1)
- Single Family (R-1AAA)

Map created using ESRI GIS Data from City of Pensacola, January 2024

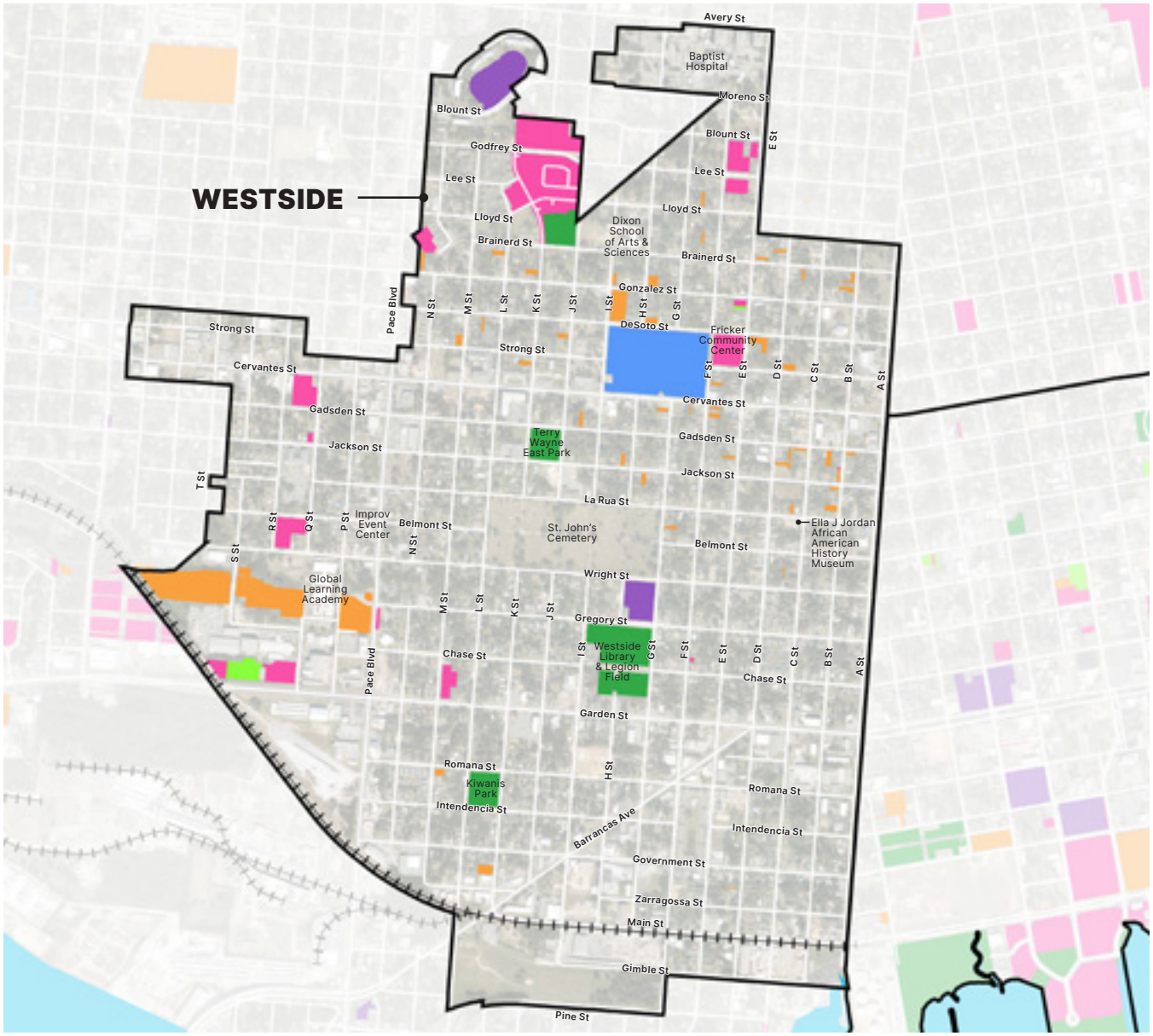


Vacant Lots

VACANCY

Approximately thirteen percent of the Westside CRA District is vacant. These are unoccupied lots that are not being used for their intended purpose. A large number of these vacancies are smaller, single-family lots within an existing residential neighborhood. The larger vacant lots are concentrated along Cervantes Street and the rail line.

Map created using ESRI GIS Data from City of Pensacola, January 2024

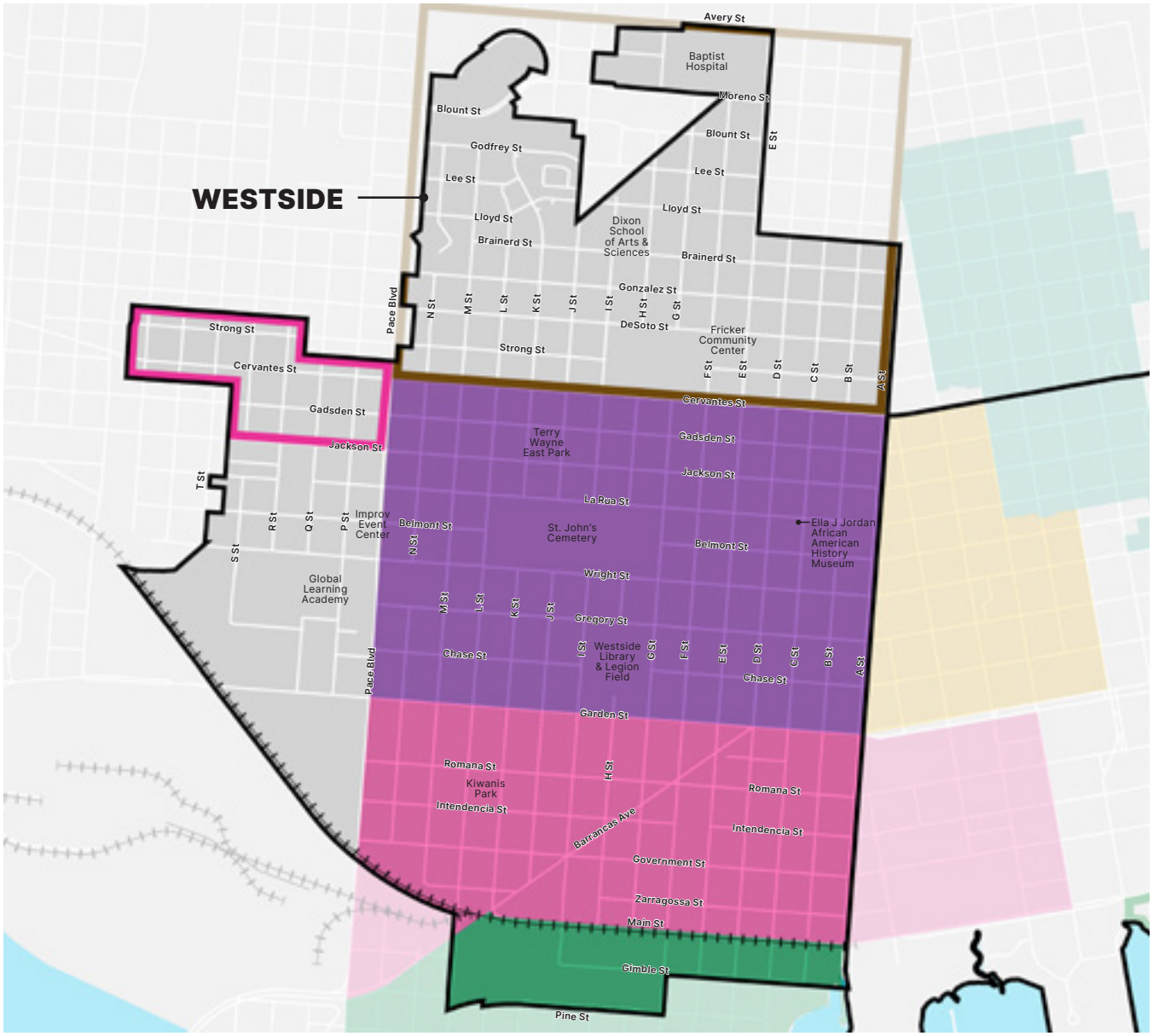


PUBLICLY-OWNED LAND

Publicly-owned land is an important asset. It can incentivize development that benefits the community and be used to create amenities such as open spaces and recreation facilities. The Westside is limited in publicly-owned land available for development. A number of public amenities are located throughout the district, including the library, Kiwanis Park, the Fricker Community Center, and Terry Wayne East Park. Large-scale reuse of the Baptist Hospital and ACW site offer opportunities for public-private partnerships to bring new uses and community amenities to the Westside.

- Federal-owned land
- State-owned land
- County-owned land
- City-owned land
- City-owned parks & open space
- City-owned vacant land

Map created using ESRI GIS Data from City of Pensacola, January 2024



NEIGHBORHOODS

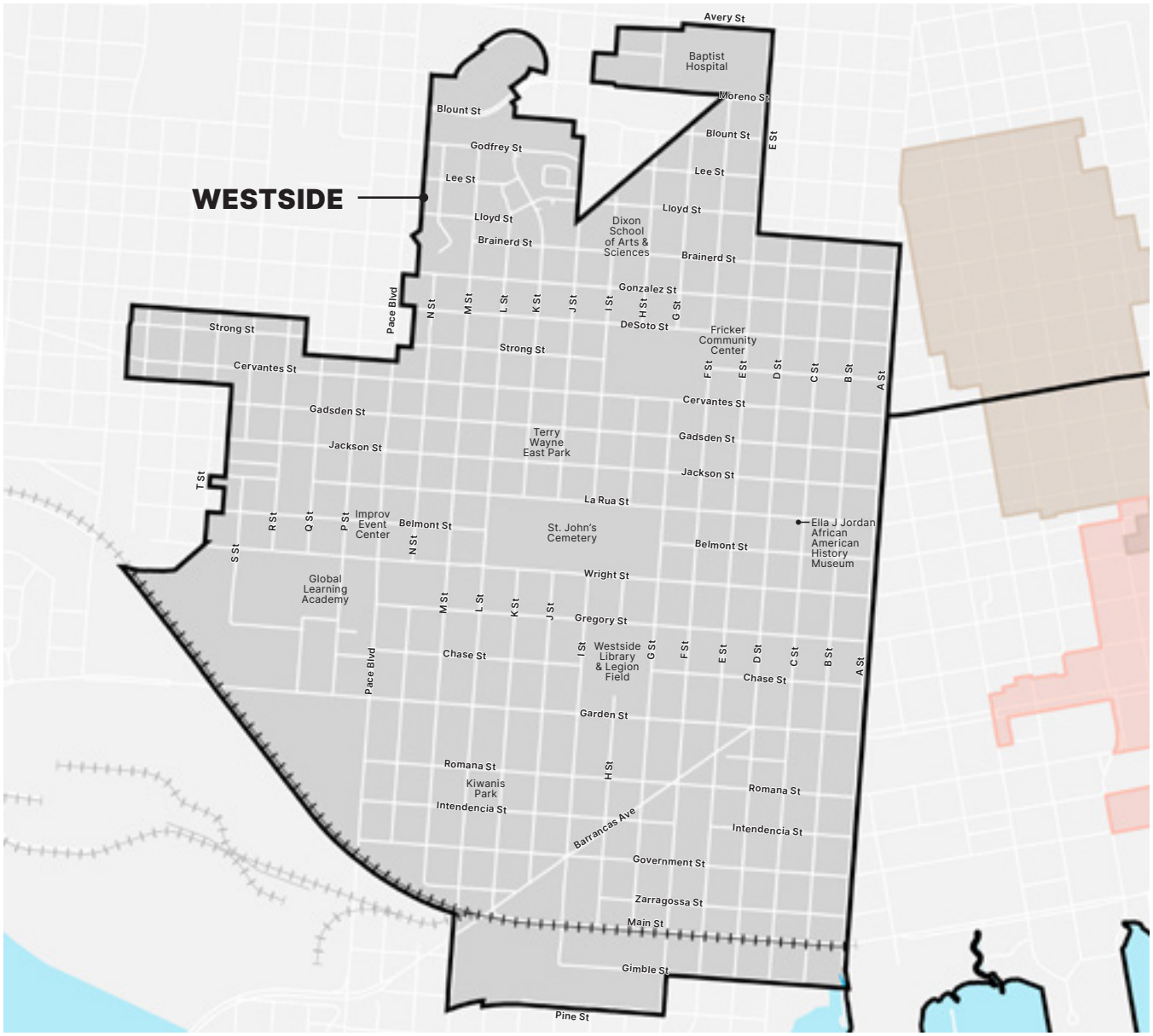
The Council of Neighborhood Association Presidents of Pensacola (CNAPP) is the official organization for neighborhood representation in the City of Pensacola. There are three CNAPP member organizations. Two additional neighborhood associations are also known to have existed within the Westside district in the recent past. However, the level of activity and incorporation for these associations, and potentially others, cannot be confirmed due to their lack of membership with CNAPP.

- Westside Garden District
- Tanyard
- Sanders Beach

OTHER

- Historic Brownsville Neighborhood Association
- Westpointe Heritage Neighborhood Association

Map created using ESRI GIS Data from City of Pensacola, January 2024

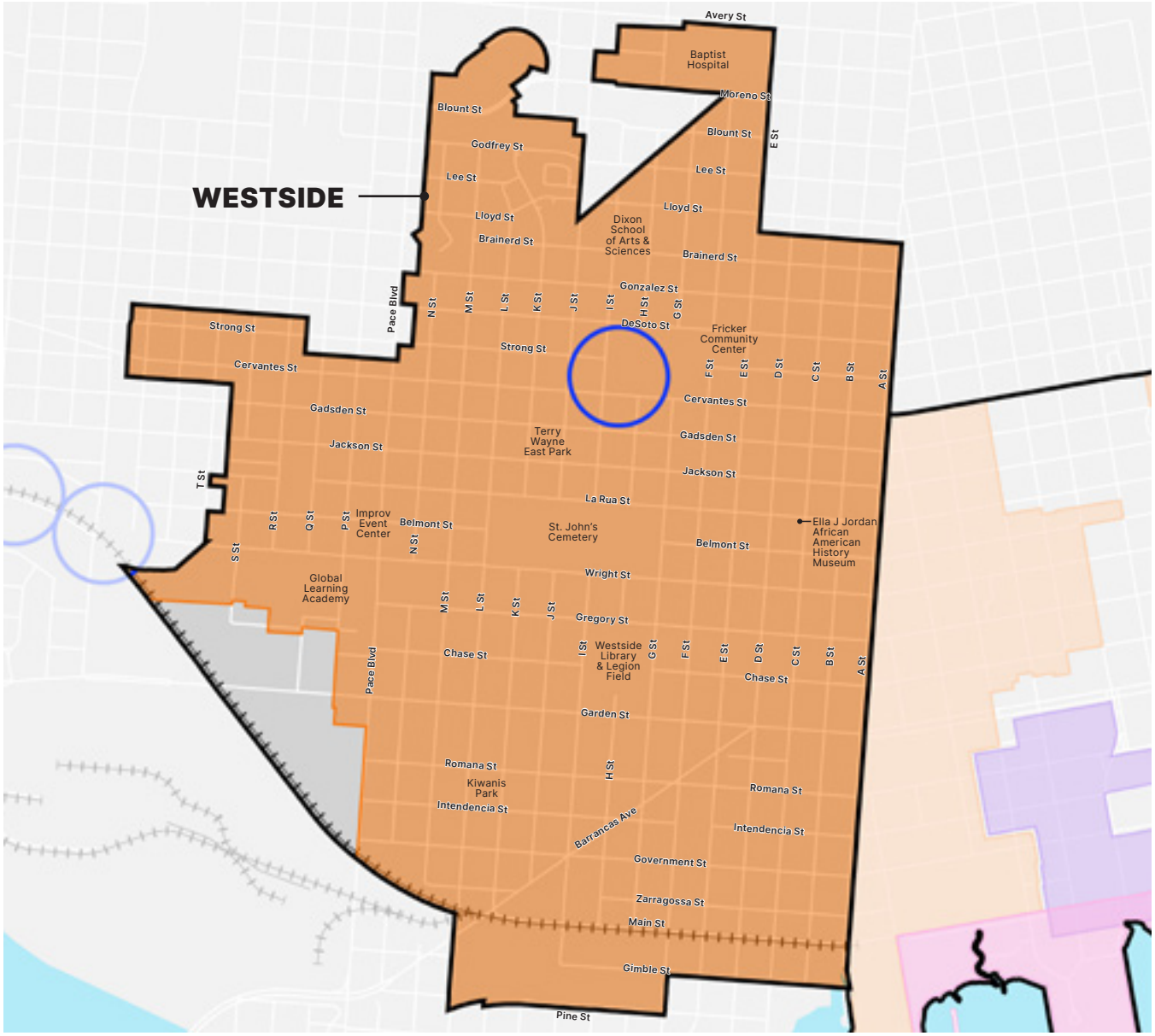


HISTORIC DISTRICTS

Because of Pensacola's long history, there are many areas that are historically and archaeologically important.

There are no historic districts currently located in the Westside CRA District. This does not mean there are no historically-significant properties, structures, or sites; however, there are no protected preservation areas currently.

Map created using ESRI GIS Data from City of Pensacola, January 2024



UNIQUE DISTRICTS

There are several unique districts and overlays that require sensitive design and enhanced access in the City of Pensacola. The Westside CRA District includes the CRA Urban Design Overlay and Wellhead Protection Areas.

CRA Urban Design Overlay

The CRA Urban Design Overlay area covers the majority of the Westside CRA District. The purpose of the district is to improve the visual appearance of these areas, while preserving the urban and architectural character. The regulations support replacing blighted properties with quality, pedestrian-oriented development and encourages a mix of uses that can support a variety of locally-oriented businesses and cultural institutions.

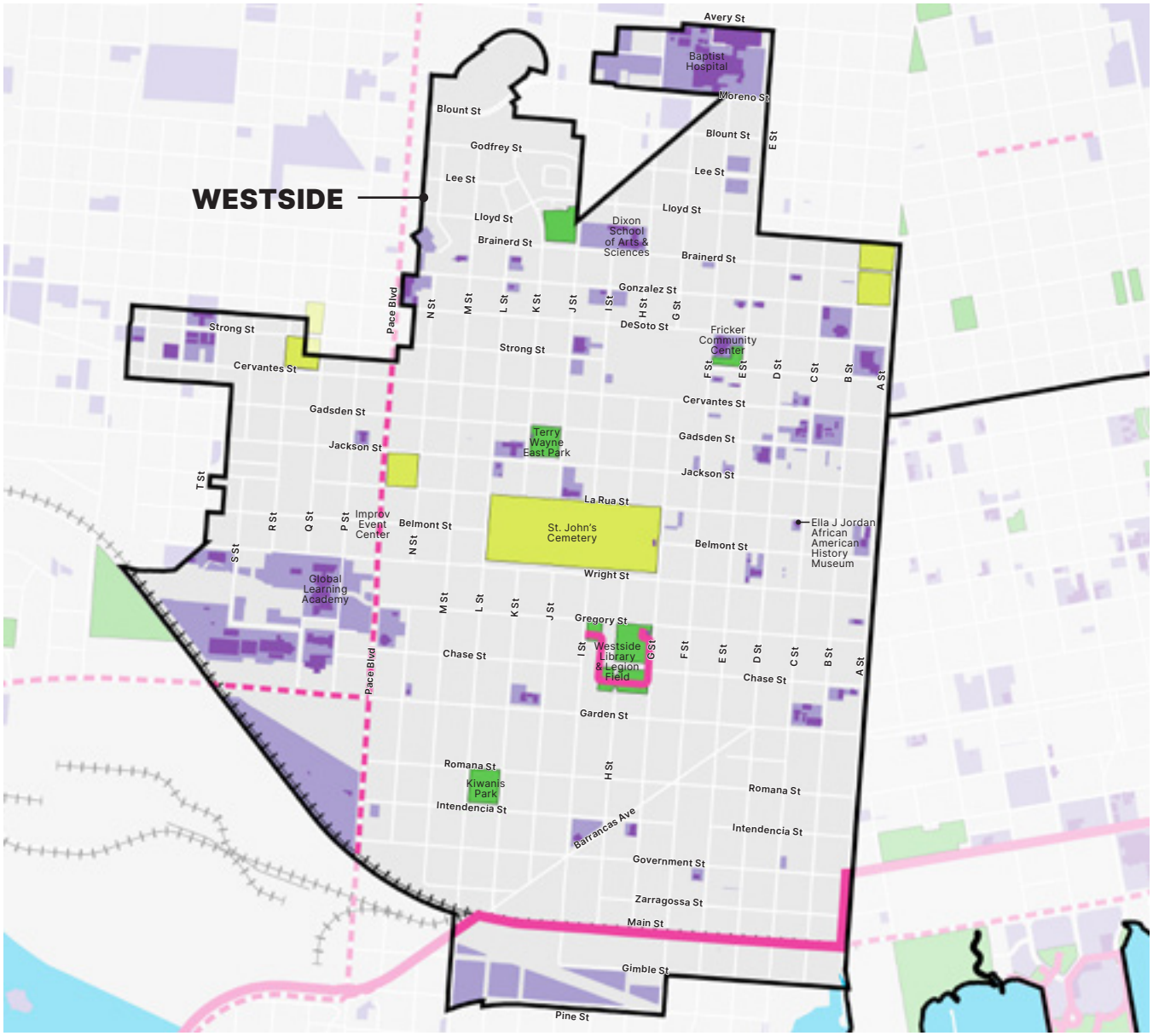
Wellhead Protection Area

CRA Urban Design Overlay

Wellhead Protection Area

The Westside CRA District contains one Wellhead Protection Area. These areas are established to protect underground-based sources of drinking water. The goal is to protect the ground area around public water supply wells from contamination.

Map created using GoMaps 4.0 GIS Data from City of Pensacola, September 2024



PARKS, OPEN SPACE, AND AMENITIES

The Westside includes many parks, open spaces, and public amenities that enhance the livability and desirability of these areas, including:

- Kiwanis Park
- Legion Field
- Morris Court
- St. John's Cemetery
- Terry Wayne East Park

Further analysis should categorize the parks as passive versus active open space and show how future planned open space connections could better link the existing parks, open space, and amenities to ensure that all parks and open spaces are utilized appropriately and contain amenities that are well-maintained by the city and well-used by the community.

- Parks & Open Space
- Cemetery
- Institution/Community Amenity
- Trail Network
- Dedicated Bike Lanes

Map created using ESRI GIS Data from City of Pensacola, January 2024

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TRANSPORTATION ANALYSIS SUMMARY

EXISTING CONDITIONS

Understanding the existing conditions of transportation infrastructure and usage establishes a foundation for developing near-, medium-, and long-term recommendations to ensure that all residents enjoy safe and comfortable mobility options. This assessment was assembled from a variety of sources, including city and FDOT traffic and crash data, previous plans, and resident comments.

Geography & Layout

The locations of arterial roadways split the Westside into multiple pockets which lack connectivity to each other. These arterials carry high volumes of traffic in and out of the city, with wide lanes and high speeds. This prioritization of vehicular movement over pedestrian mobility leads to development patterns that do not foster a sense of place, catering exclusively to drivers and automobile-related services.

Pedestrian & Bicycle Facilities

There are many challenges with the pedestrian and bicycle infrastructure in the Westside. The lack of sidewalks, crosswalks, bicycle lanes, and maintenance of any of these types of facilities creates huge barriers in safety and comfort, particularly for those who rely on mobility aids like wheelchairs, walkers, scooters, etc.

The Westside does feature the second-most quantity of sidewalks among the three CRA Districts, but also represents 83% of all sidewalk gaps in the city.

Roadway Safety

The allocation of space within rights-of-way tends to favor space for cars over any other form of travel. Drivers tend to drive faster as lanes widen, further decreasing the safety of pedestrians, bicyclists, and the drivers themselves.

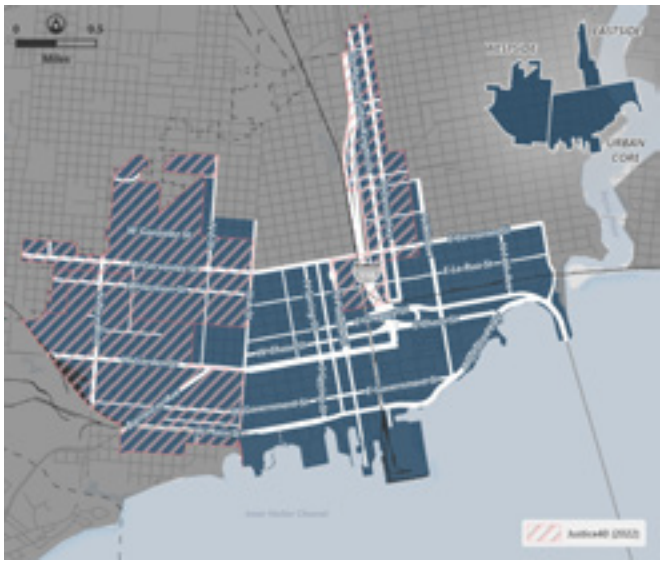
The Active Transportation Plan (ATP) adopted in 2023 identified the intersections of Barrancas Avenue at W Main Street and Barrancas Avenue at W Garden Street as two of the top five "high crash intersections" within the CRA Districts.

Katie E

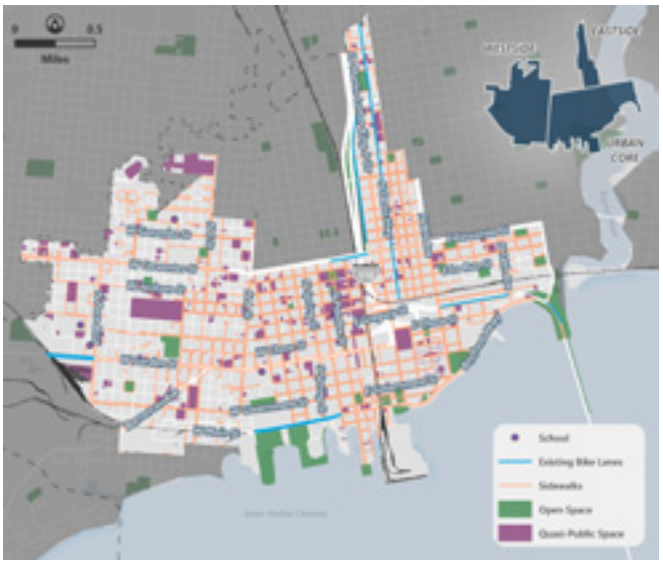
WHAT IS WALKABILITY?

Walkability is a term that refers to the ease and ability to access amenities on foot. Great urban places tend to be very walkable, meaning that residents and visitors are able to walk (or use mobility aids) to safely and comfortably reach destinations like shops, daily services, parks, schools, employment centers, and more. Ideally, making a place more walkable will translate into more people choosing to walk instead of driving, which has health, social, economic, and environmental benefits.

This concept also often extends to bicycling infrastructure, called "bikeability." Leading to the same benefits, bikeability is another important ingredient for great urban places.



Major Roadways and USDOT Disadvantaged Communities



Pedestrian & Bike Facilities and Community Assets

Transit Routes & Stops

Functional Classification of Streets

Equity and Transportation

The Westside ranks in the 99th percentile for transportation cost burden, compared to the city's 63rd percentile rank; and 96th percentile rank for traffic safety versus the city's 46% percentile rank. This indicates that Westside residents pay more for less services compared to others in the city. Only six bus routes serve the Westside, three of which have been designated for planned improvements in ECAT's Transit Development Plan.

RECOMMENDATIONS

BIG IDEAS FOR THE WESTSIDE

ABOUT THE RECOMMENDATIONS & VISIONS

The recommendations in this plan are based on the input gathered during the public engagement process for the Westside, and an extensive analysis of existing conditions and ideas in prior plans, and a study of best practices. These recommendations build on prior work, while acknowledging the current market conditions, and the ever-evolving needs of the community. The recommended strategies and policies are broken down into in order to manage implementation of the plan. This chapter includes key areas of focus to enhance the Westside, followed by policy recommendations that provide additional detail on how to this vision a reality.

Family-friendly amenities are a priority

Create pedestrian-friendly neighborhoods

CORE CONCEPTS

The following are core concepts to invest in to complement recent successes in the Westside, while addressing some of the areas that remain a challenge. This includes building on the eclectic nature of new development, addressing specific streets that currently act as barriers, and improving pedestrian safety. These ideas reflect the priorities that were heard throughout the public engagement process on how best to improve the Westside.

Taming Traffic Corridors

While the Westside has a series of beautiful parks and recreation amenities, walkability between these spaces is somewhat of a challenge due to the nature of several high-traffic arterials. Future investment must consider how to reimagine these traffic corridors to make them more pedestrian-friendly, ensure safe crossings, and support infill development along them. Creating safe routes to schools, connecting bike routes, and improving key intersections are priorities that Westside residents identified.

Placemaking & Infill Development

Over time, the Westside has become the home to a number of ethnic restaurants, businesses, and locally-owned shops. Building on this momentum and continuing to encourage infill development, particularly where there are opportunities to create new public spaces, is a priority. Both the Cervantes Street and Barrancas Avenue corridors are opportunities to create eclectic districts with a wide variety of uses.

Opportunities in the Neighborhood

Both the former Baptist Hospital site and the American Creosote Works (ACW) Superfund Site present opportunities to develop amenities and housing that can complement the neighborhoods in the Westside.

Local small businesses are thriving in the Westside

Community resources are spread throughout the district

The Westside hosts a rich culture of ethnic restaurants and businesses owned by locals

Putting It All Together Policy Recommendations & Special Demonstration Projects in the Westside

RECOMMENDATIONS

1. Cervantes Street Infill West of F Street
2. Pace Boulevard Development Opportunities
3. Garden Street Development
4. Baptist Hospital Redevelopment
5. Cemeteries
6. Continuation of the Bluffline
7. R Street Trail

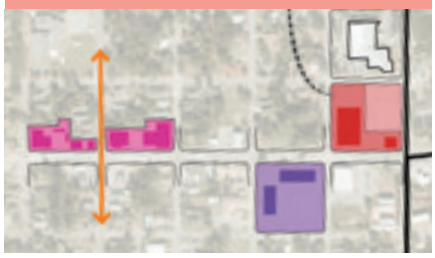
SPECIAL DEMONSTRATION PROJECTS

Special Demonstration Projects are examples of potential projects that achieve community goals by addressing all six categories of recommendations. These projects show potential future visions that are subject to change. In the Westside, these catalytic projects could include:

** The quotes shown on the Special Demonstration Project pages represent comments received from residents and stakeholders throughout the engagement process, including community meetings, surveys, website commenting tools, etc. Minor adjustments to the language of the comments were made for clarity purposes only.*

1. Barrancas Avenue Corridor Strategy

2. Cervantes Street Corridor Strategy



3. Gibson School Site Redevelopment

4. ACW Superfund Site Redevelopment

HOW THE RECOMMENDATIONS ARE ORGANIZED

Recommendations are organized into the following topics:

Land Use, Zoning, and Special Districts
These recommendations are focused on optimizing planning regulations to encourage appropriate future development while preserving the existing character of neighborhoods.

Economic Development
These recommendations target initiatives that boost local economies by bringing commercial and rich mixes of uses into the district.

Neighborhood Development
These recommendations are aimed at strengthening neighborhoods through partnerships, capacity building, and building on existing assets.

Housing
These recommendations are focused on creating a wide range of affordable/attainable housing options.

Transportation, Streets, and Parking
These recommendations are intended to improve safety, connectivity, accessibility, and navigability for all users.

Open Space and Community Amenities
These recommendations aim to improve public spaces and equitably distribute and provide community resources.

SPECIAL DEMONSTRATION PROJECT

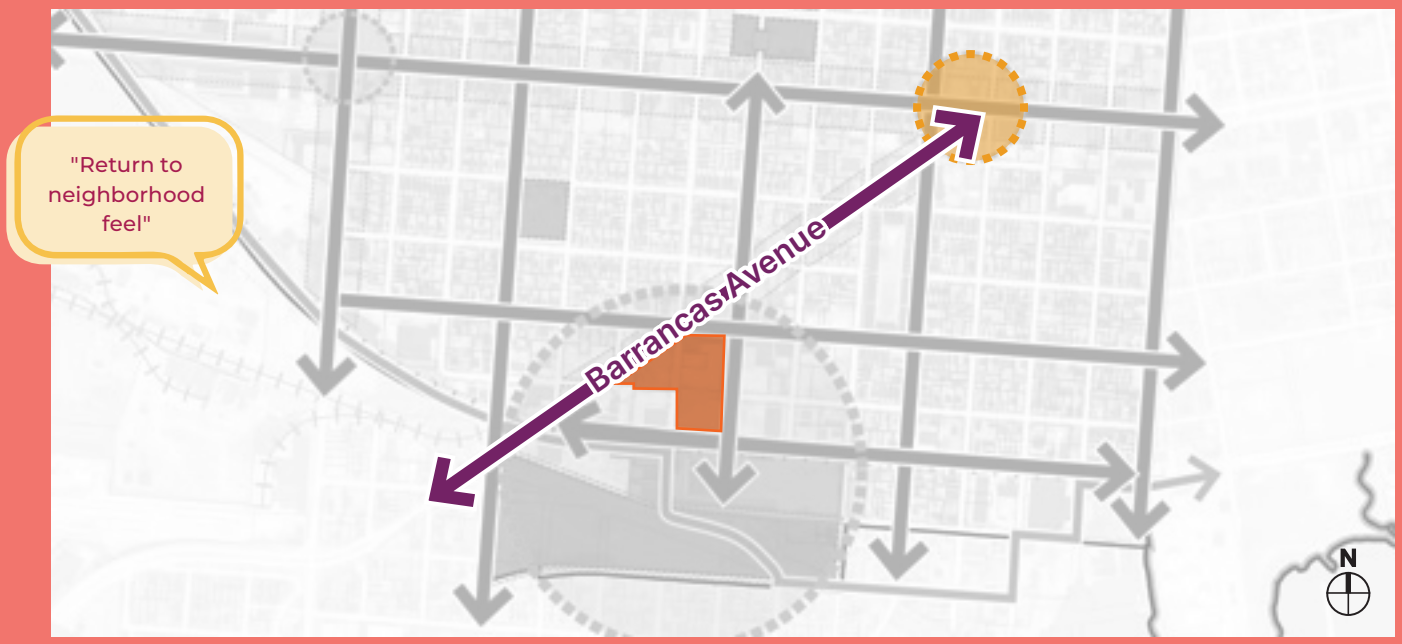
BARRANCAS AVENUE CORRIDOR STRATEGY

About the Special Demonstration Project

Barrancas Avenue was cited as one of the two streets of highest priority for improvements in the Westside. Several traffic lanes wide, the current street design poses a safety concern for both drivers and pedestrians with posted speed limits of 35 miles per hour and a right-of-way of approximately 100 feet. The current conditions on Barrancas Avenue lack a comfortable pedestrian experience with narrow sidewalks, wide traffic lanes, and inconsistently activated buildings along the street. Two of the most unsafe intersections identified in the ATP are intersections along Barrancas Avenue, at W Garden Street and W Main Street.

Additionally, because Barrancas Avenue cuts diagonally through the grid of the Westside, the intersections are frequent and wide, which makes crossing the street tricky and dangerous. These conditions are worsened by irregular blocks and intersections which create a disrupted pedestrian realm. Improvements are needed to all pedestrian infrastructure in order to improve safety and comfort.

Improvements to Barrancas will need to coincide with the thoughtful redevelopment of the corridor in order to change the character of the street. The improvements should further explore the opportunity to transform

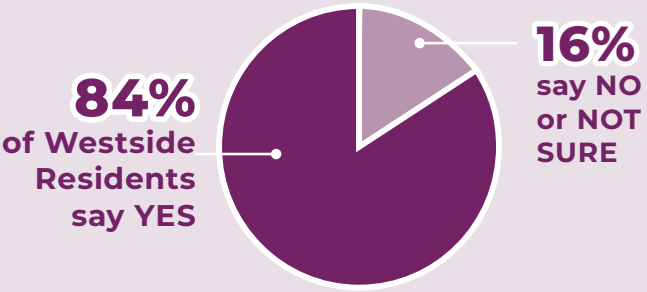


the street into a lush boulevard with wide sidewalks and planting strips, shared-use paths that connects to the SUN Trail and gives the opportunity for community activities to occur. This street design provides a more pleasant experience for pedestrians, bicyclists, and drivers along the corridor. Mixed-use development is designed to face Barrancas Avenue and activate the street throughout all times of the day, which helps to enhance the perception of this area of the Westside and catalyze higher-quality development.

Potential stand-alone improvements such as the ones listed below may also be considered:

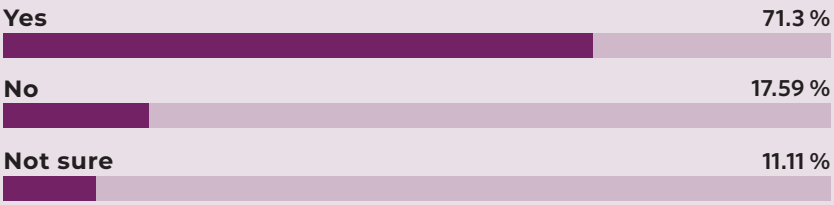
- Further analyze the reduction of travel lanes to allow for wider pedestrian amenities;
- Analyze impacts of reconfiguring intersections to have more regular geometry;
- Study to access the feasibility of undergrounding utilities along the entire corridor.

Do you think that these concepts would improve safety and walkability on Barrancas Avenue?



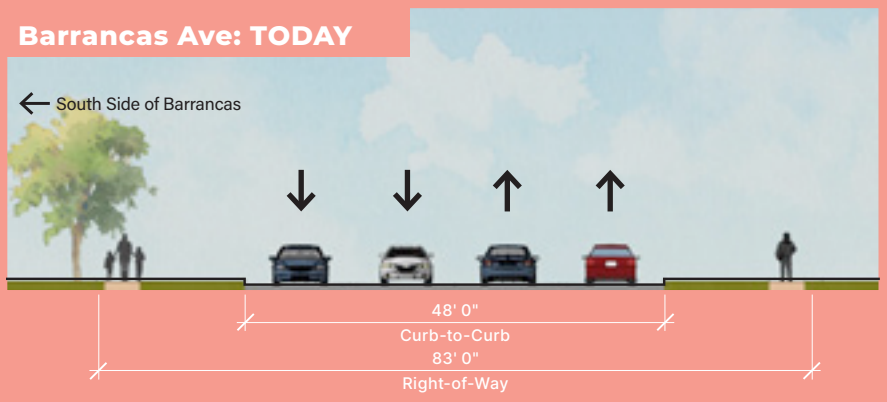
*For full survey results, see Appendix

Do you think that these concepts (widening sidewalks, adding planting strips with landscaping, and creating a multi-use path along the street) would improve safety and walkability on Barrancas Avenue?



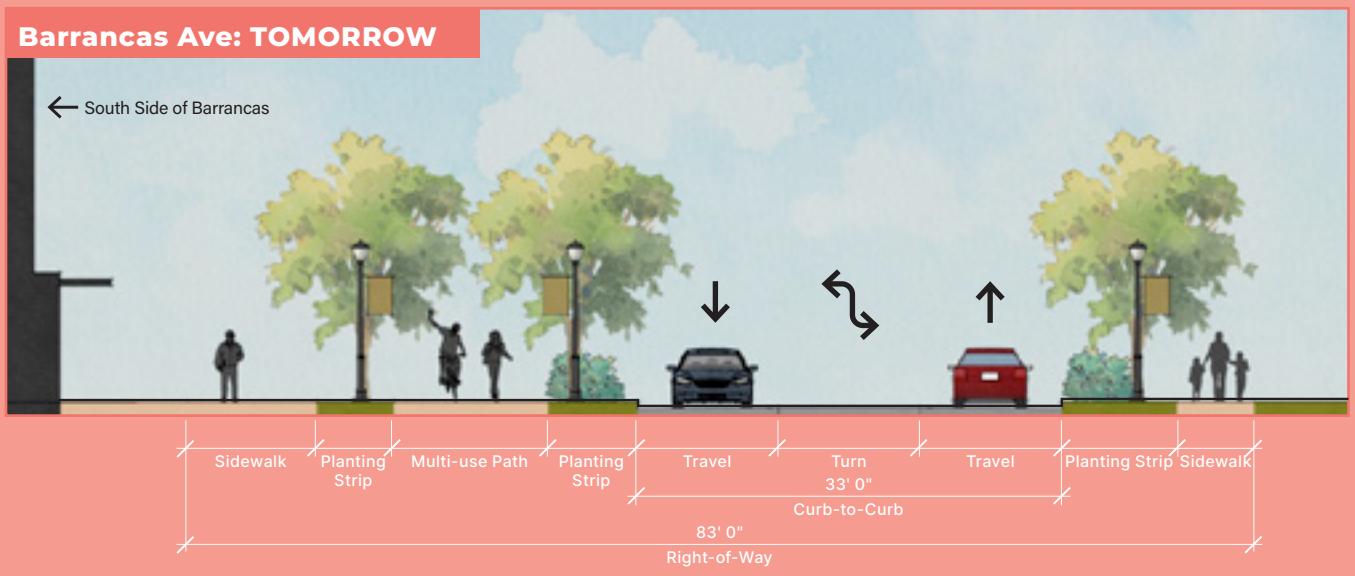
*For full survey results, see Appendix

Barrancas Ave: TODAY



The removal of a single lane of traffic creates an opportunity for a wide multi-use path along the south side of Barrancas Avenue, providing a safe, protected, and shaded path for pedestrians and bicyclists to travel. Other street improvements could include added landscaping, street lights and signage, and improved sidewalks and crosswalks.

Barrancas Ave: TOMORROW



Community Feedback

The majority of residents and community members place a high priority on making Barrancas Avenue a safe, walkable street with new destinations and housing and support the concepts as presented. However, some residents worry that reducing the number of lanes on Barrancas will slow traffic down or divert traffic onto neighborhood streets.

Multi-use paths are areas for pedestrians and cyclists, typically separated from roadways

Implementation & Next Steps

Barrancas Avenue is a locally-controlled street, which gives the City of Pensacola more flexibility in redesigning it. The next step in the street redesign should be to conduct a traffic study to better understand the impacts of reducing through lanes. Then, the City and CRA should share the findings of the report with the community to gather additional input and gauge support for the project. In the interim, the City and CRA should pursue partnerships with developers to reuse buildings, build new housing, and attract new dining and entertainment destinations.

RELATED POLICY RECOMMENDATIONS

LAND USE, ZONING, AND SPECIAL DISTRICTS

- Develop Design and Form Standards for all projects receiving CRA funding
- Build protections into the Land Development Code and the Urban Design Overlay District to prevent commercial uses from encroaching into residential neighborhoods. Strategies for reducing impacts may include inclined planes, screening with walls or landscaping, etc.
- Upzone for higher-density multifamily residential
- Review the current zoning districts along Barrancas Avenue, E Gregory Street, and E Chase Street and make modifications as required to allow redevelopment of the corridors to be classified and subsequently designed per FDOT context classification zones C4 or C5

ECONOMIC DEVELOPMENT

- Focus the CPIP toward the Barrancas Avenue corridor to support adaptive reuse and improvements to commercial buildings along the corridor
- Support new businesses opening along the Barrancas Avenue corridor
- Designate Barrancas as a candidate for the Main Street program

NEIGHBORHOOD DEVELOPMENT

- Pursue grants for neighborhood capacity building, and update to the neighborhood plan, and additional neighborhood identity, placemaking, and branding
- Develop unique identity and branding for the Barrancas Avenue corridor

HOUSING

- Develop mixed-use housing that increases housing choices (building types, rental and homeownership, mixed-income and market-rate)
- Develop multi-family housing according to New Urbanist design principles with high-quality multi-family or townhouses development offer new housing options in the neighborhood

TRANSPORTATION, STREETS, AND PARKING

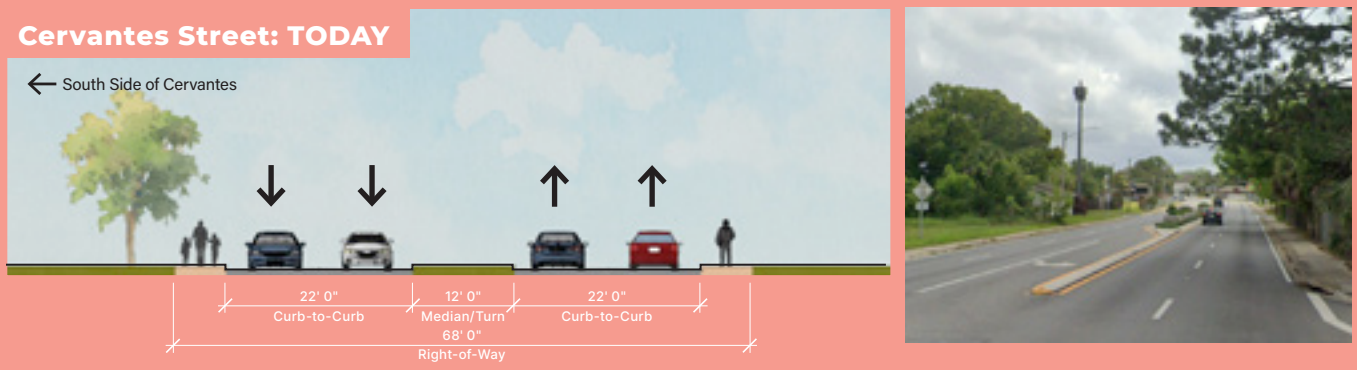
- Explore curb management plans

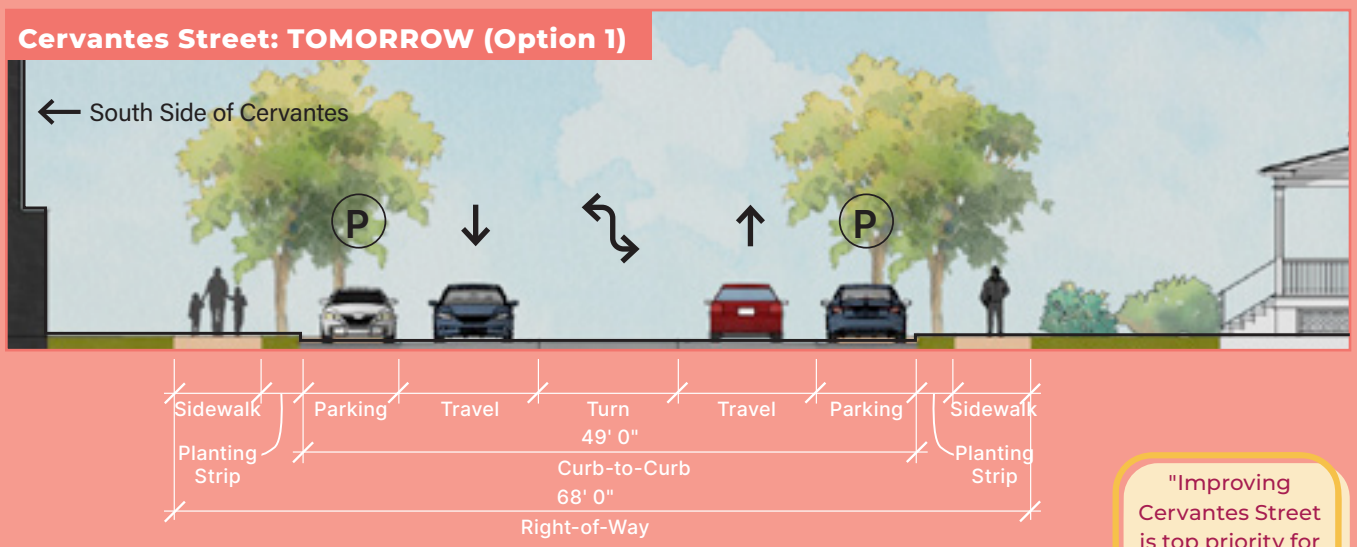
OPEN SPACE AND COMMUNITY AMENITIES

- Create a multi-use path along the south side of Barrancas Avenue that connects to the SUN Trail and the new park on the American Creosote Works (ACW) site
- Fund and build improvements to community facilities and programs, especially on infill sites along Barrancas Avenue
- Require art and placemaking enhancements in new developments

SPECIAL DEMONSTRATION PROJECT

CERVANTES STREET CORRIDOR STRATEGY





"Improving Cervantes Street is top priority for Westside"

About the Special Demonstration Project

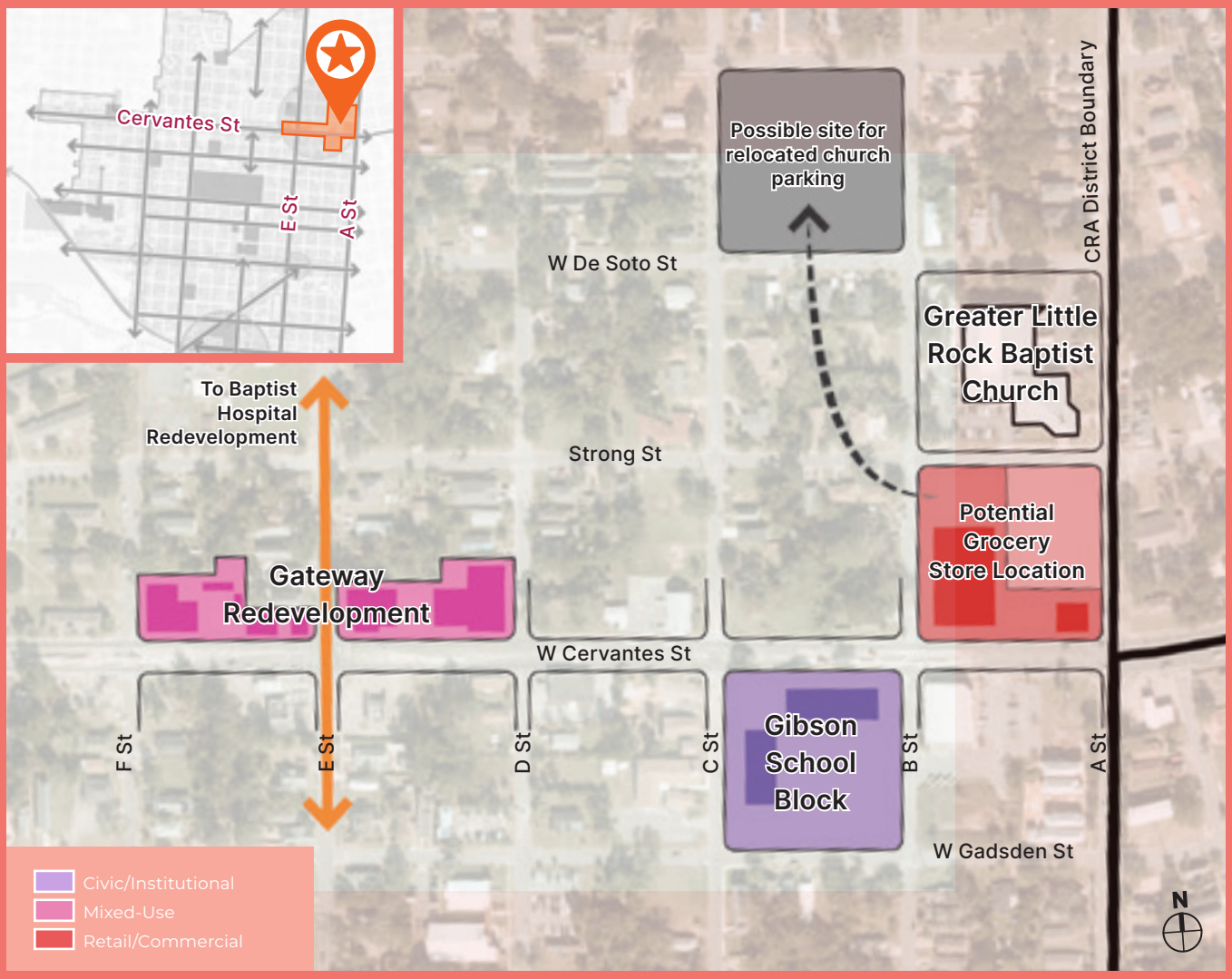
There are two parts to the strategy along the Cervantes Street Corridor. Today, Cervantes acts as a divider between the north and south areas of the Westside; additionally, there are many gaps in development along the street. The high visibility of these properties, as well as the fact that Cervantes cuts across the entire city, indicates that these properties will become opportunities for larger mixed-use development in the future.

Part 1: Making Cervantes Street Safer

Cervantes Street was identified as a physical barrier in all three CRA Districts - it is difficult to cross and uncomfortable to walk and bike along, dividing neighborhoods north and south of the road.

Making Cervantes safer and less of a barrier could be accomplished in one of two ways. In the first option, the number of moving lanes could be reduced to provide more space for sidewalks, street trees providing shade, and on-street parking. Crossings would also be improved.

This would require coordination with FDOT and studies to understand the impacts on traffic and delays. In the second option, the lane configuration would remain the same and improvements would be concentrated at intersections to help people cross safely on foot or bicycle.



Part 2: Developing the Corridor

The more walkable and comfortable Cervantes Street becomes, the more friendly it will be to mixed-use development that invites people to gather and spend time along the corridor. The CRA should pursue a four-part strategy for development:

1. **Work East-to-West** — the current market conditions are strongest in Westside closest to the Urban Core and Downtown. For this reason, early development should be focused on the eastern edge of Cervantes, closest to A Street. Incremental investment will strengthen the market for projects moving west with time.
2. **Develop the Gibson School Block** — renovate the historic school building and develop the vacant land surrounding it with business incubation and/or commercial uses.
3. **Develop a Grocery Store** — acquire the block north of Cervantes Street between A and B Street for the development of an urban grocery store that would serve the Urban Core and Westside neighborhoods. Partner with the School District and Greater Little Rock Baptist Church to explore possible relocations of parking and maintenance facilities.
4. **Develop a Food Destination around E Street** — the CRA should assemble parcels on the north side of Cervantes Street on either side of E Street. E Street will be an important connector and gateway to the Baptist Hospital redevelopment. This would be an ideal location for spaces for small ethnic food-related businesses (food truck and pop-up festival spaces and small incubator spaces for permanent locations for Latino and Vietnamese restaurants or grocers).

LEARNING FROM UNCONVENTIONAL COOPERATIVE GROCERY STORE MODELS

Gem City Market, Dayton, Ohio

Gem City Market is a community- and worker-owned cooperative (co-op) grocery store build from the ground up in West Dayton, Ohio. As a full-service grocer, the Gem City Market offers affordable, quality kitchen staples, including fresh produce and deli, as well as specialty local and organic products. Multiple partners coordinate community health and wellness programs in the community room, teaching kitchen, and small health clinic.

Residents and stakeholders formed a committee to focus on the issue of food access. Through their research, they began a business planning process to determine if and how a cooperative grocery could be feasible in West Dayton. With support from the City and County as well as the University of Dayton's Business Research Group, the committee commissioned a professional market study and administered a market survey. Once they confirmed that a grocery store was feasible, the committee incorporated the cooperative Gem City Market, adapting the bylaws from Apple Street Market in Cincinnati, Ohio. With leadership from Co-op Dayton, the Market's Board and supporters:

- Developed a business plan and financial model
- Negotiated control of a site on lower Salem Avenue
- Launched a capital campaign and membership drive, raising $6 million to construct the Market and engaging more than 3,000 members prior to opening day
- Mobilized dozens of partnerships across our region
- Coordinated the construction and operations planning process

In 2020 and 2021, the Gem City Market hired its initial staff of member-worker-owners. Equity from all members creates a stronger, more resilient Gem City Market.

Mother Road Food Hall, Tulsa

Google

Coffee n' Arepas Food Truck, Pittsburgh

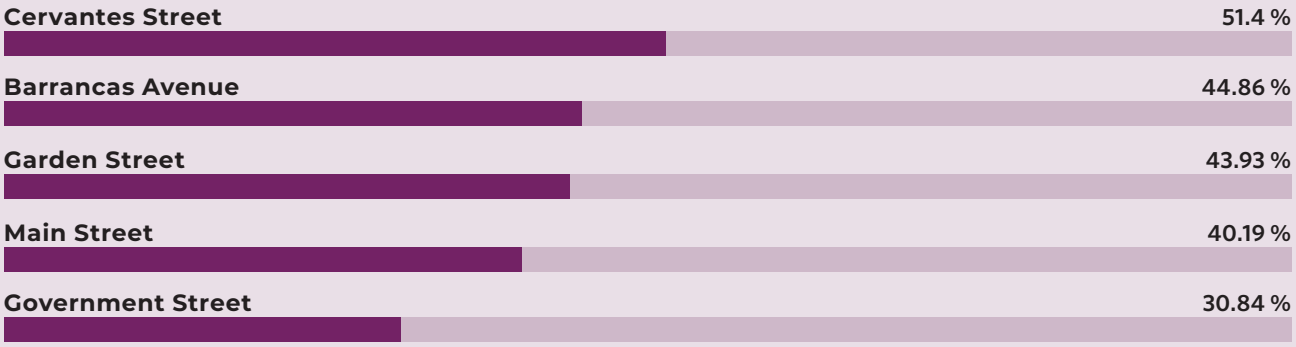
WPB Magazine

Grandview Public Market, West Palm Beach

Fotoluminate LLC

Calle Ocho neighborhood in Miami

Which streets in the Westside CRA District are your top priority or priorities for improvements to pedestrian and bicycle safety and comfort?



*For full survey results, see Appendix

Community Feedback

Improving the pedestrian and bicycle experience along Cervantes Street is a top priority for residents. However, residents are also wary that reducing lanes on Cervantes will divert traffic onto neighborhood streets. In the 2007 Westside CRA plan, there was strong support for a Westside Town Center in approximately this location. The development of destination retail around E Street responds to that community vision.

Implementation & Next Steps

The City and CRA should continue to gauge public support for a road diet on Cervantes Street and work with FDOT to evaluate the traffic impacts. The CRA should earmark the available CDBG funding to advance commercial development in the five blocks of Cervantes Street between A and F streets.

"A road diet on West Cervantes is needed"

"Cervantes Street is speedway for cars"

"Fix the inability to cross Cervantes Street"

RELATED POLICY RECOMMENDATIONS

LAND USE, ZONING, AND SPECIAL DISTRICTS

- Develop Design and Form Standards for all projects receiving CRA funding
- Build protections into the LDC and UDO to prevent commercial uses from encroaching into residential neighborhoods (such as inclined planes and additional setbacks or buffers)
- Upzone for higher-density multifamily residential

ECONOMIC DEVELOPMENT

- Focus the CPIP toward the Cervantes Street corridor to support adaptive reuse and improvements to commercial buildings along the corridor
- Support new businesses opening along the Cervantes Street corridor
- Support small businesses in both temporary and move-up permanent space
- Designate Cervantes as a candidate for the Main Street program
- Support infill development along Cervantes Street

NEIGHBORHOOD DEVELOPMENT

- Partner with Escambia County on investments that extend beyond the City boundary, such as in the Historic Brownsville neighborhood
- Pursue grants for neighborhood capacity building, and update to the neighborhood plan, and additional neighborhood identity, placemaking, and branding
- Develop unique identity and branding for the Cervantes Street corridor

HOUSING

- Develop mixed-use housing that increases housing choices (building types, rental and homeownership, mixed-income and market-rate)
- Develop multi-family housing according to New Urbanist design principles with high-quality multi-family or townhouses development offer new housing options in the neighborhood

TRANSPORTATION, STREETS, AND PARKING

- Explore curb management plans
- Underground utilities
- Explore the impacts of reducing lanes of traffic on Cervantes Street west of A Street

OPEN SPACE AND COMMUNITY AMENITIES

- Require art and placemaking enhancements in new developments

SPECIAL DEMONSTRATION PROJECT

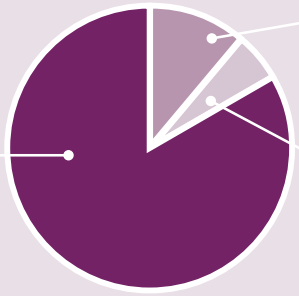
GIBSON SCHOOL SITE REDEVELOPMENT

"Remodel the school building for other uses"

"Any housing in this area should be affordable"

"A mix of housing and incubator space at the Gibson site would be great"

Do you think the historic John A. Gibson School is an important cultural landmark in the Westside that should be preserved and reused?



83% of Westside Residents say YES

11% say NOT SURE

6% say NO

*For full survey results, see Appendix

About the Special Demonstration Project

The historic John A. Gibson School building currently sits vacant on the corner of C Street and Cervantes Street. The community identified the site as an important cultural landmark. The site is in public ownership (Escambia County Public School District), making it good candidate for adding housing and economic development to the district.

The historic portion of the school building could be adaptively reused and converted for new uses. One alternative would be to convert the historic portion of the building into multifamily apartments. A second alternative would be to create a business incubator or co-working space.

Non-historic portions of the building and site should be demolished, creating space for infill housing development, facing Cervantes, B, and Gadsden Streets.

Community Feedback

Community members responded positively to the concept of reusing the Gibson School building. Residents mentioned that housing on or near this site should be a priority in the future. Residents also desire a fresh foods grocery store in Westside. This has been considered north of Cervantes Street between A and B Streets.

Implementation & Next Steps

The CRA should perform due diligence for the historic Gibson School building and site to determine the viability and costs of a development.

"Focus on affordable housing for the community in this area"

RELATED POLICY RECOMMENDATIONS

LAND USE, ZONING, AND SPECIAL DISTRICTS

- Develop Design and Form Standards for all projects receiving CRA funding
- Use CDBG funding to acquire land for commercial development
- Build protections into the LDC and UDO to prevent commercial uses from encroaching into residential neighborhoods (such as inclined planes and additional setbacks or buffers)
- Upzone for higher-density multifamily residential

ECONOMIC DEVELOPMENT

- Support small businesses in both temporary and move-up permanent space
- Continue to build a relationship with the Escambia County School District

NEIGHBORHOOD DEVELOPMENT

- Pursue grants for neighborhood capacity building, and update to the neighborhood plan, and additional neighborhood identity, placemaking, and branding
- Offer incentives and support projects that celebrate cultural destinations and preserve historic buildings, like the Gibson School building

HOUSING

- Develop new infill housing that increases housing choices (building types, rental and home-ownership, mixed-income and market-rate)
- Develop multi-family housing according to New Urbanist design principles with high-quality multi-family or townhouses development offer new housing options in the neighborhood

TRANSPORTATION, STREETS, AND PARKING

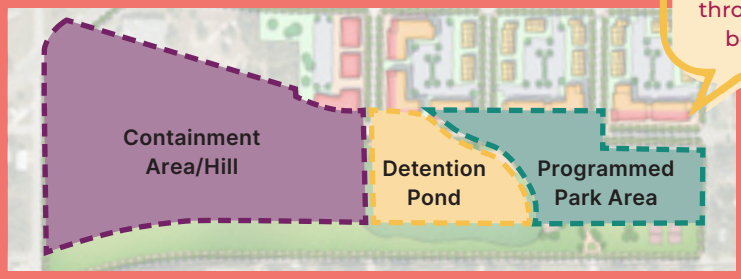
- Design gateways and branded streetscape for the Cervantes Street corridor
- Underground utilities

OPEN SPACE AND COMMUNITY AMENITIES

- Require art and placemaking enhancements in new developments

SPECIAL DEMONSTRATION PROJECT

AMERICAN CREOSOTE WORKS (ACW) SUPERFUND SITE REDEVELOPMENT



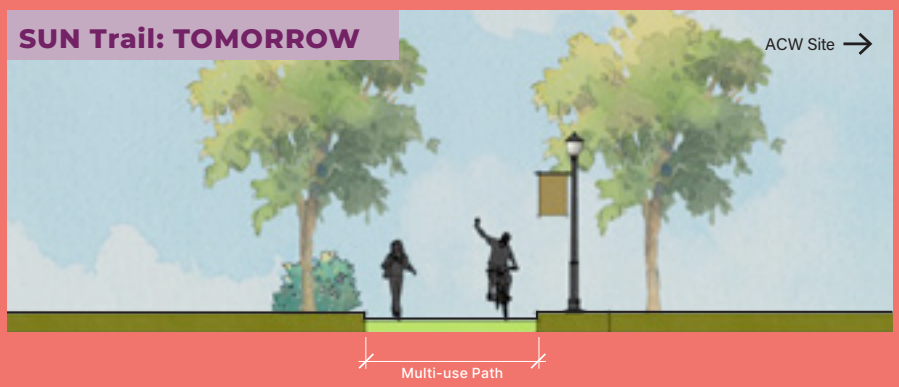
About the Special Demonstration Project

The ACW site is a now-inactive wood-treating facility, which was in operation from 1902 to 1981.

In the Fall of 2022, the Environmental Protection Agency studied options for remediation. A mounded hill is required to cap the contaminated area, and a dry detention pond will capture and treat runoff from the site. On the western two-thirds of the site, there are limitations on what can be built. However, the east side of the site is flat and is open for community uses. The Sanders Beach neighborhood has been collecting community input and developing a vision for a park on this usable portion of the site. The park will serve as primarily a passive park with walking trails, natural plants and tree canopy, benches, and space for temporary markets or community gatherings. Additionally, Pine Street should be transformed as a multi-use path for pedestrians and bicyclists, as part of the SUN Trail and Bluffline route.

Over time as the Barrancas corridor develops and the ACW site has been remediated, the lumberyard north of Gimble Street may no longer be the highest and best use for that location. If the lumberyard were to relocate,

"Incorporate SUN Trail on Pine Street"



the railroad tracks could be removed from D Street to Barrancas Avenue. The land between Gimble Street and Barrancas Avenue could be developed as mixed-use and multi-family residential housing, offering housing in an emerging neighborhood adjacent to the new park.

Community Feedback

In addition to the CRA Plan Update workshop in October, the CRA also held a meeting specifically for the Sanders Beach Neighborhood to provide input on the design of the park. The neighborhood clarified their vision and priorities, which helped guide the early visioning of the park space and amenities.

Implementation & Next Steps

The EPA remediation process will have a long implementation schedule, and public amenities can only be built after remediation and staging are complete for each area. The City and CRA should engage a landscape architect to work with the neighborhood and surrounding communities to refine the park plan, once the EPA has an updated understanding of the land area available.

"We need more green spaces and shaded areas"

SANDERS BEACH NEIGHBORHOOD PARK VISIONS

- Trees and natural habitat
- Extensive, connected walking paths with shade, places to sit, natural planting, gardens, and water features
- A pop-up area for markets, festivals, and music events
- Stormwater that addresses the on-site needs as well as helps prevent flooding in the neighborhood
- Flexible outdoor activity space for disc golf or other passive recreation
- Educational & interpretive signage about the history of the site and its clean-up and remediation
- An amphitheater (if it is possible to bench it into the grade of the hill)
- A multi-use path along the Pine Street alignment south of the site (no vehicular access)

RELATED POLICY RECOMMENDATIONS

LAND USE, ZONING, AND SPECIAL DISTRICTS

- Develop Design and Form Standards for all projects receiving CRA funding
- Upzone for higher-density multifamily residential

ECONOMIC DEVELOPMENT

- Advocate for business support to be focused in the new district near ACW site

NEIGHBORHOOD DEVELOPMENT

- Develop unique identity and branding for the new park and development blocks to the north of the ACW site

HOUSING

- Develop mixed-use housing that increases housing choices (building types, rental and homeownership, mixed-income and market-rate)
- Ensure authentic community engagement and public participation opportunities
- Break down large-scale redevelopment projects into walkable block sizes with public streets
- Develop multi-family housing according to New Urbanist design principles with high-quality multi-family or townhouses development offer new housing options in the neighborhood

TRANSPORTATION, STREETS, AND PARKING

- Promote low-impact design standards to increase landscaping opportunities and provide stormwater mitigation where necessary

OPEN SPACE AND COMMUNITY AMENITIES

- Develop a flexible space in the park for pop-up markets, festivals, and music events
- Extend a branch of the SUN Trail along the southern edge of the new park, along the Pine Street alignment. Connect this trail to the proposed multi-use path along the southern edge of Barrancas Avenue
- Require art and placemaking enhancements in new developments
- Remove rail from Main Street and replace with multi-use trail

LAND USE, ZONING, AND SPECIAL DISTRICTS

The Land Use, Zoning, and Special Districts category includes recommendations that entail adoption of policies or development of guidelines, standards, or tools. These recommendations form the regulatory framework to allow the other recommendations and projects to take place. Examples of recommendations in the Land Use, Zoning, and Special Districts category include:

- Design and Form Standards;
- Design Review Processes;
- Recommendations to explore changes to zoning districts, minimum lot sizes, density, and land use adjacencies in the City's Land Development Code (LDC);
- Updates to special or aesthetic review districts, including the CRA Urban Design Overlay District (CRAUDOD).

The policy recommendations emerged as important through the CRA Plan Update process, through a combination of community input and suggestions, conversations with CRA and City staff about challenges of the current development review and approvals process, and relevant recommendations from the previous plans. Some recommendations are location-based, while others are global and applicable to the whole district.

The Land Use, Zoning, and Special Districts policy recommendations, like the Special Demonstration Projects, are intended to provide examples of appropriate CRA projects. However, policies are not limited to those listed. The policies included are not listed in order or priority. The CRA will use the evaluation tools in the Implementation chapter to prioritize projects and match projects to available funding.

RECOMMENDATIONS

1. Design and Form Standards for CRA-Funded Projects

Develop a single set of design and form standards and a design review process for any projects in the CRA Districts receiving CRA funding. The Form and Design standards can be opt-in from a regulatory standpoint, and participation in the design review process should be a condition for any projects receiving CRA funding. In addition to the topics already covered in the Urban Design Overlay, these expanded standards should also address the design of renovation projects and the appropriateness of architectural character. This tool should ensure that CRA investment in neighborhoods doesn't compromise or detract from historic character.

2. Adjacent Use Considerations

- Explore the compatibility of adjacent uses in more detail through the Neighborhood Plan process.
- Consider additional strategies to minimize impacts of commercial areas on residential neighborhoods.

3. Upzoning for Higher Density Housing and Mixed-Use

- Explore opportunities to upzone for higher density housing and mixed-use, in particular along higher visibility corridors.
- Balance the recommendations for upzoning for higher density housing and the protection of residential character.

4. Minimum Lot Sizes

- Work with the Planning and Zoning Department to conduct a survey of lot sizes and development trends in the district to determine where conflicts are occurring.
- Update the LDC and Comprehensive Plan accordingly.

Examples of neighborhood-scale adaptive reuse

OVERVIEW OF REGULATORY AND NON-REGULATORY STANDARDS

ADDITIONAL DESIGN & FORM STANDARDS FOR CRA-FUNDED PROJECTS

Write and adopt design standards for CRA-funded projects that would further improve urban form.

- Include guidelines for preserving architectural character (scale, composition, etc.)
- Because these standards would not be adopted as part of the Land Development Code, they could be updated iteratively to respond to project needs
- Administer through the CRA's internal plan review & work with owners and developers

URBAN DESIGN OVERLAY DISTRICT (CRAUDOD)

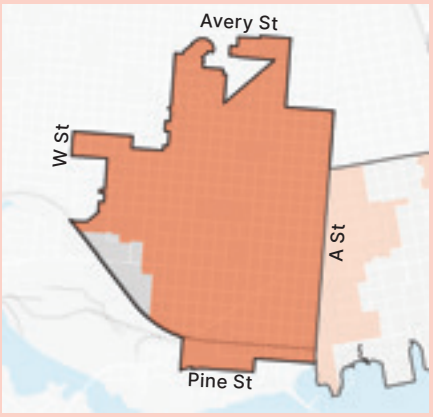
What it Currently Covers

- New construction only
- Maximum building height
- Minimum floor-to-floor heights
- Roof pitches
- Frontages percentages, facade types, and entrance locations
- Facade composition standards
- Location and screening of service and mechanical equipment
- Setbacks (in particular ensuring they respond to their context)
- Lot width & coverage
- Parking

Additions to the CRAUDOD that Would Further Improve Urban Form:

- Expand the CRAUDO to apply to renovations
- Address architectural character, scale, and composition
- Address the location of parking

Map of the Westside CRA District



Map of the Urban Design Overlay District in the Westside

Examples of the existing residential character

5. Adaptive Reuse

Neighborhood-serving commercial is a desirable complementary use within residential neighborhoods. The scale, design, and servicing of these non-residential uses must be carefully designed to reduce any negative impacts on neighborhoods. Both commercial and residential buildings can be adaptively reused to house neighborhood offices, small-scale retail specialty shops, and other similar uses. These projects may not be allowed under current zoning regulations. CRA funding should support projects of this nature in areas supported by the community, in particular along commercial corridors or in historic commercial nodes (such as Barrancas Avenue, Cervantes Street, and Pace Boulevard).

6. Protect Residential Character

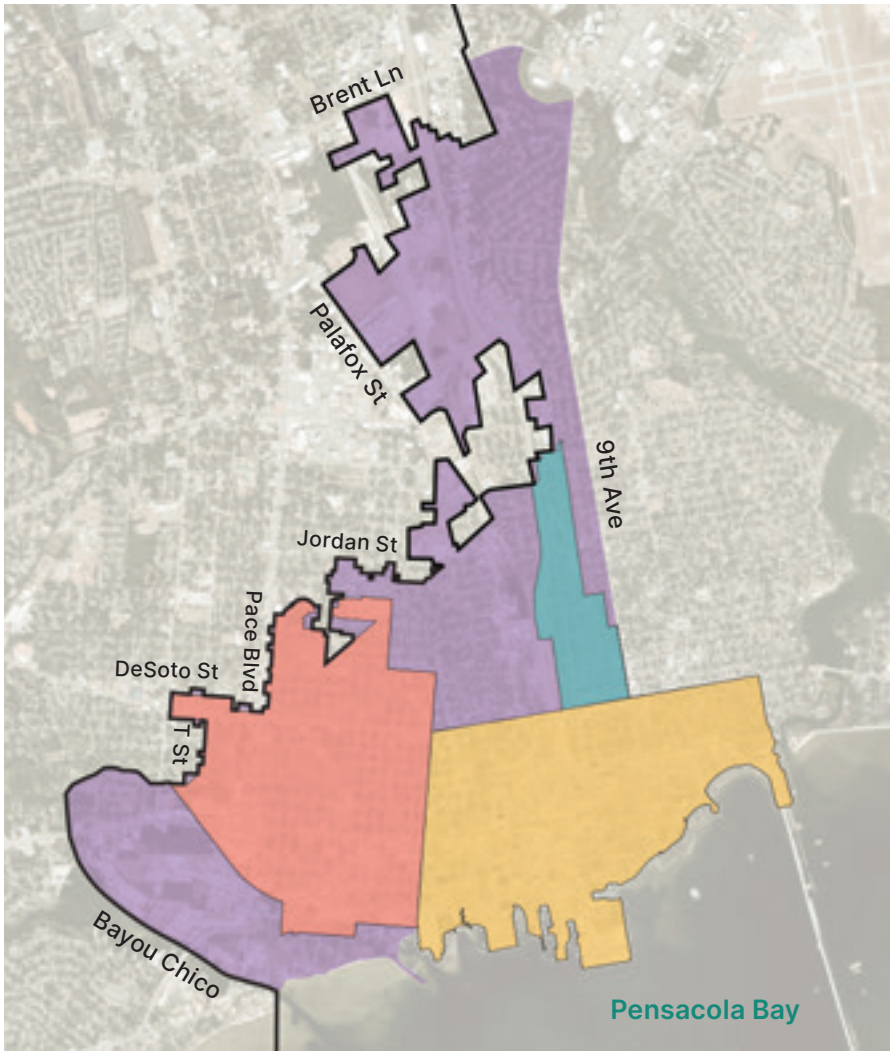
In areas that are primarily residential, support the preservation and protection of residential character.

7. Update the CRA Urban Design Overlay District (CRAUDOD)

- Expand the CRAUDOD to apply to renovations, building in regulations that renovations and rehabilitation projects do not worsen non-conformities with the Urban Design Overlay.
- Add standards to address architectural character, scale, composition, and the location of parking.
- For areas not currently covered by any special or aesthetic review district, expand the CRAUDOD to include.

SPECIAL DISTRICTS & UDOD

Where guidance and standards are provided on architectural scale, options should be provided to allow flexibility to meet the intent of the standards through comparable or similar design strategies and materials. The focus should be on building and parking siting, simple massing, appropriate scale, facade composition, and other strategies that improve design without adding cost.



8. CRA Boundary Expansion

The Westside CRA has a fairly large boundary. However, it excludes an isolated area to the south and west that is still within the city boundary. The recommendation would be for the CRA to conduct a Necessity of Finding to understand the feasibility of expanding the Westside CRA Boundary south and west to match the city boundary. An expanded boundary would generate additional TIF revenue from substantial commercial and industrial uses, providing for more potential investment in the Westside District. The CRA should conduct a Necessity of Finding to explore potential boundary expansions for all of the CRA Districts and engage the community in the process to determine which areas should be expanded, depending on compliance with the statute and demographic analysis. The boundary shown is a prospective boundary that may be modified with further data analysis and community input.

MiguelMelo

Aleksandr Vorobev

Fly View Productions

DESIGNING FOR SAFETY AND COMFORT

In Public Square, the journal for the Congress of New Urbanism, Robert Steuteville writes about necessary elements to create spaces that feel safe and comfortable. Quoting noted architect and urban designer Ray Gindroz, Steuteville outlines the following seven qualities:

HUMAN PRESENCE

People in a public space must feel the presence of other people in the space and in the buildings surrounding the space. The sense that we are not alone and are being observed helps us to behave properly and feel safe. Windows are symbols of that presence, whether people are behind them or not. Mixed-use buildings help promote 24-hour presence.

CONGENIALITY

The dimensions and scale of the space should encourage comfortable interactions among people.

HUMANE PROTECTION

Mechanical devices such as cameras and gates should be invisible. Where possible, police presence should be personal, on foot or bicycle, so police officers can interact with others.

VISIBILITY, LIGHT, AND OPENNESS

Open views that enable us to see other people and to be seen—by people driving by, as well as by others in the space—provide natural supervision. Light should ensure nighttime visibility.

ORDER

Coherent landscapes, streetscapes, and signs in both the public rights-of-way and bordering properties make a clear statement that a space is well-managed and safe.

CONNECTIONS

Spaces must be perceived as part of an interconnected network of streets and public open space, so we feel we have access to others who make the space safe.

LEGIBILITY

The clarity with which each space connects to the rest of the city helps us understand the form of the city and keeps us from feeling lost.

ECONOMIC DEVELOPMENT

The Economic Development category includes recommendations that would bring commercial and mixed-uses to the districts, add jobs, and build support for businesses. Examples of recommendations in the Economic Development category include:

- Mixed-use and commercial infill development;
- Incubators and employment uses;
- Building strategic partnerships;
- Commercial property improvement programs;
- Partnering to support small businesses and workforce development.

The policy recommendations emerged as important through the CRA Plan Update process, through a combination of community input and suggestions, conversations with CRA and City staff about challenges of the current development review and approvals process, and relevant recommendations from the previous plans. Some recommendations are location-based, while others are global and applicable to the whole district.

The Economic Development policy recommendations, like the Special Demonstration Projects, are intended to provide examples of appropriate CRA projects. However, policies are not limited to those listed. The policies included are not listed in order or priority. The CRA will use the evaluation tools in the Implementation chapter to prioritize projects and match projects to available funding.

Mikael Blomkvist

Alvarez

RECOMMENDATIONS

1. Commercial Property Improvement Program (CPIP)

- Continue to administer the CPIP program and expand the program as funding becomes available to invest in commercial properties.
- Prioritize the Barrancas Avenue, Cervantes Street, and Garden Street corridors to reinforce neighborhood commercial centers.

2. Neighborhood Commercial Nodes

- Support the development of small neighborhood-scale retail nodes through the construction of single-story retail buildings or the conversion of houses into small-scale restaurants and shops. Neighborhood commercial should be located along higher visibility/traffic corridors, or at nodes that have historically had commercial uses. Some of these areas include along Cervantes Street, Pace Street, Garden Street, and Barrancas Avenue.
- Prioritize these nodes for the Commercial Property Improvement Program (CPIP).
- Ensure that neighborhood nodes are not zones for multi-story or vertical mixed-use buildings that would disrupt the scale and character of the neighborhood.

3. Incentivizing Neighborhood Commercial and Community Services

- Acquire land to RFP for development and/or support City Economic Development recruitment of uses desired or needed by the community (post office, banks, fresh food options, etc.).
- Provide financial incentives to cover gaps for uses that may not be market viable but are important to the community.
- Identify strategic properties to acquire and assemble, and adaptively reuse vacant commercial structures.

4. Business Support

Advocate for business support to be focused along Cervantes Street and in the new district emerging along Barrancas Avenue.

Joe Patti's has sold fresh seafood to the community for decades

Westside businesses are thriving gathering places for the community

Example of re-purposing historic buildings for commercial use

5. Strategic Development Support and Incentives

- Motivate private investments where the return on investment is currently too low relative to competition from other regions. Consider a broad array of incentive tools - in addition to fiscal tools, consider zoning policies, land contribution, and permitting and regulatory relief as part of the toolkit.
- Tie the applicants' qualifying criteria to Key Performance Indicators (KPIs) aligned with key policy goals and the City's Strategic Plan.
- Conduct cost-benefit analysis to determine the programs' fiscal impact.
- Consider a phased approach to test the programs in specific high-priority areas before expanding their application.
- Consider combining guidance on community benefits agreement with incentive design to ensure fairness and preempt gentrification concerns.
- Leverage state and federal programs to maximize the impact of local programs.

6. Workforce Development & Skills Training

- Partner with local organizations that coordinate workforce training opportunities and support for entrepreneurs and small businesses.
- Connect these opportunities and programs to places neighborhood residents already frequent (community centers, libraries, etc.).
- Ensure that neighborhood organizations and residents are aware of job and business opportunities that arise from investment coming into the neighborhood.
- Engage these providers in partnership at the Baptist Hospital Redevelopment.

7. Main Street Program

- Designate areas in the Westside for the Main Street Program: Cervantes Street, Barrancas Avenue, and Garden Street.
- Match these designations with traffic calming and investments in making the streets more walkable, safe, and comfortable for pedestrians.

8. Relationship with Escambia County School District

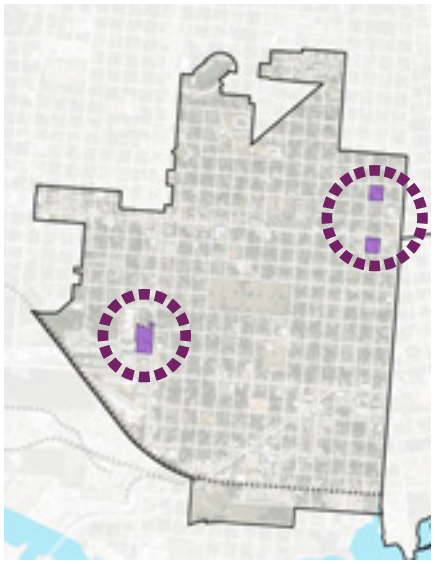
- Continue to build a relationship between the Escambia County School District and the CRA.
- Provide constructive input into planning for future school sites and the redevelopment of any surplus school district-owned property.

9. Partnership with Escambia County

Work with Escambia County to execute joint projects, such as streetscape improvements and urban design guidelines for the Brownsville neighborhood and coordination with on-going or completed plans (the Brownsville Redevelopment Plan, Barrancas Redevelopment Plan, Englewood CRA plan).

fauxels

Comparing costs versus benefits is an important tool to analyze effectiveness



Land owned by the Escambia County School District in the Westside CRA District

Main Street America

Main Street America

Union Bulletin, Downtown Walla Walla

LEARNING FROM MAIN STREET AMERICA

Main Street America leads a collaborative movement with partners and grassroots leaders that advances shared prosperity, creates resilient economies, and improves quality of life through place-based economic development and community preservation in downtowns and neighborhood commercial districts across the country.

For more than 40 years, Main Street America has helped to build economic power in downtowns and neighborhood commercial districts – since 1980, Main Street America has helped to generate over $107.62 billion in local reinvestment, rehab 335,675 buildings, create 782,059 new jobs, and start 175,323 new businesses in over 2,000 communities.

The Main Street America Community Evaluation Framework outlines what it means to be a highly successful Main Street program and sets a path for growth and development. Developed by Main Street America in close partnership with Coordinating Partners through an extensive multi-year evaluation and revision process, the current community evaluation framework, assessment process, and standards for evaluation launched in early 2024.

Main Street America designation is a powerful advocacy tool, signaling to local stakeholders, as well as city, state, and national funders, that a Main Street program has an established position within a nationwide movement that has a 45-year proven track record of generating impressive economic returns, building local capacity, creating welcoming and inviting communities, and creating lasting impact.

10. Cervantes Street Infill West of F Street

- After the completion of the Cervantes Street Corridor strategy (between F and A Streets), the CRA should continue to pursue and support infill development to the west of F Street.
- Projects may focus on expanding retail offerings and adaptive reuse of valuable buildings.

11. Pace Boulevard Development Opportunities

Development along Pace Boulevard will continue to respond to the roadway's character. Fast-moving traffic and poor pedestrian conditions will perpetuate suburban development patterns. Long-term improvements to the right-of-way are recommended to facilitate walking and biking connections across the boulevard and a comfortable pedestrian environment along the street.

Pace Boulevard will be undergoing a limited study to explore creating a safe, connected, and visually appealing corridor. The study will make recommendations for a handful of mid-block crossings and intersections.

Recommendations from this study should be implemented to make Pace Boulevard more comfortable and safe for pedestrians and bicyclists. Following physical improvements to the right-of-way, more urban development along the corridor (smaller setbacks, parking located in the rear of buildings, front entrances facing the street, etc.) should be a priority. The development of the Pace Boulevard corridor will likely follow later in the development timeline, given the market and existing roadway conditions.

Pace Boulevard

The former Baptist Hospital site today

12. Garden Street Development

The focus of development along the Garden Street corridor will likely begin at the intersection with Barrancas Avenue, where a highly-visible commercial node already exists, with intersection improvements and CRA-guided infill development. The economic impact of that investment will likely ripple out to the west in later phases.

- Fund development that respects the scale and character of Garden Street;
- Guide developers through a design review process to adaptively reuse houses and small structures to minimize the impact of commercial uses;
- Ensure that parking, noise, trash, and other negative impacts on the residential neighborhoods are minimized.

13. Baptist Hospital Redevelopment

- Conduct a national search for a mixed-income, mixed-use, visionary developer who will coordinate a holistic redevelopment that incorporates health, education, and well-being in addition to residential and commercial development.
- Lay out and execute a robust and authentic community engagement process to involve the surrounding neighborhoods and city-wide stakeholders in the redevelopment process.
- Form partnerships with education and health organizations that could serve as anchors for the redevelopment.
- Work with Escambia County to pursue the annexation of blocks located north of Avery Street and blocks west of E Street to Pace Boulevard.

NEIGHBORHOOD DEVELOPMENT

The Neighborhood Development category includes recommendations that would build neighborhood organization capacity, preserve cultural landmarks and historic buildings, and create branded destinations. Examples of recommendations in the Neighborhood Development category include:

- Neighborhood identity and wayfinding;
- Neighborhood capacity building;
- Corridor development;
- Development of entertainment destinations;
- Community policing strategies.

The policy recommendations emerged as important through the CRA Plan Update process, through a combination of community input and suggestions, conversations with CRA and City staff about challenges of the current development review and approvals process, and relevant recommendations from the previous plans. Some recommendations are location-based, while others are global and applicable to the whole district.

The Neighborhood Development policy recommendations, like the Special Demonstration Projects, are intended to provide examples of appropriate CRA projects. However, policies are not limited to those listed. The policies included are not listed in order or priority. The CRA will use the evaluation tools in the Implementation chapter to prioritize projects and match projects to available funding.

www.elajordanhome.org

Ella L. Jordan African American History Museum

Attribution

Paver patterns help create unique identities in different neighborhoods

RECOMMENDATIONS

1. Neighborhood Capacity Building

- Secure grants to support and help neighborhood organizations build capacity.
- Identify resources that neighborhood organizations can connect to (such as non-profit development courses at Pensacola State College, Neighborworks, etc.).

2. Develop Neighborhood-Specific Plans

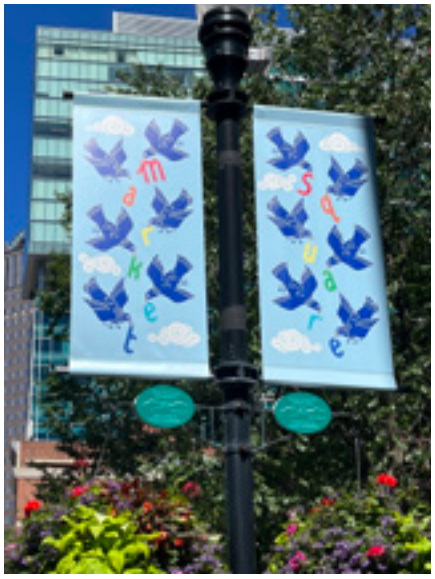
Fund and support the development of neighborhood plans that define projects and activities that are most important to the neighborhood. The CRA and City should define the topics appropriate for neighborhood plans (such as increases in density, locations for mixed-use, lot sizes, and considerations about adjacent uses). The City and CRA should also help to identify implementation activities that would be the responsibility of the neighborhood and those that would be led by the City, CRA, or partner organizations.

3. Neighborhood Identify & Wayfinding Building

- Fund efforts to support neighborhoods in developing unique identity, branding, and wayfinding for individual neighborhoods, areas of cultural significance, and special districts. These efforts can be used to reinforce sense of place and distinguish neighborhoods and special districts from one another.
- Fund the installation of branded neighborhood gateway signs, banners, and other placemaking elements.
- Rather than marking and defining the edges of CRA districts, placemaking signage should be used to indicate centers and places people gravitate toward. Identity signage should focus on the Barrancas Corridor, Cervantes Street between F and A Streets, and Historic Brownsville.

4. Revitalize Cultural Landmarks & Historic Buildings

Offer incentives and support projects that preserve and celebrate cultural destinations and preserve historic buildings, like the Gibson School. Look for viable uses to adaptively reuse important buildings in the neighborhood.



Signage based on local destinations

Public art establishes a theme

5. Equitable Development Strategies

Establish a set of Equitable Development Principles and a toolbox of implementable strategies for all CRA areas in Pensacola. Work with neighborhoods to identify the strategies appropriate for specific areas.

6. Community Safety

Fund programs that enhance community safety in the CRA District, reducing minor and violent crimes. Making places feel safe will encourage further investment and new residents moving into the district.

Community policing strategies may include:

- Funding increased patrols in the CRA District;
- Working with the police department to employ community policing best practices (bicycle patrols, community outreach events, etc.);
- Funding violence prevention programs, such as park or community ambassadors or outreach team members.

Brett Sayles

LEARNING FROM SAFE COMMUNITIES

BUILDING RELATIONSHIPS

Police should work with community members to build trust and rapport. This can lead to more people reporting crimes and providing information.

TRANSPARENCY

Police should be open about their policies and procedures, and how they operate. This can help build trust and accountability.

PROACTIVELY SOLVING PROBLEMS

Police should work with the community to identify and address the underlying causes of public safety issues.

EMBEDDING COMMUNITY ENGAGEMENT

Community engagement should be a core part of an agency's culture. When people trust the police, they are more likely to follow the law and help create a safer community.

WHAT ARE EXAMPLES OF COMMUNITY VIOLENCE INTERRUPTION (CVI) INITIATIVES?

- Violence interrupter programs, which use peace-building approaches to stop violence before it occurs by placing ambassadors on the street who can de-escalate conflict, provide mediation, and build supportive relationships with those at highest risk of experiencing violence.
- Programs to reduce gang-related affiliation and connect at-risk young people to employment and economic opportunities.

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HOUSING

The Housing policy category includes recommendations that will increase the options for housing in the district, including rental and homeownership and a range of housing types and affordability. Examples of recommendations in the Housing category include:

- Providing incentives for developers to build affordable housing;
- Working with developers to improve the quality of proposed housing design;
- Developing pre-approved building plans;
- Acquiring land for infill housing;
- Substantial rehabilitation of existing housing;
- Residential property improvement programs;
- Supporting first-time homebuyers;
- Large-scale mixed-use, mixed-income housing development.

The policy recommendations emerged as important through the CRA Plan Update process, through a combination of community input and suggestions, conversations with CRA and City staff about challenges of the current development review and approvals process, and relevant recommendations from the previous plans. Some recommendations are location-based, while others are global and applicable to the whole district.

The Housing policy recommendations, like the Special Demonstration Projects, are intended to provide examples of appropriate CRA projects. However, policies are not limited to those listed. The policies included are not listed in order or priority. The CRA will use the evaluation tools in the Implementation chapter to prioritize projects and match projects to available funding.

RD.NE

RECOMMENDATIONS

1. Residential Property Improvement Project (RPIP)

Continue offering property improvement programs, such as RPIP and the Resiliency program, to preserve and create affordable housing units.

2. Demolition and Reconstruction Funding Program

- Develop a companion program to the RPIP for substantial demo and reconstruction (for primary structures and ADUs, rehab or new construction). This could be accessed by both owners as well as developers to facilitate infill in the districts.
- Applicants would need to demonstrate that preservation wasn't feasible.
- The CRA should conduct a study of contributing structures to historic character in neighborhoods to ensure that significant buildings are not demolished as part of this program.

3. CRA-Led Infill Development

- Acquire lots for infill development.
- Help fund the construction of new housing, partnering with organizations such as the Homebuilders Association to keep costs as low as possible.
- Facilitate land swaps to locate the highest and best uses along key corridors.

4. Partnership with Community Land Trusts for Infill Development

- Acquire lots for infill development and convey to Community Land Trust(s), such as the Northwest Florida CLT. Reference Escambia County's escheated property list to target lots for potential acquisition.
- Help fund the construction of new infill housing, partnering with organizations such as the Homebuilders Association to keep costs as low as possible.
- Facilitate land swaps to locate the highest and best uses along key corridors.

5. Pre-Approved Building Plans

Continue to develop a selection of pre-approved building plans, especially for narrow 30-foot infill lots, and establish a program where potential homebuyers can apply to use these plans. Partnering with a local builder experienced in this building type should be explored to help implement this program.

Example of newer infill housing

Examples of narrow housing types can be found throughout Pensacola

LEARNING FROM GREAT NEIGHBORHOODS

Require affordable housing projects receiving CRA funding to meet general design standards, including the principles of good design described below.

BUILDINGS FRONT PUBLIC AREAS

If a development does not include public streets, parking drive aisles should be designed with enhancements to make them "street-like," i.e. with shade trees, non-circuitous sidewalks, street furniture such as benches, trash receptacles, and street lights.

ACCESS

Convenient access to public transit, walking/bike trails, and amenities enhances access to opportunities for employment, education, and cultural experiences.

NEIGHBORHOOD-SCALE STREETS & BLOCKS

Development should be organized into blocks that are less than 3 acres each to create a walkable community. Streets should create an interconnected grid, with comfortable, shaded sidewalks.

FRONTS AND BACKS

Buildings should have discernible fronts and backs. Front facades should face other front facades and rears of buildings should face other rear facades.

PERIMETER FRONTAGE

Fronts of buildings should face publicly accessible streets (or parking lot drive aisles designed to be "street-like") or greenways. Service areas, off-street parking, and semi-private outdoor space should be located in the center of blocks or in the rear of buildings.

DIVERSE BUILDING TYPES

The objective is to build new homes in new or extended neighborhoods. A range of building types and architectural designs are required to move from building a development or apartment complex (typically with one or two repeating building designs) to a neighborhood.

MIXED-INCOME

If possible, affordable projects should aim to serve a range of incomes by offering a range of unit types and sizes, or by building in long-term affordability through subsidy for a portion of the units.

HUMAN-SCALE BUILDING ELEMENTS

Architectural elements including porches, stoops, awnings, balconies, and other elements are necessary to create places where people can interact and enjoy outdoor space. The scale of buildings should be consistent with the surrounding neighborhood.

ACCESSIBLE AMENITIES

The development has a diverse range of indoor and outdoor amenities, including small parks for children, indoor community gathering space, fitness amenities, etc.

QUALITY MATERIALS

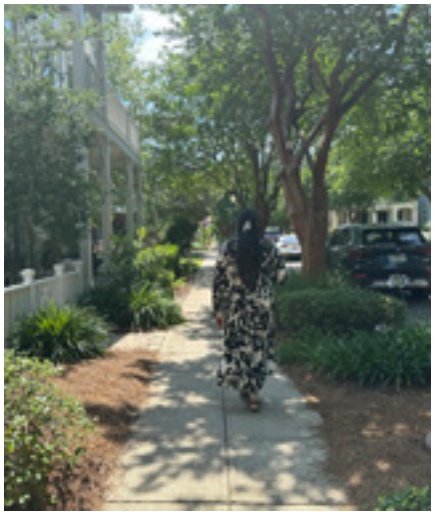
Build affordable housing with high-quality, durable materials that are comparable in quality to moderate market-rate projects to ensure affordable projects will not be easily identified or stigmatized.

6. First-Time Homebuyers

- Identify barriers that may keep residents from using the first-time homebuyers programs provided by the City and the county.
- Connect potential first-time homebuyers to financial incentives.
- Explore strategies for increasing homeownership.

7. Affordable Housing Incentive

- Use incentive programs aligned with the principles and goals of the redevelopment plan to continue to fund affordable housing projects.
- Identify target areas for incentives, which may include affordable housing, infrastructure improvements, coordination with redevelopment project(s), floodproofing as a means to encourage certain uses, etc.
- Engage partners like the Northwest Florida Community Land Trust to develop high-quality affordable projects in the CRA Districts.
- Include supportive housing as part of the affordable housing incentive.
- Ensure that all affordable housing is designed to fit into the character of the surrounding area.



Example of a walkable neighborhood street

8. Small-Scale Affordable Housing Rental Program

Create an incentive program to create and preserve affordable missing middle rental housing. The CRA is restructuring the TIF Rebate Incentive program to offer greater flexibility and effectiveness in supporting redevelopment within the city's redevelopment areas. The updated program is designed to be more robust, enabling developers to access tailored incentives that better align with the unique needs of their projects. By introducing a more adaptable framework, the revised TIF Rebate program will provide a wider range of options, ensuring that developers receive timely support while fostering sustainable growth in key redevelopment zones. This revamped incentive structures aims to drive economic development and revitalization efforts across the city, enhancing the overall impact of the program.

9. Large Scale Redevelopment Projects

- Ensure authentic community engagement and public participation opportunities.
- Select developers and design consultants that adhere to principles of good urban design (connected street grid, walkable block size, streets designed for pedestrians, mix of uses, dense and compact building types, access to transit, creation of public gathering spaces, etc.)
- Large-scale redevelopments must be broken into walkable block sizes with public streets or publicly-accessible private drives designed like public streets (with on-street parking and sidewalks).

10. Quality Multifamily Development

Use New Urbanist design principles in the design of multifamily housing developments. Incorporating language into the CRA's RFQs and RFPs specifying the selection of developers and/or design consultants who adhere to New Urbanist design principles will ensure alignment with best practices.

TRANSPORTATION, STREETS, AND PARKING

OVERVIEW

Transportation investments are an essential component to achieving broader community goals. Streets, trees, sidewalks, bicycle lanes, public art, and parking spaces often make up the majority of the land area of communities and are the heart of the public realm. As a result, many economic development plans and community-oriented policies are contingent on their thoughtful alignment with transportation projects. Ensuring that residents feel safe and comfortable while walking, driving, biking, taking transit, using public amenities, and patronizing businesses is always an important factor for all great neighborhoods.

The transportation recommendations outlined in this section can be understood as adhering to the following three high-level goals:

- **Accessibility** Support the development of an integrated and connected multi-modal transportation system that focuses on improvements that prioritize people walking, biking, using transit, and people with disabilities, providing everyone the opportunity to reach destinations for employment, leisure, and essential services.
- **Placemaking & Public Realm** Design transportation projects and site design that preserves community identity and provides welcoming spaces for civic, social, and commercial activity.
- **Safety** Provide safe and comfortable streets to support healthy and vibrant communities while improving residents' quality of life and the overall walkability of a neighborhood.

Transportation equity is an integral part of the evaluation and prioritization of projects and runs across all the goals.

The recommendations detailed in this section were shaped by community feedback and build on efforts undertaken by the CRA in previous plans, the City of Pensacola, and the Westside community. Specifically, these recommendations are aligned with the Active Transportation Plan (ATP) adopted by the City in August 2023 and the Westside Community Redevelopment Area Plan adopted by the City in 2007.

In the Westside, transportation strategies are focused on establishing a neighborhood identity, supporting a multimodal transportation network, and improving the safety and comfort of W Cervantes Street, Barrancas Avenue, and key intersections along N Pace Boulevard and A Street.

ACTIVE TRANSPORTATION PLAN (ATP) – 2023

The goal of the ATP is to accommodate all community members and encourage alternative transportation modes outside of car travel. The plan is focused on filling gaps in the transportation network and linking key destinations such as schools, parks, and commercial areas. Three categories of pedestrian- and bicycle-focused infrastructure are established by a Future Network framework in the ATP:

- Neighborhood Greenways
- Bike Routes
- Trails

The Future Network design recommendations include using context-sensitive designs to make streets safer and more accessible based on their location (urban, suburban, etc.), using countermeasures to calm traffic, improve crossings, and/or expanding the bicycle network.

WESTSIDE COMMUNITY REDEVELOPMENT AREA PLAN – 2007

Although adopted nearly two decades ago, the Westside Community Redevelopment Area Plan made a variety of recommendations for corridors that are still relevant today, including:

- Pace Boulevard
- Garden Street
- Barrancas Avenue
- W Cervantes Street

Projects in the 2007 plan generally focused on traffic calming, intersection and streetscape improvements, and overall connectivity.

Westside Streets

Recommendations contained in this section are intended to improve safety, connectivity, accessibility, and navigability for all users and are focused on improvements that support and further the special demonstration projects and that are focused on selective corridors for improvements. These corridors are generally identified as primary streets but may also include other key streets and intersections that provide important connectivity within the district.

Not all recommendations listed are able to be directly undertaken by the CRA, there are various roles for the CRA to play in the implementation of these projects. Some of these roles are further defined in the implementation section of this plan. Recommendations which require the CRA to play more of an advocate role are provided separately as these may be broader and more general and scope or simply not within the CRA's purview yet were identified as a need from community members throughout the engagement process of this plan update.

The goal of creating more safe, accessible, and aesthetically vibrant communities will take advocacy and partnerships across multiple agencies and city departments for transportation improvements that go above the baseline standards. Such improvements may not be routinely implemented currently but as part of a plan that has a 20-year horizon to improve inadequate infrastructure, these upgrades could have bigger placemaking impacts and address community needs while also setting the stage for economic and neighborhood development within the Westside.

RECOMMENDATIONS

1. Curb Management Study

Fund a curb management study and create a plan to maximize opportunities for landscaping, dedicated bicycle lanes, and on-street parking along key corridors.

2. Low-Impact Design Standards

Promote low-impact design standards for use in corridor improvement projects and parking design standards to increase landscaping opportunities and provide stormwater mitigation where necessary.

3. Undergrounding Utilities

For all CRA-funded projects, advocate for the undergrounding of utilities as an investment that adds placemaking and resilience value.

4. Partnerships

Continue and strengthen partnerships with the Florida-Alabama Transportation Planning Organization (FL-AL TPO), the Florida Department of Transportation (FDOT), the Emerald Coast Regional Council (ECRC), and Escambia County Area Transit (ECAT) to integrate CRA projects into the transportation planning process. Additionally, CRA should continue to work on providing project lists to be integrated into the Transportation Improvement Plan (TIP) and Long Range Transportation Plan (LRTP) for the region.

5. Connecting Disadvantaged Communities

Partner with the City to fund and advocate for development of wider micromobility policies and plans that focus on supporting disadvantaged communities.

6. Data Collection

Assist other organizations with collecting data to support implementation of projects. For example, hosting "walking audits" with community residents to document needs related to maintenance, safety, and crossings.

7. Pedestrian & Bicycle Facilities Design Guidelines

Work with the City to review and update city policies and standards for pedestrian and bicycle facilities to adopt design guidelines that are aligned with best practices and state-of-the-art systems.

8. Transit First and Last-Mile Experience

Work with the City and local developers to implement transportation infrastructure projects for pedestrian, bicycle, and micromobility services and facilities that improve transit's " first and last-mile" experience.

Creating standards for pedestrian and bicycle facilities can make a huge impact on increasing safety

THE CHALLENGE

There are several challenges in the Westside voiced by community residents. These challenges are also a common occurrence in other districts. These include:

- Intersections that are unsafe for bike/ped crossing
- Speeding vehicles
- Lack of maintenance on existing pedestrian flashing crosswalk lights
- Lack of pedestrian crosswalks
- Lack of maintenance on existing sidewalks
- Lack of sidewalks
- Lack of protected space or roadways that accommodate pedestrians and bicycles and connect them across all districts and neighborhoods
- Lack of places to walk to i.e., restaurants or stores (Westside)
- Flooding issues are a big challenge
- Vehicle dominated streets make pedestrians and bicyclist feel unsafe
- Roadways that are the most unsafe or are barriers in districts are State roads

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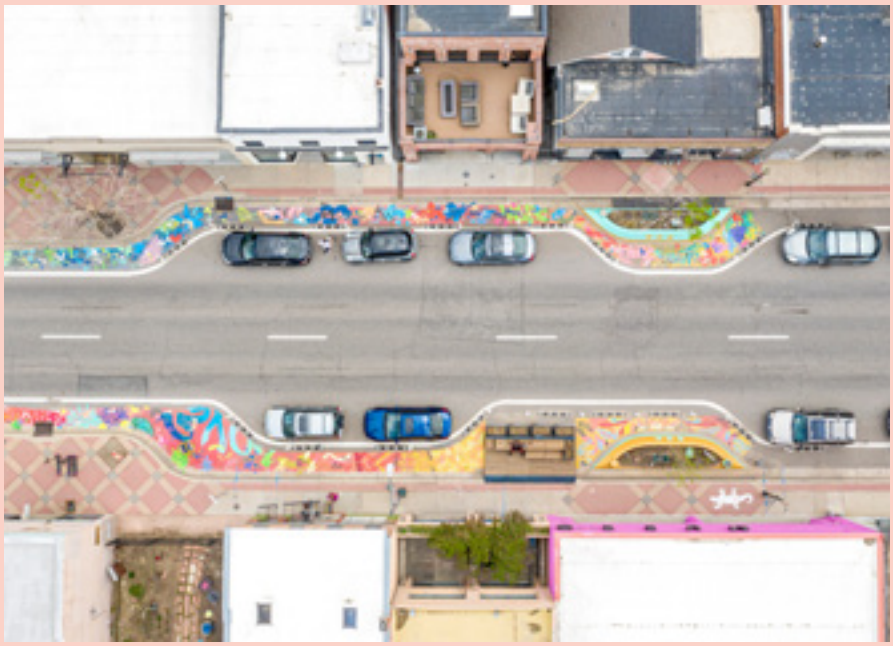


LEARNING FROM GREAT STREETS

CURB MANAGEMENT

A plan that manages the space between the curb and travel lanes can provide a wide range of benefits when considered in combination with access management (or curb cuts/driveways) It is also a way to claim back space that can be used for amenities such as micromobility, parklets, enhanced transit stops or an extension of the pedestrian zone and in commercial areas can also provide for loading zones. The CRA should partner with the city to fund such a study in key corridors like A Street, Garden Street, and Government Street.

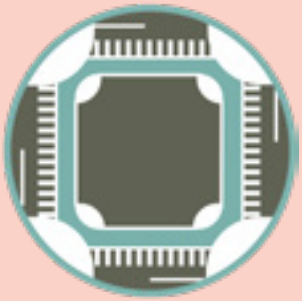
ACCESS MANAGEMENT

Removing redundant access to properties along busy corridors can provide other opportunities within the right-of-way such as continuous sidewalks or streetscape improvements. By reducing the number of interruptions and conflict points for pedestrians and vehicles, accessibility and mobility are increased and safety is improved for all users.

LANE RE-PURPOSING

Removing unnecessary driveways improves safety by minimizing car turning movements and consequently, provides the opportunity for removal of left-turn lanes to allow for pedestrian mid-block crossings instead where applicable and/or for the addition of such streetscape improvements as medians in place of the left-turn lane.

REDUCE SPEED LIMITS



ENHANCED INTERSECTIONS

CROSSWALK DENSITY

NEW & ENHANCED BIKE LANES

NEW & ENHANCED SIDEWALKS

TRAFFIC CALMING

ACCESS MANAGEMENT

WAYFINDING

COUNTERMEASURES

A countermeasure is a safety improvement that is designed to prevent or offset an issue. While the CRA is not responsible for operation and maintenance of roadways, the CRA can be great partners and advocates for the implementation of such improvements that support and further the CRA's mission and goals. In addition to advocacy for certain improvements, safety improvements should link to Emerald Coast Regional Council (ECRC) Safe Streets and Road for All (SS4A) Safety Action Plan (adopted Dec 2024). Countermeasures that could provide district-wide benefits may include:

REDUCE SPEED LIMITS

Setting speed limits that are appropriate for the surrounding environment helps enhance safety and further street design concepts that prioritize pedestrians and cyclists. CRA may provide funding support for target speed studies to help develop a plan to set appropriate speed limits based on context and safety concerns.

ENHANCED INTERSECTIONS

Enhanced intersections help to delineate pedestrian and bicycle movements by slowing traffic and providing shorter crossing distances. Improvements can include corner islands, curb extensions, pavers, and even painted designs to bring attention to the space.

CROSSWALK DENSITY

Increasing the number and frequency of crosswalks to the network maximizes connectivity for pedestrians and improves safety by providing multiple designated, marked crossing locations. CRA can help provide the City with a prioritized list of intersections where new or improved crosswalks are needed.

NEW & ENHANCED BIKE LANES

Separating bike lanes with physical barriers, adding pavement markings, and incorporating signage helps to reduce crashes and slow car speeds.

NEW & ENHANCED SIDEWALKS

Completing the sidewalk network by adding or widening sidewalks is essential to the safety and comfort of pedestrians. This will also help to fill gaps in facilities and infrastructure that accommodates users of all abilities.

TRAFFIC CALMING

Installing traffic calming features can reduce crashes by slowing traffic and reducing points of conflicts. Improvements can include mini traffic circles which use paint and soft hit posts to replace 4-way stops, roundabouts, or chicanes.

ACCESS MANAGEMENT

Removing redundant driveways creates continuous predictable zones for pedestrians, bicyclists, and vehicles, thereby increasing the safety of all users. Improvements can go beyond closing or modifying driveways and include creating other curb management amenities, such as bicycle parking, parklets, or landscaping areas.

WAYFINDING MEASURES

A network of signs highlighting nearby pedestrian and bicycle facilities helps guide users to crossing locations as well as cultural amenities.

Providing great spaces for pedestrians encourages people to walk instead of drive, alleviating traffic congestion

9. Bus Shelter Improvements

Coordinate with ECAT to support bus shelter improvements along main transit lines.

10. Downtown Circulator

- Fund a feasibility study to explore the feasibility of establishing and operating a free downtown circulator.
- Project start-up and long-term operations costs.
- Quantify the economic impact.

11. Intersection and Sidewalk Improvements

The CRA should advocate for and consider funding further analysis for safety improvements that prioritize key intersections along priority corridors such as:

- N A Street at W Cervantes Street, W Wright Street, W Gregory Street, W Garden Street, and W Government Street;
- N Pace Blvd at W Garden Street, W Gregory Street, W Wright Street, W Jackson Street, and W Cervantes Street.

These improvements help to prioritize pedestrian and cyclist connectivity without the need for a whole corridor reconstruction and furthers the ATP prioritization of neighborhood greenways. Additional funding towards countermeasures that go above the standard and are proven to increase safety and prioritize resident quality of life can provide improvements that are cost effective and timely. There are a variety of countermeasures to choose from such as raised crosswalks at key intersections. Additional countermeasures that could be used that may be most applicable for the Westside are further discussed in this section.

MINI ROUNDABOUTS

A mini roundabout is a small yet powerful tool in traffic calming. These improvements when applied correctly can give additional access for pedestrians and bicyclists; reduce the occurrence of speeding and running STOP signs; reduce the noise caused by vehicles braking hard and accelerating at intersections. Additionally, they can provide enhanced aesthetics while improving traffic flow.

12. N Pace Boulevard Intersection Improvements

Closely coordinate with City and ECRC to provide input and make sure that intersection improvements are also being considered along with the corridor management study that will begin early 2025. Study should include engineering and planning principles necessary to create a safe, connected, and visually appealing corridor. Recommendations should not require additional right-of-way (ROW), and further enhance intersection improvements that support the adopted ECRC Safe Streets and Roads for All (SS4A) Safety Action Plan December 2024). Improvements could include countermeasures such as:

- Removing redundant driveways to create continuous predictable zones for pedestrians, bicyclists, and vehicles notably at W Gregory St and W Wright St and the Global Learning Academy;
- Developing a wayfinding master plan that promotes community assets such as St. John's Cemetery, Westside Library and Legion Field. Highlighting nearby pedestrian and bicycle facilities helps guide users to crossing locations as well as cultural amenities;
- Introduce traffic calming through streetscape improvements such as medians, on-street parking, and raised crosswalks;
- Conduct further analysis and study for the reduction of speed limits and design improvements according to a new target speed. N. Pace Blvd is one the few roadways in the city that current speed limit is 40 mph.

13. W Garden Street Improvements

Improvements should enhance and feature the landscaped median in the urban core providing pedestrian access. Remove on-street parking to allow for improved transit connectivity. Provide additional and improved mid-block pedestrian crossings initiated by FDOT project 435178-3 . Pedestrian crossings could utilize the landscaped median for refuge and repurposed on-street parking dimension and lane width reductions could allow for passive activities in the median.

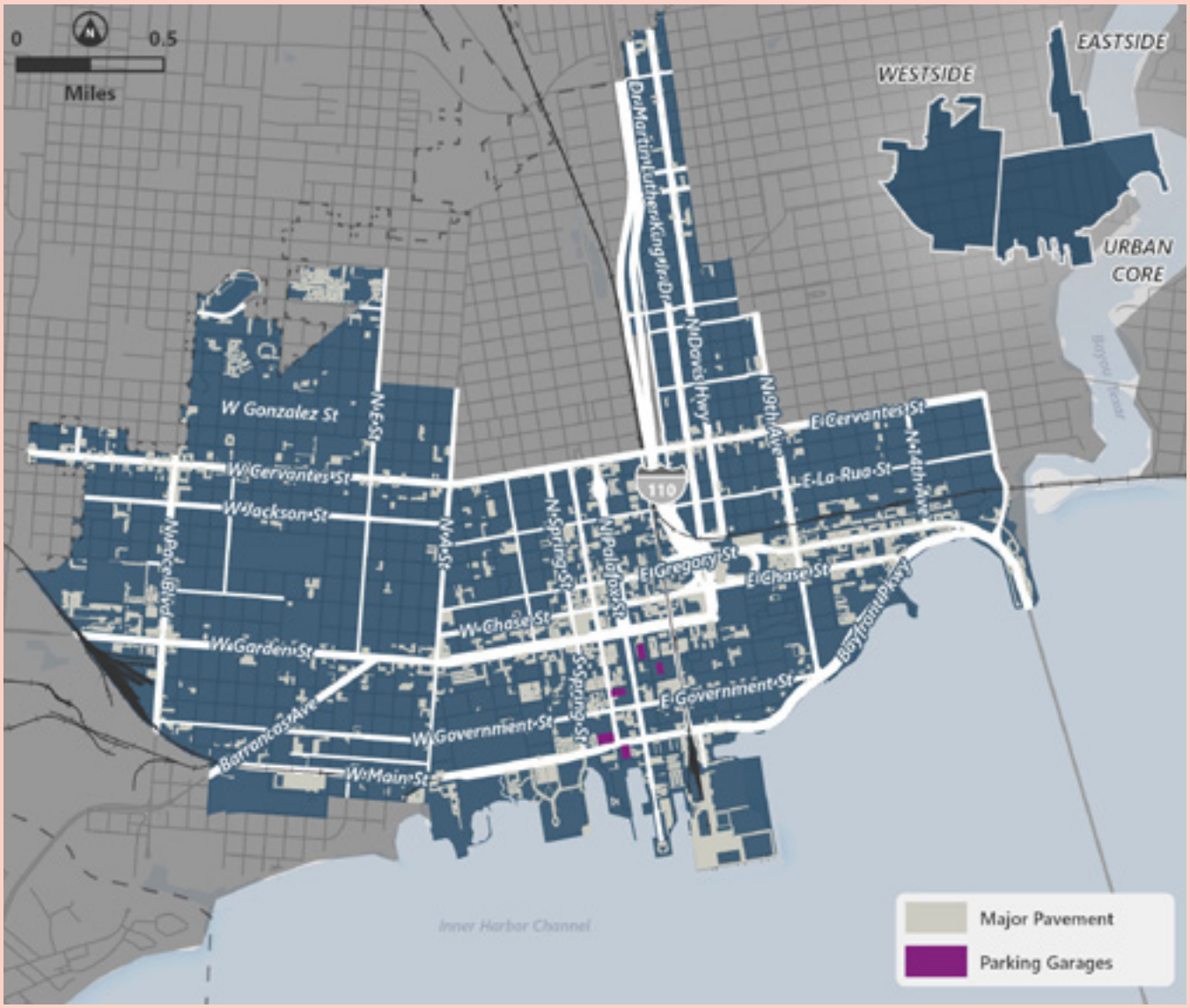
14. Parking Projects and Requirements

- Quick build pilot projects that either remove or add on-street parking can provide short-term improvements that allow residents and visitors to experience impacts before committing to large financial investments.
- Convert strategically located, such as at corners or midblock, on-street parking spots into landscape zones, parklets, pop-ups, and street.
- Residential or commercial parking areas should be located to preserve building presence on the street and provide uninterrupted pedestrian facilities.
- All non-residential buildings and multi-family residential buildings should provide both short-term and long-term bicycle or other micromobility storage space.

Produce bicycle parking and/or storage

Introduce traffic calming through on-street parking

Convert parking spaces into parklets or pop-ups



LEARNING FROM BEST PARKING PRACTICES

Parking plays a major role in an area's mobility. It can be an asset if thoughtfully located – supporting local businesses or meeting the needs of residents. But parking can be a liability when ineffective policies place a premium on parking demands; as a result, the pedestrian fabric of a community is eroded.

Requiring minimum parking standards and locating surface parking lots along street frontages lead to environments that are hostile to pedestrians. The heat island effects that are caused by large areas of asphalt without tree cover, underutilized parcels, and a lack of street definition make a huge impact on the environment and to the quality of life for residents.

In the Westside, there are 254 "Major Paved" areas for a total of 110 acres of paving.

PARKING GOALS

The goals of parking recommendations are to:

- Facilitate easy access to downtown while promoting transit and other modes of transportation while prioritizing a more walkable and bikeable environment.
- Coordinate parking locations – surface lots or structured – with transit, micro-transit, and micromobility hubs.
- Develop parking facilities that meet parking needs through a shared parking methodology.
- Minimize impact from parking on the public realm.

OPEN SPACE AND COMMUNITY AMENITIES

The Open Space and Community Amenities policy category includes recommendations that enhance the quality of life within the district by increasing access to parks, trails, recreation, community centers, and other community destinations. Examples of recommendations in the Open Space and Community Amenities category include:

- Recommendations about specific parks or open spaces;
- Recommendations for new or improved community amenities;
- Qualities that the CRA should prioritize in proposed designs, such as natural habitats or tree canopy and shade;
- Participation in the City's upcoming Parks Master Plan;
- Celebration of places with historic and cultural significance in neighborhoods and special districts through public art;
- Requirements for developers to incorporate public art into their developments;
- Walking and bicycling connections to existing or future parks and destinations;
- Recommendations for community garden, improvements to cemeteries, and other neighborhood opens space.

The policy recommendations emerged as important through the CRA Plan Update process, through a combination of community input and suggestions, conversations with CRA and City staff about challenges of the current development review and approvals process, and relevant recommendations from the previous plans. Some recommendations are location-based, while others are global and applicable to the whole district.

The Open Space and Community Amenities policy recommendations, like the Special Demonstration Projects, are intended to provide examples of appropriate CRA projects. However, policies are not limited to those listed. The policies included are not listed in order or priority. The CRA will use the evaluation tools in the Implementation chapter to prioritize projects and match projects to available funding.

Nikodash

Sasistock

RECOMMENDATIONS

1. Parks Master Plan

- Participate in the 2025 Parks Master Plan being conducted by the City Parks and Recreation Department.
- The plan should assess the existing conditions and amenities and make recommendations for enhancing existing amenities, increasing the usability of the existing open spaces and cemeteries, and transforming vacant lots into new neighborhood parks where needed.
- The planning process should engage residents, relying on community input to guide the amenities, designs, and programming of parks.
- Park designs should prioritize amenities and programming that match the desires and needs of surrounding demographics.
- All interventions in parks and public spaces should prioritize increasing shade, comfort, and usability.
- Neighborhood parks or publicly-accessible open space should be located within 1/4-mile of all neighborhood blocks.
- The CRA may explore the option to fund future specific park enhancements that relate to placemaking.

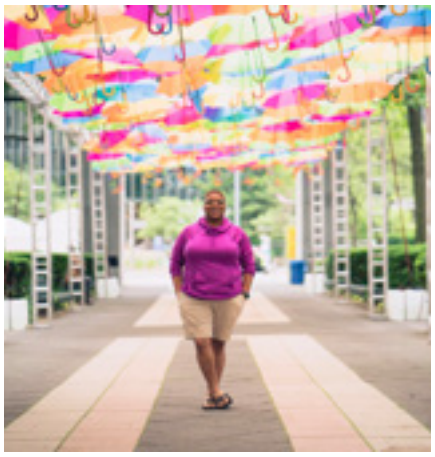
2. Art Requirement for New Development

- Require new development receiving CRA funding to meet a requirement to incorporate public art that celebrates the history, culture, or place.
- Projects would be identified, funded, and installed by private developers; also explore "in-lieu" options.
- The CRA and City should identify and help initiate a regional arts organization that would eventually facilitate the program.

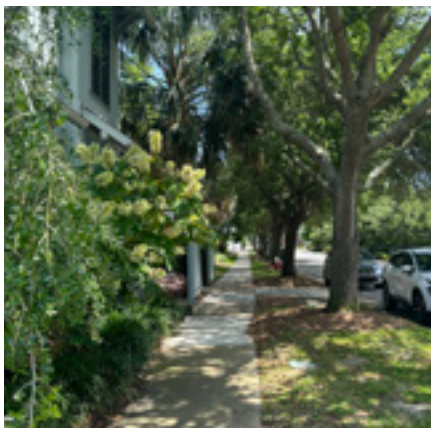
3. Natural Habitats and Tree Canopies

Require the use of native plant species, the creation of natural habitats, and tree canopies to provide shade in CRA-funded projects.

Maggie's Ditch Stormwater Treatment Enhancement Project



Public art project



Shade is a crucial feature for pedestrian spaces in Pensacola's climate

4. Community Facilities

Fund and build improvements to community facilities and programs, such as healthcare services, education, telehealth, community gathering space, a new senior center, a career learning lab, and cyber lounge.

Potential new locations for community facilities that should be studied include the Baptist Hospital redevelopment site, infill sites along Barrancas Avenue, and/or the lumber yard site near the ACW Superfund Site Park that is to be relocated.

5. Public Restrooms

Partner with the City to identify locations, establish standards for design and maintenance, and support the construction and maintenance of public restrooms in or near public parks and highly-trafficked areas. Some potential locations may include Legion Field, Fricker Community Center, near Barrancas Avenue, or along the future Bluffline expansion.

Public restrooms can be added to parks, along streets, or in other public areas

6. Low-Barrier Homeless Shelter and Day Center

In partnership with local and regional homeless organizations, missions, shelters, and support services, the CRA should advocate for creating a low-barrier homeless shelter and day center that provides a comprehensive approach to addressing the needs of homeless individuals, with minimal entry requirements. Such a center should provide a wide range of supportive services, such as job, workforce, and skill training, laundry facilities, and case management to serve a wide range of individuals facing homelessness with complex needs. A low-barrier homeless shelter and day center would be a permanent facility. The building should be designed to fit into the character of the surrounding area.

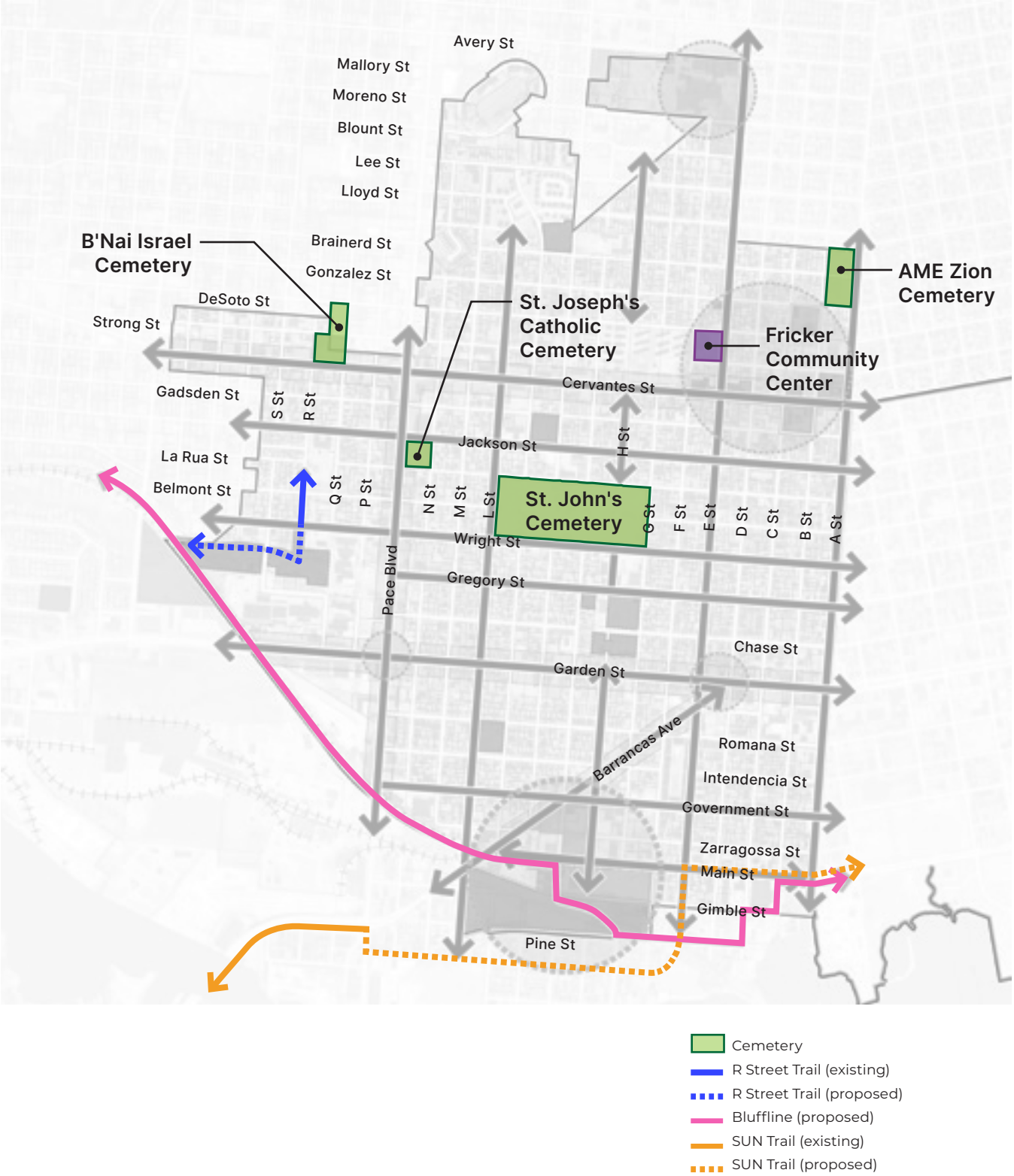
Union Bulletin, Downtown Walla Walla

LEARNING FROM GREAT PARKS

Great parks and open spaces are sanctuaries for communities, with space for both active and passive activities, and connections to nature. The best parks are inclusive of all – no matter your age, ability, needs and wants.

Some of the ingredients that make great parks, especially in a warm, humid climate like Pensacola, could include:

- Kid-friendly play features/playgrounds
- Splash pad and/or public pool
- Public restrooms
- Walking, running paths
- Bicycle paths
- Sports fields
- Seating areas for large, medium, and small gatherings – this could be an open lawn, benches along paths, movable seats, swings, shaded pavilions, etc.
- Multi-purpose events spaces
- Water fountains
- Public art sculptures
- Landscaped gardens, with formal or informal plantings
- Shade from trees and/or structures
- Areas to observe a view of another place – this could be a view of a water body, of a different neighborhood, etc.


Avery St
Mallory St
Moreno St
Blount St
Lee St
Lloyd St
B'Nai Israel Cemetery
Brainerd St
Gonzalez St
DeSoto St
Strong St
St. Joseph's Catholic Cemetery
AME Zion Cemetery
Fricker Community Center
Gadsden St
S St
R St
Cervantes St
La Rua St
Jackson St
H St
Belmont St
Q St
P St
N St
M St
L St
St. John's Cemetery
O St
F St
E St
D St
C St
B St
A St
Wright St
Pace Blvd
Gregory St
Chase St
Garden St
Barrancas Ave
Romana St
Intendencia St
Government St
Zarragossa St
Main St
Gimble St
Pine St
Cemetery
R Street Trail (existing)
R Street Trail (proposed)
Bluffline (proposed)
SUN Trail (existing)
SUN Trail (proposed)

Great trails can spur development by building connections between destinations

7. Community Gardens

- Assess the need for and interest in community gardens in public parks as part of the 2025 Parks Master Plan.
- Build relationships with potential garden operators.
- Pursue gardens and urban forests as part of large-scale master planned redevelopments.

8. Cemeteries

- Enhance the appearance of the 4 significant cemeteries with entry features, better signage, historic markers, landscaping, sidewalk improvements, quality fencing, internal walkways, and lighting.
- Pursue supplemental funding sources (historic preservation grants, private fundraising).
- Support the formation and capacity building for Friends of the Cemeteries organizations.

9. Continuation of the Bluffline

The CRA should advocate for the westward extension of the Bluffline, a bicycle route that is intended to provide east-west connectivity near the shoreline. The capped containment area (shown in the American Creosote Works (ACW) Superfund Site Redevelopment Special Demonstration Project) may impede the original intended route of the Bluffline, so the CRA should work with the community and Bluffline advocates to determine alternative routes to connect towards the west.

10. Continuation of the SUN Trail

The CRA should continue to advocate for and support the City's project to extend the SUN Trail.

11. R Street Trail

Support and advocate rerouting of the R Street Trail south from the N R Street terminus at Wright Street; within the block behind the Global Learning Academy, the trail should turn westward and connect to the Wildlife Sanctuary of Northwest Florida, crossing N S Street with a mid-block crossing.

Fang XiaNuo

Community gardens can be a great way to build community participation

Google

St. John's Cemetery Entrance

IMPACTS AND PROJECTIONS

NEIGHBORHOOD IMPACT ELEMENT

This plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

Implementing this plan will improve the quality of life for residents within the Westside CRA District and surrounding areas. While all impacts cannot be determined without site-specific proposals that evaluate impacts, this section provides a summary of potential impacts that may occur in each category required by statute. The specific categories that must be addressed are as follows: relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

Relocation

This plan supports the preservation of the existing low- and moderate-income housing facilities in the residential areas. It does not require the relocation of any of the residents of the redevelopment area. The Barrancas Avenue Corridor Strategy, the Gibson School Site Redevelopment, and American Creosote Works (ACW) Superfund Site Redevelopment Special Demonstration Projects will add new units to the area housing stock and may incorporate some levels of affordability. Recommendations included in the Housing section support the creation of programs and incentives that will help support the preservation and addition of affordable and attainable housing.

Should there be a need for relocation of residents, minimizing the impact on any residents subject to relocation will be of the utmost importance. Supportive services and equitable financial treatment will be provided to any individual and all families subject to relocation. When feasible, the relocation impact will be mitigated by relocating within the immediate neighborhood and seeking alternative housing options.

Traffic Circulation

The implementation of this plan related to streetscape improvements and traffic circulation are anticipated to positively impact the Westside CRA District. All recommendations support the enhancement of pedestrian and bicycle safety, multi-modal connectivity, and traffic calming.

Additional traffic may be a result of increasing district-wide housing stock and community resources; however, this plan provides mitigation through the incorporation of on-site parking and improved multi-modal and pedestrian connectivity to alleviate impacts to congestion.

Environmental Quality

The City of Pensacola land use regulations require that stormwater management be addressed as a condition of permitting any development project. When redeveloped, the Gibson School Site Redevelopment and American Creosote Works (ACW) Superfund Site Redevelopment Special Demonstration Projects will incorporate stormwater retention and/or detention areas.

The environmental quality of the Westside CRA District and surrounding areas will be greatly improved upon completion of clean-up activities at the American Creosote Works (ACW) Superfund Site. This plan recommends that this clean-up continues to allow for site redevelopment and reuse.

Community Facilities and Services

This plan supports increasing the number of and improving the variety and quality of community facilities and services in the Westside CRA District, which are detailed in the Open Space and Community Amenities section.

This plan recognizes the importance of community facilities and supports planned improvements of these facilities. Existing open space and recreational facilities in the area include the Fricker Center, Legion Field, Terry Wayne Park, and Kiwanis Park. This plan recommends the addition of open space and recreational facilities, which are intended to expand access to shared open spaces within the neighborhoods. There are multiple cemeteries located in the Westside CRA District, constituting an integral component of the area's open space network. Physical improvements recommended in the plan intend to preserve the cemeteries as important historic landmarks as well as valuable community open space elements. The continuation and enhancement of the Bluffline, SUN Trail, and R Street Trail are also anticipated to improve connections between destinations in and around the Westside CRA District.

Effect on School Population

This plan anticipates positively impacting the area's school population by recommending the continued building of relationships with the Escambia County School District to support the prioritization of projects that will directly improve students' safety and experience. Streetscape and park facilities improvements proposed as part of the Barrancas Avenue Corridor Strategy, Cervantes Street Corridor Strategy, and Gibson School Site Redevelopment Special Demonstration Projects and throughout the district along priority corridors are intended to enhance the safety, accessibility, and experience of students and other residents.

Physical and Social Quality

This plan's recommendations to improve the appearance and safety of highly-trafficked corridors, enhance the pedestrian experience, focus on placemaking and infill development, and increase opportunities for housing and economic development will have a positive impact on the Westside CRA District's physical and visual character. The implementation of this plan's recommendations will help to create housing, employment, and social opportunities.

PRIORITY PROJECTS

Using the CRA Prioritization Criteria and the agreed-upon scoring matrix, the CRA and consultant team has embarked upon a collaborative process to evaluate the projects and recommendations in the plan. Considerations have be made for implementability, availability of funding, alignment of timelines with other public and private investments, and more. The Priority Projects Matrix is meant to act as a living document that will be updated as project feasibility, funding, and priorities evolve, and as projects on the list are funded or completed. All projections, including timeframes and costing, are estimates intended for high-level budgeting purposes only.

The City and/or CRA's ability to undertake the proposed increment expenditures, create new redevelopment areas, or expand existing redevelopment areas as identified herein may be limited in the future by changes in law or circumstances. The City and CRA should consider utilizing debt financing and bond issuance where feasible and allowed by then-current law to finance capital improvements and thereby expedite achievement of desired redevelopment objectives.

Priority Projects for Westside CRA	Timeframe	Projected Cost	Potential Funding Sources
Cervantes Street Corridor Strategy This estimate represents the calculated total development cost for the improvement of crosswalks and assumes a 10% City subsidy for grocery and small business development.	0-5 years	$ 4,942,000	TIF Bond; Federal grant (DOT Safe Streets); FL DOT
Barrancas Avenue Corridor Strategy This estimate represents streetscape and intersection improvements along Barrancas Avenue between Garden Street and Main Street, as well as the development of new mixed-use affordable housing, ground-floor retail, and townhouses.	5-10 years	$ 3,728,000	TIF Bond; Federal grant (DOT Safe Streets); FL DOT
American Creosote Works (ACW) Superfund Site Redevelopment This projection includes the construction of the approximately 5-acre park and related facilities, amenities, and trails.	5-10 years	$ 6,176,000	TIF Bond; Municipal GO Bond; Federal grant (EPA); FL DEO; Private & Institutional Investments
Baptist Hospital Redevelopment The Baptist Hospital Redevelopment will be a large-scale, multi-phase effort, entailing public, private, and non-profit investments. The scope will be determined through an in-depth, dedicated process, which will, in turn, provide more detail for cost projection purposes.	5-10 years	TBD	TIF pay-as-you-go and/ or Municipal General Fund for studies; LIHTC; NMTC; Federal grant (CDBG); FL DEO; Private & Institutional Investments; Nonprofit Grants
Intersection and Sidewalk Improvements These projections were based on identified priority intersections and represents the estimated cost of raised crosswalks and bulbouts at a total of five (5) intersections on Pace Boulevard.	0-10 years	$ 229,000	TIF Bond; Federal grants (US DOT Safe Streets, ATIIP & Transportation Alternatives); FL DOT
CRA Boundary Expansion An Analysis and Necessity of Finding study should be conducted as a way to project the potential benefits and scope of expansion. The broad potential scope of this transformational project must be confirmed before projecting costs. The City and CRA should utilize Debt Financing and Bond issues where feasible and allowed by law to finance capital improvements.	0-5 years	TBD	TIF pay-as-you-go
Commercial Property Improvement Program (CPIP) These projections were based on the existing costs of the program spread over 10 years, which is assumed to continue in its current nature. Any expansion to the Westside CRA District boundary may require more allocation from the assumed TIF increase.	0-10 years	$ 2,000,000	TIF pay-as-you-go; Florida West Economic Development Alliance

Priority Projects for Westside CRA	Timeframe	Projected Cost	Potential Funding Sources
Develop Neighborhood-Specific Plans This projection assumes the involvement of four (4) neighborhoods with a 4-6 month engagement process. It is also assumed that the City/CRA implements the findings.	0-10 years	$ 200,000	TIF pay-as-you-go
Neighborhood Identity & Wayfinding This projection assumes 3 neighborhoods in the Westside CRA District that would each receive a branding and wayfinding design package that would include a variety of street furnishings, signage, and other elements.	0-5 years	$ 400,000	TIF (pay-as-you-go for study; bond for capital); FL DEO; Private & Institutional Investments; Nonprofit Grants/ Corporate Sponsorships; Escambia County's Tourist Development Tax (TDT)
Equitable Development Strategies Assuming that this toolbox of strategies would build on the Hollice T. Williams Park Equitable Development Framework Plan, this abbreviated process is assumed to include approximately 3 months of community engagement and analysis.	0-10 years	$ 40,000	TIF pay-as-you-go; FL DEO; Nonprofit Grants
Gibson School Site Redevelopment The broad scope and variety of potential funding sources that span public, private, and institutional investments must be established in order to accurately project costs for this project.	0-5 years	TBD	TIF Bond; Municipal GO Bond; CDBG; FL DEO; Private & Institutional Investments
Update the CRA Urban Design Overlay Districts (CRAUDOD) This projection assumes a 4-6 month study involving community engagement plus a 4-month adoption process, that could be run by a consultant or by CRA staff. The projected cost assumes a consultant fee, not the cost of staff.	0-5 years	$ 120,000	TIF pay-as-you-go
Neighborhood Commercial Nodes This projection assumes the addition of one (1) retail node in the neighborhood, using regional parametric costs per approximate area.	0-5 years	$ 10,359,000	TIF Bond; FL DEO; Private & Institutional Investments; Nonprofit Grants/Corporate Sponsorships
Neighborhood Capacity Building This projection assumes the CRA could offer three (3) neighborhood capacity building grants of $10,000 each.	0-5 years	$ 30,000	TIF pay-as-you-go; Municipal General Fund; FL DEO; Private & Institutional Investments; Nonprofit Grants
W Garden Street Improvements This estimate represents improvements that enhance and feature the landscaped median, the removal of on-street parking, and the addition or improvement of mid-block pedestrian crossings initiated by FDOT project 435178-3.	0-5 years	$ 3,863,000	TIF Bond; Federal grant (DOT Safe Streets); FL DOT

Priority Projects for Westside CRA	Timeframe	Projected Cost	Potential Funding Sources
Natural Habitats and Tree Canopies This projection assumes approximately 50 trees planted annually over a span of 5 years and uses FDOT BOE/Cost data. Grant funding could lower these projections if sought.	0-5 years	$ 1,514,000	TIF Bond; Federal grant (EPA); FL FWC
Community Facilities This projection assumes approximately 30,000 square feet of new construction community center.	0-10 years	$ 15,250,000	TIF Bond; Municipal GO Bond; Federal Grant (HUD/ CDBG); FL DEO; Private & Institutional Investments; Nonprofit Grants/Corporate Sponsorships
N Pace Boulevard Intersection Improvements This estimate includes intersection improvements along Pace Boulevard between Government and Cervantes Streets. This projection assumes that the CRA will coordinate with the City and ECRC corridor management study set to be conducted in 2025 to ensure any efforts are coordinated.	0-10 years	$ 3,438,000	TIF Bond; Federal Grant (US DOT Safe Streets & RAISE); FL DOT
First-Time Homebuyers This projection assumes that the CRA would offer approximately 10 no-interest second mortgages annually for up to approximately $15,000 each for down payment and closing cost assistance loans (fully forgiven after 5 years) for households making up to 80% AMI.	0-5 years	$ 750,000	County Housing Finance Authority
Art Requirement for New Development This projection assumes a facilitation and review process that could be run by a consultant or by CRA staff. The projected cost would be dependent on staff capacity and program scope.	0-10 years	TBD	Program/policy administration by current City and/or CRA staff; Art projects funded by private developer

TIF REVENUE PROJECTION

Methodology for Modeling Potential Future Revenue

The TIF Calculations evaluates the potential revenue impacts of proposed projects and developments using a Tax Increment Financing (TIF) formula. This analysis examines historic property values (parcel data) and supplementary information from CoStar and City-provided documentation to quantify the additional value from new developments and proximity premium uplift for real estate within a 2,000-foot buffer zone of park projects.

The formula integrates multiple components to project total revenue uplift: a Park Premium + Inflation multiplier is applied to parcels near proposed parks; Public Redevelopment Premium + Inflation accounts for valuation increases driven by CRA Plan initiatives; and Private Redevelopment Premium + Inflation incorporates value increases from developer-proposed projects. These premium valuations are then added to the Future TIF Dollar Base, a forecast of parcel-level values spanning 2025–2035, derived from historic valuations between 2020–2024.

Park Premium Methodology

Parks increase the value of surrounding real estate. The park premium buffer methodology utilizes insights from the Florida Recreation and Parks Association (FRPA)'s property value resources calculator to quantify the added value of proximity to park projects. A multiplier is applied to property values within a defined buffer zone, capturing the economic benefits of access to green spaces. This multiplier is calibrated using national and regional trends in property value appreciation associated with park proximity, with adjustments for local market conditions where appropriate.

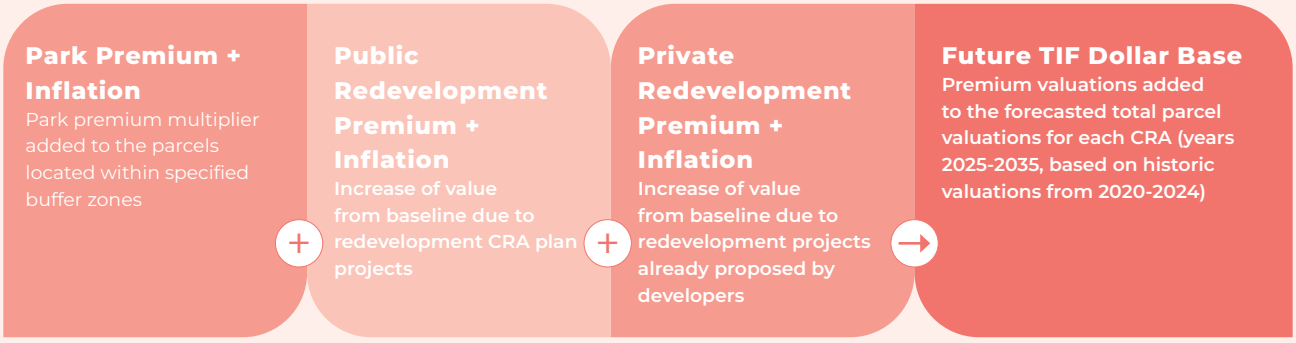
WHAT IS TAX-INCREMENT FINANCING (TIF)?

Tax Increment Financing (TIF) is a method of paying for redevelopment through projections of increased tax revenue on real estate values. The CRA offers TIF rebates to developers as an incentive to redevelop; these rebates are calculated as a percentage of tax increment generated by the project's construction, paid out over a set period of time.

TIF is a method that cities across the country have been using for decades as a tool for local governments to pay for infrastructure improvements and redevelopment of blighted areas. In the State of Florida, city's CRAs are responsible for monitoring/disbursing the TIF revenue.

TIF Calculations Formula

The TIF formula used City-provided historic property values and parcel data, supplemented by CoStar and proposed City documents, as inputs. A multiplier was applied to simulate the proximity premium value uplift for real estate within a 2,000-foot radius of each recommended park project. Additional valuation uplifts from proposed private and public parcels were added to the base CRA forecast data to calculate the total potential revenue from investing in park development.



The buffer boundary logic adheres to industry-standard practices, defining zones of influence based on factors such as walkability, accessibility, and line-of-sight. Properties within a 0.25-mile radius typically receive the highest premiums, with diminishing effects extending up to 0.5 miles or further, depending on the park's size and amenities. These boundaries ensure a consistent and equitable evaluation of the impact of proposed park projects on surrounding property values. The multiplier table is available below:

Identifying Parks For Premium Calculation

The parks selected for the Parks Premium calculation include a series of identified potential park projects outlined in UDA's November 2024 Post-Workshop Survey Summary. This summary captured the perspectives of 174 participants, who were asked for their opinions on specific park initiatives, with one initiative proposed for each CRA. In addition to the three identified parks, the analysis also incorporated the Hollice Park buffer, as this project has been a key component of the contracted JLP+D work.

Park Proximity Premiums

Improvement Value	Park Proximity
20%	For parcels adjacent to the park
10%	For parcels 1 block away (500 feet)
5%	For parcels 2 blocks away (1,000 feet)

Improvement Value	Park Typology
10%	For active parks
33%	For active and passive recreation areas within the park
70%	For passive recreation within the park

Public Proposed Project Valuation Methodology

Proposed public investment project sites were identified in the UDA November 2024 Post-Workshop Survey Summary, with additional project square footage details provided by UDA. The square footage for each project was multiplied by the market price per square foot, as determined by CoStar. These values were then forecast using a unified appreciation rate to estimate future valuations. The difference between the forecast CRA parcel value and the projected public project valuation is applied to the TIF revenue projection.

Private Proposed Project Valuation Methodology

Proposed private investment project sites were identified using a Q4 2024 CoStar data pull of proposed and under-construction projects, which was subsequently reviewed and validated by city staff. The square footage of each project was multiplied by the market price per square foot, as provided by CoStar. These valuations were then forecast using a unified appreciation rate to estimate future property values. The difference between the forecast CRA parcel value and the projected private project valuation was incorporated into the TIF revenue projection.

Baseline Property Value

Baseline projections for property values were developed by integrating the City of Pensacola's geospatial parcel data with historical numeric tax assessor data provided by the client. This was achieved by aligning the Parcel ID from the geospatial parcel dataset with the corresponding Parcel ID in the numeric tax assessor data, ensuring precise mapping of spatial attributes to their historical valuation trends.

Forecast annual appreciation rates are aligned with Florida's historical real estate inflation rates.

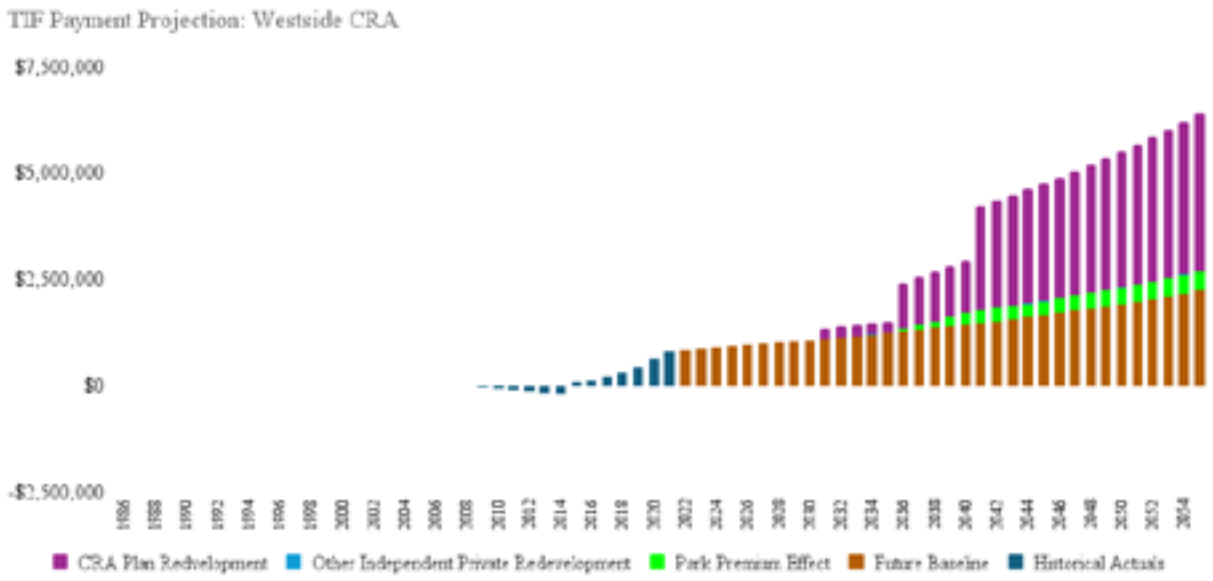
Historic TIF Millage Rates

TIF millage rates were sourced from the client's historical TIF revenue data. The provided data includes the following details:

Year	Eastside	Urban Core	Westside
2008	4.5395	2	4.5395
2009	4.5395	2	4.5395
2010	4.5395	2	4.5395
2011	4.2895	2	4.2895
2012	4.2895	2	4.2895
2013	4.2895	2	4.2895
2014	4.2895	2	4.2895
2015	4.2895	2	4.2895
2016	4.2895	2	4.2895
2017	4.2895	2	4.2895
2018	4.2895	2	4.2895
2019	4.2895	2	4.2895
2020	4.2895	2	4.2895

Westside CRA TIF Revenue Performance

Summary of Revenue Estimation

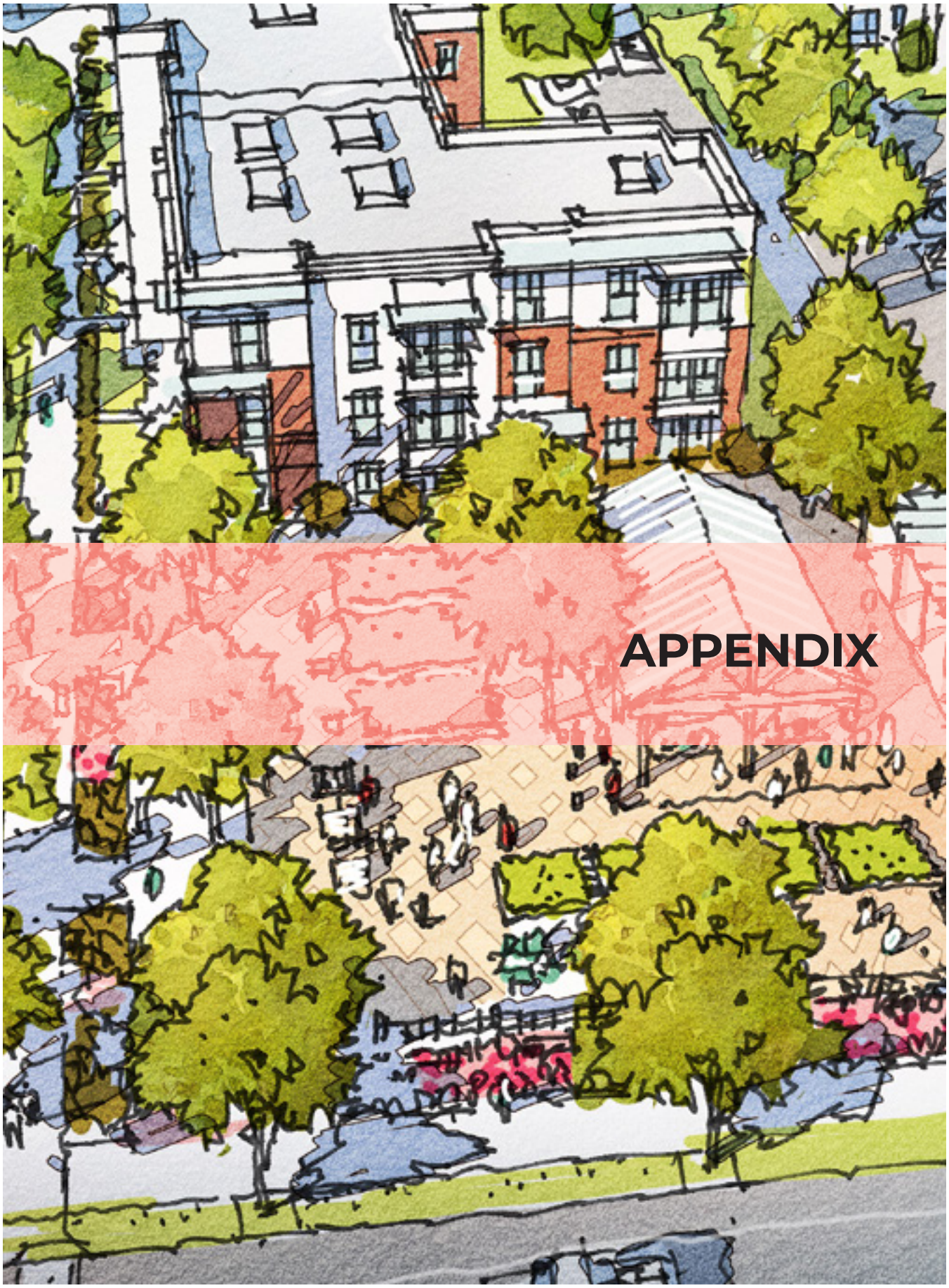


Historically, TIF payments (dark blue) remained negative or relatively low through the early 2000s. However, post-2013, TIF revenue begins a gradual upward trend, coinciding with economic recovery and initial phases of new development.

The future baseline TIF payment with inflation (brown) represents the expected revenue trajectory in the absence of additional development. This steady increase reflects organic property value growth due to inflation and standard reassessments over time.

A notable acceleration in revenue growth begins around 2028, when additional TIF payments from projects included in the CRA Plan (purple) start making a significant impact, including, but are not limited to, proposed projects on the Barrancas Corridor and the Baptist Campus Redevelopment. After 2040, additional investments in the American Creosote Works (ACW) Superfund Site and Cervantes Street will add more value premiums. According to the analysis, there is some but a low level of other private redevelopment not listed in the CRA Plan, highlighting the role of coordinated planning in this district.

Another critical contributor to long-term revenue expansion is the "park premium" (green), which is planned to emerge around the early 2030s. This indicates that public space improvements, particularly park enhancements, will significantly impact property values. Historically, properties adjacent to enhanced public spaces experience appreciation, leading to higher tax increments.



APPENDIX

STATUTORY COMPLIANCE

COMPLIANCE WITH FLORIDA STATUTES

Sections 163.360 through 163.362, Florida Statutes, specify certain elements which must be addressed and content which must be included in community redevelopment plans and modifications to such plans. This Appendix identifies how this Plan Update complies with the statutory requirements.

Florida Statute	Requirement	How the Requirement is Met
§ 163.360(2)(a)	The community redevelopment plan shall . . . [c]onform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act.	*Prior to its approval by the City Council, the Plan Update was submitted to the City of Pensacola Planning Board for review and recommendations, as required by s. 163.360(4), Florida Statutes. The Planning Agency determined that the Plan Update is in conformity with the comprehensive plan for the development of the City as a whole.*
§ 163.360(2)(b)	The community redevelopment plan shall . . . [b]e sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.	*See the sections herein entitled "Land Use, Zoning, and Special Districts" and "Activities."* *With respect to demolition and/or removal of structures, see the section herein entitled "Recommendations" and the discussion therein under the heading "Demolition and Reconstruction Funding Program." See also the heading "Prepare Sites for Redevelopment" under the section entitled "Activities."*
§ 163.360(2)(c)	The community redevelopment plan shall . . . [p]rovide for the development of affordable housing in the area, or state the reasons for not addressing in the plan the development of affordable housing in the area.	*See the section herein entitled "Housing."*
§ 163.362(1)	Every community redevelopment plan shall . . . [c]ontain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.	*See the section herein entitled "Overview of the CRA" for a description of the boundaries of the redevelopment area. See also the section herein entitled "Physical Patterns" which includes various diagrams including use and zoning maps of the redevelopment area and its boundaries. The boundaries of the area are further described in the Finding of Necessity Resolution adopted by the City Council for the redevelopment area*

1

		which includes legislative finding that the conditions in the area meet the criteria for redevelopment and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.
§ 163.362(2)(a)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [t]he approximate amount of open space to be provided and the street layout.	*See the section herein entitled "Open Space and Community Amenities." See also the sections herein entitled "Special Demonstration Projects" which describe and illustrate specific plan and project proposals that indicate open spaces and street layouts.*
§ 163.362(2)(b)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [l]imitations on the type, size, height, number, and proposed use of buildings.	*See the section herein entitled "Land Use, Zoning, and Special Districts" which includes diagrams, general references to the type, size, height, number, and proposed use of buildings. Limitations are established through the City's broader development, land use and zoning regulations.*
§ 163.362(2)(c)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [t]he approximate number of dwelling units.	*See the section herein entitled "Real Estate Market" and the housing market statistics, including number of dwelling units, summarized therein. See also the diagrams set forth under the section entitled "Physical Patterns."*
§ 163.362(2)(d)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [s]uch property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.	*See the sections herein entitled "Open Space and Community Amenities" and "Transportation, Streets, and Parking." See also the section entitled "Physical Patterns" and the diagram therein entitled "Parks, Open Space and Amenities."*
§ 163.362(3)	Every community redevelopment plan shall . . . [i]f the redevelopment area contains low or moderate	*See the section herein entitled "Neighborhood Impact Element."*

	income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.	
§ 163.362(4)	Every community redevelopment plan shall . . . [i]dentify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.	*See the section herein entitled "Priority Projects."*
§ 163.362(5)	Every community redevelopment plan shall . . . [c]ontain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.	*See the section herein entitled "Activities" and in particular the discussion under the heading "Property Disposition."*
§ 163.362(6)	Every community redevelopment plan shall . . . [p]rovide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.	*See the section herein entitled "Activities" and in particular the discussion under the heading "Property Disposition."*
§ 163.362(7)	Every community redevelopment plan shall . . . [p]rovide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.	*See the section herein entitled "Demographic and Market Analysis" and the discussion therein regarding preventing displacement of residents and businesses. See also the section herein entitled "Neighborhood Impact Element."*

§ 163.362(8)	Every community redevelopment plan shall . . . [p]rovide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.	*See the section herein entitled "Housing."*
§ 163.362(9)	Every community redevelopment plan shall . . . [c]ontain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.	*See the section herein entitled "Priority Projects."*
§ 163.362(10)	Every community redevelopment plan shall . . . [p]rovide a time certain for completing all redevelopment financed by increment revenues.	*See the section herein entitled "Overview of the CRA," which specifies the date certain as May 23, 2037.*

SUMMARY OF STEP 1 ENGAGEMENT

LIST OF ENGAGEMENT EVENTS

During Step 1 of the planning process, several different types of community engagement were utilized:

Listening Workshop #1 — May 28th

- To explain the CRA planning process and to hear from residents about the key issues to address in the plan
- Sanders Beach-Corrine Jones Resource Center
- 40 attendees

Interactive Online Map (detailed on following pages)* — May 28th-August 23rd

- 765 contributions from 213 contributors

Stakeholder Meetings* — May 28th-31st

- Topic-based meetings
  - Workforce & Economic Development
  - Housing
  - Community Support Organizations
  - Historic Preservation
  - Arts & Culture
  - Neighborhood Associations
  - Environment & Waterways
  - Parks & Amenities
  - Transportation
- 51 organizations attended over three days

Virtual Workshop #1* — June 11th

- To explain the CRA planning process and to hear from residents about the key issues to address in the plan
- Provided for those that could not attend in-person workshops in May

Community Conversations* — August

- Three additional CRA staff-led workshops
- 138 total attendees

Stakeholder Meetings* — August

- Smaller meeting to discuss specific tops in the three CRA districts
  - Neighborhood Associations Stakeholder Meeting (11 attendees)
  - Environmental & Waterways, Parks & Amenities, and Transportation Stakeholder Meeting (7 attendees)

Pop-up Summer kids camps & Senior Bingo — August**

- Four CRA staff-led events
- 70 total attendees

Listening workshop

Stakeholder meeting

Listening workshop

** This engagement included attendees from all 3 districts*

*** This engagement was conducted with the Westside and Eastside*

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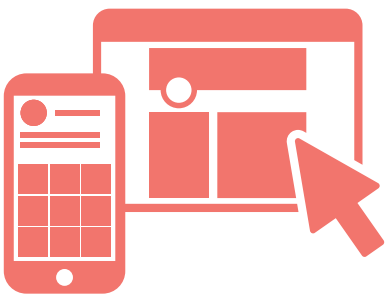
ABOUT THE INTERACTIVE MAP

A vital part of Step 1 engagement included an online interactive map. The online interactive map served as a digital tool for place-based feedback about the planning process. Pensacola residents and stakeholder were encouraged to provide comments in at least one of four categories:

- Your Favorite Places
- Problem Areas
- Ideas for the Future
- General Comments

Respondents were able to drag one of these comment categories and pin it to a specific place on the map of Pensacola. Comments were not limited to a specific CRA District. After the interaction map closed, tabulation and organization of the comments were completed. There were 765 contributions from 213 contributors to the interactive map.

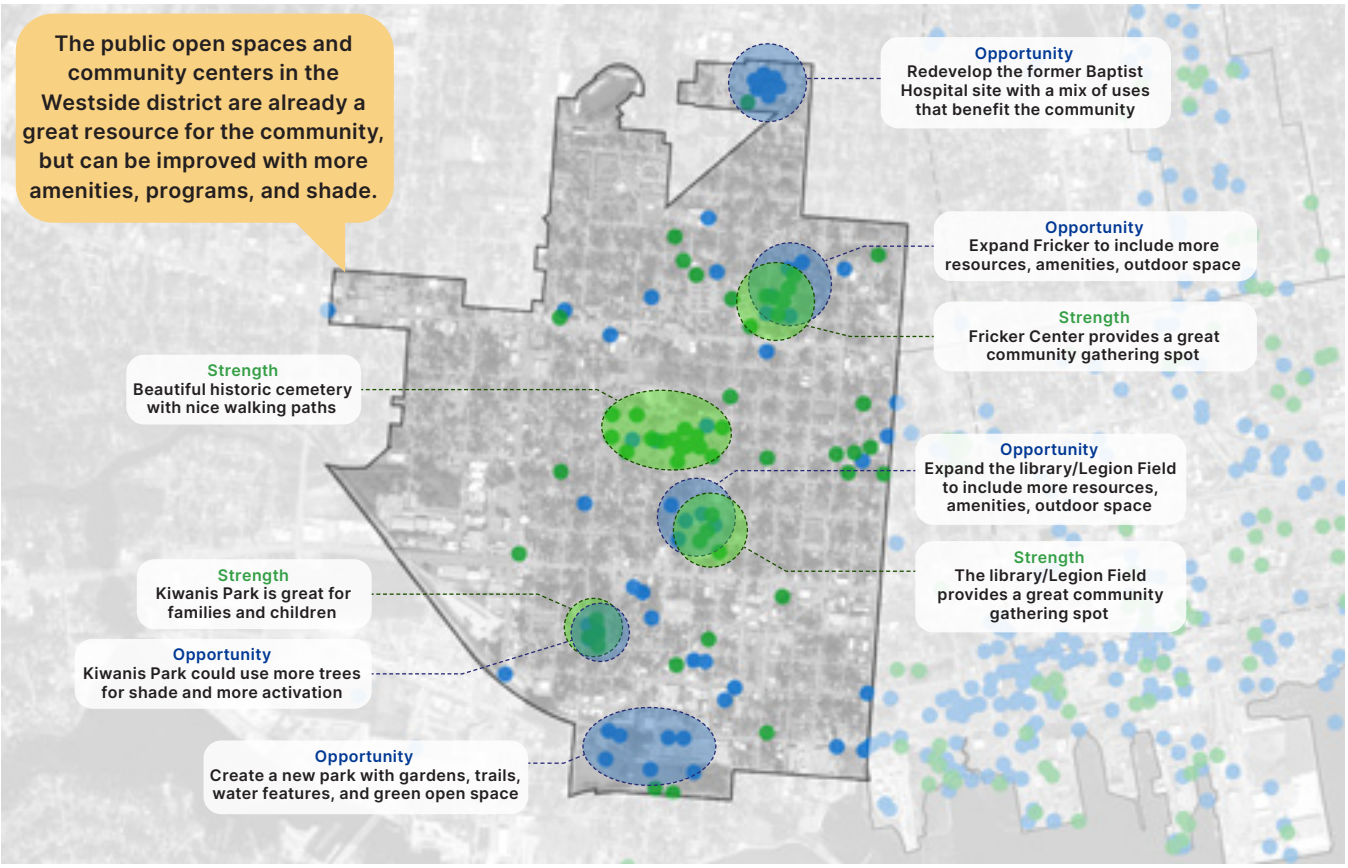


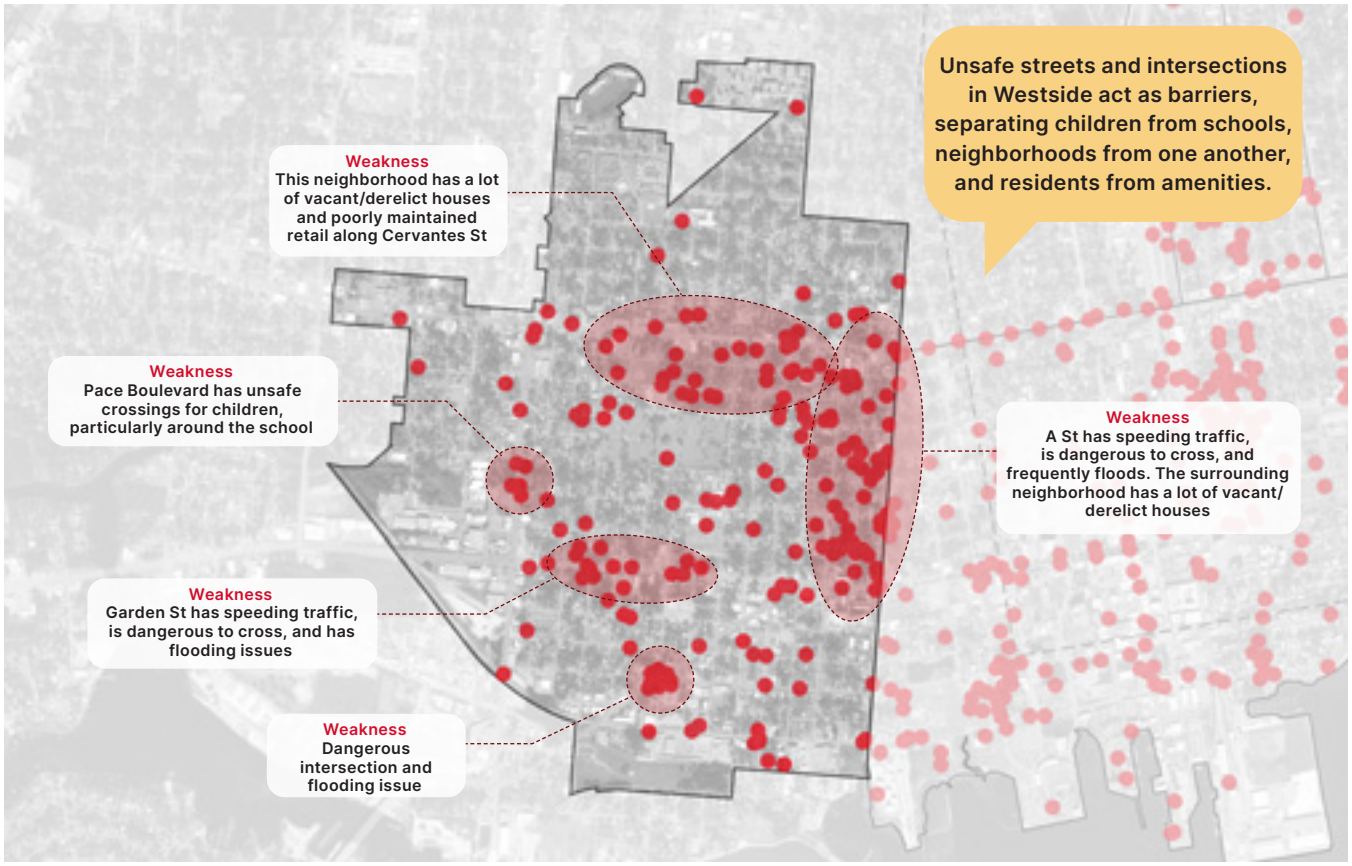
STEP 1 ENGAGEMENT SUMMARY RESULTS

The following pages show the summarized results of the online interactive map contributions to the Westside CRA District with the other Step 1 engagement processes, including in-person and virtual community meetings, stakeholder groups, neighborhood workshops, and youth events. Along with identifying and summarizing Westside-specific strengths, weaknesses, and opportunities, six themes addressed specific concerns and comments about the Westside:

- Arts, Cultures, Activities, and Destinations
- Streets and Connections
- Housing and Opportunity Sites
- Community-Centered Planning
- Resilient Infrastructure
- Parks and Open Space

On the maps, community and stakeholder feedback is indicated by green (strengths), blue (opportunities), and red (weaknesses).


The public open spaces and community centers in the Westside district are already a great resource for the community, but can be improved with more amenities, programs, and shade.
Opportunity
Redevelop the former Baptist Hospital site with a mix of uses that benefit the community
Opportunity
Expand Fricker to include more resources, amenities, outdoor space
Strength
Fricker Center provides a great community gathering spot
Strength
Beautiful historic cemetery with nice walking paths
Opportunity
Expand the library/Legion Field to include more resources, amenities, outdoor space
Strength
The library/Legion Field provides a great community gathering spot
Strength
Kiwanis Park is great for families and children
Opportunity
Kiwanis Park could use more trees for shade and more activation
Opportunity
Create a new park with gardens, trails, water features, and green open space


Unsafe streets and intersections in Westside act as barriers, separating children from schools, neighborhoods from one another, and residents from amenities.
Weakness
This neighborhood has a lot of vacant/derelict houses and poorly maintained retail along Cervantes St
Weakness
Pace Boulevard has unsafe crossings for children, particularly around the school
Weakness
A St has speeding traffic, is dangerous to cross, and frequently floods. The surrounding neighborhood has a lot of vacant/ derelict houses
Weakness
Garden St has speeding traffic, is dangerous to cross, and has flooding issues
Weakness
Dangerous intersection and flooding issue

Strengths

- Wide variety of restaurants and shopping available
- St. John's Cemetery - historic, beautiful, and great for walking
- Existing parks with amenities like the dog park and splash pad
- Community spaces such as Fricker and the library
- Existing old oak trees that provide shade and character
- Institutions like the Music Makers Hall of Fame

Weaknesses

- Vacant/rundown buildings and lots make the area feel unsafe and detract from the existing character
- Lack of well maintained and connected sidewalks
- Lack of safe crosswalks, especially around schools
- Existing infrastructure does not address drainage & flooding issues and are poorly maintained
- Lacking in number of parks and open space
- Newer development does not fit in with the existing neighborhood scale and character
- Lack of easily accessible and affordable grocery store
- Out of control cat colonies
- Trash and littering in public areas

Opportunities

- Provide a performing arts center and partner with existing arts organizations
- More retail and restaurant opportunities
- Bring in an affordable and accessible grocery store for better fresh food options
- Demolish the vacant Baptist Hospital buildings and create a mixed-use development that caters to the community's needs
- Convert old rail lines to trails
- Provide affordable housing and a diversity of building type options
- Provide more park space that offers different amenities for all ages and well-maintained landscaping
- Create better flood mitigation
- Create safe, beautiful, and shaded pedestrian/bike connections
- Replace traffic intersections with paved roundabouts with planted tree in center
- Expand programming opportunities at existing community centers

Arts, Culture, Activities, and Destinations

- Provide more family-friendly retail and activities
- Provide more programming and events
- Activate Fricker Community Center and West Library
- Improve community center & gathering spaces

Streets and Connections

- Slow traffic and improve safety on the streets
- Improve sidewalks, streetscapes, and lighting
- Provide more crosswalks for pedestrian safety
- Improve bike connectivity

Housing & Opportunity Sites

- Update, renovate, or tear-down vacant or run-down properties
- Provide affordable housing options
- Identify opportunities for large redevelopment projects
- Provide resources for those experiencing homelessness

Community-Centered Planning

- Provide affordable and quality food options
- Cleanup garbage
- Prevent loitering, panhandling, and vandalism
- Provide trap/neuter/return program

Resilient Infrastructure

- Mitigate flooding impacts
- Underground utilities and cut trees back from existing utilities

Parks and Open Space

- Provide more scales of parks and open spaces
- Improve maintenance and update equipment at existing parks
- Consider rails to trails project
- Plant more street trees

SUMMARY OF STEP 2 ENGAGEMENT

LIST OF ENGAGEMENT EVENTS

Step 2 of the planning process included a week-long workshop that culminated in a presentation and open house. Following the presentation, surveys and additional meetings were conducted to gain valuable feedback from those unable to attend the workshop events.

1:1 Meeting with the Mayor* — September 30th, 3:00-4:00 PM

- To review opportunity sites and priorities rights-of-ways
- To receive input on developmental projects

Meetings with Councilmembers & CRA Board* — September 30th-October 1st

- To review recommendations, input on development projects, priority rights-of-way & workshop insights, and listen to input

Meetings with City Department Heads* — October 1st

- To present ideas in progress
- To discuss any alternatives or sensitive information

Testing Workshop Public Open House* — October 1st, 6:00-7:30pm

- To share ideas for potential projects in the Westside and get feedback from residents about potential CRA investments
- Spanish translation provided

Stakeholder Meetings with Developers — October 2nd, 9:30-11:00 AM

- To discuss decision factors around investments

Testing Workshop Public Open House* — October 2nd, 12:00-1:30pm

- To share ideas for potential projects in the Westside and get feedback from residents about potential CRA investments
- Spanish translation provided

Testing Workshop Community Presentation* — October 3rd, 6:00-7:30pm

- To share ideas for potential projects in the Westside and get feedback from residents about potential CRA investments
- Open House followed

Post-workshop Survey* — October 14th-November 4th (detailed on following pages)

- To gather feedback on the concepts presented at the public meeting on October 3rd

Sanders Beach Community Meeting — November 4th

- Debrief with residents near the ACW site on the concepts for the site that were developed during the Testing Workshop in October
- Virtual public meeting with 10+ attendees

Debrief with the Area Housing Commission* — December 12th

- To debrief on the concepts that were developed during the Testing Workshop in October

** This engagement was conducted with all three CRA districts at once*

Tuesday open house

Thursday open house

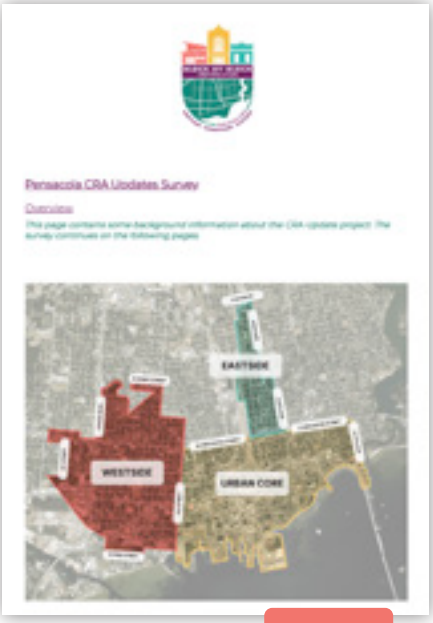
Testing workshop community presentation

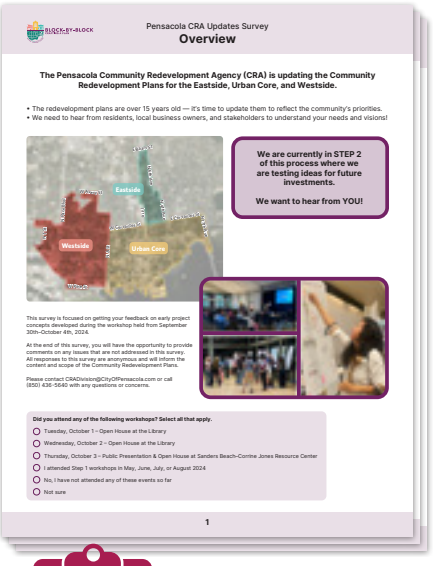
ABOUT THE SURVEY

Because workshop attendance and feedback was limited to those who could physically be there, the post-workshop survey was crucial in gaining additional feedback. To widen the engagement reach, the survey was offered both digitally and in print, with English and Spanish versions, and distributed to hundreds of Pensacola residents, the goal was to reach as many residents as possible to obtain accurate and comprehensive feedback of the ideas presented at the workshop.

The survey was made available to the public from October 14th, 2024 through November 4th, 2024 and garnered 174 responses. Over 90% of participants live in Pensacola year-round, while over 50% of participants live in the CRA District boundary. About 55% of participants had not attended any previous engagement, showing that much of the feedback and ideas given were new for the project.

The following pages show the summarized results of each survey question. Along with the overall results of the survey, the data was further examined to organize the responses from residents who live in the Westside. Some of the open text responses have been recorded in this document (at the bottom of the respective page); the comments that appear here have been selected for their relevancy and representativeness of the remainder of the comments.





Top Comments in the Westside

Of the 29 responses received from Westside residents, top overall comments included:

- Improve street landscape and widen sidewalks.
- Create mixed use development and high-density housing.
- Prioritize Cervantes Street, Barrancas Avenue, and Garden Street for pedestrian and bicyclist safety and comfort.
- Provide grocery store access in the Westside.
- Use the ACW site as a place for public use and a family-friendly park.

All respondents

Westside residents

1. Did you attend any of the following workshops?

166 answered, 8 skipped

No, I have not attended any of these events so far	*91 resp.*	54.82 %
I attended Step 1 workshops in May, June, July, or August 2024	*57 resp.*	34.34 %
Thursday, October 3 (Public Presentation & Open House at Sanders Beach-Corrine Jones Resource Center)	*31 resp.*	18.67 %
Wednesday, October 2 (Open House at the Library)	*21 resp.*	12.65 %
Tuesday, October 1 (Open House at the Library)	*20 resp.*	12.05 %
Not sure	*2 resp.*	1.2 %

29 answered, 0 skipped

No, I have not attended any of these events so far	*10 resp.*	34.48 %
I attended Step 1 workshops in May, June, July, or August 2024	*14 resp.*	48.28 %
Thursday, October 3 (Public Presentation & Open House at Sanders Beach-Corrine Jones Resource Center)	*9 resp.*	31.03 %
Wednesday, October 2 (Open House at the Library)	*5 resp.*	17.24 %
Tuesday, October 1 (Open House at the Library)	*8 resp.*	27.59 %
Not sure	*0 resp.*	0 %

66% of Westside residents who took this survey attended at least one previous workshop

2. What is your home zip code? If you don't live in the United States, what is your county of residence?

150 answered, 24 skipped

32502	*44 resp.*	29.33 %
32501	*34 resp.*	22.67 %
32503	*29 resp.*	19.33 %
32504	*15 resp.*	10 %
32514	*7 resp.*	4.67 %
32507	*5 resp.*	3.33 %
32505	*4 resp.*	2.67 %
32506	*3 resp.*	2 %

29 answered, 0 skipped

32502	*13 resp.*	44.83 %
32501	*11 resp.*	37.93 %
32503	*0 resp.*	0 %
32504	*0 resp.*	0 %
32514	*0 resp.*	0 %
32507	*1 resp.*	3.55 %
32505	*3 resp.*	10.34 %
32506	*1 resp.*	3.45 %

All respondents

Westside residents

3. What is your relationship with Pensacola?

154 answered, 20 skipped

I live here year-round	143 resp.	92.86 %
I work here	46 resp.	29.87 %
I visit places in the CRA Districts regularly	46 resp.	29.87 %
I live here seasonally	8 resp.	5.19 %
I visit here from out of town	1 resp.	0.65 %

29 answered, 0 skipped

I live here year-round	27 resp.	93.1 %
I work here	7 resp.	24.14 %
I visit places in the CRA Districts regularly	8 resp.	27.59 %
I live here seasonally	2 resp.	6.9 %
I visit here from out of town	0 resp.	0 %

4. What CRA District of Pensacola do you live in?

153 answered, 21 skipped

Urban Core	46 resp. (30.07%)	
Westside	29 resp. (18.95%)	
Eastside	11 resp. (7.19%)	
Other	60 resp. (45.76%)	
I live outside of CRA District boundaries, but in the City of Pensacola	49 resp.	32.03 %
I live outside of the City of Pensacola	21 resp.	13.73 %

5. How long have you lived in Pensacola?

154 answered, 20 skipped

Less than one year	12 resp.	7.79 %
1 to 2 years	7 resp.	4.55 %
3 to 5 years	20 resp.	12.99 %
6 to 9 years	22 resp.	14.29 %
10+ years	89 resp.	57.79 %
I do not live in Pensacola	4 resp.	2.6 %

29 answered, 0 skipped

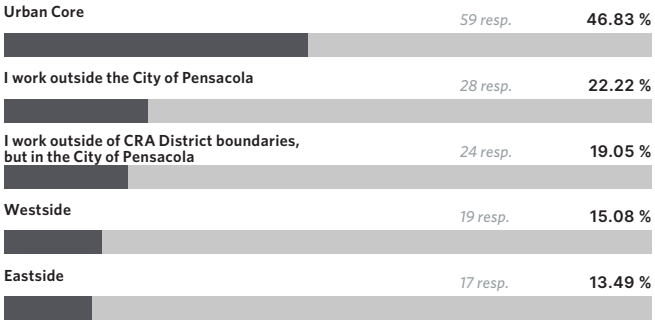
Less than one year	2 resp.	6.9 %
1 to 2 years	1 resp.	3.45 %
3 to 5 years	6 resp.	20.69 %
6 to 9 years	5 resp.	17.24 %
10+ years	15 resp.	51.72%
I do not live in Pensacola	0 resp.	0 %

All respondents

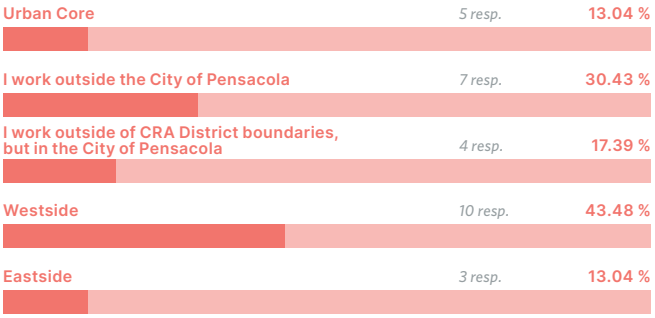
Westside residents

6. What CRA District of Pensacola do you work in?

126 answered, 48 skipped



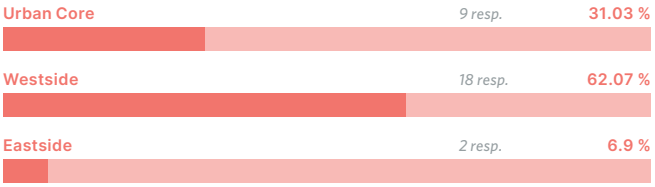
23 answered, 6 skipped



7. What CRA District of Pensacola do you most often visit?

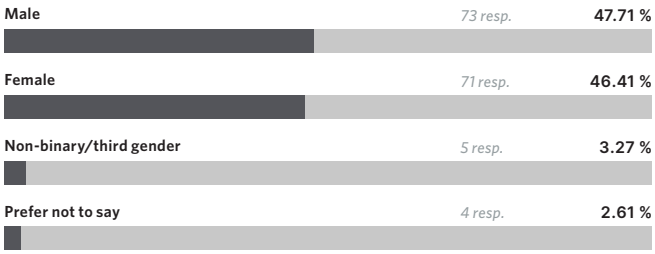
153 answered, 21 skipped

29 answered, 0 skipped

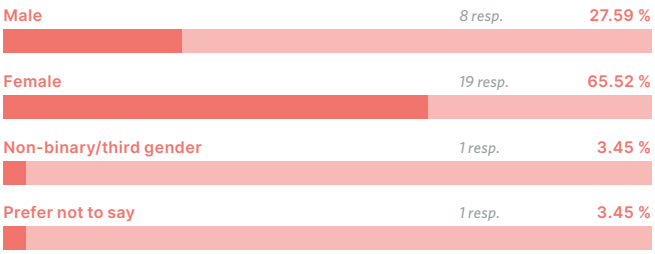


8. How do you identify your gender?

153 answered, 21 skipped



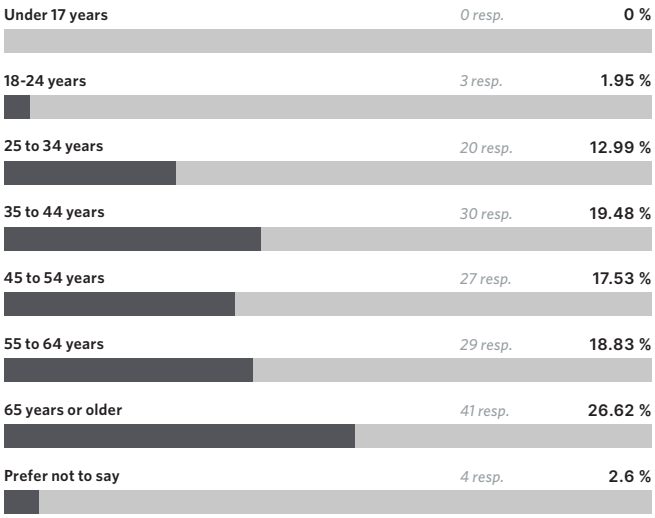
29 answered, 0 skipped



All respondents

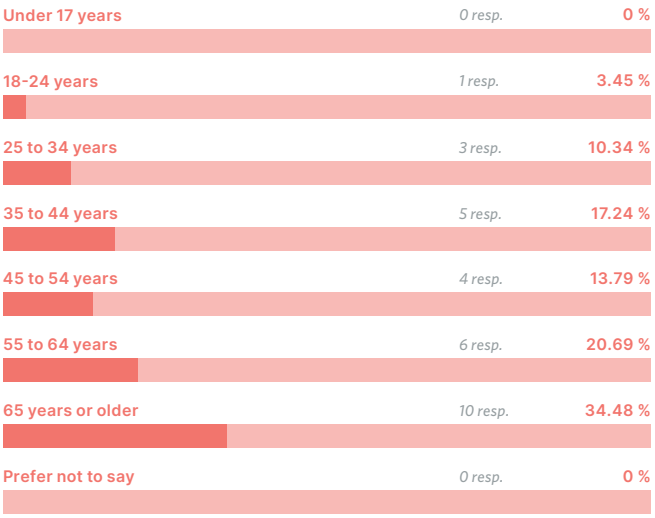
9. What is your age?

154 answered, 20 skipped



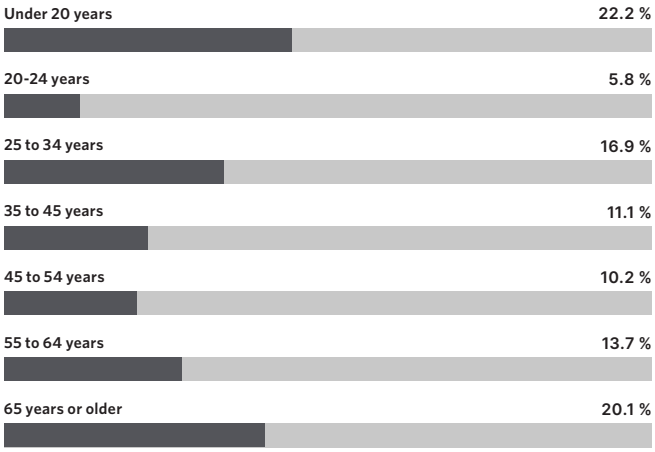
Westside residents

29 answered, 0 skipped



City of Pensacola Age Demographics

Data from United States Census, American Community Survey, 2022



All respondents

Westside residents

10. What is your race/ethnicity?

154 answered, 20 skipped

White	119 resp.	77.27 %
Black or African American	18 resp.	11.69 %
Prefer not to say	16 resp.	10.39 %
Hispanic or Latino/a	7 resp.	4.55 %
American Indian or Alaska Native	2 resp.	1.3 %
Asian or Asian American	2 resp.	1.3 %
Middle Eastern or North African	0 resp.	0 %
Native Hawaiian or other Pacific Islander	0 resp.	0 %
Another race	0 resp.	0 %

29 answered, 0 skipped

White	20 resp.	68.97 %
Black or African American	7 resp.	24.14 %
Prefer not to say	1 resp.	3.45 %
Hispanic or Latino/a	3 resp.	10.34 %
American Indian or Alaska Native	0 resp.	0 %
Asian or Asian American	0 resp.	0 %
Middle Eastern or North African	0 resp.	0 %
Native Hawaiian or other Pacific Islander	0 resp.	0 %
Another race	0 resp.	0 %

11. What is the combined annual income of all working adults in your household?

154 answered, 20 skipped

Less than $25,000	4 resp.	2.6 %
$25,000–$34,999	5 resp.	3.25 %
$35,000–$49,999	11 resp.	7.14 %
$50,000–$74,999	19 resp.	12.34 %
$75,000–$99,999	19 resp.	12.34 %
$100,000–$149,999	23 resp.	14.94 %
$150,000–$199,999	25 resp.	16.23 %
$200,000 or more	25 resp.	16.23 %
Retired	13 resp.	8.44 %
Prefer not to say	10 resp.	6.49 %

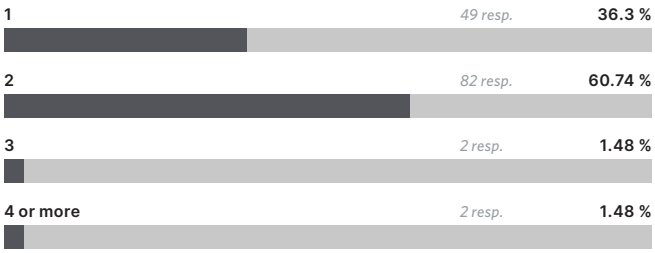
29 answered, 0 skipped

Less than $25,000	2 resp.	6.9 %
$25,000–$34,999	3 resp.	10.34 %
$35,000–$49,999	3 resp.	10.34 %
$50,000–$74,999	1 resp.	3.45 %
$75,000–$99,999	7 resp.	24.14 %
$100,000–$149,999	2 resp.	6.9 %
$150,000–$199,999	4 resp.	13.79 %
$200,000 or more	2 resp.	6.9 %
Retired	4 resp.	13.79 %
Prefer not to say	1 resp.	3.45 %

All respondents

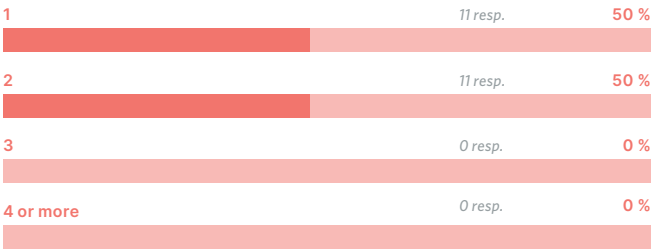
12. How many working adults live in your household?

135 answered, 39 skipped



Westside residents

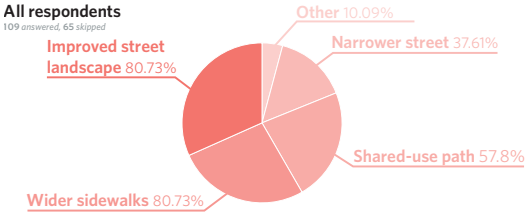
22 answered, 7 skipped

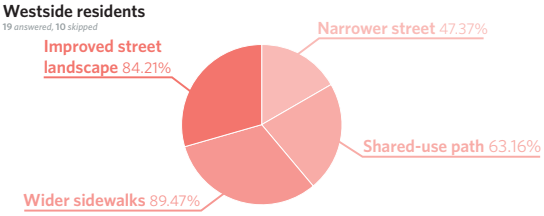


35. What about this proposal do you like?

109 *answered*, 65 *skipped*

Improved street landscape	88 resp.	80.73 %
Wider sidewalks	74 resp.	67.89 %
Shared-use path	63 resp.	57.8 %
Fewer traffic lanes/narrower street	41 resp.	37.61 %
*Other (please specify)	11 resp.	10.09 %





*Answers included: nothing; need more crosswalks; add a train; traffic will be worse if lanes are removed

PENSACOLA CRA PLANS UPDATE / PENSACOLA, FLORIDA

URBAN DESIGN ASSOCIATES

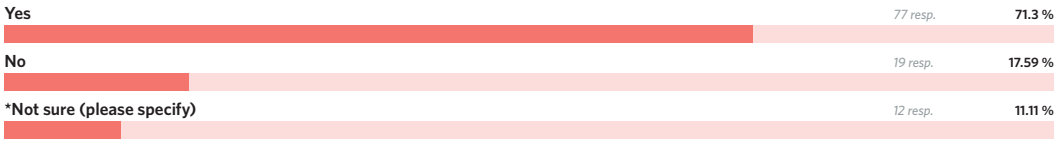
Barrancas Avenue
This proposal corresponds with questions 34-37

36. What about this proposal do you not like?

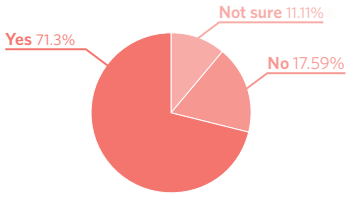
34 *answered*, 140 *skipped*

37. Do you think that these concepts would improve safety and walkability on Barrancas Avenue?

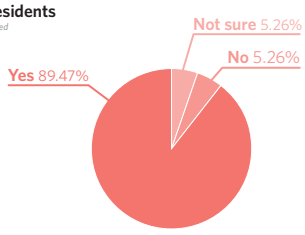
108 *answered*, 66 *skipped*



All respondents
108 *answered*, 66 *skipped*



Westside residents
19 *answered*, 10 *skipped*



*Answers included: Yes, but not on Barrancas, burying utilities should be top priority; wider sidewalks are not the answer

38. Which streets are your top priority for improvements to pedestrian and bicycle safety and comfort?

107 *answered*, 67 *skipped*

*Cervantes Street	55 resp.	51.4 %
*Barrancas Avenue	48 resp.	44.86 %
*Garden Street	47 resp.	43.93 %
Main Street	43 resp.	40.19 %
Government Street	33 resp.	30.84 %
A Street	33 resp.	30.84 %
Pace Boulevard	26 resp.	24.3 %
Gregory Street	14 resp.	13.08 %
Wright Street	9 resp.	8.41 %
*Other (please specify)	9 resp.	8.41 %
Romana Street	8 resp.	7.48 %
La Rua Street	6 resp.	5.61 %
Pine Street	3 resp.	2.8 %

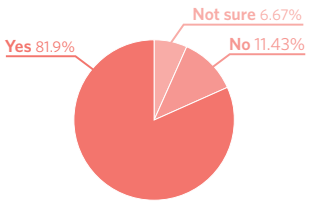
Top three answers from Westside residents are shown in red
*Answers included: Gonzales Street, I Street, E Street, Cypress Road, Intendencia Street

39. Many of the properties along Barrancas Avenue are underutilized. New uses have started to locate along this corridor, including breweries, restaurants, and event venues. Do you think additional mixed-use development or high-density housing would benefit the Westside CRA?

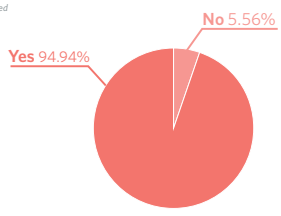
105 *answered*, 69 *skipped*

Yes	86 resp.	81.9 %
No	12 resp.	11.43 %
*Not sure (please specify)	7 resp.	6.67 %

All respondents
105 *answered*, 69 *skipped*



Westside residents
18 *answered*, 11 *skipped*



*Answers included: Make mixed-use, but not high density; make sure there is suitable mixed use for all income levels

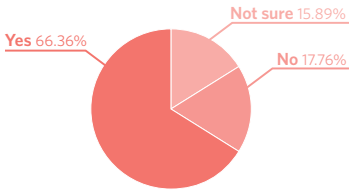
John A. Gibson School
This proposal corresponds with questions 40-42

40. Do you think the historic John A. Gibson School is an important cultural landmark in the Westside that should be preserved and reused?

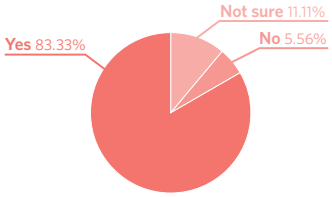
107 *answered*, 67 *skipped*

Yes	71 resp.	66.36 %
No	19 resp.	17.76 %
*Not sure (please specify)	17 resp.	15.89 %

All respondents
107 *answered*, 67 *skipped*



Westside residents
18 *answered*, 11 *skipped*



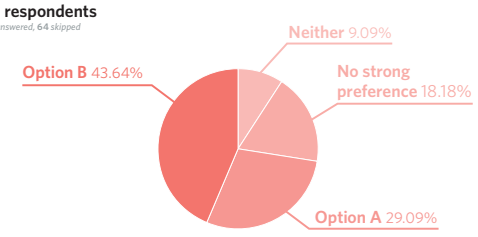
*Answers included: If it's full of asbestos maybe it's best to restart safely; would like to see better plans; is it financially feasible?

41. Which option do you prefer for the historic John A. Gibson School block?

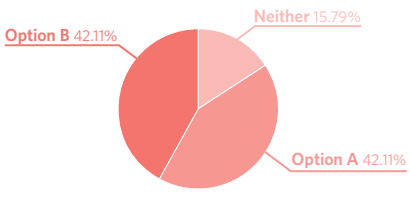
110 *answered*, 64 *skipped*

Option B (school building/site is reused for a grocery store and education/business incubation)	48 resp.	43.64 %
Option A (school building/site is reused for housing)	32 resp.	29.09 %
I don't have a strong preference	20 resp.	18.18 %
*Neither (please specify and share other ideas)	10 resp.	9.09 %

All respondents
110 *answered*, 64 *skipped*



Westside residents
19 *answered*, 10 *skipped*

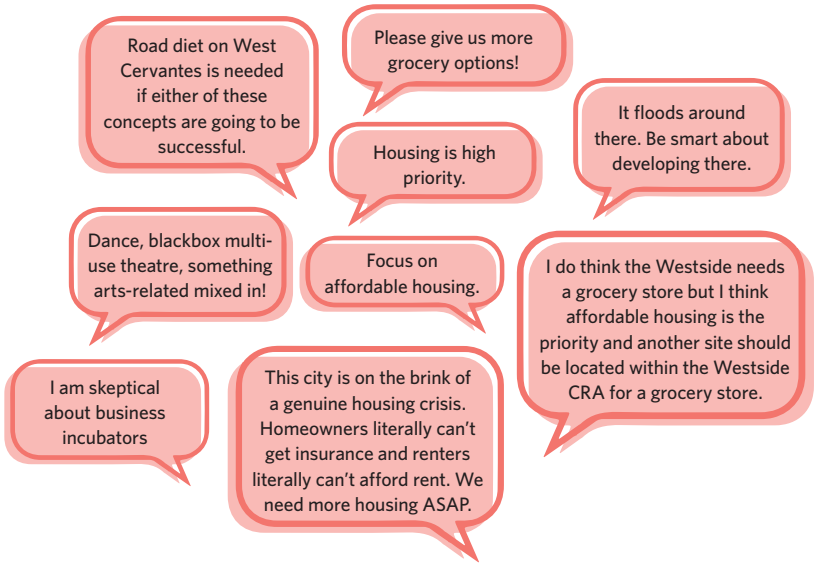


*Answers included: Demolish and build something of greater long-term value to transform economic trajectories of the families in this neighborhood; site should be reused but not convinced the building is a viable candidate for renovation based on past experience; multifamily and grocery make more sense together.

Post-Workshop Survey | October-November 2024

42. Do you have any other thoughts about this concept?

23 *answered*, 151 *skipped*



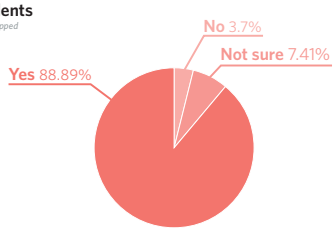
Post-Workshop Survey | October-November 2024

43. Do you think that creating a park at the ACW site would benefit the Westside CRA?

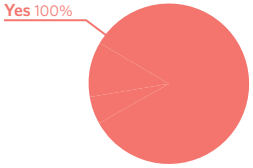
108 *answered*, 66 *skipped*

Yes	96 resp.	88.89 %
*Not sure (please specify)	8 resp.	7.41 %
No	4 resp.	3.7 %

All respondents
108 *answered*, 66 *skipped*



Westside residents
17 *answered*, 12 *skipped*



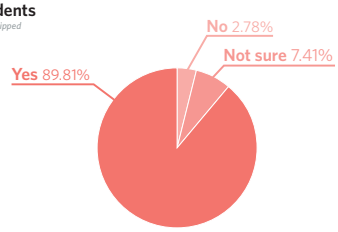
*Answers included: Bruce Beach Park is already a new park in this area; concerned about the toxicity even those it is abated; the stormwater management portion of this concept is important enough to push forward with and then see if park is viable.

44. Do you think that the SUN Trail connecting to/through the park via Pine Street would benefit the Westside CRA?

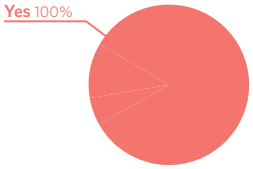
108 *answered*, 66 *skipped*

Yes	97 resp.	89.81 %
*Not sure (please specify)	8 resp.	7.41 %
No	3 resp.	2.78 %

All respondents
108 *answered*, 66 *skipped*



Westside residents
17 *answered*, 12 *skipped*



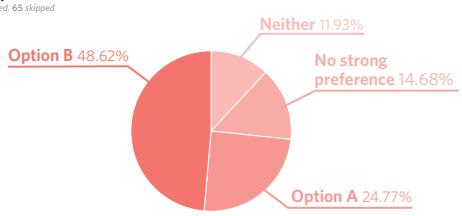
*Answers included: Who will maintain it?; how many people will realistically use this Sun Trail, especially in elevated heat index/winter months?

45. Which option do you prefer for the ACW site?

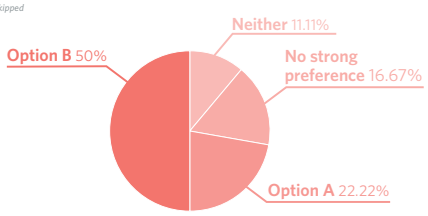
109 *answered*, 65 *skipped*

Option B (dog park, basketball court, pickleball courts)	53 resp.	48.62 %
Option A (multi-use, flexible sports field)	27 resp.	24.77 %
I don't have a strong preference	16 resp.	14.68 %
*Neither (please specify why and provide other ideas)	13 resp.	11.93 %

All respondents
109 *answered*, 65 *skipped*



Westside residents
18 *answered*, 11 *skipped*



*Answers included: Keep people off of this site until you get definitive plans from EPA on the best way to remediate/rehabilitate the site; wait and see how Bruce Beach and Portside Pickleball do before adding more parks.; disc golf course; pickle ball courts are not needed; basketball courts are not needed.

46. What other programming would you like to see in the ACW site?

20 *answered*, 154 *skipped*

Covered seating areas near park.

Concerned about toxins.

Use that amphitheater for live performing arts. Make the cover so that wind/rain doesn't hinder said performing arts.

Shaded areas and lots of seating that isn't hostile with homeless.

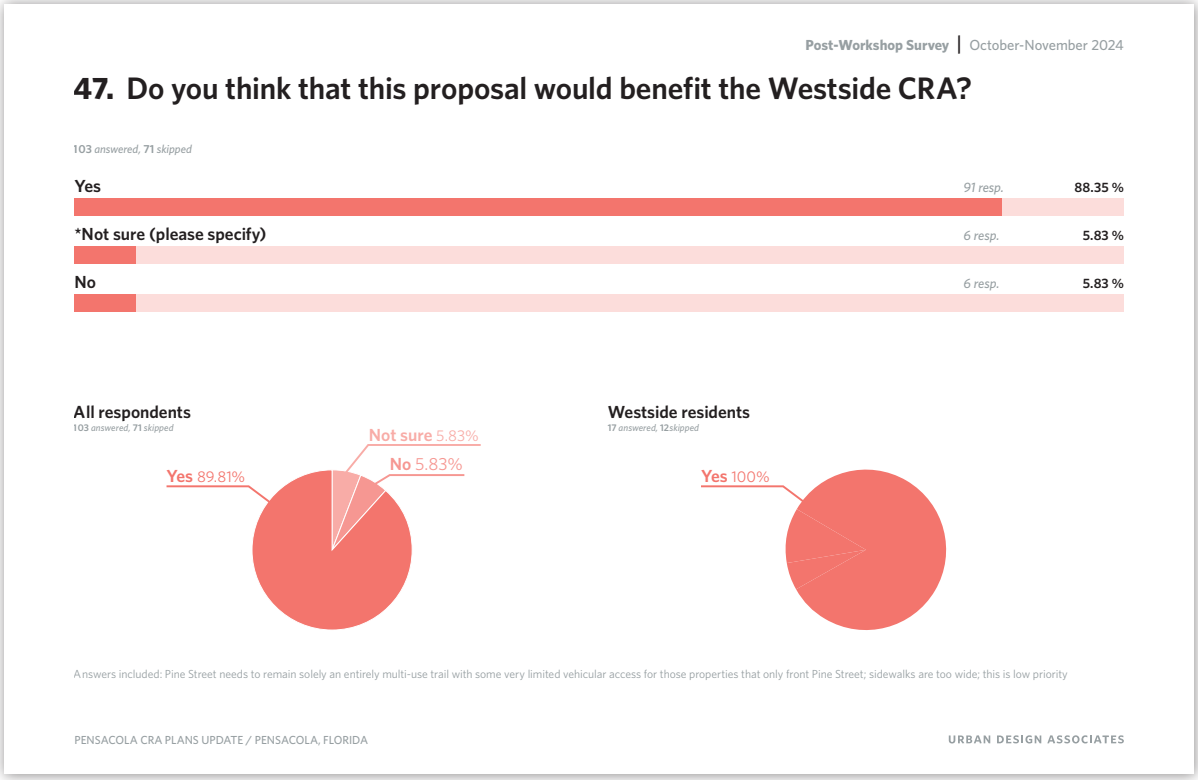
We need more green spaces.

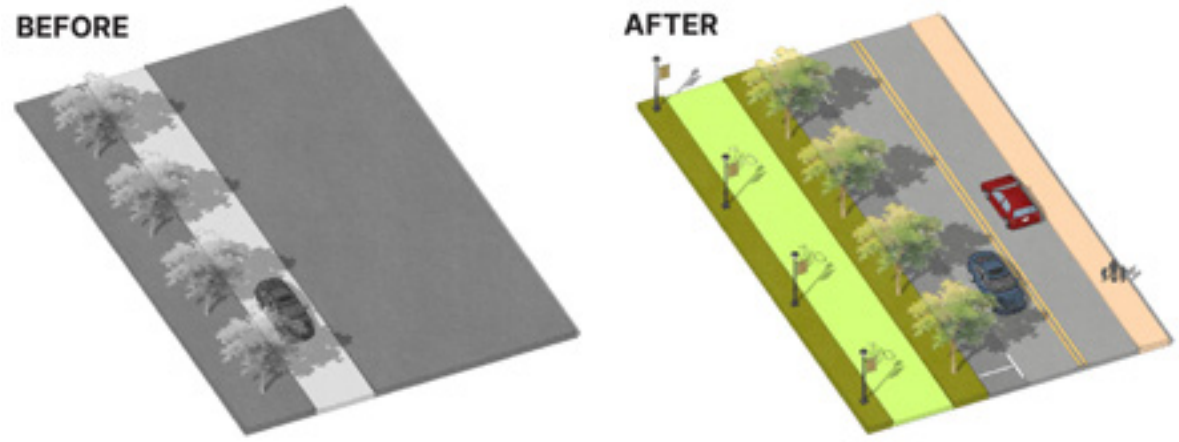
Splash pad. Add more for families and children.

Having an area where food trucks could go would be good. This would be nice for the farmers market/ community events.

Anything will be a great improvement.

ACW Site
This proposal corresponds with questions 43-46



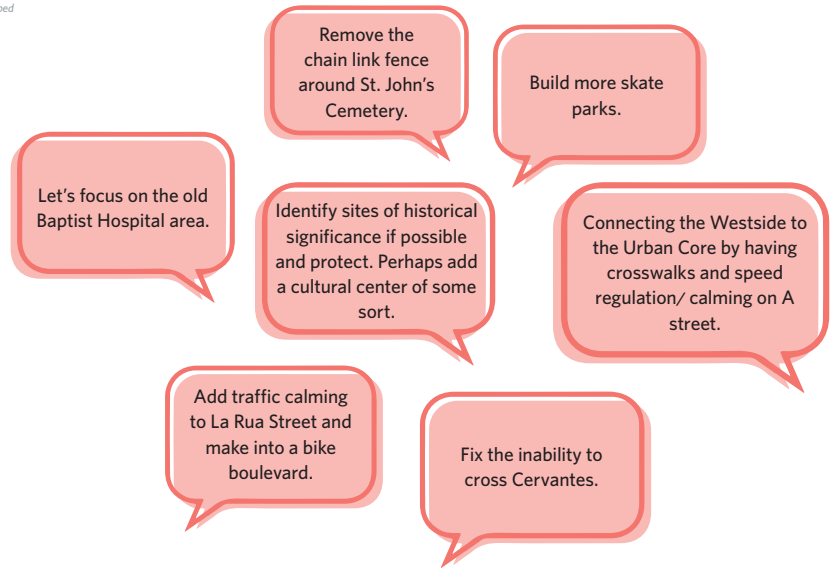


Pine Street + SUN Trail
This proposal corresponds with question 47

Post-Workshop Survey | October-November 2024

48. What other projects would you recommend in the Westside CRA?

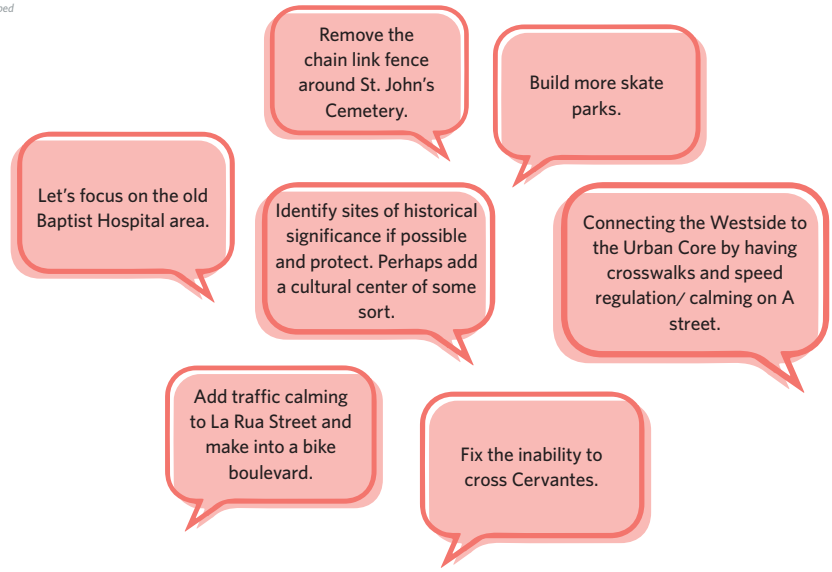
39 *answered*, 135 *skipped*



Post-Workshop Survey | October-November 2024

48. What other projects would you recommend in the Westside CRA?

39 answered, 135 skipped



PENSACOLA CRA PLANS UPDATE / PENSACOLA, FLORIDA
URBAN DESIGN ASSOCIATES

49. Do you have any other comments or suggestions not covered elsewhere in this survey?

20 *answered,* **154** *skipped*

- CRA has done a great job of including public input in this project. The City's team is outstanding.
- Thank you for the opportunity to provide feedback of our lovely area.
- West Side development. There is so much potential in the historic portions of the west side. Gardening. Pensacola is almost devoid of gardening. Need flowers, shrubs, live oaks, magnolias, veg gardens, community gardens, honey bees, chickens. Get citizens outside, investing in and bonding with neighbors, homes.
- Thanks for this opportunity to be engaged.
- A city newsletter mailed out would be nice.
- Please reevaluate the W Government St as an improved collector street from Eastside to Downtown to Westside. The roadway has so much potential and needs immediate attention to traffic flows, stormwater issues and streetscaping. Thank you for this opportunity to comment.
- The West Main Master Plan x CMP, the Bluffline project, ACW, redevelopment of the Baptist Hospital site, and HTW should serve as the economic, place making, health, and environmental organizing principles for this current CRA plan revision. Start with that and make sure there's synergy then go from there.
- Propose to put Bayfront Parkway on road diet freeing up space for walkway from bridge to cedar street. Connect to Government Street at ninth ave. Upgrade Government Street to Palafox.
- Build more skate parks.
- No. This took more than an hour to complete.
- Escambia Co. has been floating around an idea for a Sportsplex up north at 10 Mile Rd. I think the land at the old Baptist Hospital would be great for that Sportsplex. Has anyone discussed this? They're talking about a 90Million dollar expenditure.
- Hey this was a fun survey I found on Reddit! I live here and figured I'd give my two cents! I really liked the ideas proposed and am rooting for you to get them done! Good luck!
- Should be working to maintain and preserve the history and heritage of the downtown area, not flooding it with high density housing that will only strain the resources and jam up traffic. Use the underutilized terminal area for industrial and business spaces.
- Lakes and more trees are much needed where possible. Moving above ground utility lines to below ground and removing the utility poles with street lamps. First start with the 300 block of W. Govt St and move west. Thank you for this opportunity to comment.
- For years I have thought that we should amp up the landscaping for the median on Garden Street. Like Fairhope, I think we could really do a phenomenal job with landscaping this and really play into the "Garden" street name and put rotating seasonal florals that are tasteful and impressive to tourists and locals alike. Garden Street is the first impression for most who travel into the heart of Pensacola and it has always looked so tired, weak and not prioritized but it could be so delightful and do wonders for the first impression for Pensacola tourists.
- Who will provide upkeep of proposed tree installs and other proposed projects — roads, lighting, parks, etc.
- Shut down the polluting paper mill, it makes Pensacola stink and drives away people, business's and jobs, while lowering our quality of life
- Too much "affordable" housing is mentioned. How about mentioning buried utilities? Mentioning round-a-bouts instead of all these four way stops?
- Is there anyway to make parking on Gregory Street between A Street and Rues? Donelson Street between Gregory and Chase street?
- Yes when you have a diverse economic shopping store front need always consider a Dollar General.

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DEMOGRAPHIC AND MARKET ANALYSIS

OVERVIEW

This analysis of existing demographics & market conditions was conducted across all three CRA Districts simultaneously, but also narrowed in on each district to identify specific conditions per district. The analysis was conducted primarily using data collected in 2023 and was published in September 2024.

The intent of this analysis was to:

- Analyze demographics of each CRA District;
- Identify primary community stressors;
- Identify opportunities in the market;
- Determine the potential impacts of development in each district in order to prevent the displacement of residents and businesses;
- Provide priorities for designers and policymakers to make positive impacts and avoid negative impacts on the community.

CRA Existing Conditions

Demographic, Real Estate Market, and Displacement Trends

Prepared For: PENSACOLA COMMUNITY REDEVELOPMENT AGENCY

JLP+D

STEP 1 | September 2024

Contents

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PENSACOLA CRA PLAN UPDATE / PENSACOLA, FLORIDA / JLP+D

1.0
SOCIO-ECONOMIC DEMOGRAPHICS + TRENDS

STEP 1 | September 2024

1.1
POPULATION CHARACTERISTICS

PENSACOLA CRA PLAN UPDATE / PENSACOLA, FLORIDA / JLP+D

Population Growth

Minor changes in total population since 2000, with high density in CRA districts

The population trends across all three Community Redevelopment Agency (CRA) boundaries indicate stagnant or slightly negative growth from 2000 to 2023. The Westside CRA and Urban Core CRA have experienced population declines, with the Westside CRA losing 602 residents and the Urban Core CRA losing 309 residents since 2000. Overall, the Citywide population has also decreased by over 2,200 residents in 2023 compared to 2000.

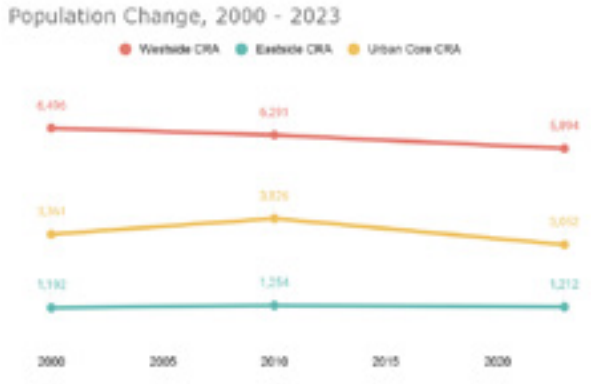
In terms of population density, all three CRAs exhibit higher densities than the City of Pensacola. While density does not represent the exact population count (see table at right) density helps compare the districts to each other in terms their relative sizes.

Population Density

- **Citywide:** 1,598 residents per square mile
- **Urban Core CRA:** 1,935 residents per square mile
- **Eastside CRA:** 3,127 residents per square mile
- **Westside CRA:** 3,474 residents per square mile

KEY TAKEAWAYS

Escambia county is growing modestly while Pensacola is losing population. Declining population doesn't match resident perceptions about population growth, but it may impact the city's competitive edge within the region.



Population by CRA District

	2000	2010	2023	% change, 2000 - 2023
Westside CRA	6,496	6,291	5,894	-9.27%
Eastside CRA	1,192	1,254	1,212	1.68%
Urban Core CRA	3,361	3,826	3,052	-9.19%
Pensacola City	56,288	51,923	54,059	-3.96%
Escambia County	294,410	297,619	321,905	9.34%

Data source: US Census Bureau, 2023 Data - Visualized by JLP+D

Aging

The population is trending older

Median age can provide additional detail about population trends in Pensacola. Both the Urban Core and Westside CRA populations have a higher median age, with the Westside CRA at 42.7 years old and the Urban Core CRA at 47.5 years old. In contrast, the Eastside CRA and Citywide median age stand at 40 years old (Median age in the United States is 39.0 years). In Pensacola, these median ages have been relatively steady since 2000.

Trends of aging can also be viewed by comparing the elderly and working age populations. Pensacola also has an elevated old-age dependency ratio at 34.2, meaning that for every 100 workers, there are 34.2 residents 65 and older, which is nearly four more residents than the national ratio of 28.5. This ratio has jumped 5 points in Pensacola since 2010 when it was 27.5.

KEY TAKEAWAYS

An aging population can indicate broader economic challenges caused by a shortage of younger residents available to enter the workforce.

Image: Bayview Senior Resource Center, www.cityofpensacola.com

Military Presence

Naval Air Space Pensacola

The United States Department of Defense exerts a significant economic influence on Northwest Florida, particularly in the Greater Pensacola region, where it **contributes over $7.8 billion annually to the local economy.**

DoD activity generates over **80,000 jobs in the Pensacola Metropolitan Statistical Area (MSA)** region, with an **average wage of $82,890 for military and defense-related positions**. Moreover, the area hosts **more than 35,000 military retirees, representing the second-largest concentration in the nation**, providing a skilled workforce that may seek opportunities to transition into civilian careers.

Additionally, the region benefits from **substantial defense procurement spending, totaling $340.7 million annually**, which further stimulates economic activity. Military installations such as Naval Air Station (NAS) Pensacola play a crucial role in training personnel in advanced fields such as aviation, aerospace, informatics, and cybersecurity, contributing to the development of a highly skilled alumni network across various sectors.

KEY TAKEAWAYS

The nearby military base brings jobs, military families, and some economic stability in the area. The military is a key economic driver for Pensacola.

Pensacola Naval Air Station and Surrounding Area

Image Source: Greg Disch Photography

Income and Poverty

Poverty rates are elevated in the CRA districts, a consistent trend since 2000

Though income in Pensacola is slightly lower than the US average based on dollar amounts, incomes in Pensacola have risen over the last 20 years, following national trends. This is a good sign that Pensacola's economy is active, and wages slightly lower than the national average may simply indicate lower cost of living.

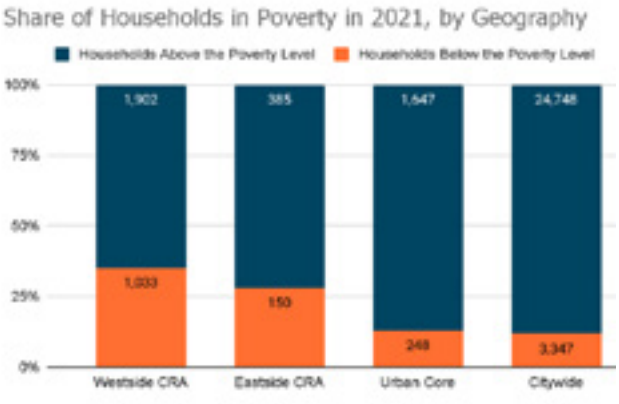
More notably, variations are visible in the lowest income households within the three CRA districts. Both the Westside and Eastside CRAs exhibit wealth indices of 30, while the Urban Core has a wealth index of 75, and the broader Citywide population has a wealth index of 67. This index serves as a gauge of an area's economic prosperity relative to the national standard. Any index above 100 is above the national average.

These indices are reinforced by median household incomes, which depict a significant contrast:

- **Citywide:** $52,884
- **Urban Core CRA:** $59,901
- **Eastside CRA:** $35,124
- **Westside CRA:** $23,551

US Median Household Income: $74,580 (US Census)

Disparities are further highlighted by poverty rates; both the Westside and Eastside CRAs have higher proportions of households living below the poverty line at 39.5% and 27.5%, respectively. In contrast, the Urban Core CRA and the Citywide population have lower percentages of impoverished households, standing at 17% and 15%, respectively. Over the last 20 years,



Data Source: US Census, Esri Business Analyst, 2021 - Visualized by JLP+D

KEY TAKEAWAYS

There is a disproportionately high share of households below the poverty line within the Eastside CRA, and even more so in the Westside CRA. The districts may benefit from wider economic development efforts beyond CRA investments focused on workforce development, housing affordability, or social services.

Race and Ethnicity

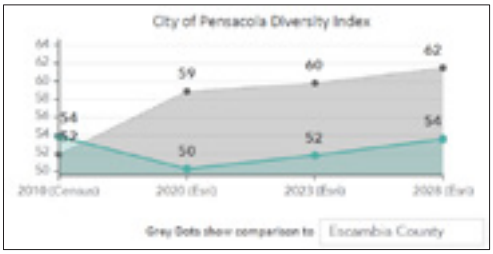
Diversity has shifted in all districts

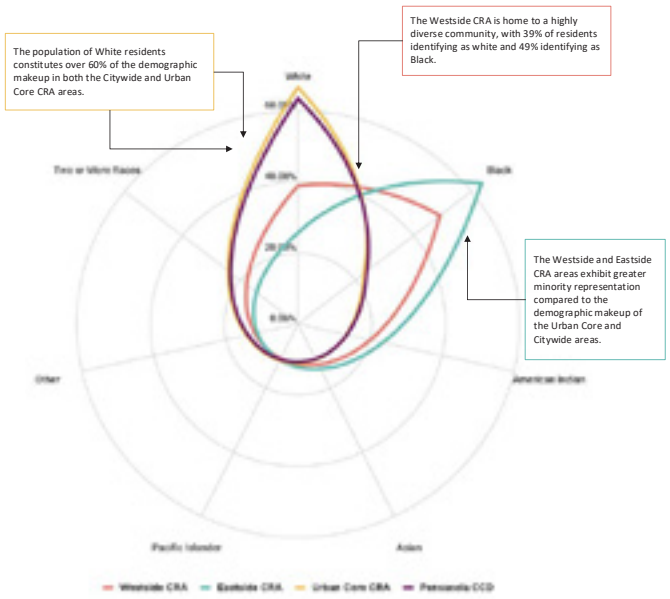
The Eastside CRA stands out as the most diverse among all three CRAs, boasting a diversity index of 60.5 in 2023, predicted to rise to 61.2 by 2028. Following closely is the Westside CRA, with a 2023 diversity index of 59.4 and an anticipated increase to 60.2 by 2028. The Urban Core exhibits the lowest diversity performance, registering a diversity index of 51.8 in 2023, projected to reach 53.6 by 2028.

However, despite these distinctions, **all three CRAs fall short of the citywide diversity performance index**; Pensacola has a diversity index of 62.9 in 2023 and is projected to reach 64.4 by 2028. Pensacola's citywide diversity has seen a notable uptick, rising from 55.3 in 2010 to 62.9 in 2023.

Similarly, **the Westside and Eastside CRAs have experienced significant improvements in diversity performance from 2010 to 2023**, with the Eastside CRA's diversity index soaring from **34.4 to 60.5**, and the Westside CRA's increasing from **51.9 to 59.4**.

The **Urban Core has witnessed a decline in diversity**, with its index dropping from **53.9 in 2010 to 51.8 in 2023**.





ESRI's Diversity Index: *captures the racial and ethnic diversity of a geographic area in a single number, from 0 to 100. The Diversity Index allows for efficient analysis and mapping of seven race groups that can be either of Hispanic or non-Hispanic origin—a total of 14 separate race/ethnic groupings.*

Data Source: Esri Business Analyst, 2023 - Visualized by JLP+D

STEP 1 | September 2024

1.2
WORKFORCE TRENDS

Employment Concentration

The Urban Core is a large job center, while the Westside is a dispersed employment area

As a whole, the urban core of Pensacola looks similar to other US cities; jobs are concentrated there, and jobs drop significantly in the Eastside and Westside districts. The following section will discuss commute patterns and key industry trends in Pensacola, excluding military employment. The map at right shows the density of jobs among the three CRA districts, with dark blue indicating the highest density.

Density and Size of Employers in Pensacola CRA Districts

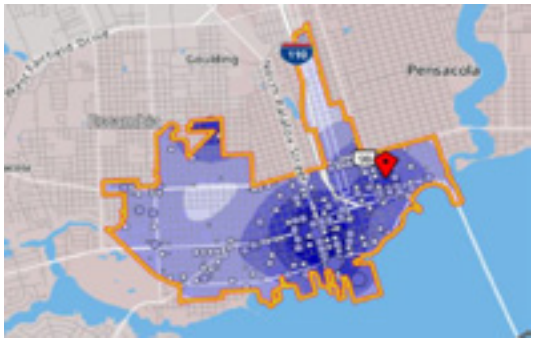


Image Source: US Census OnTheMap

2021	Worker Age			Earnings			Worker Educational Attainment				
	Age 29 or Younger	30 - 54	Age 55 or Older	$1,250 per month or Less	$1,251 - $3,333	More than $3,333 per Month	Less than High School	High School or Equivalent, No College	Some College or Associate Degree	Bachelor's Degree or Advanced Degree	Educational attainment not available (workers aged 29 or younger)
Westside CRA	1,180	3,631	1,726	731	2,684	3,122	743	1,538	1,782	1,294	1,180
Eastside CRA	104	193	80	56	154	167	42	93	80	58	104
Urban Core CRA	4,209	11,224	5,693	2,747	7,122	11,257	2,042	4,450	5,471	4,954	4,209
City of Pensacola	1,180	3,631	1,726	731	2,684	3,122	743	1,538	1,782	1,294	NA

Data source: US Census Bureau, 2022 Data - Visualized by JLP+D

Industry Drivers

Very few people work and live in the same district in Pensacola.

By reviewing data from the U.S. Census, we can analyze the flow of commuters and workers in and out of the CRAs on a daily basis. Commuter data show distinctions between the three districts. The Urban Core increases its daily population with over 20,000 employees commuting into the district. Only 400 residents work in the Urban Core.

Though it has a higher population, the Westside population similarly has nearly 7,000 employees commuting into the area, while less than 100 live and work there.

In the Eastside, the reverse is true. While the Eastside has the fewest residents of all three districts, there are fewer employees commuting into the Eastside than workers who reside in the Eastside and commute to work outside of the area.

2021	Employment Commute		
	Employed in & commuting to Area	Residing in Area, commuting elsewhere	Employed and Live in Area
Westside CRA	6,757	2,059	98
Eastside CRA	394	484	1
Urban Core CRA	21,994	1,238	425

Data source: US Census Bureau, 2021 Data

Data derived from both ESRI Business Data analysis, census data, and open data sources to enhance the accuracy of the findings

KEY TAKEAWAYS

- The Urban Core CRA is a clear job center for commuters, but has relatively few residents who work within the area.
- In general, Pensacolians commute out of their neighborhood for work.

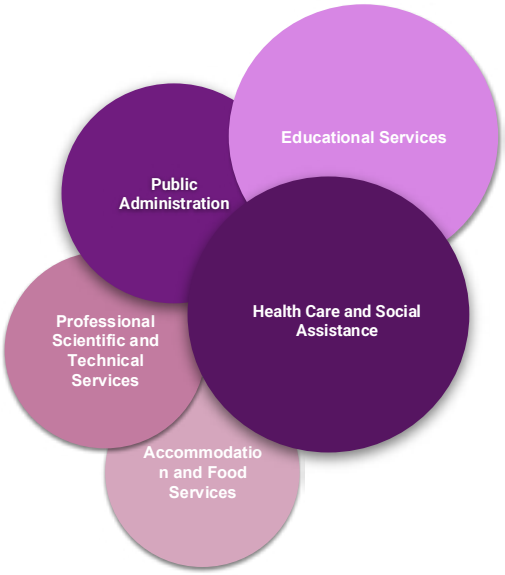
Industry Drivers

For those that work in the Urban Core, key industry drivers are mostly in-person jobs

Key industry drivers in 2021 were: Professional, Scientific, and Technical Services, Educational Services, Health Care and Social Assistance, Accommodation and Food Services, and Public Administration

There have been overall declines to jobs in the Information and Educational Services sectors, suggesting a decline in retention for knowledge industry jobs.

Jobs in Finance and Insurance experienced growth until 2009, went through a sharp drop in 2012, and have been stagnant in the years since. Administrative & Support jobs doubled between 2015 and 2021. The CRAs experienced steady growth in Accommodation and Food Services before a shop drop off following COVID-19.



KEY TAKEAWAYS

- Longstanding in-person jobs downtown include Public Administration and Healthcare services.
- Professional, Scientific and Technical Services jobs are growing.

Data source: US Census Bureau, 2022 Data - Visualized by JLP+D

STEP 1 | September 2024

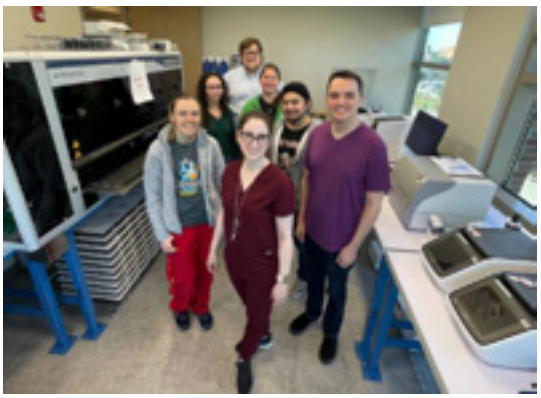
Industry Drivers

Some emerging Industry drivers are more likely to accommodate remote work

The Professional, Scientific, and Technical Service sector experienced sharp growth between 2015-2021, with jobs growing by 47.5% during that time period (from 223 to 330 jobs). Administration & Support, Waste Management and Remediation jobs grew more modestly at 20% (from 321 to 399 jobs).

Some in person industries also experienced significant declines between 2018 and 2021. Accommodation and Food Services experienced a 31% decrease in workers during that period. Retail experienced a 16% decrease.

Some industries better accommodate remote work because of their outsized use of digital tools, which allow tasks to be performed from anywhere.



KEY TAKEAWAYS

A higher proportion of remote workers indicates a need for diverse amenities close to home, especially for the urban core, which has a concentration of office space.

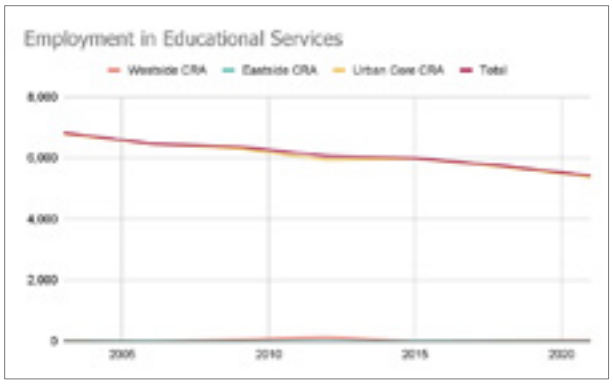
Data source: US Census Bureau, 2022 Data - Visualized by JLP+D

Declining Industries

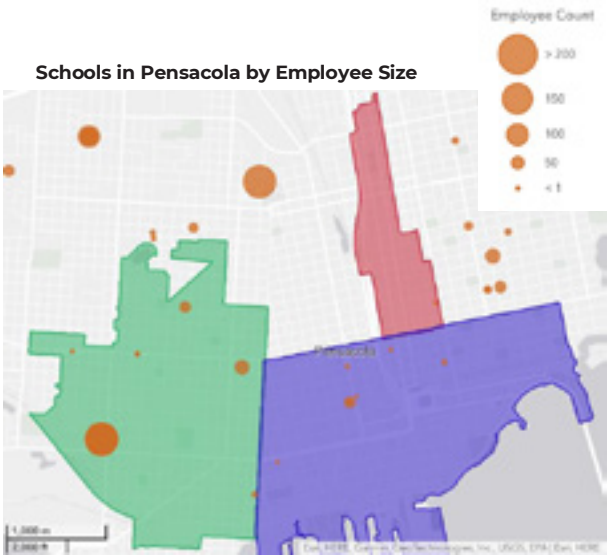
Educational services have been in decline since 2003

Education workers have been leaving the CRA districts steadily over the past two decades. After 2003, workforce data shows a 40% decline in Education workers that live in the district. Since that same year, Education jobs in the district have also experienced a steady decline, with a 20% decline in the number of Educational Service workers and the vast majority of those losses occurring in the Urban Core.

These findings suggest that Educational services are no longer located in these three districts. These declines mirror a string of public school closures within the study area since 2003.



Schools in Pensacola by Employee Size



Very few large schools remain in the three CRA districts, notably in the urban core.

Data source: US Census Bureau, 2022 Data - Visualized by JLP+D

New Business Growth

Large employers remain steady while small businesses are growing in Escambia County

The number of new establishments in Escambia County with less than 5 employees has grown steadily between 2018 (3,658) and 2021 (4,104).

The number of establishments with 1,000 employees or more dropped from 7 in 2019 to 6 in 2020. Steady at 6 in 2021. Non-Employer firms (sole proprietorship) has grown from 21,040 (2016) to 24,608 (2020). Local stakeholders focused on workforce development have differing views on economic development: some want a more equity focused approach while others want to attract large employers. These two strategies can both be successful but require different focus and partnerships.

KEY TAKEAWAYS

Escambia County has relatively few large employers, but small businesses of 5 or more employees show promise; anecdotally, many have been focused within the tech industry.

Image Source: SILive

Data Source: Census Business Builder Escambia County Business Profile

2.0
REAL ESTATE MARKET PERFORMANCE

Housing Statistics

BENCHMARKING	TOTAL POPULATION	POPULATION DENSITY / SQMI	MEDIAN AGE	TOTAL HOUSEHOLDS	TOTAL HOUSING UNIT VACANCY %	OWNER OCCUPIED HOUSING %	% OF HOUSING WITH 1 UNIT IN STRUCTURE	HOUSING AFFORDABILITY INDEX
Urban Core CRA	3,052	1,935	47.5	1,895	15.8%	45.0%	64.29%	63
East Side CRA	1,212	3,127	38.9	535	20.9%	53.3%	82.84%	58
West Side CRA	5,894	3,474	42.7	2,935	17.9%	59.6%	59.11%	68
Citywide	232,785	1,598	38.8	102,517	13.0%	42.7%	68.05%	94

Data source: US Census Bureau, 2023 Data - Visualized by JLP+D

The Housing affordability index measures the likelihood of obtaining a mortgage at the average home price given the average income.

KEY TAKEAWAYS

- Housing is relatively affordable in Pensacola, with a housing affordability index at 94, but the CRA districts are all significantly less affordable than citywide.
- The Eastside and Westside CRA districts have much denser population than the Urban Core or the City as a whole - nearly double. Both Eastside and Westside districts exceed 3,000 residents per square mile while the Urban Core CRA and Citywide population densities are both below 2,000 residents per square mile
- Single-family homes dominate all of these areas, especially the Eastside district, which has over 80% single-unit structures.
- The Eastside and Westside districts have higher rates of home ownership with both exceeding 50% of homes. Nationally, 65.2% of homes are owner-occupied.
- The Eastside CRA appears to have the least affordable housing whilst also consisting of the highest housing unit vacancy percentage in 2023. This may be due to a misalignment in housing cost and resident socioeconomic status.

Q2 2024 Multi-Family Residential Market

BENCHMARKING	INVENTORY UNITS	INVENTORY UNITS/ ACRE	UNDER CONSTRUCTION UNITS	12 MONTH NET ABSORPTION UNITS	VACANCY RATE	MARKET ASKING RENT/ UNIT	MARKET SALE PRICE/ UNIT	MARKET CAP RATE
Urban Core CRA	658	0.5	0	143	7.70%	$1,901	$254,000	6.50%
East Side CRA	12	0.05	0	0	7.60%		$134,000	7.90%
West Side CRA	724	0.6	0	-12	5.60%	$869	$85,600	7.40%
Citywide	23,585	0.9	1,122	673	13.10%	$1,384	$142,000	6.50%

Data source: US Census, Quarterly Residential Vacancies and Homeownership, First Quarter 2024
CoStar, Sourced in Q2 2024

KEY TAKEAWAYS

- There is limited multi-family housing in Pensacola, which is defined as structures with more than 4 housing units. The metrics in the table above **represent less than 15% of all housing units**. Citywide, 1-unit structures (single-family homes) represents 68% of all housing units.
- Some development stagnation is visible within the Eastside CRA, characterized by a lack of new construction or absorption and a vacancy rate of 7.60%, higher than the Q1 2024 national rental residential vacancy of 6.6%[1]. Additionally, the Eastside district has the lowest property values among CRAs, with units sales averaging $134,000 each, indicating a less dynamic market.
- The Westside CRA's multi-family housing sector shows a lowest vacancy rate of 5.6%, yet its real estate performs below par compared to other market areas in terms of sale price and rent. Moreover, it stands as the sole geography with a negative 12-month absorption rate.
- The three CRAs rent out more places than the rest of Pensacola combined. Although they only make up 6% of all the rental properties in the city, they're responsible for 19% of the places where people have moved in the last year.
- The Urban Core surpasses Pensacola in market rent and sale price per unit, boasting almost half the vacancy rate of the citywide average at 7.7%.

COMPARING CAP RATES: *Many analysts consider a "good" cap rate to be around 5% to 10%, while a 4% cap rate indicates lower risk but a longer timeline to recoup an investment.*

Q2 2024 Office Market

BENCHMARKING	INVENTORY SF	INVENTORY SF/ ACRE	UNDER CONSTRUCTION SF	12 MONTH NET ABSORPTION SF	VACANCY RATE	MARKET ASKING RENT/ SF	MARKET SALE PRICE/ SF	MARKET CAP RATE
Urban Core CRA	3,900,000	3078	0	26,800	2.30%	$27.35	$139	9.90%
East Side CRA	21,500	84	0	0	0.00%	$24.33	$135	9.60%
West Side CRA	516,000	445	0	2,200	0.00%	$23.64	$100	10.40%
Citywide	15,200,000	584	0	193,000	2.30%	$25.37	$134	9.90%

Data source: CoStar, Sourced in Q2 2024

KEY TAKEAWAYS

- Despite national trends of low demand for office space, Pensacola's Urban Core district has relatively low vacancy but high concentration: the **Urban Core district holds 26% of all office space** and this concentration of office inventory is five times the citywide rate of square feet of office space per acre.
- Pensacola has limited office availability citywide with no office space under construction and and limited or no vacancy. If office jobs increase in the urban core, supply for office space would likely need to increase in turn.
- Though both have limited office space, the Eastside and Westside CRA each have 0% reported vacancy, suggesting demand meets or exceeds supply.
- Office space has the highest market asking rent and sale price per square foot when measured against the industrial and retail market comparables, likely contributing to the property value of the Urban Core area.
- The three CRAs together account for 15% of the citywide absorption totals. Specifically, the Eastside CRA shows no absorption, while the Westside CRA has absorbed 2,200 square feet, and the Urban Core CRA has absorbed 26,800 square feet.
- Market value and asking prices are lower for Westside CRA office space, with sale prices roughly 30% below the other districts.

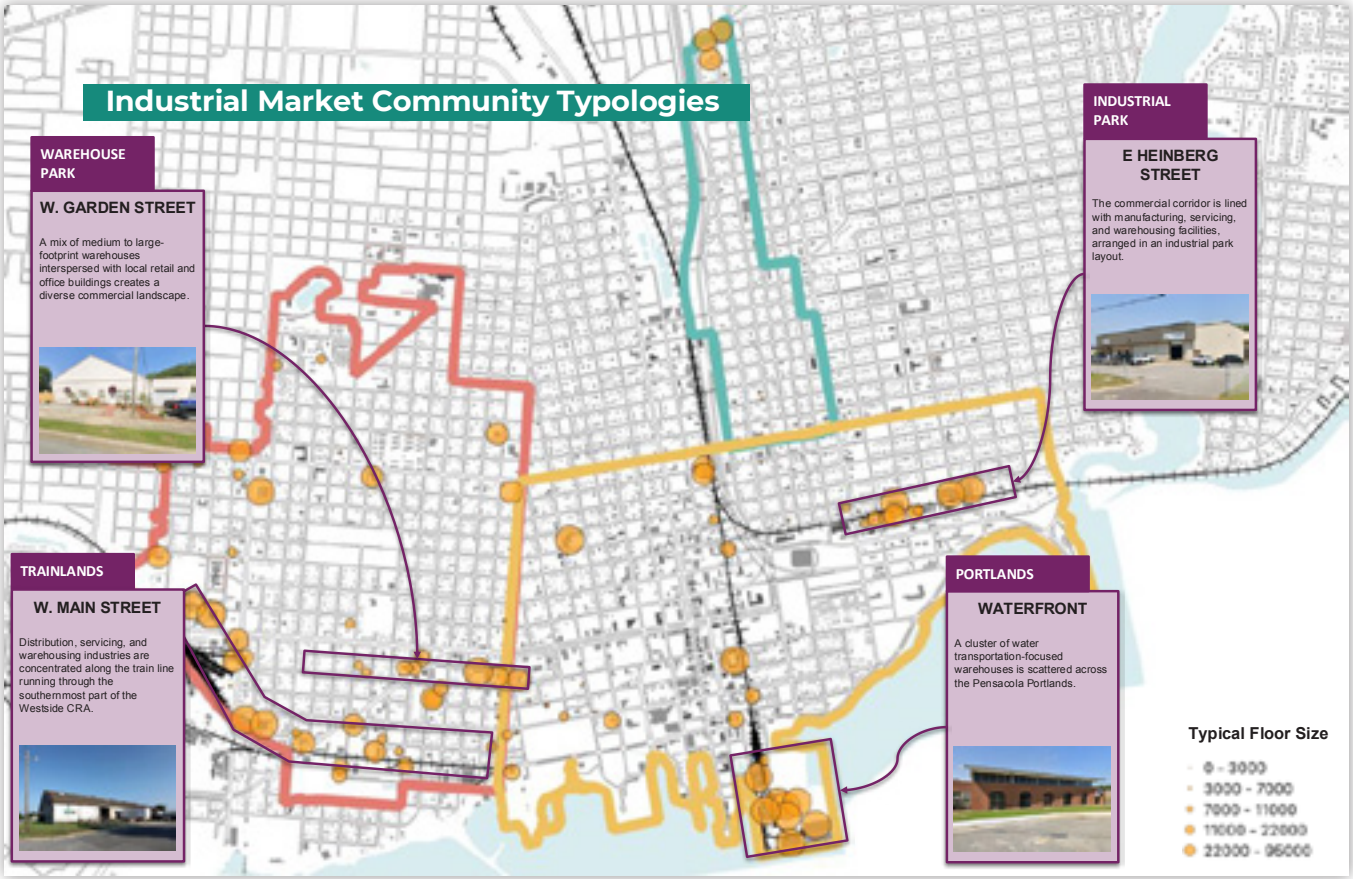
Q2 2024 Industrial Market

BENCHMARKING	INVENTORY SF	INVENTORY SF/ ACRE	UNDER CONSTRUCTION SF	12 MONTH NET ABSORPTION SF	VACANCY RATE	MARKET ASKING RENT/ SF	MARKET SALE PRICE/ SF	MARKET CAP RATE
Urban Core CRA	904,000	713	0	251,000	0.00%	$7.19	$73	8.70%
East Side CRA	48,900	191	0	0	0.00%	$8.55	$48	9.60%
West Side CRA	556,000	480	0	-3,500	0.60%	$8.58	$55	9.20%
Citywide	14,900,000	572	0	160,000	2.50%	$8.95	$69	8.80%

Data source: CoStar, Sourced in Q2 2024

KEY TAKEAWAYS

- The industrial properties in Pensacola range from 3,486 to 26,886 square feet, encompassing uses such as offices, warehouses, and flex spaces, with lot sizes varying from 0.28 to 1.64 acres (LoopNet Property Search, May 2024).
- All three CRA districts outperform the City of Pensacola in industrial real estate vacancy; all three have less than a 1% vacancy rate.
- There is no current industrial real estate under construction in any of the studied geographies
- The Westside CRA industrial real estate market appears to be stagnant with negative 3,500 net absorption square footage and a vacancy rate under 1%.
- The Eastside and Westside CRAs have higher market asking rents per square foot than the Urban Core CRA, although their market sale prices are lower compared to the Urban Core.



APPENDIX

STEP 1 | September 2024

Q2 2024 Retail Market

BENCHMARKING	INVENTORY SF	INVENTORY SF/ ACRE	UNDER CONSTRUCTION SF	12 MONTH NET ABSORPTION SF	VACANCY RATE	MARKET ASKING RENT/ SF	MARKET SALE PRICE/ SF	MARKET CAP RATE
Urban Core CRA	1,400,000	1105	0	3,300	3.70%	$19.24	$199	6.90%
East Side CRA	129,000	504	0	0	0.00%	$15.50	$162	7.40%
West Side CRA	566,000	489	0	-2,900	2.30%	$12.49	$132	7.20%
Citywide	22,400,000	860	66,300	166,000	2.60%	$16.90	$154	7.30%

Data source: CoStar, Sourced in Q2 2024

KEY TAKEAWAYS

- The retail market has the highest volume of commercial real estate inventory square footage, when compared to the industrial and office real estate markets in Pensacola
- However, disposable income is relatively limited for residents of the CRA districts, reducing the viability of significant new retail.
- Despite comprising 9.4% of citywide retail inventory, CRAs only absorbed 2% of square footage in the past year, with no ongoing construction.
- Economic development professionals in the city highlight a shortage of retail options at higher price points, such as luxury brands, yet the urban Core district has higher vacancy than Citywide.
- While the East and Westside both outperform the Citywide vacancy rate at 0% and 2.3%, their lower inventory suggests that demand for more retail may be weak.
- The Urban Core has the highest market rent and sale prices per square foot among all CRA districts, exceeding citywide averages, indicating that lowering prices could reduce current vacancy rates.

Q2 2024 Hotel Market Analysis

COUNTY BENCHMARKING	INVENTORY ROOMS	UNDER CONSTRUCTION ROOMS	12 MO OCC RATE	12 MO ADR
Urban Core CRA	790	0	66.10%	$146
East Side CRA	-	-	-	-
West Side CRA	26	0	50.70%	$80
Citywide	6,565	649	60.50%	$126

Data source: CoStar, Sourced in Q2 2024

PLANNED + PERMITTED HOSPITALITY PROJECTS

- **Tristan Hotel - Hilton Tapestry Boutique Hotel (East Garden District, LLC):** Construction start - Oct 15, 2024 (No permit app yet though)
- **Hotel Pensacola (SMP Architecture):** Planning (May be discontinued)
- **Tempo by Hilton: Permitting – Demo, Site & Building**
- **Homewood Suites by Hilton (Kerioth):** Permitting
- **Hard Rock Reverb Hotel @ CMP:** Planning
- **Valencia Hotel Group @ CMP:** Pre-Planning

Data source: City of Pensacola

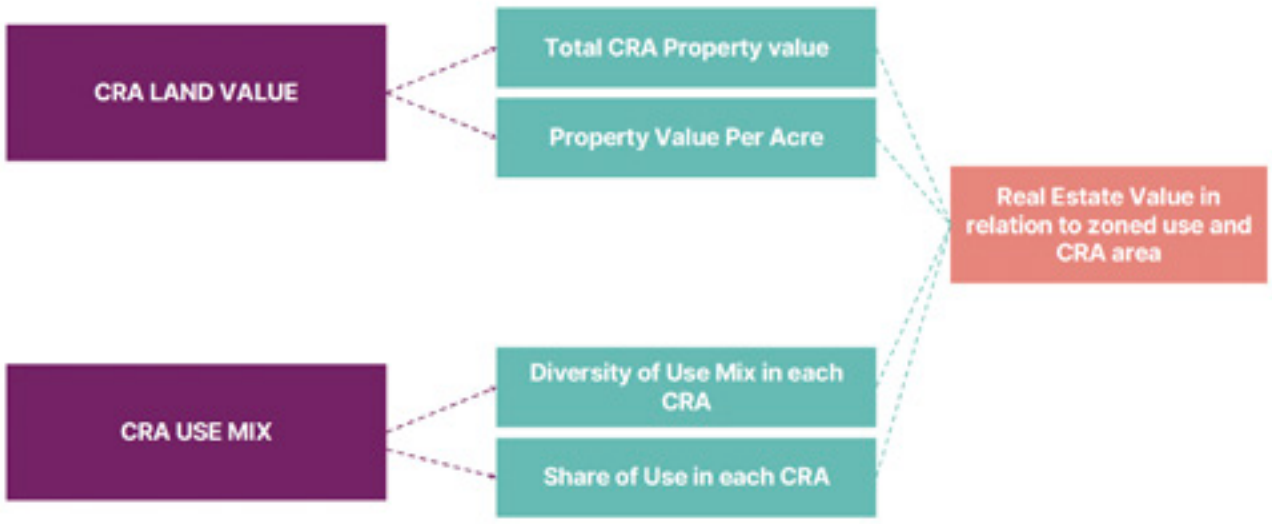
KEY TAKEAWAYS

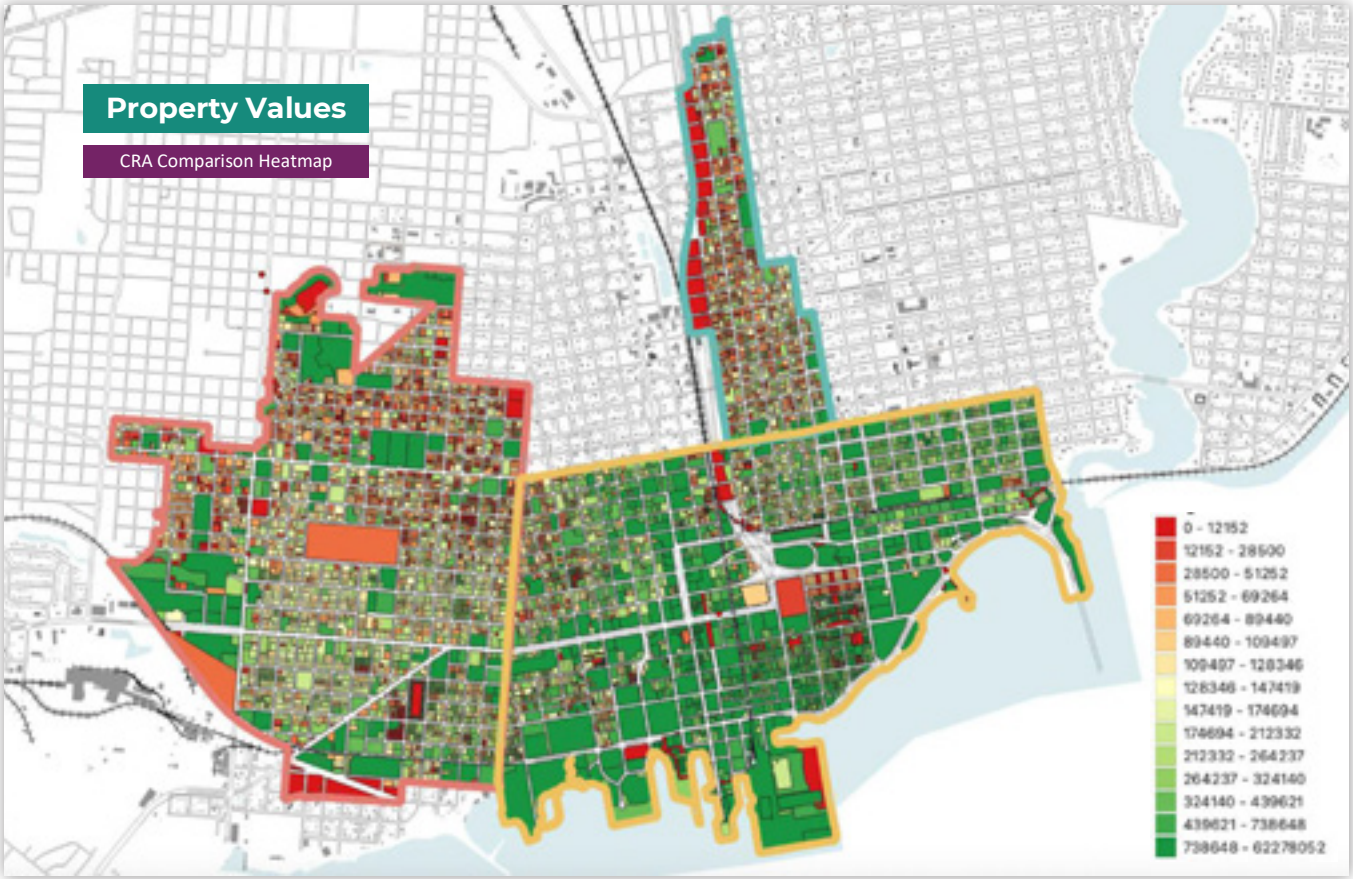
- Most hospitality establishments are concentrated in the Urban Core CRA, likely due to its attractions, amenities, and waterfront access. Currently, no hotel rooms are under construction in any of the three CRAs, possibly due to rising interest rates.
- The hospitality sector shows limited growth, with Citywide occupancy rates declining since Q2 2023. In 2023, Citywide hotel occupancy reached 73%, exceeding the AHLA's Florida projection of 70.5%. However, in 2024, Citywide occupancy dropped to 60.5%, with CRA occupancy below 70%. Industry experts, including Julian Macqueen of Innisfree Hotels, attribute this to rising interest rates, which have led to the cancellation of $250 million in projects on Pensacola Beach.
- The average daily rate (ADR) has remained steady, with 2023 room rates at $140, down from $141 in 2022, and current Citywide ADR at $126. Hoteliers in the area cite consistent ADRs as a sign of strength in the industry.
- Despite middling occupancy rates and no recent construction, planned and proposed projects in the Urban Core suggest growth opportunities for the hospitality industry, though they are not yet reflected in CoStar's real estate assessment.
- Notably, the Urban Core also outperforms the Eastside and Westside CRAs in room inventory, occupancy rates, and revenue per available room, slightly exceeding Citywide averages.

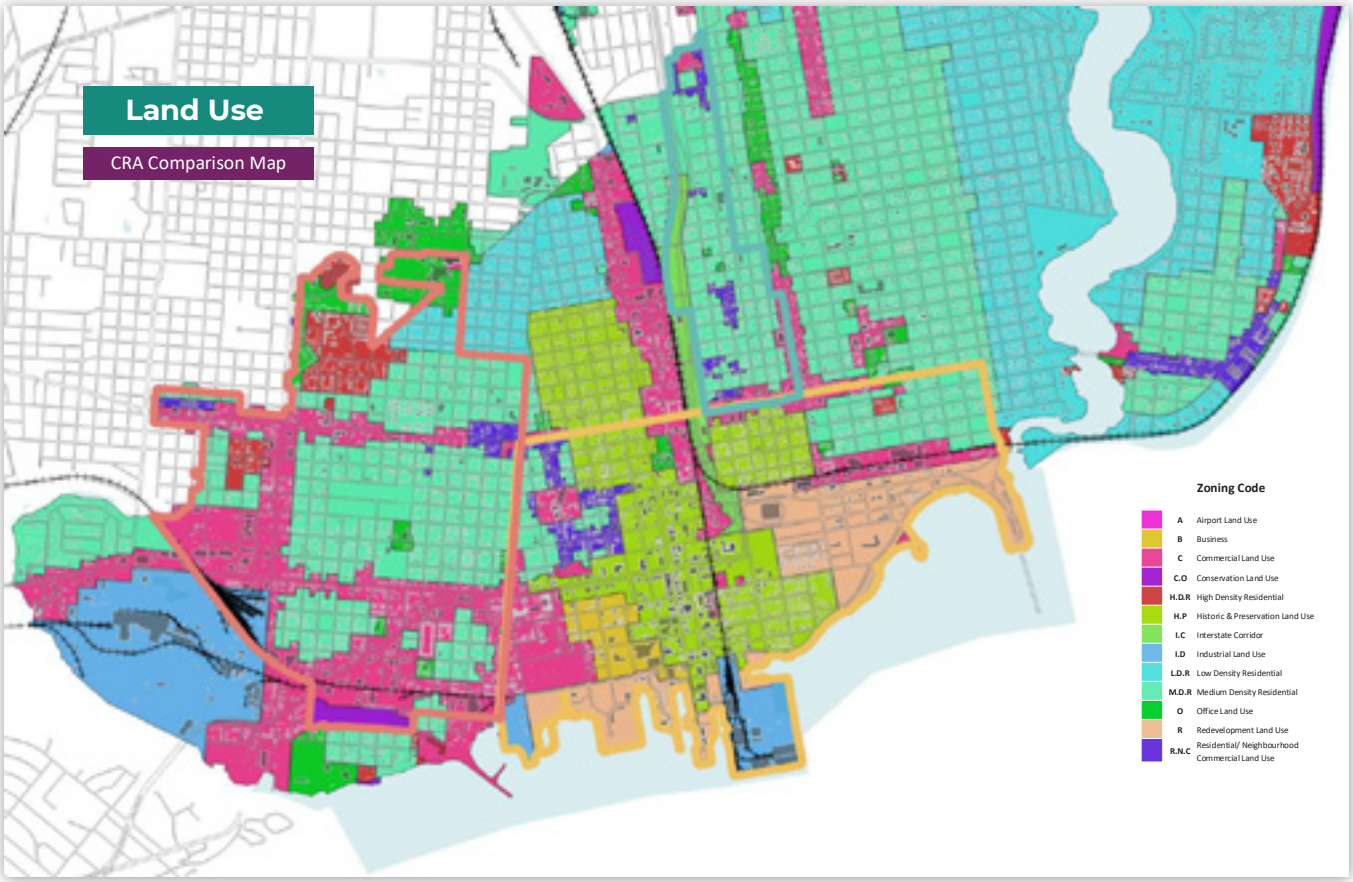
3.0
CRA PERFORMANCE REVIEW

CRA Analysis

Introduction



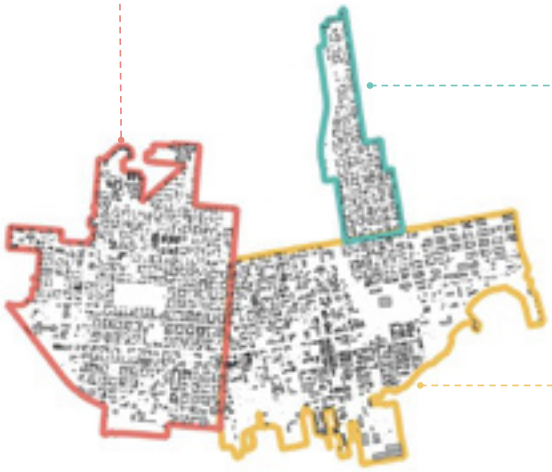

Property Values
CRA Comparison Heatmap
0 - 12152
12152 - 28500
28500 - 51252
51252 - 69264
69264 - 89440
89440 - 109497
109497 - 128346
128346 - 147419
147419 - 174694
174694 - 212332
212332 - 264237
264237 - 324140
324140 - 439621
439621 - 738648
738648 - 62278052

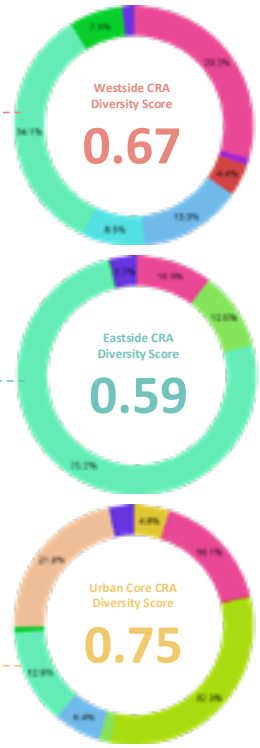

Land Use
CRA Comparison Map
Zoning Code
A Airport Land Use
B Business
C Commercial Land Use
C.O Conservation Land Use
H.D.R High Density Residential
H.P Historic & Preservation Land Use
I.C Interstate Corridor
I.D Industrial Land Use
L.D.R Low Density Residential
M.D.R Medium Density Residential
O Office Land Use
R Redevelopment Land Use
R.N.C Residential/ Neighbourhood Commercial Land Use

STEP 1 | September 2024

Land Use Diversity

A broad mix of land uses means more daily needs like work, housing, and retail can be in close proximity to each other





Zoning Code

- A Airport Land Use
- B Business
- C Commercial Land Use
- C.O Conservation Land Use
- H.D.R High Density Residential
- H.P Historic & Preservation Land Use
- I.C Interstate Corridor
- I.D Industrial Land Use
- L.D.R Low Density Residential
- M.D.R Medium Density Residential
- O Office Land Use
- R Redevelopment Land Use
- R.N.C Residential/ Neighbourhood Commercial Land Use

The Urban Core and Westside CRA benefit from **a broader diversity of land uses**. Both the Westside and Urban Core CRAs outperform the Eastside CRA in their entropy scoring, a metric where a higher score indicates a greater mix of uses. Communities with that mixture are generally more walkable, and because daily needs are more accessible, these communities become more economically diverse and resilient. Additionally, the diversity of uses allows the Urban Core and Westside CRA to apply a wider range of incentives and catalytic policies.

In contrast, medium-density residential land uses dominate **75%** of the Eastside CRA. This heavy reliance on residential real estate means the CRA depends significantly on its residential population and property values to fund the CRA TIF. Such dependence may affect the CRA's resilience to economic or demographic changes, like population relocation, residential blight, or mortgage foreclosure.

Entropy: *A measurement of land use mix. The higher the Entropy, the higher the mix. The Entropy Index varies from 0 to 1.*

STEP 1 | September 2024

Land Use Diversity

Several land uses contribute to the overall property value of CRA districts. The combination of total land area in each district, and the total value of the land area, shows wide variations. Some land uses thus have greater potential to impact the overall revenue received by the Community Redevelopment Agency.

			EASTSIDE CRA TOTAL VALUE	URBAN CORE CRA TOTAL VALUE	WESTSIDE CRA TOTAL VALUE
	A	Airport Land Use		$1,005,755.88	
	B	Business		$107,871.78	
	C	Commercial Land Use	$39,742.58	$302,170.07	$653,521.25
	C.O	Conservation Land Use			$4,624.51
	H.D.R	High Density Residential		$6,999.99	$287,362.38
	H.P	Historic & Preservation Land Use		$179,820.28	
	I.C	Interstate Corridor	$1,626.13	$16,765.55	
	I.D	Industrial Land Use		$12,248.92	$4,250.82
	L.D.R	Low Density Residential			$54,855.86
	M.D.R	Medium Density Residential	$597,186.15	$291,758.12	$1,493,877.36
	O	Office Land Use	$1,889.35	$9,627.17	$116,757.35
	R	Redevelopment Land Use		$353,707.77	
	R.N.C	Residential/ Neighbourhood Commercial Land Use	$70,568.23	$182,498.66	$48,122.45
		TOTAL CRA LAND VALUE	**$711,012.44**	**$2,469,224.19**	**$2,663,371.98**

Land Value Compared to Land Use

When viewing land valuation per acre, residential uses stand out in all three CRA districts, while industrial land has very low value, particularly in the Westside, where it makes up 14% of land use. Strategies to activate industrial uses could bring values up quickly.

			EASTSIDE CRA VALUE SHARE	URBAN CORE CRA VALUE SHARE	WESTSIDE CRA VALUE SHARE
	A	Airport Land Use		$0.44	
	B	Business		$0.37	
	C	Commercial Land Use	$0.14		$0.27
	C.O	Conservation Land Use			$0.06
	H.D.R	High Density Residential		$0.45	$0.78
	H.P	Historic & Preservation Land Use		$0.11	
	I.C	Interstate Corridor	$0.01	$0.21	
	I.D	Industrial Land Use		$0.04	$0.004
	L.D.R	Low Density Residential			$0.08
	M.D.R	Medium Density Residential	$0.30	$0.44	$0.52
	O	Office Land Use	$0.45	$0.25	$0.19
	R	Redevelopment Land Use		$0.32	
	R.N.C	Residential/ Neighbourhood Commercial Land Use	$0.71	$1.05	$0.37

Projects

2022 CRA Projects

EASTSIDE CRA

COMMUNITY WELLBEING AND SERVICES
- Hollice T. Williams Greenway & Skatepark Improvements
- General Daniel "Chappie" James Jr. Museum and Flight Academy - Phase II

HOUSING
- Affordable Housing Initiatives
- Residential Property Improvement Program
- Residential Resiliency Program

REVITALIZATION
- CRA Urban Design Standards
- Redevelopment Plan Update

URBAN CORE CRA

COMMUNITY WELLBEING AND SERVICES
- Bruce Beach Park Improvements
- Community Maritime Park Day Marina
- Hollice T. Williams Greenway & Skatepark Improvements
- Community Policing

HOUSING
- Affordable Housing Initiatives
- Residential Property Improvement Program
- Residential Resiliency Program

COMMERCIAL
- Commercial Facade Improvement Program

REVITALIZATION
- CRA Urban Design Standards
- Downtown Improvement District Initiatives
- Redevelopment Plan Update

WESTSIDE CRA

HOUSING
- Affordable Housing Initiatives
- Residential Property Improvement Program
- Residential Resiliency Program

COMMERCIAL
- Commercial Facade Improvement Program

REVITALIZATION
- CRA Urban Design Standards
- Redevelopment Plan Update

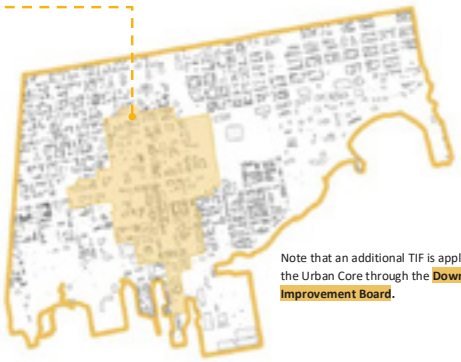
Source: *City of Pensacola Community Redevelopment Agency Annual Work Plan, 2022*

Millage Rates

Annual Rate

A County and City millage rate is applied to properties located within each CRA. The millage rate, also known as the mill rate, is a tax rate used to calculate local property taxes. It represents the amount of tax payable per $1,000 of a property's assessed value. For example, a millage rate of 10 means $10 in tax for every $1,000 of property value.

	County	City	Urban Core Downtown Improvement Board
2010	6.9755	4.5395	2.0
2011	6.9755	4.2895	2.0
2012	6.9755	4.2895	2.0
2013	6.6165	4.2895	2.0
2014	6.6165	4.2895	2.0
2015	6.6165	4.2895	2.0
2016	6.6165	4.2895	2.0
2017	6.6165	4.2895	2.0
2018	6.6165	4.2895	2.0
2019	6.6165	4.2895	2.0
2020	6.6165	4.2895	2.0

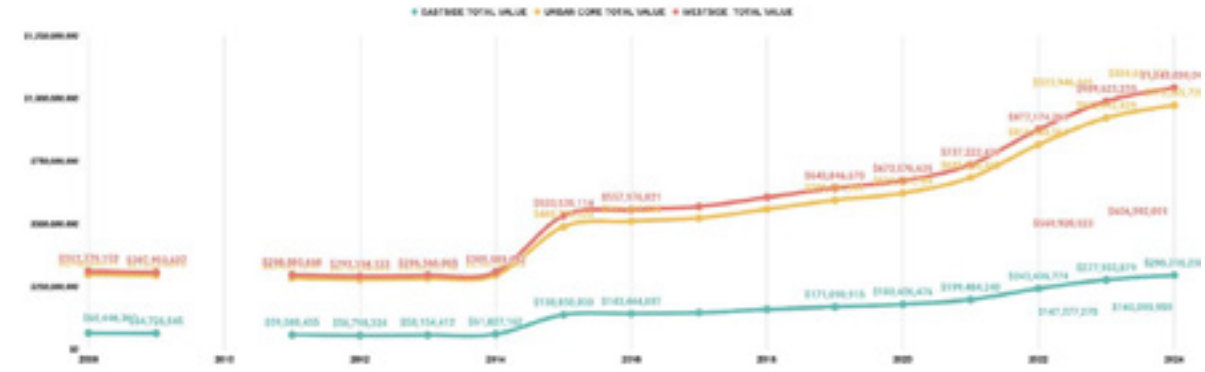


Note that an additional TIF is applied to the Urban Core through the **Downtown Improvement Board**.

Property Value over Time

by CRA District

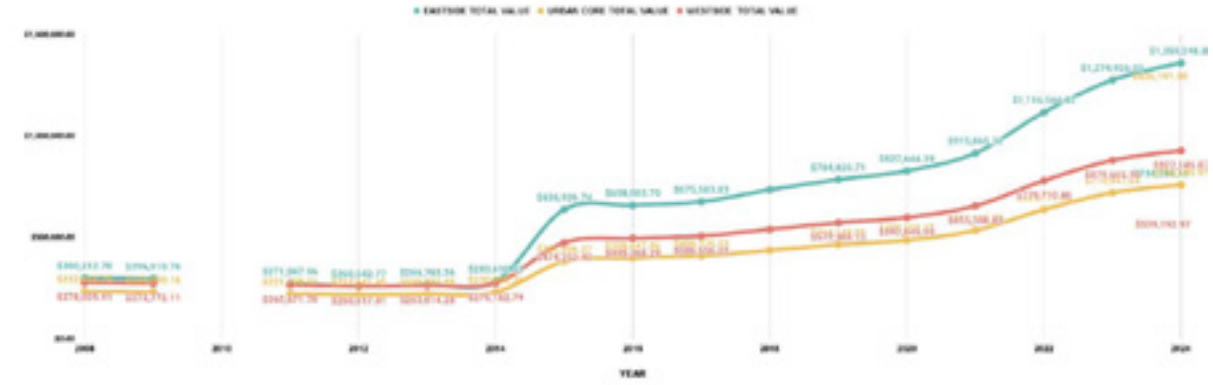
The Urban Core and Westside CRA are both higher than the Eastside CRA in total property value. All three CRA districts are demonstrating year-over-year growth with the Urban Core showing the greatest growth, followed by the Westside CRA, then the Eastside CRA.



Property Value over Time

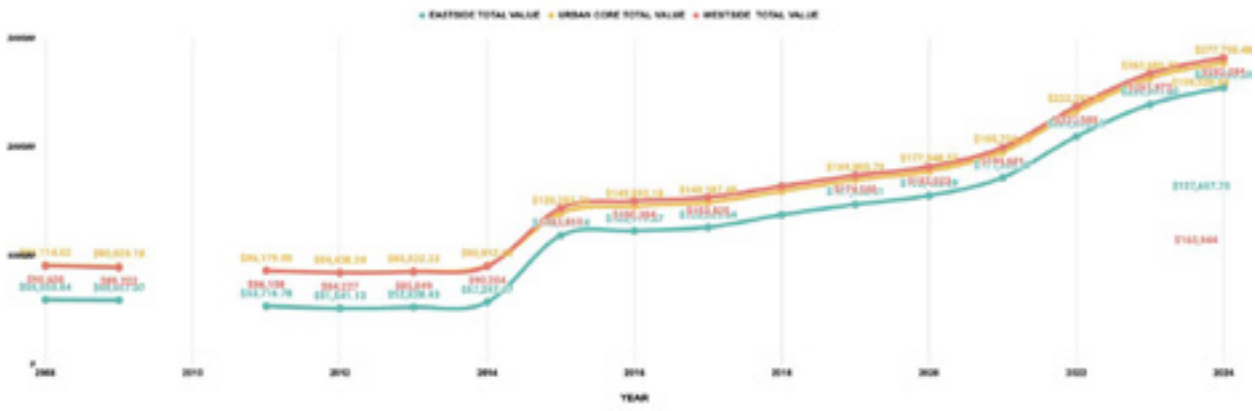
Property value per acre by CRA District

The Urban Core has greater value per acre property than both the Westside and Eastside CRA districts. The magnitude is significant; the Urban Core shows nearly exponential growth compared to the two other CRA districts.



Property Value over Time

Property value per parcel count by CRA District



TIF Revenue Annually

Total TIF Payments

The TIF revenue reveals historical is derived from the Urban Core CRA while the Westside CRA collected no revenue from 2010 - 2013. All three CRAs have seen an overall increase in revenue between 2010 and 2020.

	Eastside CRA	Urban Core	Westside CRA
2010	$40,356	$1,535,329	$0
2011	$35,380 ↓	$1,441,891 ↓	$0
2012	$25,872 ↓	$1,381,489 ↓	$0
2013	$26,356 ↑	$1,424,671 ↑	$0
2014	$31,356 ↑	$1,529,281 ↑	$26,537 ↑
2015	$35,474 ↑	$1,662,929 ↑	$36,293 ↑
2016	$41,066 ↑	$1,807,608 ↑	$76,658 ↑
2017	$47,393 ↑	$1,983,688 ↑	$120,764 ↑
2018	$62,630 ↑	$2,221,033 ↑	$169,983 ↑
2019	$81,808 ↑	$2,539,504 ↑	$250,353 ↑
2020	$92,207 ↑	$2,785,600 ↑	$319,997 ↑

Continual decrease in total TIF payments across all three CRAs, due to nationwide economic decline

TIF Revenue

Eastside CRA

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
EASTSIDE CRA | Total Acres: 218											
Total Payment	$40,356	$35,380	$25,872	$26,356	$31,356	$35,474	$41,066	$47,393	$62,630	$81,808	$92,207
Payment Per Acre	$185	$162	$119	$144	$121	$144	$163	$188	$287	$375	$423
Total Property Value	N/a	N/a	N/a	N/a	N/a	$56,994,857	$61,941,871	$63,235,471	$72,104,387	$80,277,360	$87,111,463
Property Value Per Acre	N/a	N/a	N/a	N/a	N/a	$261,444	$284,137	$290,071	$330,754	$368,245	$399,594

Eastside TIF Revenue

TIF Revenue

Urban Core CRA

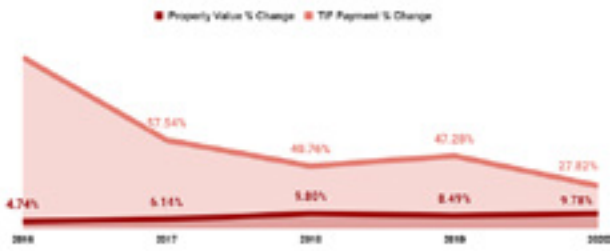
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
URBAN CORE CRA | Total Acres: 1,283											
Total Payment	$4,063,003	$3,953,997	$3,788,221	$3,787,966	$4,075,806	$4,427,771	$4,794,187	$5,260,081	$5,898,476	$6,837,207	$7,508,831
Payment Per Acre	$3,167	$3,082	$2,953	$2,952	$3,177	$3,451	$3,737	$4,100	$4,597	$5,329	$5,853
Total Property Value	N/a	N/a	N/a	N/a	N/a	$575,840,293	$628,528,322	$682,092,327	$750,758,186	$811,833,232	$842,213,147
Property Value Per Acre	N/a	N/a	N/a	N/a	N/a	$448,823	$489,890	$531,639	$585,158	$632,762	$656,440

City CRA TIF Revenue

TIF Revenue

Westside CRA

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
WESTSIDE CRA | Total Acres: 1,125											
Total Payment	-$43,892.21	-$48,505.55	-$72,262.97	-$80,972.30	$26,536.55	$36,292.99	$76,657.94	$120,764.46	$169,983.01	$250,352.67	$319,997.41
Payment Per Acre	-$39.02	-$43.12	-$64.23	-$71.98	$23.59	$32.26	$68.14	$107.35	$151.10	$222.54	$284.44
Total Property Value	N/a	N/a	N/a	N/a	N/a	$274,452,545	$287,469,547	$305,115,998	$335,014,607	$363,456,488	$399,017,359
Property Value Per Acre	N/a	N/a	N/a	N/a	N/a	$243,958	$255,528	$271,214	$297,791	$323,072	$354,682



Westside TIF Revenue

Outstanding Questions

Identifying Potential Causality

APPRAISAL PROCESS

Could potential changes in appraisal policy play a role in increasing TIF revenue?

MARKET CONDITIONS

Could a change in real estate typology or volume be impacting the annual CRA revenue?

MAJOR ECONOMIC SHIFTS

Could demographic, industry, or workforce changes be impacting the TIF revenue?

STEP 1 | September 2024

4.0 GENTRIFICATION + DISPLACEMENT

PENSACOLA CRA PLAN UPDATE / PENSACOLA, FLORIDA / JLP+D

Definitions

Gentrification

The process of change in an neighborhood or community that is seen by increased prices for basic needs, increased economic investments, and demographic or cultural shifts, typically resulting in displacement of residents.

- Methodology: Definitions were compared against each other through the lenses of:

Social Change | Economic Change | Cultural Change | Physical/Built Change

Displacement

A force that relocates people from where they are living or running a business. This can be either physical or economic, and it is often experiences as a slow accumulation of pressure or acute actions that change stay-or-go tradeoffs for individuals.

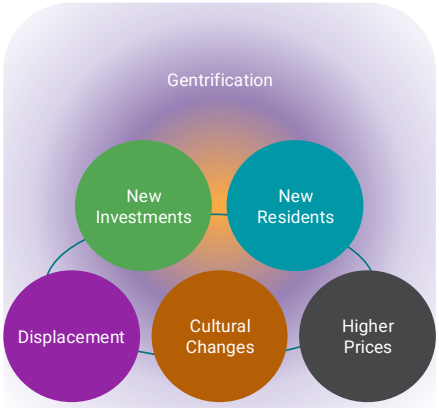
- Methodology: Definitions were compared against each other through the lenses of:

Degraded Housing | Rising Costs | Resident Income | Small Business Changes | Migration

Discussion

Displacement vs. Gentrification

- Displacement and Gentrification are related but not the same.
- **Displacement is defined by** the ***movement*** of residents and businesses. It is measurable and consistent. It is often witnessed in gentrifying areas.
- **Gentrification is a process** that often ***creates the set of factors*** that lead residents and businesses to move, and can also cause other changes. It is multi-faceted, and more complex to measure.



When is it gentrification vs. economic growth?

- ➔ Economic growth is positive for any community, and especially for low-income communities. However, when that growth is not inclusive or accessible to certain groups, it is not equitable.
- ➔ The **negative impacts** of economic growth **are often associated with gentrification**, such as increasing rents reducing affordability for residents
- ➔ **Equitable economic development** aims to ***minimize the negative impacts*** of economic growth

Gentrification & Displacement: Overall Trends

Pensacola shows a mix of factors that indicate vulnerability to future gentrification and displacement, as well as some factors that limit gentrification and displacement

Risk Factors

Incomes

- Median incomes, when lower than the median income of surrounding areas, can be a predictor of gentrification and displacement.
- High poverty rates when compared to the national average also signify potential risk.

Housing

- The affordability index is low, meaning that incomes are too low to qualify for mortgages
- The rental percentage is higher than County and national averages, suggesting homeownership is consistently out of reach
- Change in rental vacancy rates indicates changes in affordability for renters

Possible strengths

Population Flows

- Fast growth can incite displacement of existing communities. Within Escambia county, **migration has been net neutral** over the last 10 years.

Diversity

- Diverse communities are less likely to experience displacement than areas with high concentrations of communities of color.

Incomes

- Extremely fast income growth is often a sign of gentrification for communities

Signals to watch for

Incomes & Earning Power

- Stakeholders should be sensitive to an increase in proportion of high incomes indicating wealthier residents displacing lower income residents
- Stakeholders should also look for an Increase in the percentage of residents with a bachelor's degree or higher, who generally have higher earning potential

Rents & Evictions

- Greater increase in median rent and subsequent increases in eviction rates

Housing Supply

- Observing total housing units constructed to understand if it is lower than the population growth

Gentrification & Displacement: Risk Factors

Housing and Incomes create challenges for residents

Today all three CRA districts present some risk factors of economic vulnerability and displacement. The median household income is lower in these districts than city and county averages. The affordability index, which measures the likelihood of obtaining a mortgage at current average home prices given the current average income, is also below 60 for all districts, despite variation in the average home price of each area.

The share of renters is higher in the CRA districts than the county and the national average. The rental rate for nationally is 35% while the Westside (59%), Eastside (53%), and the Urban Core (42%) are all significantly higher. Renters are likely to be more quickly displaced than homeowners due to fluctuating rent prices.

When looking at vacancy, total vacant housing units have increased citywide and in every CRA district, though vacancy is projected to decrease slightly. This vacancy combined with increase in housing units could be explained in part by housing quality; better housing has entered the market while less attractive housing still exists.

Additionally, density of housing units has increased in all CRA districts, supported by lot splitting and conversions or additions of accessory dwelling units In a mpre promising trend, total Housing units are increasing in the Westside and Eastside CRA districts, and have been steadily since 2000. This growth outpaces the City of Pensacola overall.

Present Risk Factors				
	Median Income	% Households Below Poverty	# Households Below Poverty Level	*Affordability Index*
Westside CRA	$23,551	39.5%	1,033	*51*
Eastside CRA	$35,124	27.9%	150	*58*
Urban Core CRA	$59,901	16.9%	248	*57*
Pensacola	$67,722	14.1%	7,534	*90*
Escambia County	$61,642	12.7%	18,030	*87*

Housing Unit Totals				
	2000	2010	2023	*2028*
Westside CRA	2,925	3,074	3,577	*3,710*
Eastside CRA	683	669	676	*684*
Urban Core CRA	1,793	1,832	2,251	*2,430*
Pensacola	26,948	27,892	28,111	28,111
Vacant Housing Unit Totals				
	2000	2010	2023	*2028*
Westside CRA	381	177	642	*645*
Eastside CRA	120	73	141	*138*
Urban Core CRA	304	105	356	*343*
Pensacola	3,115	3,256	3,129	*3,114*

Gentrification & Displacement: Possible Factors

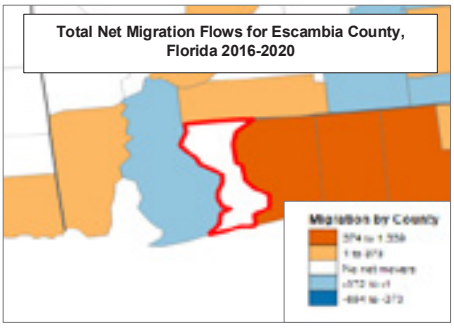
A few factors indicate a complex set of trends for and against active displacement

There are several factors that may not demonstrate direct gentrification and displacement for Pensacolians. First, within Escambia county, migration has been net neutral - while some movement has occurred, the movers out have roughly equalled movers in. There is no visible evidence of rapid population growth contributing to displacement.

next, the CRA districts all have fairly high diversity, which can be a strength against swift displacement for communities of color. That said, the Eastside CRA district has a higher concentration of black households than the other areas, while the urban core CRA has a higher concentration of while residents.

Income growth, though low for many households, has increased at a steady rate, mirroring the national averages for that last 20 years. Sharp increases in income are often caused by higher earners moving to an area and lower income earners leaving.

Additionally, density of housing units has increased in all CRA districts, supported by some new construction and lot splitting and conversions or additions of accessory dwelling units.



	Population By Race 2021 %						
	White	Black	American Indian	Asian	Pacific Islander	Other	Two or More Races
Westside CRA	38.97%	49.16%	0.00%	0.52%	0.22%	1.13%	10.00%
Eastside CRA	25.59%	63.53%	0.00%	0.00%	0.00%	3.92%	6.96%
Urban Core CRA	66.55%	22.75%	0.00%	0.16%	1.89%	1.01%	7.65%

Gentrification & Displacement: Signals to Watch in the Future

Changes to the population and rental prices are indicators of potentially fast shifts

Both gentrification and displacement can shift from risks to reality quickly. Changes to the median rent act as a signal of shifting demand by higher income renters, and the current asking rent of $1,800 for new units across the city should be watched to identify increases. The current range of rental prices clusters around $1,500.

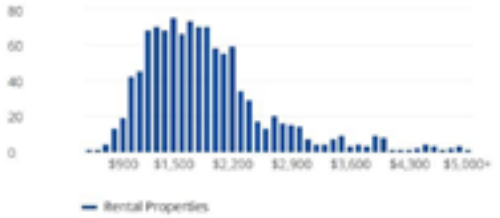
Similarly, changes to high income earners or populations with college degrees (and thus, potentially higher earning power) should be monitored as well. These indicators are already elevated in the Urban Core CRA, but could increase in the Eastside CRA quickly too, given its small population overall.

Lastly, the CRA is familiar with planned housing projects, and the total units of housing added to the Pensacola market wll have the least impact if they are not outpaced by population growth. Thus, greater population growth, if it becomes a steady trend is also a sign to monitor changes to the number of housing units in the area.

Potential Indicators of Future Displacement			
	Median Rent	Households Earning > $150k	Households with Bachelor's or Higher
Westside CRA	$869	113 (4.0%)	16.3%
Eastside CRA	-	29 (5.3%)	27.4%
Urban Core CRA	$1.901	338 (21%)	45.5%
Pensacola	$1,150	3,812 (15.7%)	40.5%
Escambia County	$1,394	15,757 (12.5%)	31.8%

Price Range

The price range for all bedrooms and all property types is $600 to $5,500.



What Else Impacts Gentrification Trends?

Factors to consider in Pensacola

SAFETY & PERCEPTION OF SAFETY

OVERALL COST OF LIVING

ATTRACTIVENESS FOR DEVELOPMENT

ECONOMIC DRIVERS

MILITARY INVESTMENT

JLP+D

CRA FUNDING RESOURCES

FEDERAL FUNDING

Grant Name	Awarding Entity	Website	Typical Projects Funded	Notes of interest
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	USDOT	https://www.transportation.gov/RAISEgrants/raise-nofo	Surface transportation projects that have significant local or regional impact; could include projects with a safety component.	https://www.transportation.gov/sites/dot.gov/files/2022-09/RAISE%202022%20Award%20Fact%20Sheets_1.pdf
Infrastructure for Rebuilding America Discretionary Grant Program (INFRA)	USDOT	https://www.transportation.gov/grants/infra-grants- program	Primarily freight related.	For projects that improve safety, generate economic benefits, reduce congestion, enhance resiliency, and hold the greatest promise to eliminate freight bottlenecks and improve critical freight movements.
Reconnecting Communities Pilot Program (RCP)	USDOT	https://www.transportation.gov/grants/reconnecting-communities	Highway removal projects, through disadvantaged communities. Would fund replacement infrastructure and includes safety components.	
Safe Streets and Roads for All (SS4A)	USDOT	https://www.transportation.gov/grants/SS4A	Transportation safety projects.	Projects must be identified in a comprehensive safety action plan to receive implementation funding.
Federal Transit Administration Capital Funds (FTA)	Federal Transit	https://www.transit.dot.gov/funding/grants/urbanized- area-formula-grants-5307	Funds safe access to transit projects	See Bicycles and Transit, Flex Funding for Transit Access, the FTA Final Policy Statement on the Eligibility of Pedestrian and Bicycle Improvements Under Federal Transit Law, and FTA Program & Bicycle Related Funding Opportunities
Areas of Persistent Poverty Program (AoPP)	Federal Transit	https://www.transit.dot.gov/grant-programs/areas- persistent-poverty-program	Funds projects that provide access to transit in disadvantaged communities, including safety improvements.	
Carbon Reduction Program (CRP)	FHWA	https://www.fhwa.dot.gov/environment/sustainability/energy/	Planning, bicycle and pedestrian facilities, bike share programs, road diets, etc.	Project must be part of the state TIP and consistent with LRSTP and Metropolitan Transportation Plan; does not fund recreational trails
Congestion Mitigation and Air Quality Improvement Program (CMAQ)	FHWA	https://www.fhwa.dot.gov/ environment/air_quality/ cmaq/	Projects, including bicycle and pedestrian facilities, that reduce emissions.	Project for planning, feasibility analyses, and revenue forecasting associated with the development of a project that would subsequently be eligible to apply for assistance under the BIP
Highway Safety Improvement Program (HSIP)	FHWA	https://highways.dot.gov/safety/hsip/shsp	Safety projects on the highway system.	Projects must be consistent with a state's Strategic Highway Safety Plan, funding is only for Highway projects, public transportation, and port facilities, Small local agencies also eligible
Railway-Highway Crossings(-Section 130) Program (RHCP)	FHWA	https://highways.dot.gov/safety/hsip/xings/railway-highway-crossing-program-overview	Railroad crossing improvements.	Set aside from HSIP, Small local agencies also eligible
National Highway Performance Program (NHPP)	FHWA	Implementation Guidance for the National Highway Performance Program (NHPP) as Revised by the Bipartisan Infrastructure Law (dot.gov)	Could include safety improvements as part of other improvements.	Only for Highway projects; Administered by the State
Promoting Resilient Operations for Transformative, Efficient, and Cost Saving Transportation (PRO TECT)	FHWA	https://www.fhwa.dot.gov/environment/sustainability/resilience/	Protecting transportation facilities from flooding.	Funds can only be used for activities that are primarily for the purpose of resilience or inherently resilience related. With certain exceptions, the focus must be on supporting the incremental cost of making assets more resilient.
Surface Transportation Block Grant Program (STBG)	FHWA	https://www.fhwa.dot.gov/specialfunding/stp/	Planning, bicycle and pedestrian facilities, bike share programs, road diets, etc.	If called a bicycle facility, it must be primarily for transportation instead of recreation, but recreational trails are also permitted, Small local agencies also eligible
Transportation Alternatives (TA) Set-Aside	FHWA	https://www.fhwa.dot.gov/ environment/transportation_alternatives/	Planning, bicycle and pedestrian facilities, bike share programs, road diets, etc.	Part of STBG; Administered by the State, Local agencies also eligible
Recreational Trails Program (RTP)	FHWA	https://www.fhwa.dot.gov/ environment/recreational_ trails/	Recreational trails	Part of STBG; Administered by the State
Safe Routes to School Program (SRTS)	FHWA	ttps://www.fhwa.dot.gov/environment/safe_routes_to_school/	Projects that improve safety for students going to school	Part of STBG; Administered by the State

FDOT FUNDING

Grant Name	Awarding Entity	Website	Typical Projects Funded	Notes of interest
Transportation Alternatives Program (TAP)	FDOT	https://www.fdot.gov/planning/ systems/tap/default.shtm	Bicycle/pedestrian facilities recreational trails, SRTS projects	Part of the Federal TA set aside of the STBG https://fdotwww.blob.core. windows.net/sitefinity/docs/default-source/planning/systems/systems- management/document-repository/tap/ta_set-aside-program_fl_ overview-highlights_2015-2021.pdf?sfvrsn=7c0d8522_2
Shared-Use Nonmotorized (Sun) Trail Program	FDOT	https://www.fdot.gov/planning/ systems/suntrail/guidance.shtm	Shared use trails	Project must be within the Suntrail network, a priority of the applicable jurisdiction, and consistent with applicable plans. Local agency must commit to operation and maintenance of trail. Separate Request for Funding, but must be included in FDOT Work Plan https://fdotwww. blob.core.windows.net/sitefinity/docs/default-source/planning/systems/ suntrail/guidance/suntrail_guidanceforsubmittal-offundingrequest_ppt. pdf?sfvrsn=3ac9b7ba_2
Highway Safety Improvement Program	FDOT	Reports and Plans (fdot.gov)	Transportation safety projects	Must show how project improves safety; part of FHWA HSIP funding
Safe Routes to School	FDOT	https://www.fdot.gov/Safety/programs/safe-routes.shtm	Transportation safety projects that improve safety for student going to/from school	Funded through HSIP

SIDEWALK PRIORITIZATION

RANKING CRITERIA

Step 1

Separate candidate projects into two tiers:

Tier 1: Projects with no existing sidewalks

Tier 2: Projects with existing sidewalks on one side of the street

Step 2

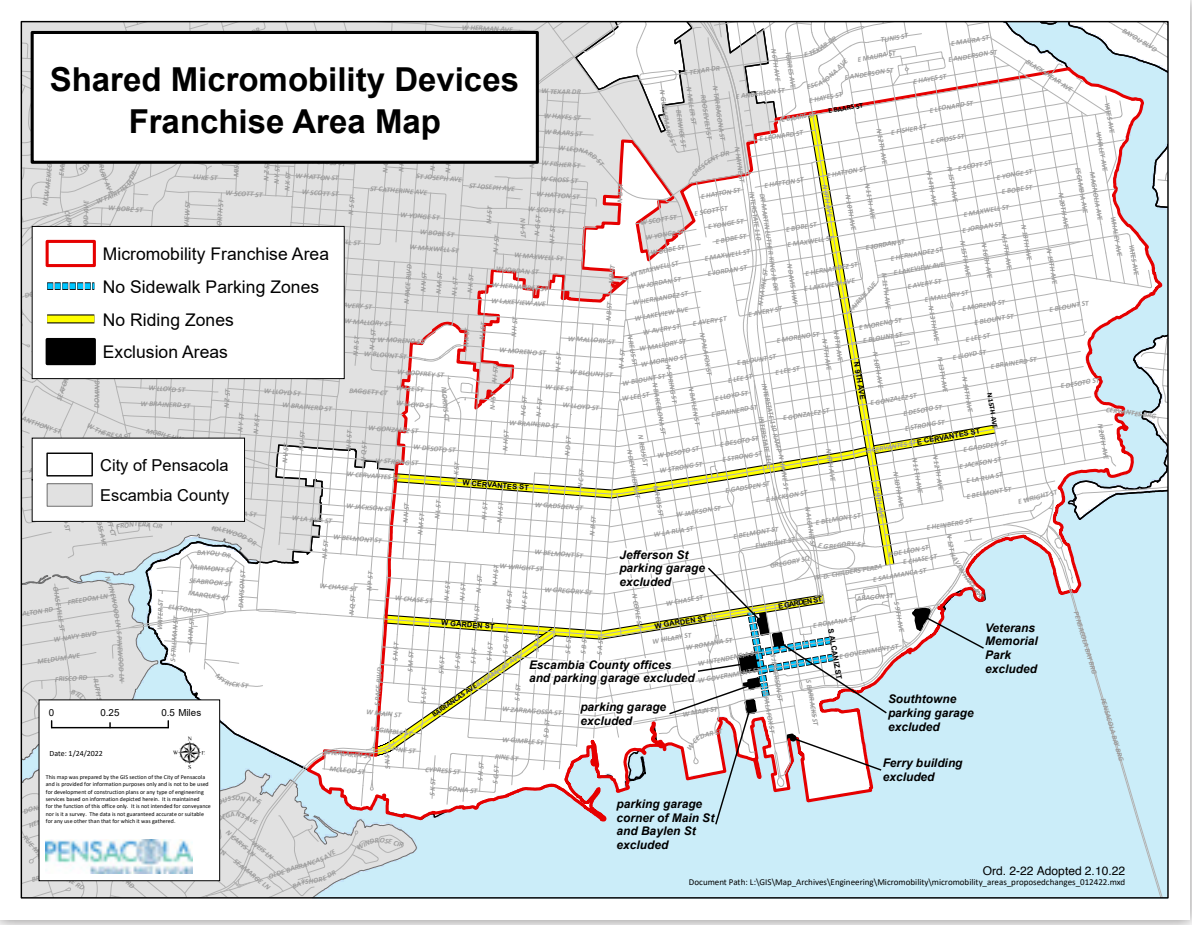
Rank Projects based upon the following criteria:

#	Quantifiable Criteria	Max Points
1	Safety (Roadway conditions, width, bike lanes, existing sidewalk)	6.5
2	School Proximity (Using EscCo Bus Eligible criteria) – Elem School @ 1 mile (15 points) – Middle School @ 1.5 miles (10 points) – High School @ 2 miles (5 points)	15
3	New Access on Arterials and Collectors	10
4	Latent Demand (using either census tract data or City data) – DUs within 1/4 mile to sidewalk project – Residents using transit or walking to work	15
5	Connectivity / This criterion will award points based on the following: – Connects to sidewalk on arterial roadway (15 points) – Connects to sidewalk on collector roadway (10 points) – Connects to sidewalk on local streets (5 points) – Does not connect to other sidewalks (0 points)	15
6	Existing Demand / This criterion will assess scores based on access to: – Transit Stops – Parks/Community Centers – Greenways & Trails – Transportation Disadvantaged Housing – Employment Centers – University/College Campuses (PCS) – Shopping Centers – Placemaking Areas (1/4 mile radius from: Palafox St from Wright Street to terminus and Belmont-DeVilliers intersection)	40
	Total Max Points	101.5

If the totals for the subcategories exceed the maximum for the category, only the maximum value shall be assigned.

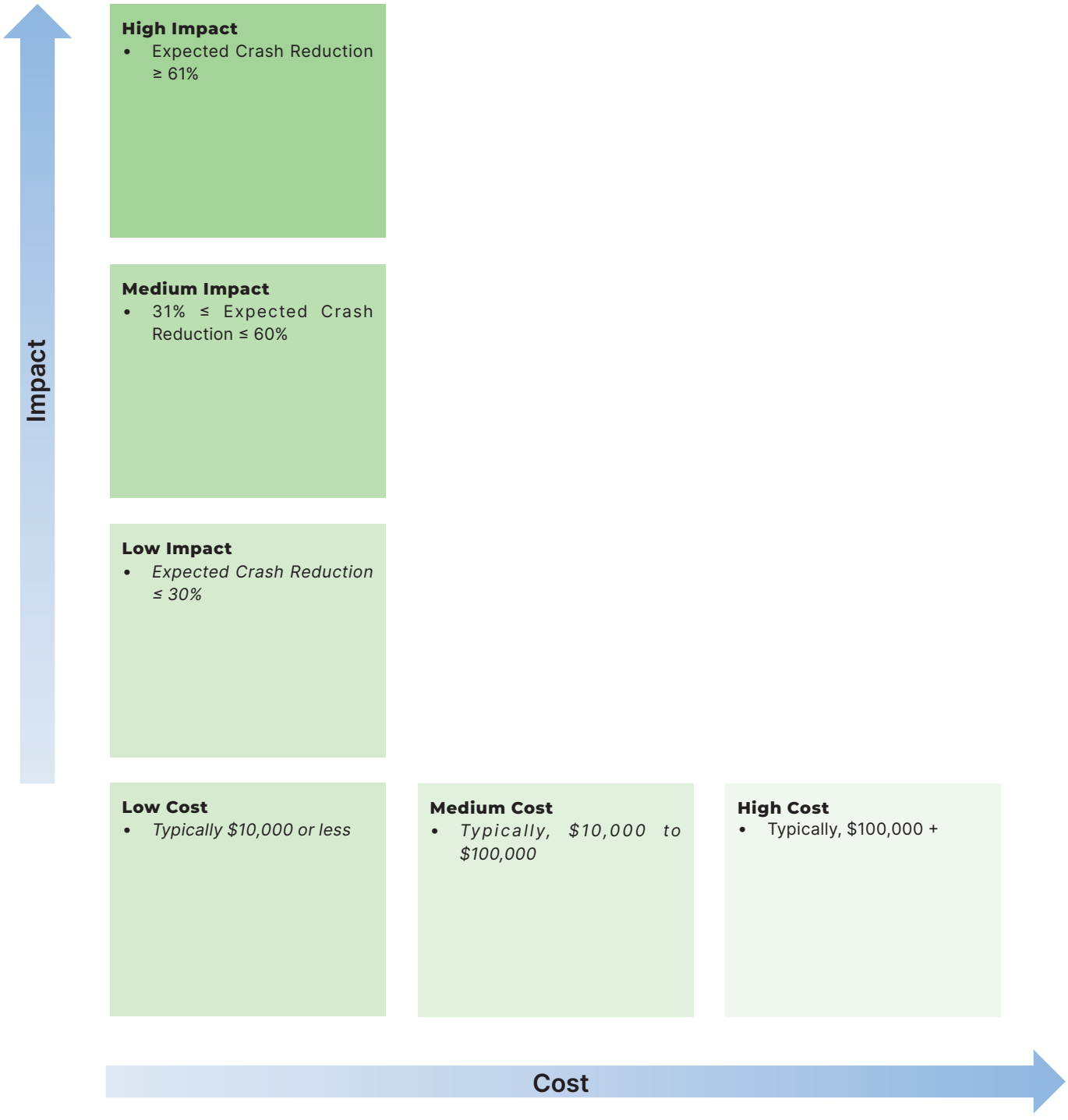
Data used will be from either City data (roadway classification, building footprints, pavement width, bike lanes, parks/community center locations, school locations), US Census data (worker transportation, DUs), and ECAT data (transit stops).

MICROMOBILITY AREA MAP



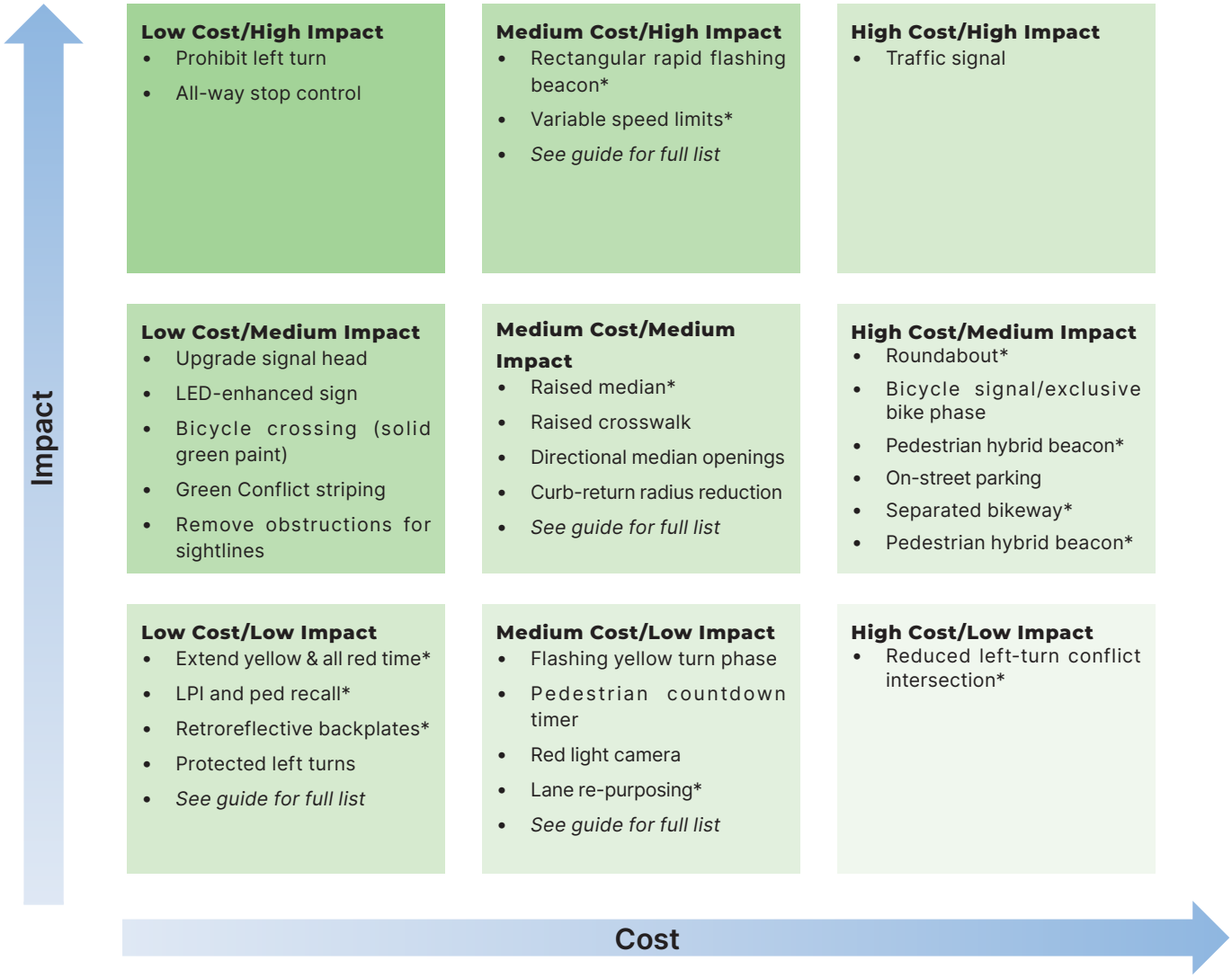
COST AND IMPACT COUNTERMEASURES

COUNTERMEASURE IMPACT AND COST DEFINED



Unknown Impact = No quantitative date is available

COUNTERMEASURE SELECTION GUIDE



Note:
Countermeasures may not apply to all modes, roadways, or crash severities.
Countermeasures may apply to more crash types.

* FHWA Proven Safety Countermeasure

COUNTERMEASURE SELECTION GUIDE (CONT.)

Low Cost/ Unknown Impact

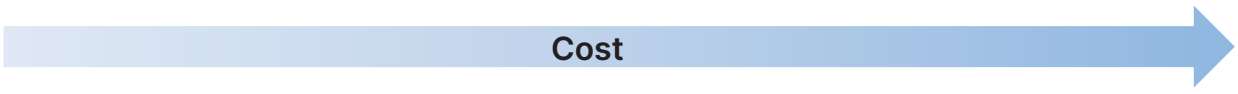
- Extend green time for bikes
- Extend time pushbutton
- Prohibit right-turn-on-red
- Prohibit turns during pedestrian phase
- Time-based turn restriction
- Upgrade intersection pavement markings
- Bicycles may use full lane sign
- Mixing zone
- High-visibility crosswalk
- Restripe crosswalk
- Centerline hardening
- Enhanced daylighting/slow turn wedge
- Paint and plastic median

Medium Cost/ Unknown Impact

- Bike detection
- Pedestrian detection
- Supplemental signal heads
- Flashing beacon as advance warning
- Curb extensions
- Paint and plastic mini circle/ mini roundabout

High Cost/ Unknown Impact

- Separate right-turn phasing
- Close slip lane
- Intersection reconstruction and tightening
- Protected intersection
- Raised intersection



Note:
Countermeasures may not apply to all modes, roadways, or crash severities.
Countermeasures may apply to more crash types.

* FHWA Proven Safety Countermeasure

COUNTERMEASURE SELECTION GUIDE (PEDESTRIAN AND BIKE FOCUSED)

Low Cost/ Unknown Impact

- Audible push button upgrade extend time push-button
- Prohibit right-turn-on-red
- Prohibit turns during pedestrian phase
- Shorten cycle length
- Advance stop bar
- Advance yield markings
- Pavement speed legends
- Time-based turn restriction
- Upgrade intersection pavement markings
- Wayfinding
- Co-locate bus stops and pedestrian crossings
- High-visibility crosswalk
- Restripe crosswalk
- Centerline hardening
- Enhanced daylighting/slow turn wedge
- Gateway treatments
- Paint and plastic median
- Partial closure/diverter
- Straighten crosswalk
- Lane narrowing
- Far-side bus stop
- Extend green time for bikes
- Bicycles may use full lane sign
- Mixing zone
- Parking buffer
- Two-stage turn queue bike box
- Bike box

Medium Cost/ Unknown Impact

- Pedestrian detection
- Signal interconnectivity and coordination/green wave
- Signal preemption
- Flashing beacon as advance warning
- Floating transit island
- Curb extensions
- Widen sidewalk
- Crosswalk density
- Chicane
- Landscape buffer
- Speed sensitive rest on red
- Upgrade lighting to LED
- Bike detection

High Cost/ Unknown Impact

- Separate right-turn phasing
- Shared use path
- Close slip lane
- Intersection reconstruction and tightening
- Protected intersection
- Raised intersection

Cost

Note:
Countermeasures may not apply to all modes, roadways, or crash severities.
Countermeasures may apply to more crash types.

* FHWA Proven Safety Countermeasure

TRANSPORTATION ANALYSIS

OVERVIEW

Existing transportation conditions were documented throughout Pensacola and provided a foundation for understanding the needs and possible improvements for the CRA planning process.

Documenting the existing transportation conditions included three main categories:

- Roadway Characteristics (e.g., street type, character, and dimensions);
- Mobility Characteristics (e.g., pedestrian/bicycle facilities, and safety);
- Equity and Transportation (e.g., communities overburdened by lack of transportation investment).

Existing Transportation – Related Conditions and Planned Transportation Improvements

Technical Memorandum

Community Redevelopment Agency Plan Update for Westside, Urban Core, and Eastside

October 8, 2024

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1 Introduction and Project Purpose

The Pensacola Community Redevelopment Agency (CRA) is updating all three CRA district plans after more than 15 years. The CRA districts are comprised of the Westside, the Eastside, and the Urban Core. Each of the districts have distinct characteristics pertaining to transportation. The existing conditions highlighted in this report are based on city data, previous studies, current programs, site and desktop observations, and community input. Understanding the existing conditions provides the basis to develop near-, medium-, and long-term recommendations to improve mobility and accessibility of all the residents within the area.

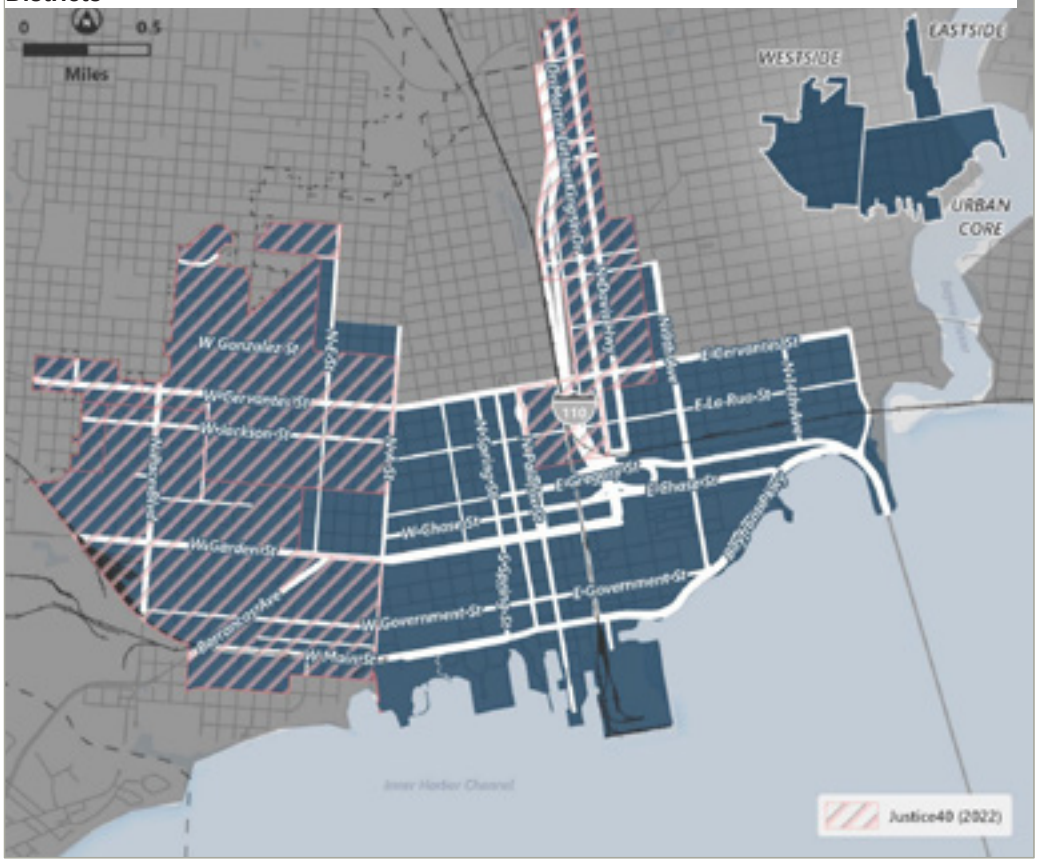
Documenting the existing transportation conditions includes three main categories:

- Roadway Characteristics (e.g., street type, character, and dimensions)
- Mobility Characteristics (e.g., pedestrian/bicycle facilities, and safety)
- Equity and Transportation (e.g., communities overburdened by lack of transportation investment)

The CRA Districts, along with the United States Department of Transportation (USDOT) Disadvantaged Community boundaries,[1] and major roadways[2] are shown in **Figure 1.**

[1] The USDOT Disadvantage Communities are defined as those communities that have a higher burden of underinvestment in transportation, in the following five components: Transportation Insecurity, Climate and Disaster Risk Burden, Environmental Burden, Health Vulnerability, and Social Vulnerability.
[2] Major roadways are defined as those that have interstate, arterial, or collector functional classification by the Florida Department of Transportation (FDOT).

Figure 1 Major Roadways and USDOT Disadvantaged Community Boundaries in CRA Districts



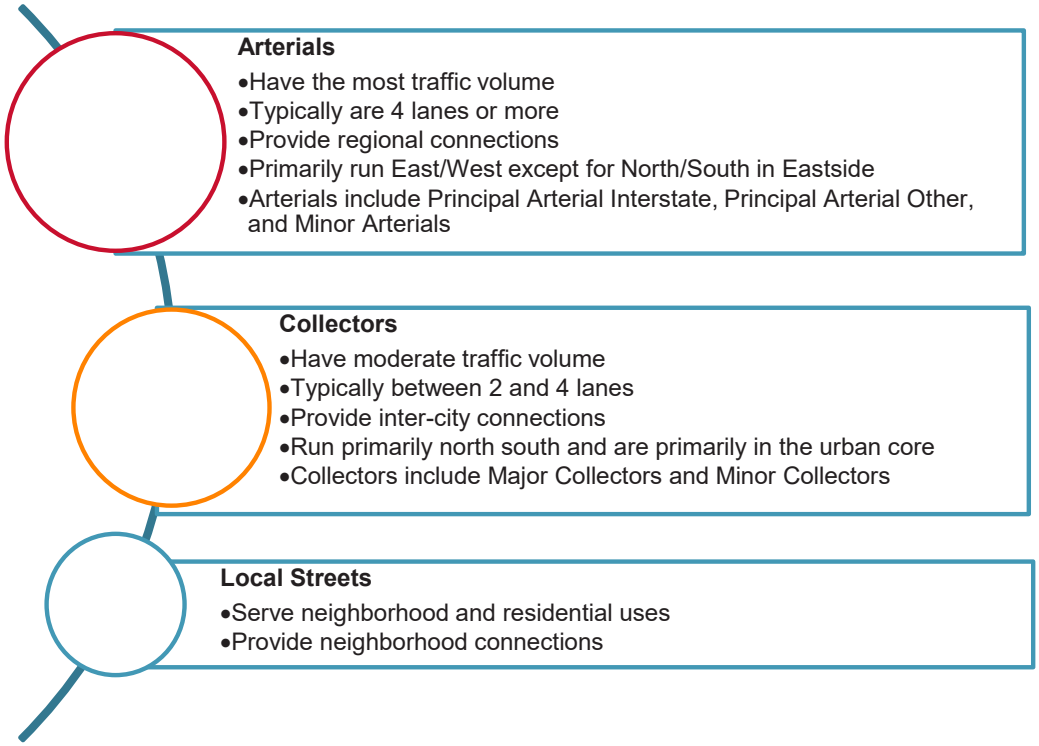
2 Roadway Characteristics

Roadway Characteristics include all the ways in which one understands a street or road. These characteristics include looking at the type or function of the road, the physical attributes of the road (speed, width, how many lanes, type of connectivity or network) and neighborhood character surrounding the road.

2.1 Street Types and Networks

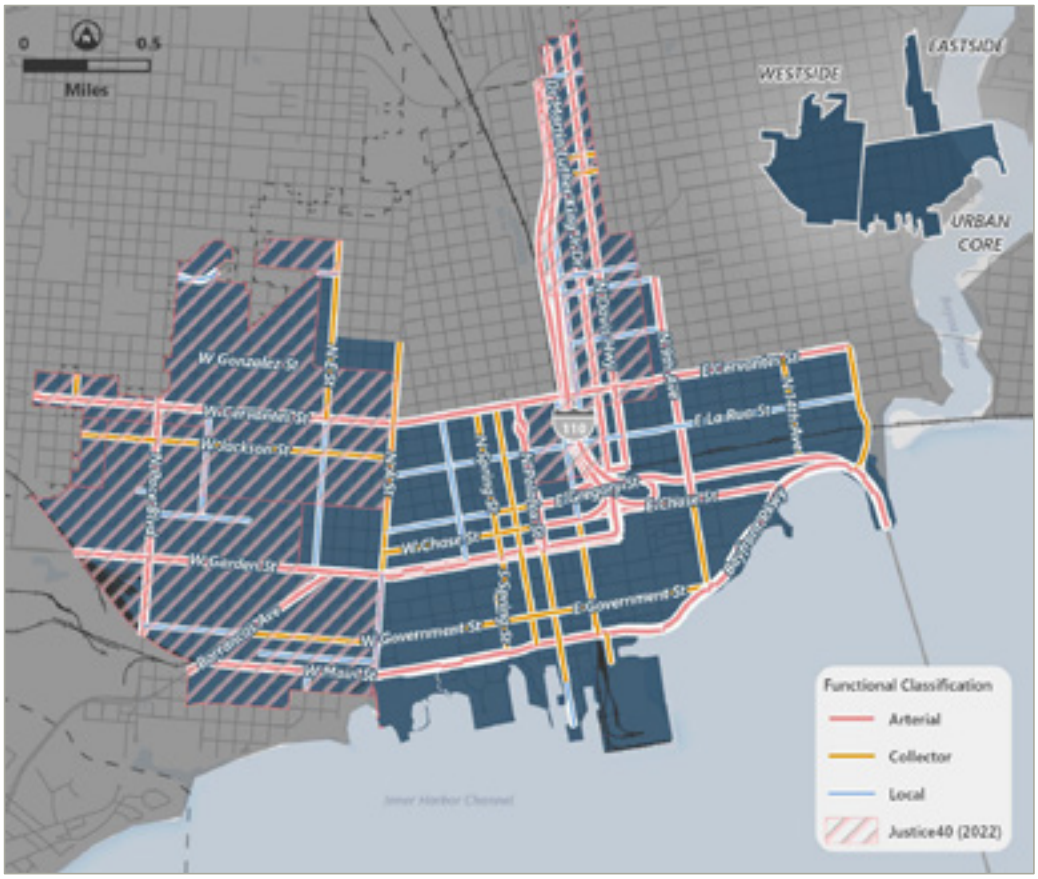
There are three major roadway types that make up the street network within the CRA districts. These major roadways are defined by FDOT and further qualified in the City of Pensacola 2023 Active Transportation Plan (ATP) as shown in **Figure 2**:

Figure 2 Roadway Functional Classification



Total roadway miles within the three CRA districts is 112 miles. Of the 112 miles of roadway, there are a total of 37.8 roadway miles having a functional classification of arterial or collector. While the roadway miles within the CRA districts represent 5% of the total City of Pensacola roadways yet the CRA districts are comprised of 33% and 28% of the total arterial and collector roadway miles respectively in the City. **Figure 3** shows the block structure which results from these major roadways.

Figure 3 FDOT Roadway Functional Classification Location



WESTSIDE

Arterials

The location of the arterial roadways split the Westside district into five pockets which lack connectivity and are spaces where vehicles are given priority over pedestrians. As regional connectors, these high traffic volume roadways are very wide and support development patterns that do not foster a sense of place; rather it is a place to simply move through as quickly as possible. Such conditions make it extremely difficult for the neighborhood residents of Sanders Beach, Tanyard, and Westside Garden District to have easy access to amenities within and outside of the district.

Westside district has five roadways identified as arterial:

- W Cervantes Street
- N Pace Boulevard
- W Garden Street
- W Main Street
- Barrancas Avenue

Figure 4 Westside – Arterial Road

W. Garden Street – Looking East
Source: HDR

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Figure 5 Westside – Arterial Road

Barrancas Avenue – Looking North
Source: HDR

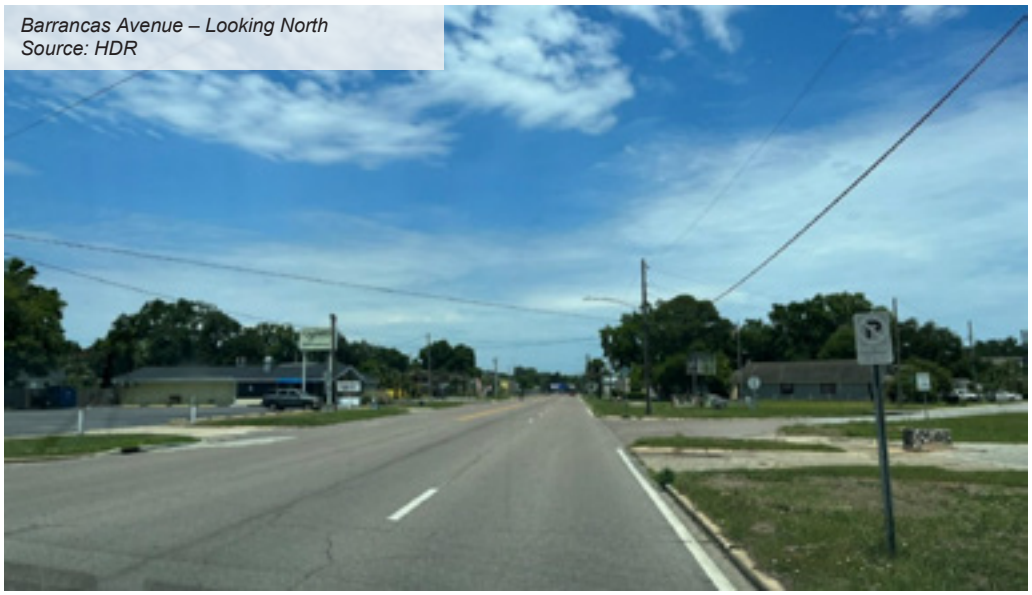
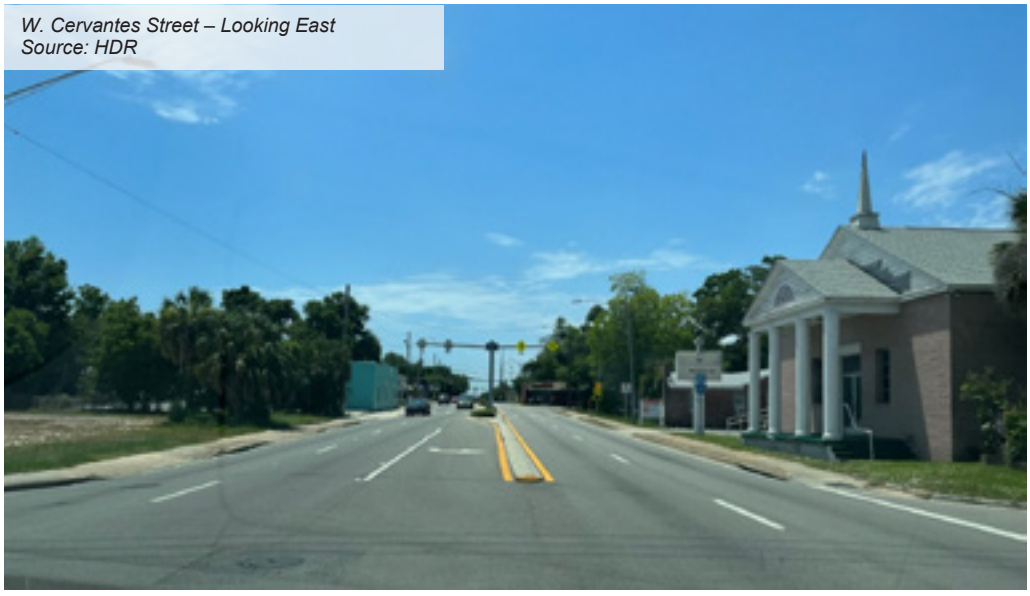


Figure 6 Westside – Arterial Road

W. Cervantes Street – Looking East
Source: HDR



Collectors

These roadways usually provide more connections via cross streets, may have on-street parking, typically have more continuous building frontage, and if not designed well can still present challenges for non-vehicular modes of transportation (pedestrian and cyclist). These challenges may be a relatively high traffic volume, excessive curb cuts, or lack of separated pedestrian and bike infrastructure.

Westside district has five roadways identified as collector:

- W Government Street
- W Jackson Street
- N T Street
- N E Street
- N A Street

Figure 7 Westside – Collector Road

W. Jackson Street – Looking East
Source: Google

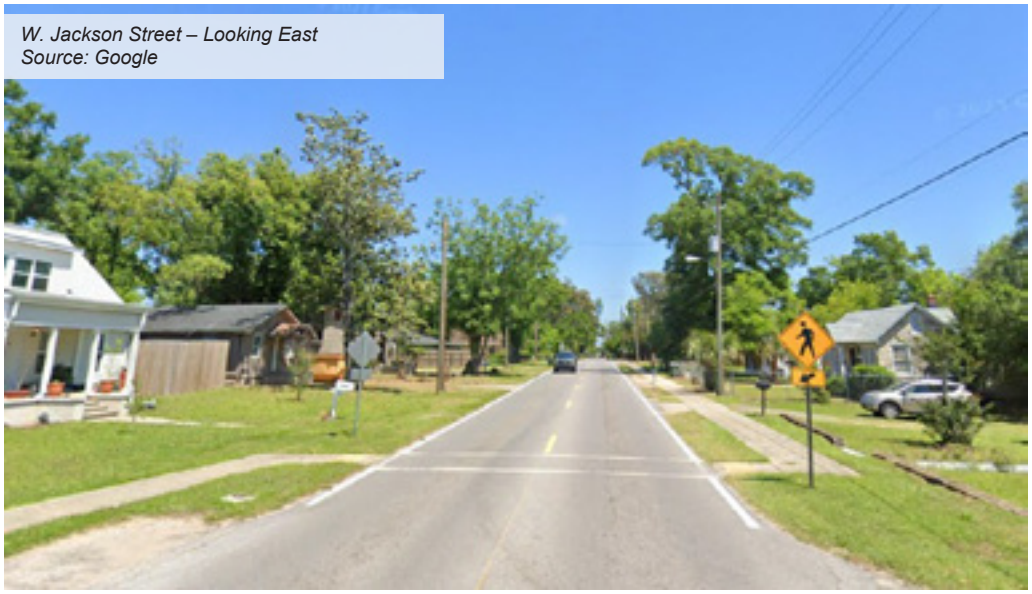


Figure 8 Westside – Collector Road

Local Roads

These roadways usually provide the most connections via cross streets, will have on-street parking (marked or unmarked), and typically will have numerous driveways given the prevalence of residential uses. FDOT's functional classification specifically identifies seven local roadways in the Westside District:

- W Gregory Street
- W Wright Street
- N L Street
- W Government Street
- W Zarragossa Street[3]
- S E Street and N E Street
- S A Street

Figure 9 Westside - Local Road

N E Street – Looking South
Source: Google

[3] This street has different spellings in different locations including Zarragossa, and Zaragoza

Figure 10 Westside - Local Road

N E Street – Looking South
Source: Google

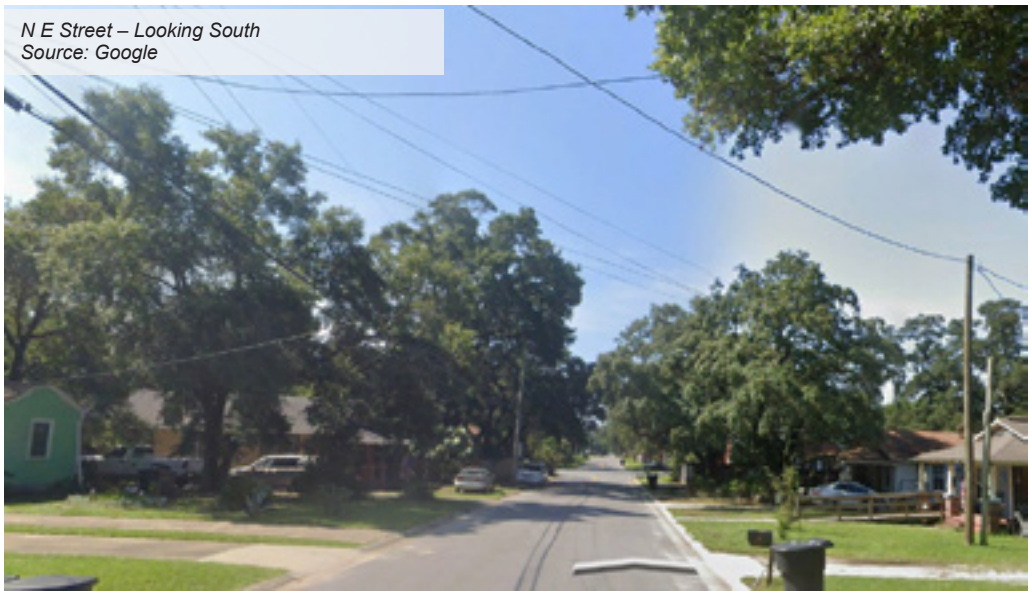


Figure 11 Westside - Local Road

N E Street – Looking South
Source: Google

URBAN CORE

Arterials

The location of these roadways create a core that is fragmented and become major barriers to the connectivity of the district with the eastern neighborhoods of Old East Hill and East Hill, as well as the Eastside district.

Urban Core district has eight roadways identified as arterial (some are shared with other districts):

- E and W Cervantes Street
- N 9th Ave
- E Gregory Street
- E Chase Street
- Bayfront Parkway
- E and W Garden Street
- N Palafox Street
- E and W Main Street

Figure 12 Urban Core – Arterial Road

W Main Street – Looking East
Source: HDR

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Figure 13 Urban Core – Arterial Road

E Chase Street – Looking East
Source: Google

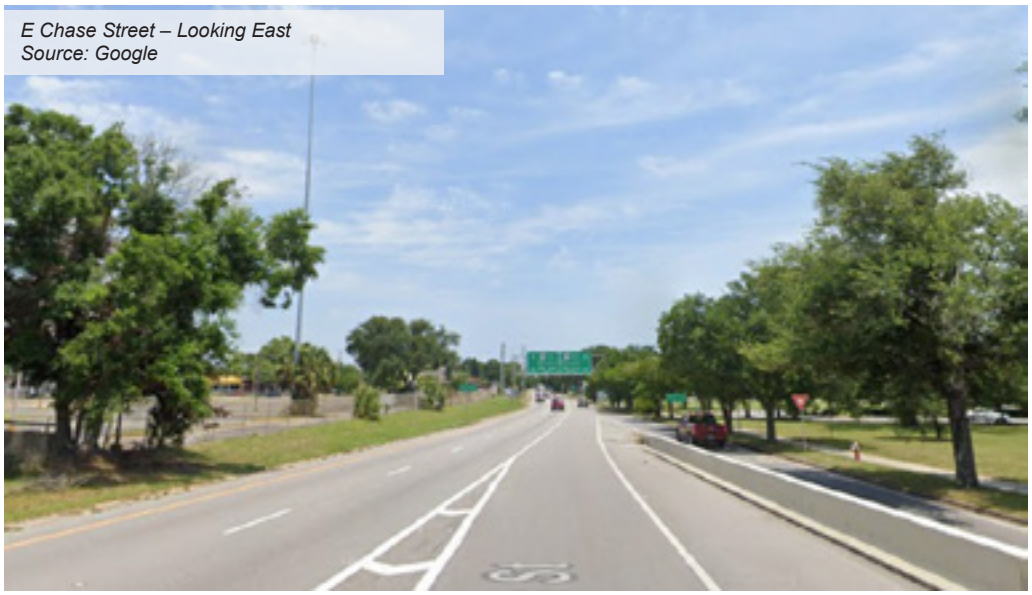
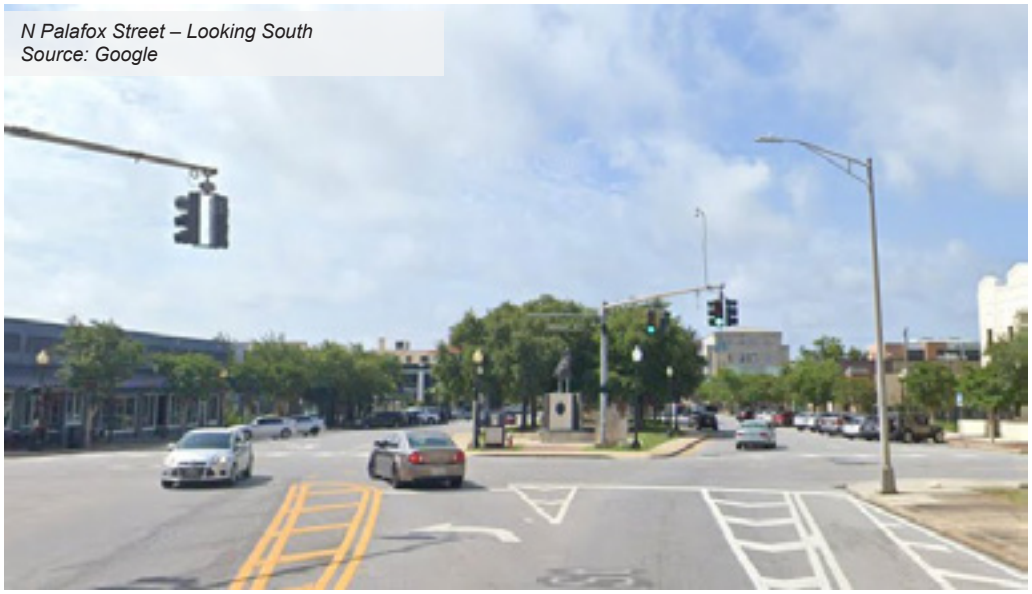


Figure 14 Urban Core – Arterial Road

N Palafox Street – Looking South
Source: Google



Collectors

These roadways are primarily north/south in direction and are generally in very close proximity to arterials and to each other. This condition creates an environment that prioritizes vehicles and places a high level of discomfort for all other modes of transportation. However, there are other areas throughout the district where collectors have been well designed and are providing environments for pedestrians to enjoy and feel comfortable walking, such as N Palafox Street seen in **Figure 15**.

Urban Core district has twelve roadways identified as collector (the most of any district):

- W Chase Street
- W Gregory Street
- N 14th Avenue
- N A Street
- W and E Government Street
- S and N Spring Street
- S and N Baylen Street
- Palafox Place
- S Tarragona Street
- N Palafox Street
- S Barracks Street
- S and N 9th Avenue

Figure 15 Urban Core – Collector Road

N Palafox Street – Looking North
Source: Google

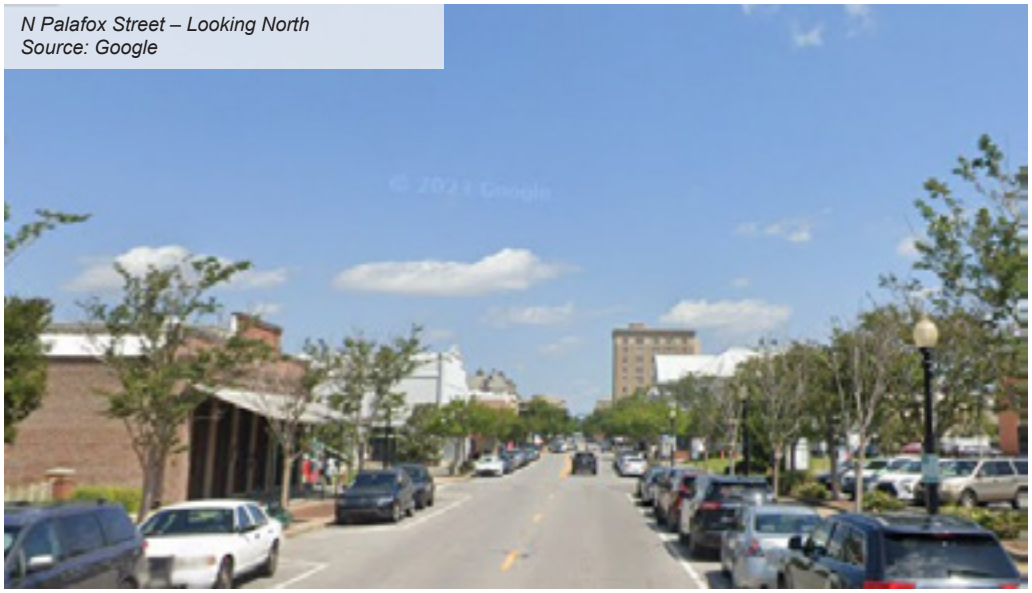
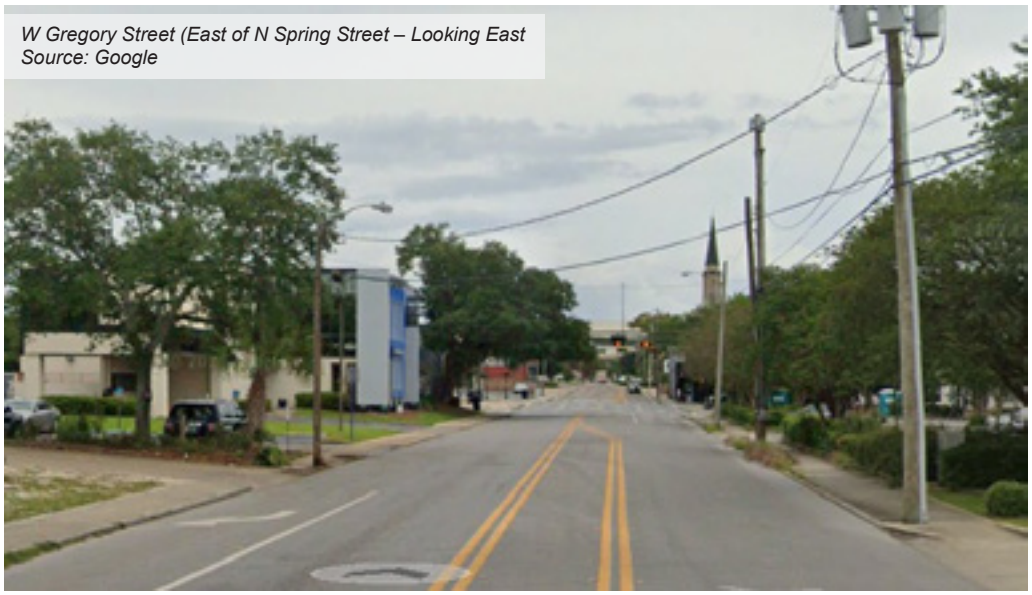


Figure 16 Urban Core – Collector Road

W Chase Street – Looking East
Source: Google

Figure 17 Urban Core – Collector Road

W Gregory Street (East of N Spring Street – Looking East
Source: Google



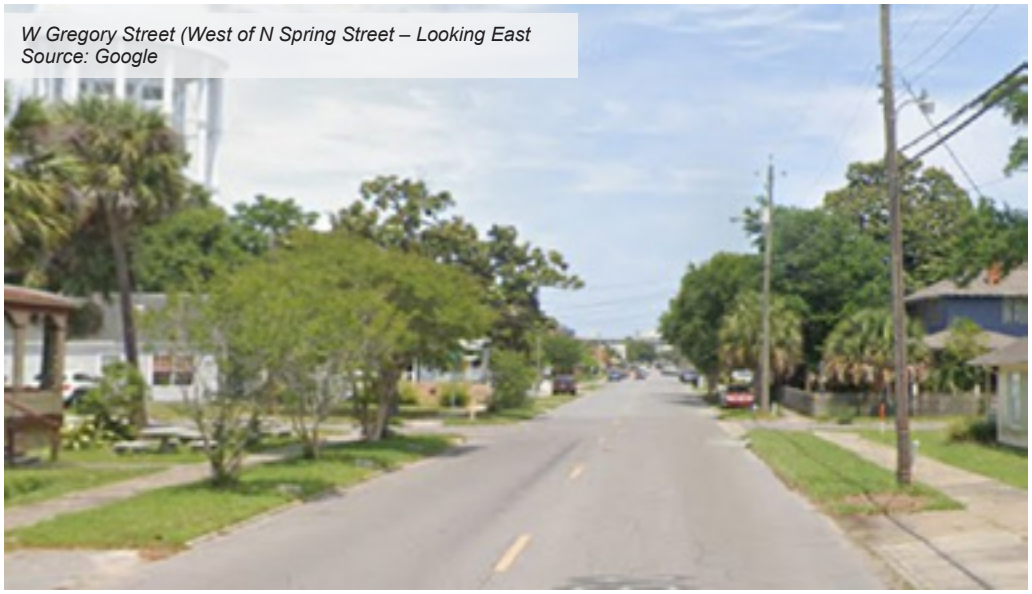
Local Roads

These roadways usually provide the most connections, will have on-street parking (marked or unmarked), and will typically have numerous driveways given the prevalence of residential uses. These roadways provide for neighborhood trips and become the prevalent roadway type that defines walkability by way of block spacing. FDOT's functional classification specifically identifies four local roadways in the Urban Core district:

- S Palafox Street
- W Gregory Street (west of N Spring Street)
- S and N Baylen Street
- Palafox Place

Figure 18 Urban Core – Local Road

W Gregory Street (West of N Spring Street – Looking East
Source: Google



EASTSIDE

Arterials

The location of these roadways along with the area and shape of the Eastside district creates an environment that is dominated by a high volume of traffic that is entering or leaving downtown, or connecting to the Interstate. Thus, the narrow sliver is divided into small blocks that are more like islands in a sea of traffic most likely going above the posted speed limit. Additionally, Dr. MLK, Jr. Drive and N Davis Highway are one-way couplets further amplifying a car-centered community and I-110 is an elevated highway that further separates and isolates the Eastside from the neighborhoods to the west and south. As an arterial along I-110, Dr. MLK, Jr. Drive is double the width of most other arterials to accommodate two single-direction southbound lanes and parking on both sides of the street. The lack of transition into areas that are primarily residential neighborhoods is very abrupt and reinforces the hierarchy of vehicles vs. pedestrians.

The Eastside district has five roadways identified as arterials:

- N. 9th Avenue
- N Davis Highway
- Dr. MLK, Jr. Drive
- I-110
- E Cervantes Street

Figure 19 Eastside – Arterial Road

Dr. MLK, Jr. Drive – Looking South
Source: Google

Figure 20 Eastside – Arterial Road

N Davis Hwy. – Looking North
Source: HDR

Figure 21 Eastside – Arterial Road

E Cervantes Street – Looking West
Source: Google

Collectors

These roadways are primarily east/west direction and are in very close proximity to arterials and to each other. These are also one-way couplets.

Eastside district has only two roadways identified as collector (the least of any district):

- E Jordan Street
- E Maxwell Street

Figure 22 Eastside – Collector Road

E Jordan Street – Looking East
Source: Google

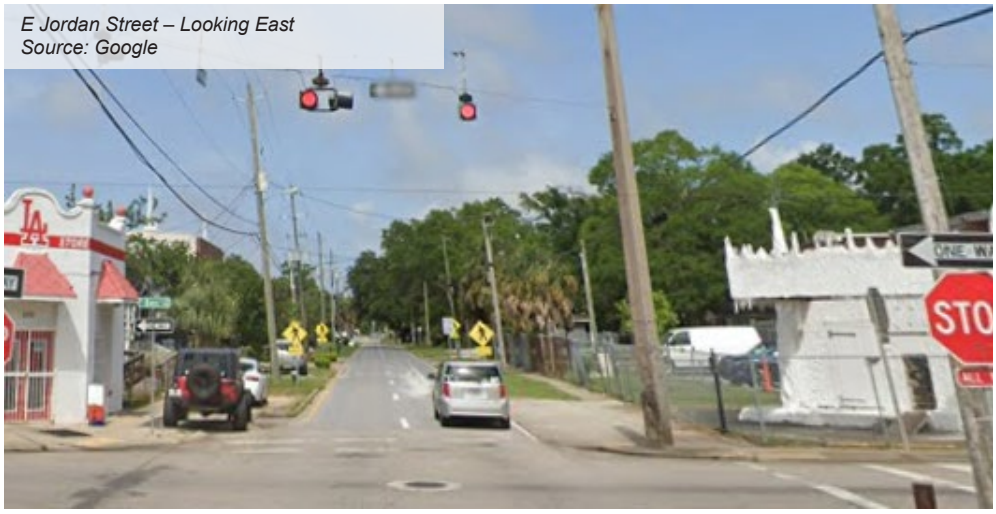


Figure 23 Eastside – Collector Road

E Maxwell Street – Looking West
Source: Google

Local Roads

These roadways in the Eastside district run east/west and do not offer on-street parking due to the width of the road. Residential land uses dominate the frontage along the road. FDOT's functional classification specifically identifies five local roadways in the Eastside district:

- E Gonzalez Street
- E Lee Street
- E Blount Street
- N Hayne Street
- E Cross Street

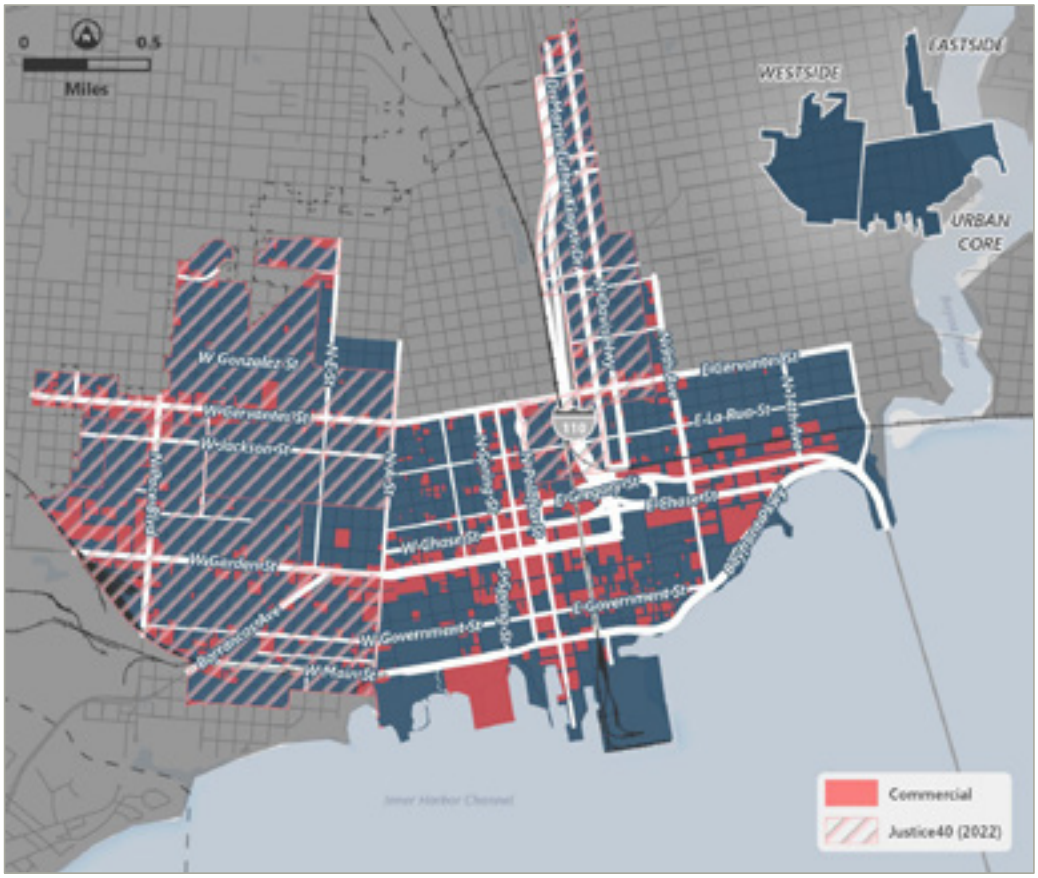
Figure 24 Eastside – Local Road

E Cross Street – Looking West
Source: Google

2.2 Land Use

Arterials, as regional connectors, are the primary frontage for commercial uses within the CRA districts. Arterials in the Eastside are, however, primarily fronted by residential and the interstate. These commercial corridors also have the highest level of traffic stress and highest number of crashes compared to other corridors. If commercial corridors are not pedestrian friendly, it is difficult for residents to have full access to these destinations without a car. During public workshops, many residents especially in the Westside voiced concerns over the inability to get to stores or other amenities as the development patterns are also car centered with drive-thrus and parking along street.

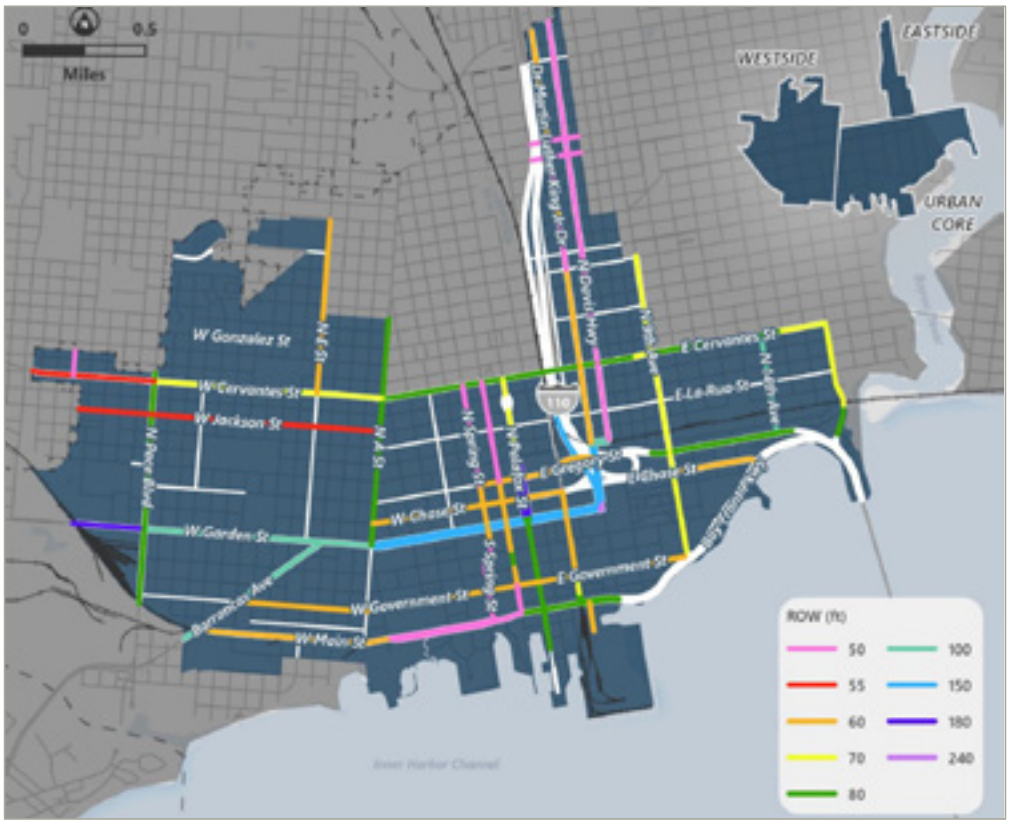
Figure 25 Commercial Corridors



2.3 Street Widths and Medians

Roadway widths range between 50 - 180 feet throughout the districts, excluding the interstate, with most of the right-of-way dimension being between 50 and 60 feet. The roadways that are the least safe for pedestrians as well as cars typically have the widest dimensions. The common travel lane width throughout the study area is 12 feet.

Figure 26 Public Rights-of-Way



Additionally, a desktop review identified seven roadway segments with medians in the CRA districts. These street medians vary in width and as such have a varying impact on the character of the street:

- West Garden Street (US 98 from A Street to Alcaniz Street)
- West Main Street from S Clubbs Street to S Spring Street
- East Main Street from S Tarragona Street/Bayfront Parkway
- North Palafox Street from East Wright Street to West Garden Street
- North Palafox Street from W Gadsen Street to West Jackson Street
- East Wright Street from North Palafox Street to North 6th Avenue
- Bayfront Parkway

Figure 27 West Garden Street at A Street

Source: Google

Figure 28 Bayfront Parkway

Source: Google

Figure 29 N Palafox Street

Source: Google

Figure 30 W Main Street

Source: Google

2.4 Intersections

Intersections serve as the space that brings together all the various modes of transportation. Intersections need to be designed effectively and safely for the system to function properly. The Active Transportation Plan describes various intersections that need critical attention. The ATP identifies 10 high crash intersections in need of improvements to address unsafe conditions. Five of these intersections fall within the CRA districts.

Westside

- Barrancas Avenue and W Main Street
- Barrancas Avenue and W Garden Street

Eastside

- MLK Drive and E Blount Street

Urban Core

- N Palafox Street and W Wright Street
- N 9th Avenue and E Gregory Street

Figure 31 High Crash Intersections

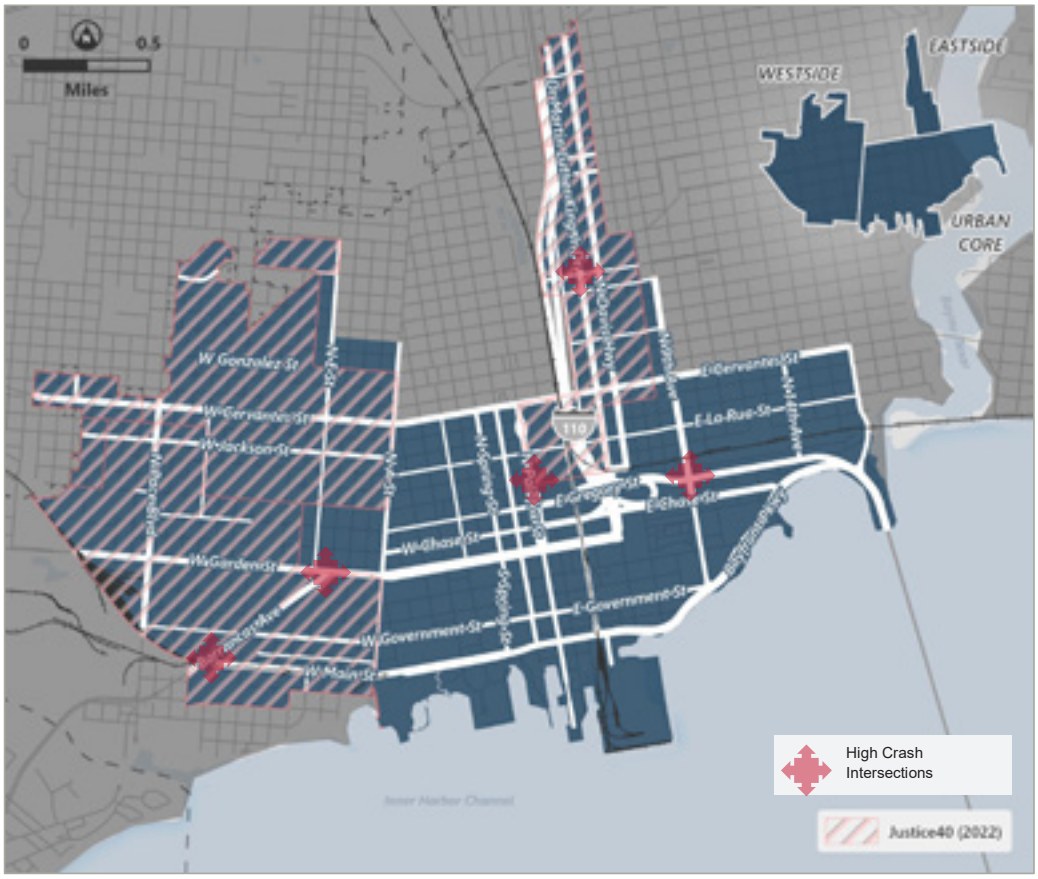


Figure 32 Barrancas Avenue and W Main Street

Source: Google

Figure 33 Barrancas Avenue and W Garden Street

Source: Google

Figure 34 Dr MLK, Jr. Drive and E Blount Street

Source: Google

Figure 35 N Palafox Street and W Wright Street

Source: Google

Figure 36 N 9th Avenue and E Gregory Street

Source: Google

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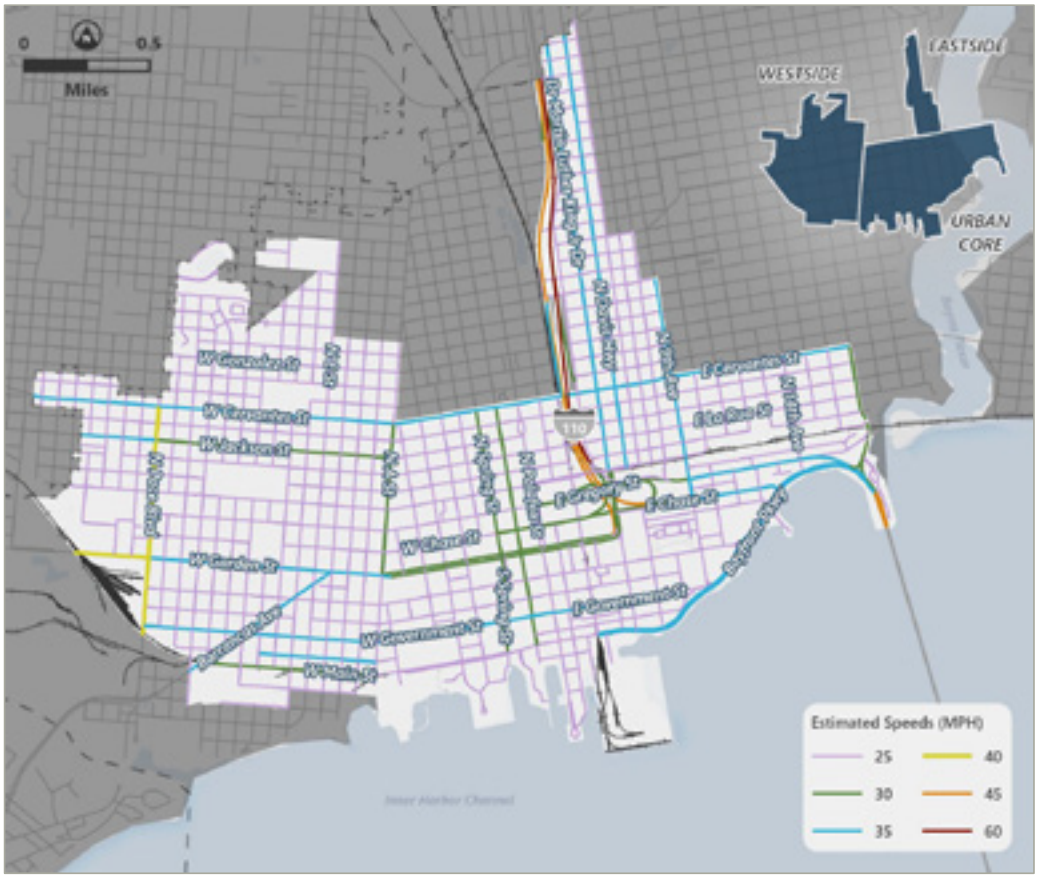
2.5 Posted Speed Limits

Speed plays an instrumental role in crashes including cause and severity of injuries. Speed influences a driver's cone of vision, stopping distance, and crash risk. The higher the speed, the smaller the driver's cone of vision is, stopping distance is increased, and the risk of a crash is increased. The posted speed limits within the CRA districts vary from 25 miles per hour (mph) to 40 mph on urban streets and between 45 mph and 60 mph when I-110 is included along with its ramps.

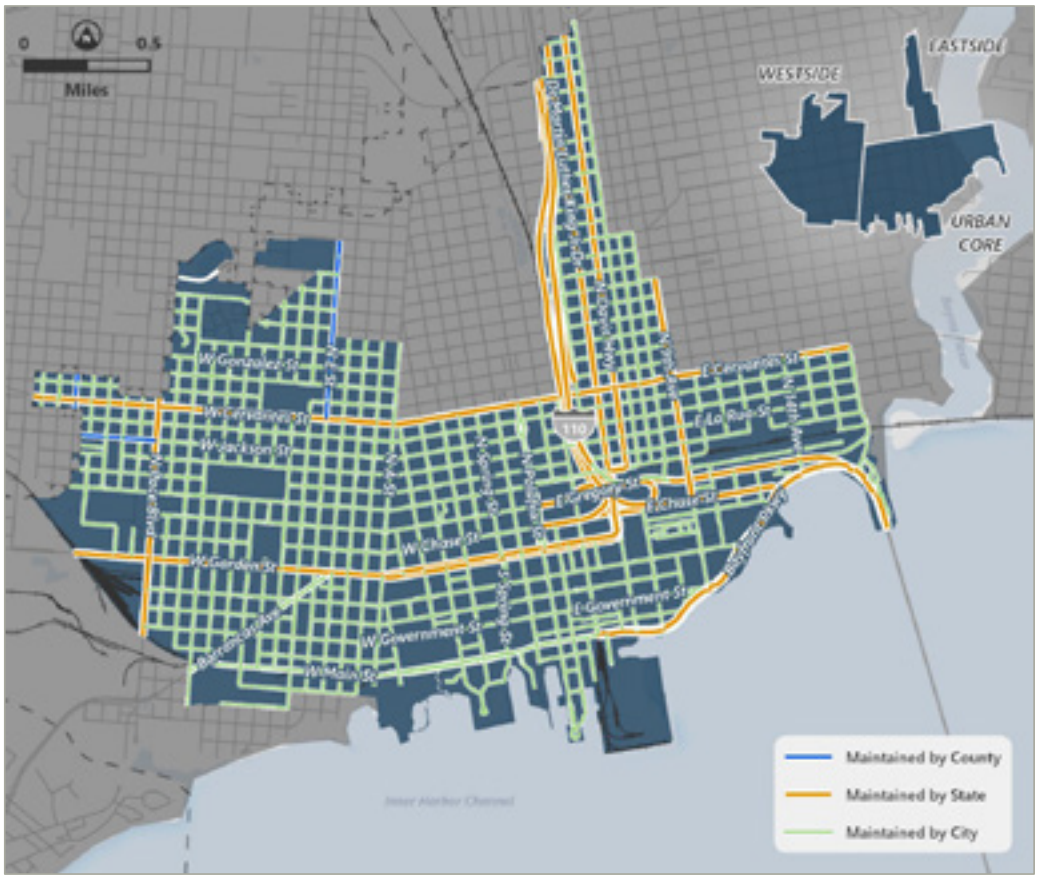
Figure 37 Posted Speed Limits



2.6 Roadway Maintenance

The entity responsible for road maintenance is a key stakeholder when it comes to supporting and implementing improvements. **Figure 38** illustrates the maintenance of the roads within the CRA district.

Figure 38 Roadway Maintenance



The summary of miles of roadways and the agency responsible for maintenance is as follows:

- 1.1 miles of roadways are identified as maintained by county of which are all in the Westside district. This represents 33% of all county roads in the city.
- 21 miles of roadways are identified as maintained by the state. This represents 39% of all state roads in the city.
- 90 miles are considered local roads and are maintained by the City of Pensacola. This represents 27% of all city roads.

3 Mobility Characteristics

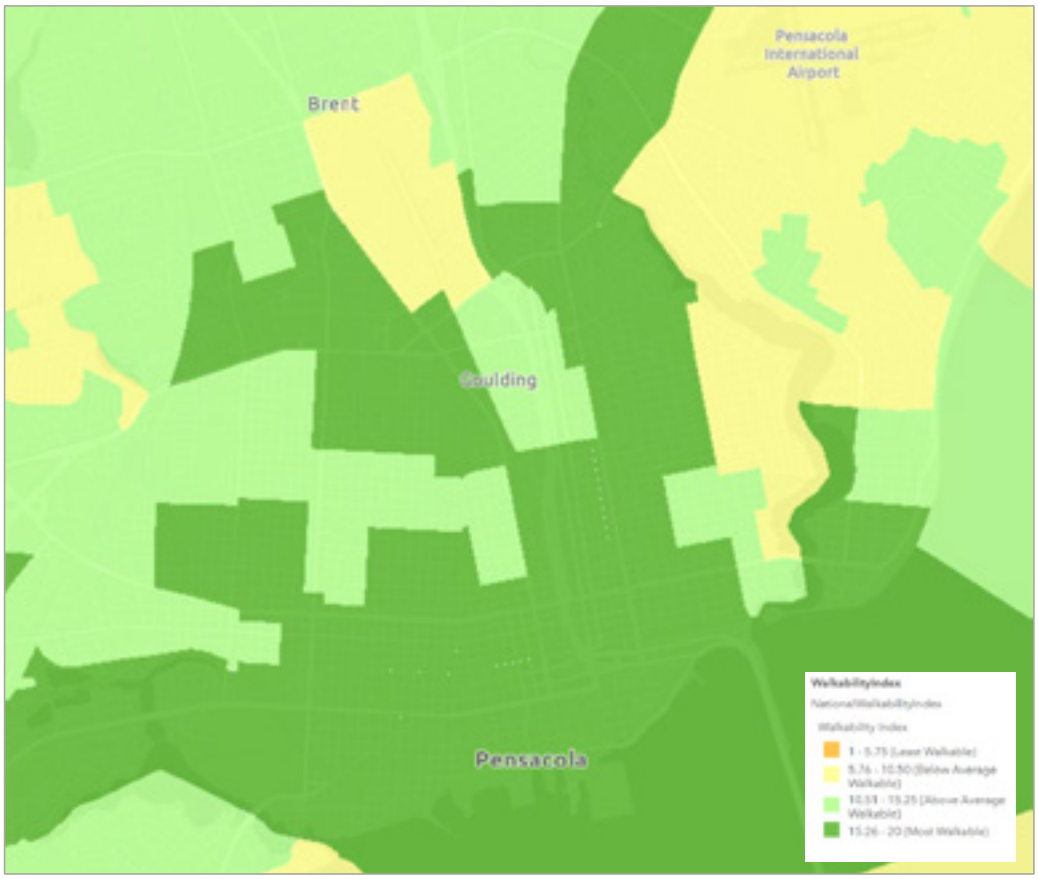
While walkability considers several factors such as intersection density, proximity to transit stops, employment mix, and employment and household mix,[4] it has to include the infrastructure as well. A walkable city means providing a robust network of pedestrian and bicycle facilities that are designed to provide comfort and safety for all. There are many challenges with walkability across the three CRA districts. While the network of streets is predominately smaller to medium blocks, which makes walking easier, the lack of a sidewalk network, bike facility network, lack of crosswalks, and roadway dimensions makes mobility a top priority for residents.

3.1 Pedestrian and Bicycle Facilities

The three CRA districts have a total of 111.9 miles of sidewalks.[5] Based on the Environmental Protection Agency's (EPA) National Walkability Index,[6] the CRA districts have a score between 15.26 – 20 resulting in being in the most walkable category as shown in **Figure 39**. While the EPA's index tells one part of the story that measures the areas of probability of people walking as a mode of transportation based on three main factors: street intersection density, proximity to transit stops, and diversity of land-uses; the other part of the story is whether or not there are pedestrian facilities (sidewalks etc.).

[4] EPA National Walkability Index
[5] City of Pensacola Public Sidewalks layer.
[6] National Walkability Index (arcgis.com)

Figure 39 City of Pensacola EPA Walkability Index

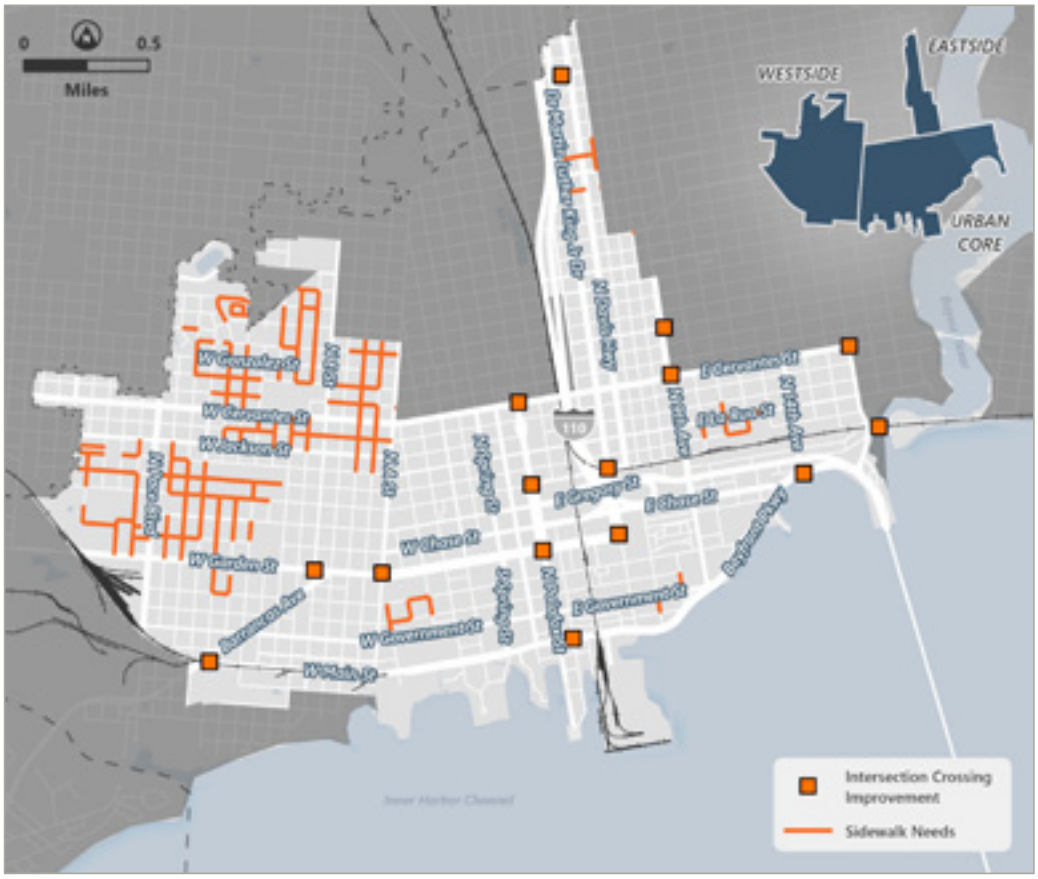


Source: EPA

SIDEWALKS

Based on the City of Pensacola's data from 2018, the Urban Core has the most sidewalks at 64.1 miles; Eastside has 15.5 miles; Westside has the most miles at 32.3 but the least complete network of the three districts. The Active Transportation Plan (ATP) for the city identifies new sidewalk and intersection crossing needs as shown in **Figure 40**. ATP identified over 15 miles of sidewalk needs across the CRA districts representing 13.4% of the current network. This does not include sidewalks that are in need of repair. The Westside district has the most need for sidewalks, representing 83% of all sidewalk gaps.

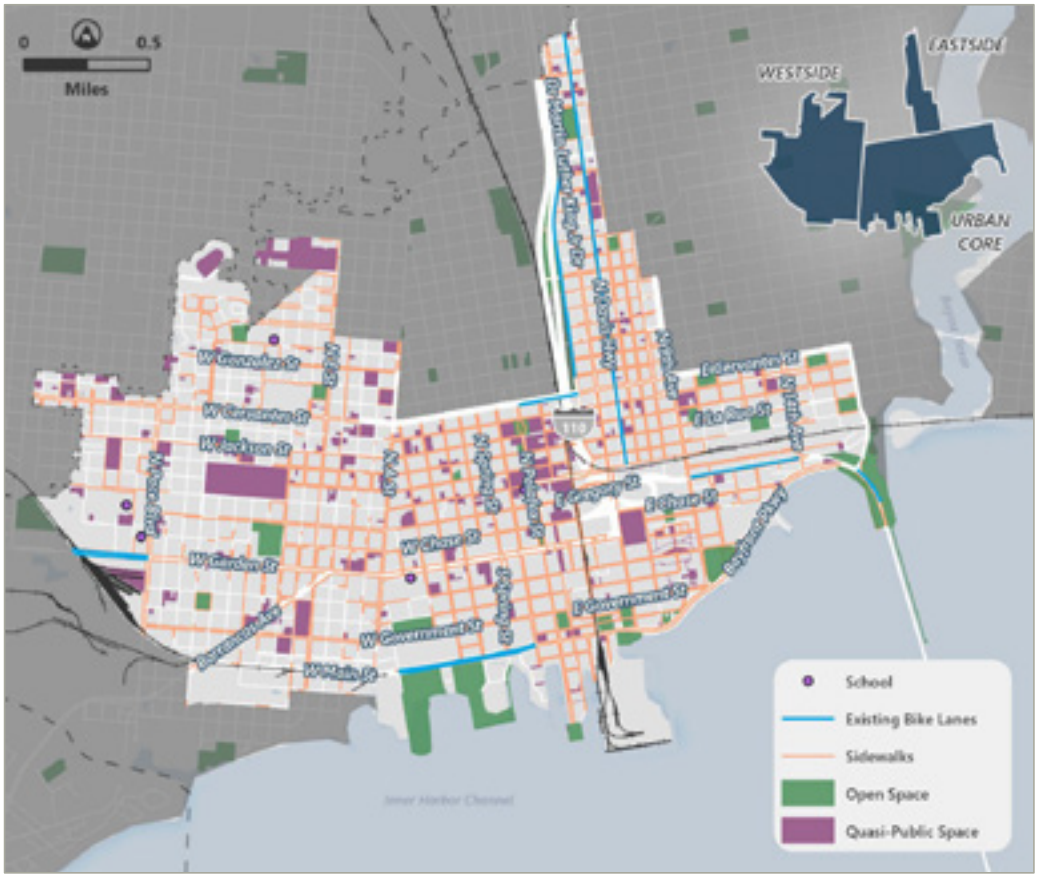
Figure 40 ATP New Sidewalk and Intersection Crossing Improvements



The city has established a sidewalk prioritization model which scores new sidewalk needs based on six criteria: safety, school proximity, new access, latent demand, connectivity, and existing demand. This is an important tool for making sure residents have mobility and access. High

priority improvement locations total approximately 16 miles. The Westside district accounts for 11.5 of those miles.[7]

Figure 41 Pedestrian and Bike Facilities



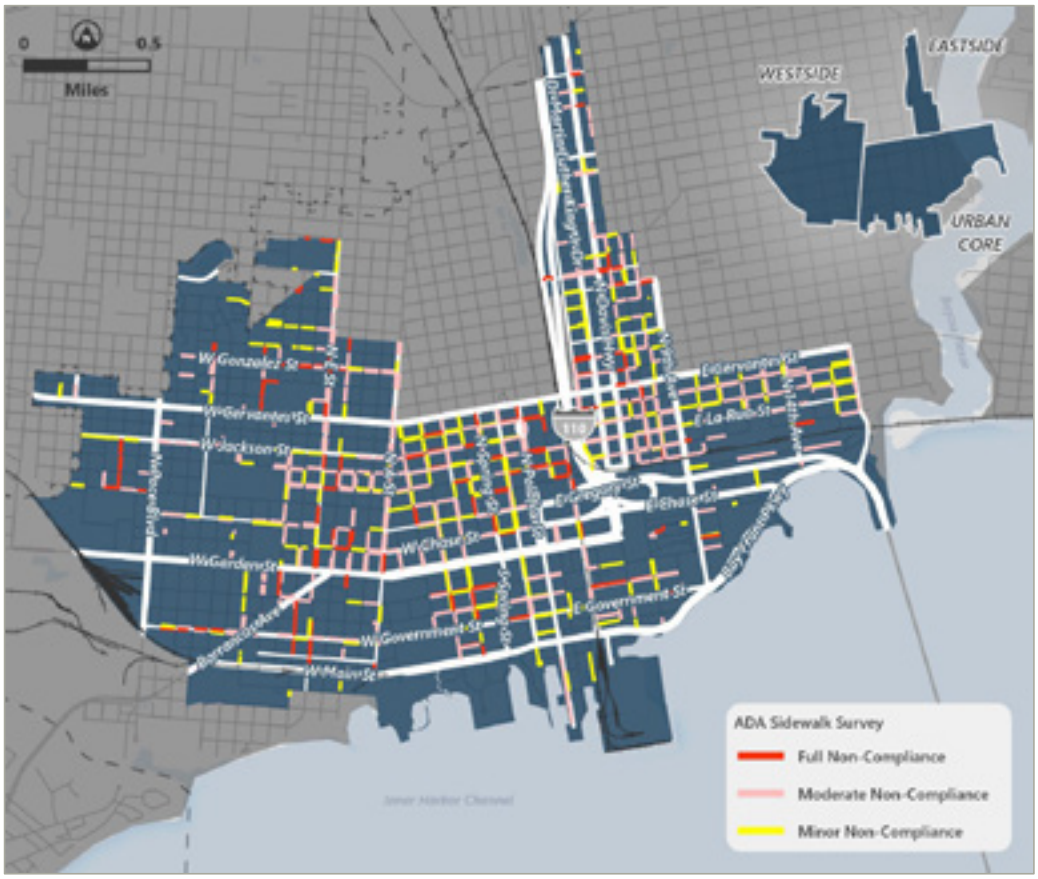
The city has also specifically assessed sidewalks under the requirements of Americans with Disabilities Act (ADA) which include curb ramps, obstacles, and hazards. The ADA of 1990 is a civil rights statute to provide persons with disabilities protections against discrimination in all areas of public life, including jobs, schools, transportation, and all public and private places as well as accessibility to those spaces that are open to the general public including the public rights-of-way.

The ADA sidewalk assessment data from 2020 shows that only a fraction of the existing sidewalks are fully ADA compliant with most being moderately non-compliant. The assessment includes sidewalk repairs, ADA ramps, and “fill in the gaps” or small new segments of sidewalk that are missing causing an ADA concern. The city allocates $200K annually and the CRA allocates $300k annually in the Urban Core district as part of the complete streets efforts that go towards mitigating

[7] Based on City of Pensacola data from 2018.

these barriers. It is worth noting this does not reflect any mitigation efforts the city has completed in the past four years.

Figure 42 ADA Sidewalk Assessment - Compliance



BIKE LANES

Bike lanes, where they exist may be confusing as at the intersection of N Palafox and Wright where the bike lane disappears across this major intersection and becomes a sharrow on the other side. The data received from the city is incomplete, showing only a few streets with bike lanes.

Figure 43 N Palafox Bike Lane

Figure 44 N Palafox Bike Sharrow

3.2 Level of Traffic Stress

A level of traffic stress (LTS) analysis was conducted as part of the Active Transportation Plan. The LTS assesses the overall comfort level that pedestrians and cyclists have on streets. The LTS looks at the number of vehicles driving on a street per day, the posted speed, and whether bicycle infrastructure is available on major roadways.

The CRA districts have a significant amount of high and moderate stress roads. While the Urban Core shows the highest concentration of these roads, the Westside district is more impacted by them from a disadvantaged community perspective.

Figure 45 Level of Stress (ATP)

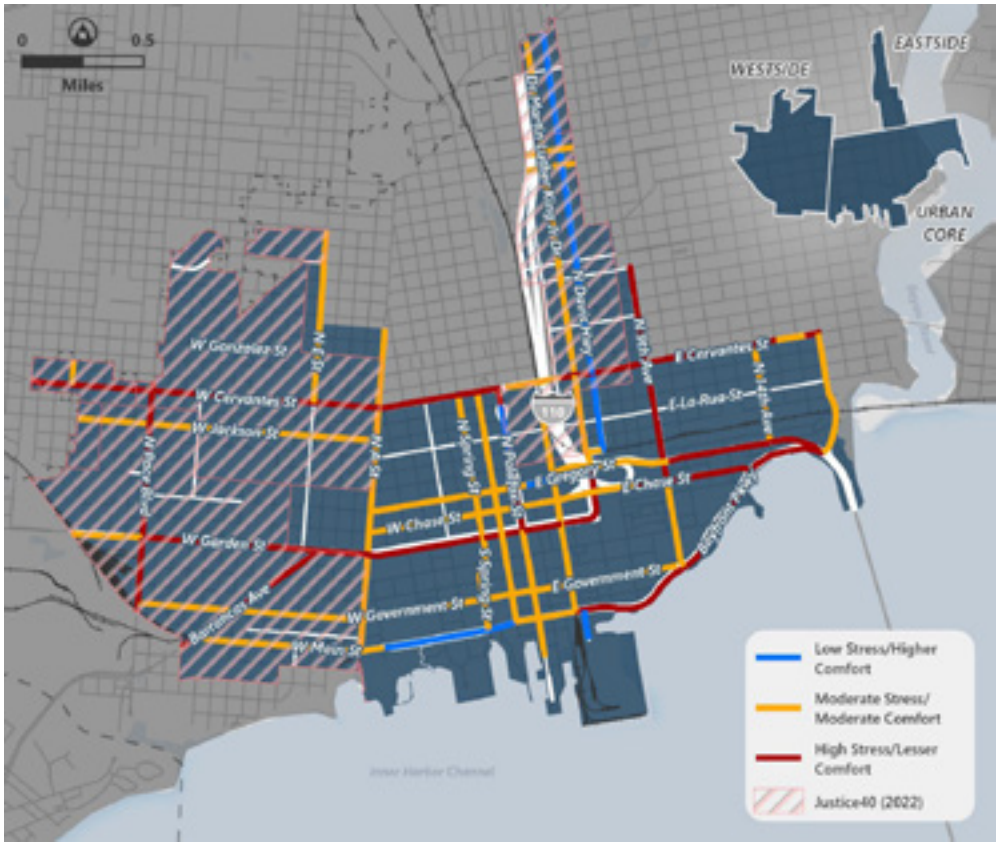


Figure 46 Bike Pensacola Bike Routes

Bike Pensacola, a local bike advocacy group has published a few safe riding routes.[8] Routes are established as a way to draw attention to the need for safe, connected and reliable bike infrastructure.

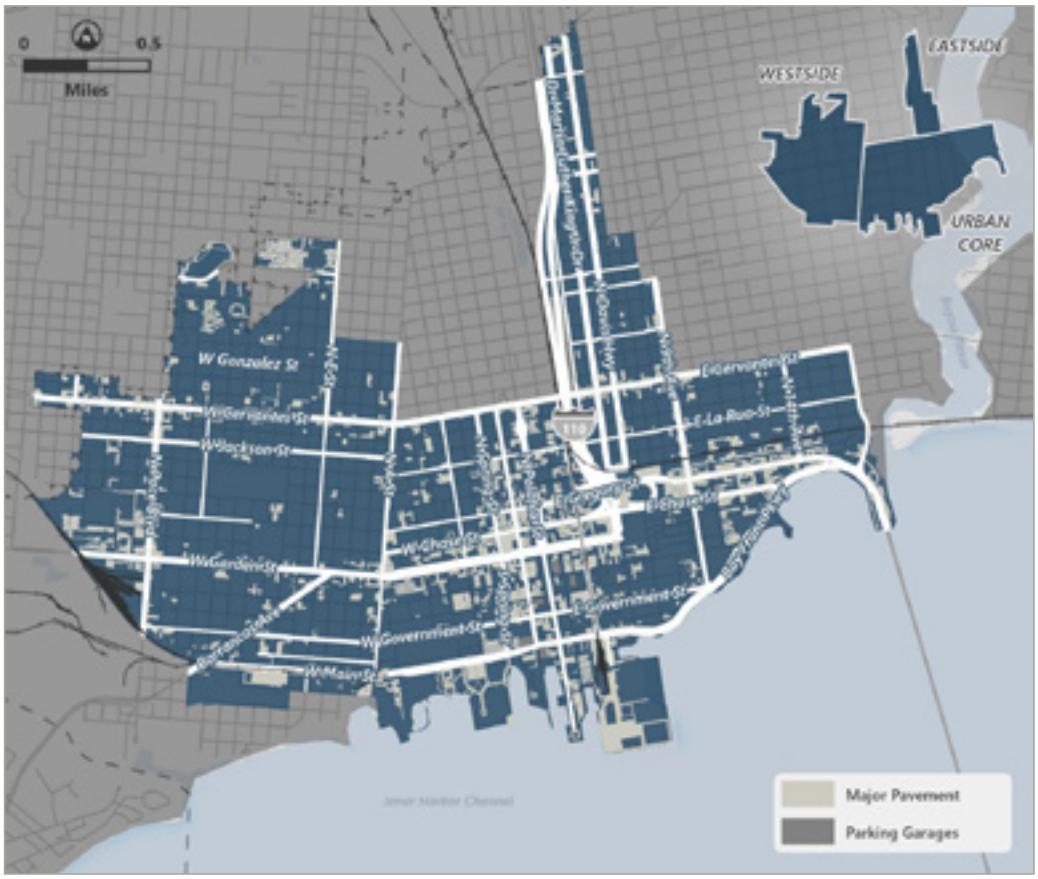
These makeshift routes avoid the roadways that have a high to moderate stress/comfort level.

3.3 Parking

Parking plays a major role in an area's mobility. It can be an asset if thoughtfully located as part of supporting local businesses or as part of meeting the needs of residents. But parking can be a liability when ineffective policies place a premium on parking demands and as a result the pedestrian fabric of a community is eroded. Parking minimums and location along street frontages creates areas that are hostile to pedestrians due to heat island effects due to large areas of asphalt and lack of trees, underutilized parcels, lack of street definition.

[8] Routes | Bike Pensacola

Figure 47 Major Paved Areas and Garages



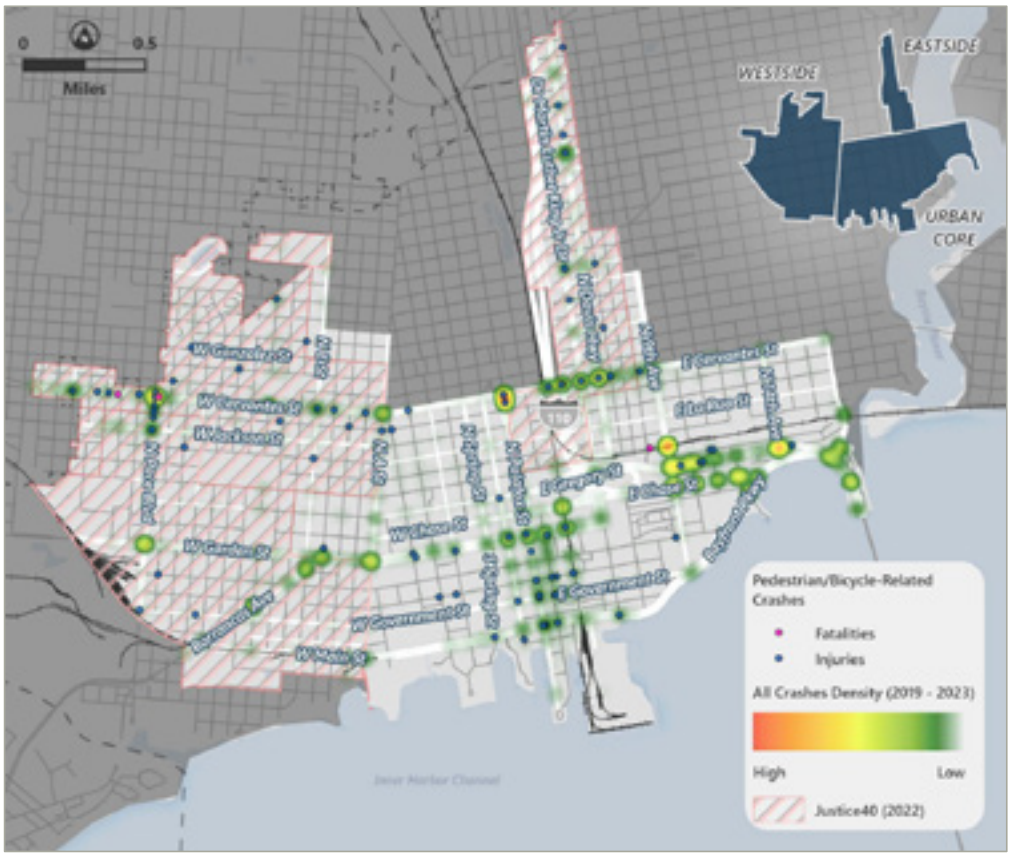
The Urban Core has 208 acres of surface parking within its district in addition to four garages. In the city's 2016 Parking study, it was calculated that the Urban Core had a total of 20,853 spaces of which 4,413 spaces (21%) are on-street parking-both marked and unmarked spaces.

Figure 48 Major Paved Areas and Garages – Urban Core

3.4 Crashes

Crash data analyzed from 2019 - 2023 was provided by Signal 4 Analytics. The highest crash densities occur along the East/West corridors of W Cervantes St, portions of E Cervantes St, W Garden St, E Gregory St, and E Chase St. The highest numbers of fatalities and serious injuries occurring in disadvantaged communities.

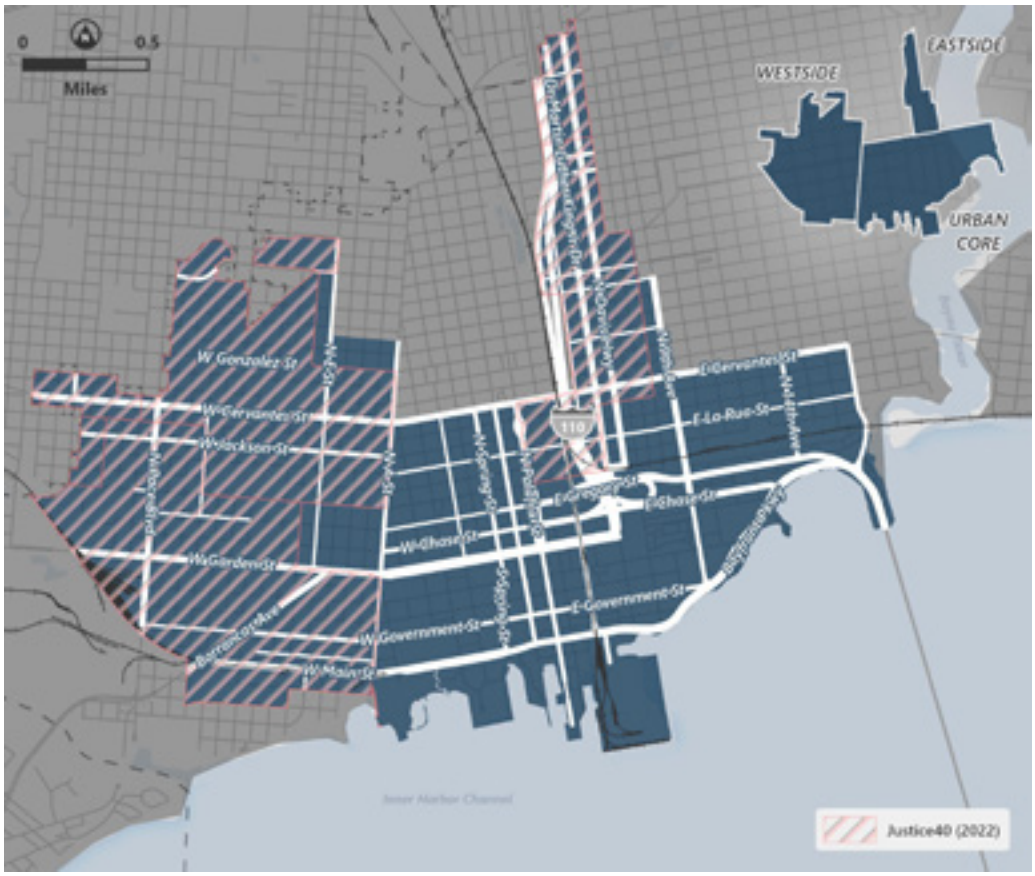
Figure 49 Crash Density and Pedestrian/Bicycle Severity Map



4 Equity

The United States Department of Transportation, as part of the Justice40 initiative, defines Disadvantaged Communities as those that experience a cumulative burden or are underserved across eight categories: climate change, energy, health, housing, legacy pollution, transportation, water and wastewater, and workforce development. The Climate and Environmental Justice Screening Tool (CEJST) shows the composite scoring under these eight categories as shown on **Figure 50.**

Figure 50 Justice40 Disadvantaged Communities 2022

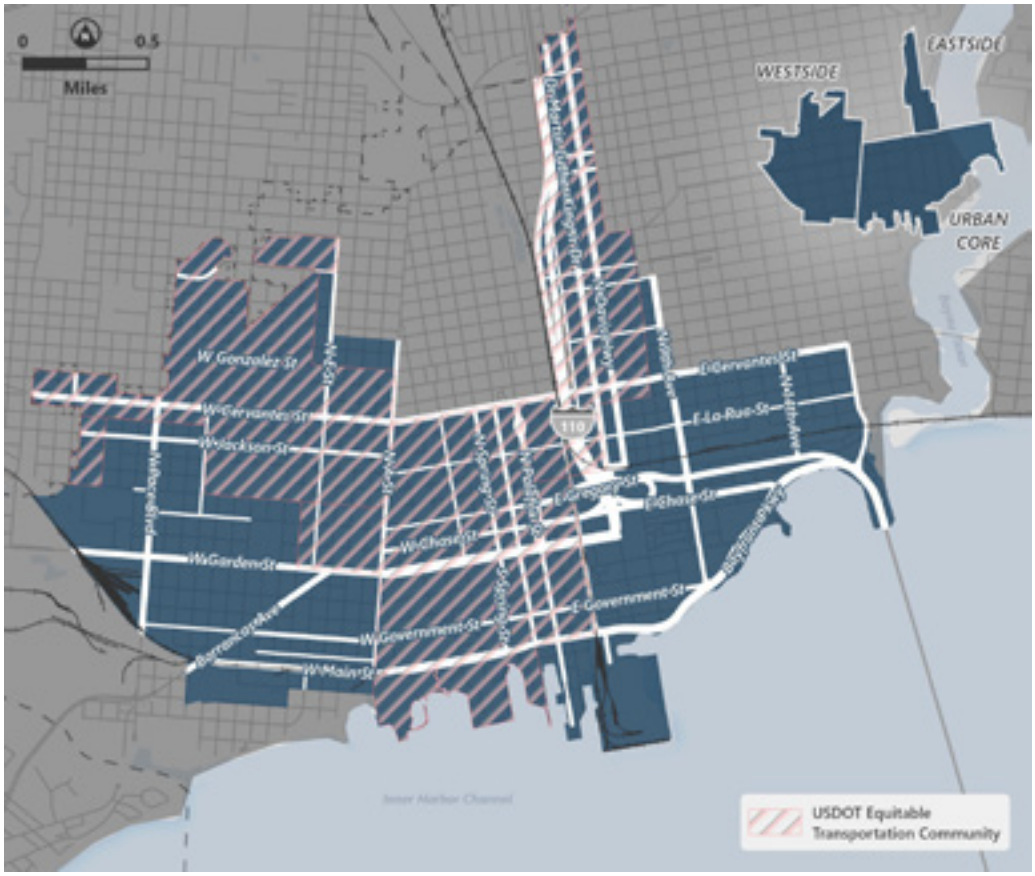


The USDOT Equitable Transportation Community (ETC) tool then filters out five of the eight categories for a more detailed understanding of the data as seen on **Figure 51** and listed below:

- Transportation Insecurity
- Health Vulnerability
- Environmental Burden
- Social Vulnerability
- Climate & Disaster Risk Burden

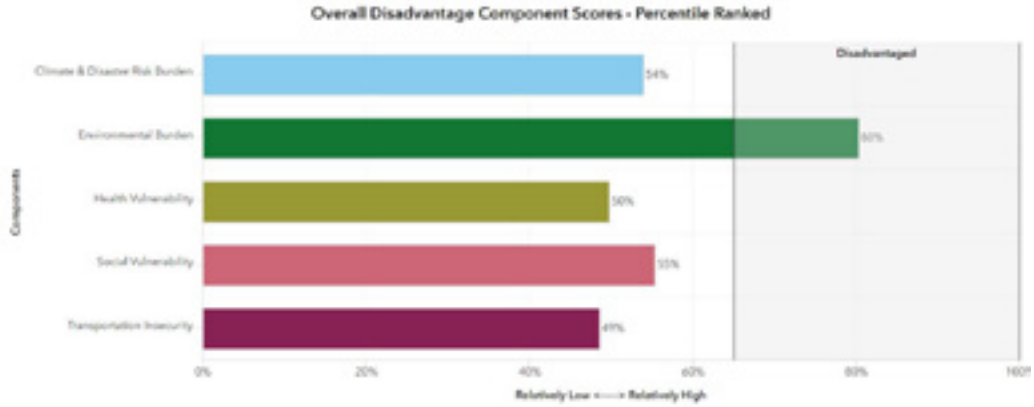
In this section, the disadvantage communities will be discussed in more specificity and will focus on the ETC data. It is worth noting, that for the purposes of applying for any USDOT Justice40 program the CEJST should be used as the primary tool to identify disadvantaged communities. The maps shown throughout the existing conditions analysis, where appropriate, are shown with the CEJST data as a layer.

Figure 51 ETC Disadvantaged Communities



The City of Pensacola's composite score ETC results based on State average shows the following breakdown across the five components:

Figure 52 City of Pensacola ETC Composite Scores State Percentile



Source: USDOT ETC

The City of Pensacola has 54% of census tracts considered to be disadvantaged communities based on composite scores across the five components.

4.1 Transportation Insecurity

Under transportation insecurity there are three measures that determine a composite score for each indicator: Transportation Cost Burden, Transportation Access and Transportation Safety. USDOT states that "Transportation insecurity occurs when people are unable to get to where they need to go to meet the needs of their daily life regularly, reliably, and safely. Nationally, there are well-established policies and programs that aim to address food insecurity and housing insecurity, but not transportation insecurity. A growing body of research indicates that transportation insecurity is a significant factor in persistent poverty."[9]

[9] Three Major Components of DOT's Justice40 Initiative | US Department of Transportation

Figure 53 City of Pensacola ETC Transportation Insecurity Percentile Rank

Source: USDOT ETC

For Transportation Insecurity while the city under this category does not reach the level of being disadvantaged, there are pockets of census tracts with high percentile rank indicators of transportation cost burden followed by traffic safety. Further breakdown shows tracks that include the Eastside District rank in the 99th percentile for transportation cost burden as compared to the 63% city percentile rank. Some of the Urban Core census tracts under overall disadvantage show 79th percentile rank for transportation cost burden and 75th percentile rank for traffic safety as compared to the 46% city percentile rank. Census tracts in some of the Westside district show the highest percentile of 99th and 96th percentile rank for transportation cost burden and traffic safety respectively as compared to the 54% city percentile rank.

4.2 Environmental Characteristics

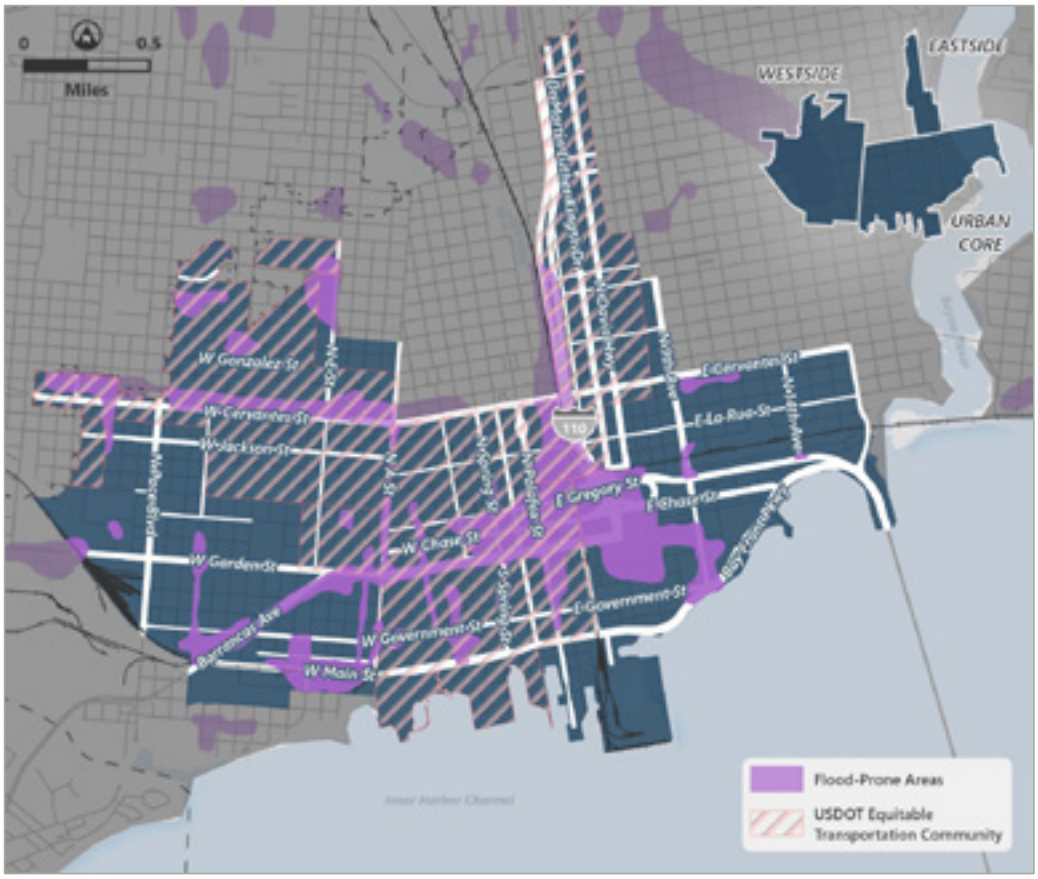
Flood prone areas are a major concern and problem for residents across the CRA districts. Flooding has significant impact on daily life and economic prosperity. Stormwater flood-prone areas are primarily along major roadways in Westside and Urban Core while on the Eastside, flooding occurs primarily under I-110 as shown in **Figure 54**. Section 4.3 further discusses the impact of impervious areas on equity. A map showing the overlap that exists between major paved areas (surface parking) and the location of these flood-prone areas is shown in **Figure 55**.

Typical flooding issues in the CRA districts are caused by a variety of factors such as:

- Lack of storm drain infrastructure
- Undersized storm drain infrastructure
- Infrastructure which is damaged or has exceeded service life
- Quantity of impervious surfaces which were mostly constructed before formal state stormwater rules were in effect
- Tailwater elevation in areas within a few blocks of the waterfront
- Recent flooding/natural disasters and more intense rainfall events over the last two decades.

Since most of the CRA districts are highly developed with areas downstream highly developed, the cost of implementing strategies that would address these issues are extremely high and take many years to fund. In many cases, government must weigh cost feasible alternatives to major infrastructure projects such as the construction of regional stormwater ponds, construction of floodable public space, and acquisition of property with repetitive flooding issues.

Figure 54 Flood-Prone Areas



4.3 Impervious Areas

One of the five components measured to understand equity in communities is Climate & Disaster Risk Burden. Under this component there are three indicators, one of which is impervious surfaces (from land cover). Per USDOT's technical documentation for the Equitable Transportation Community (ETC), "impervious surfaces, such as roads and parking lots, can have a variety of negative consequences, especially in communities that are already disproportionately exposed to environmental burdens. These surfaces generate and amplify heat islands, resulting in poor air quality and an increased risk of heat-related illnesses and death."

Based on the USDOT ETC data, census tracts that includes the Westside District show in the 77th percentile rank for impervious surfaces, Urban Core census tracts show it is in the 61st percentile rank, and Eastside census tracts show it is in 92nd percentile rank.

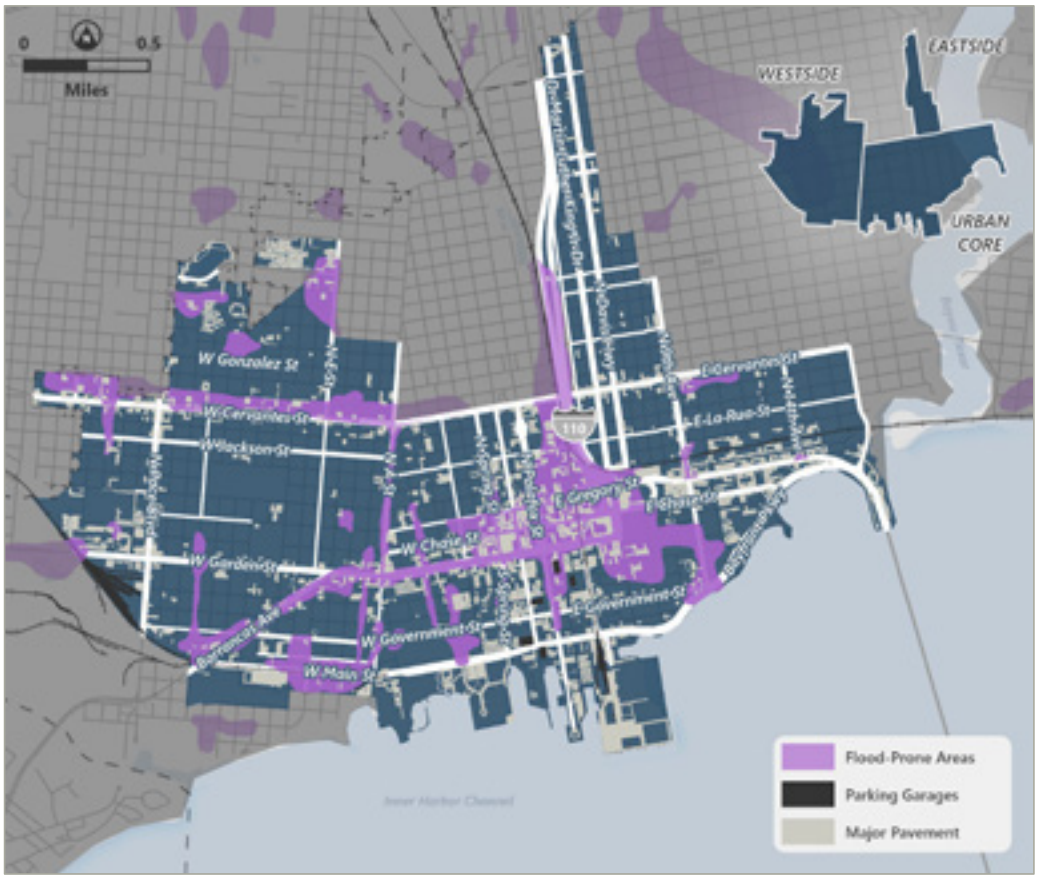
Parking being a major contributor to impervious areas, the breakdown of major paved areas (surface parking) is as follows:

Across the three CRA districts, there are approximately 333 acres of major paved (surface parking) areas equivalent to approximately 711 areas, with an average size of .40 acres. Location of these areas are primarily along major commercial corridors and where flood-prone areas exist as seen in **Figure 55**.

Table 1. CRA District Major Paved Areas

CRA District	Number of Major Paved Areas	Acreage	Average size (acres)
Westside	254	110	.43
Eastside	57	15	.26
Urban Core	400	208	.52

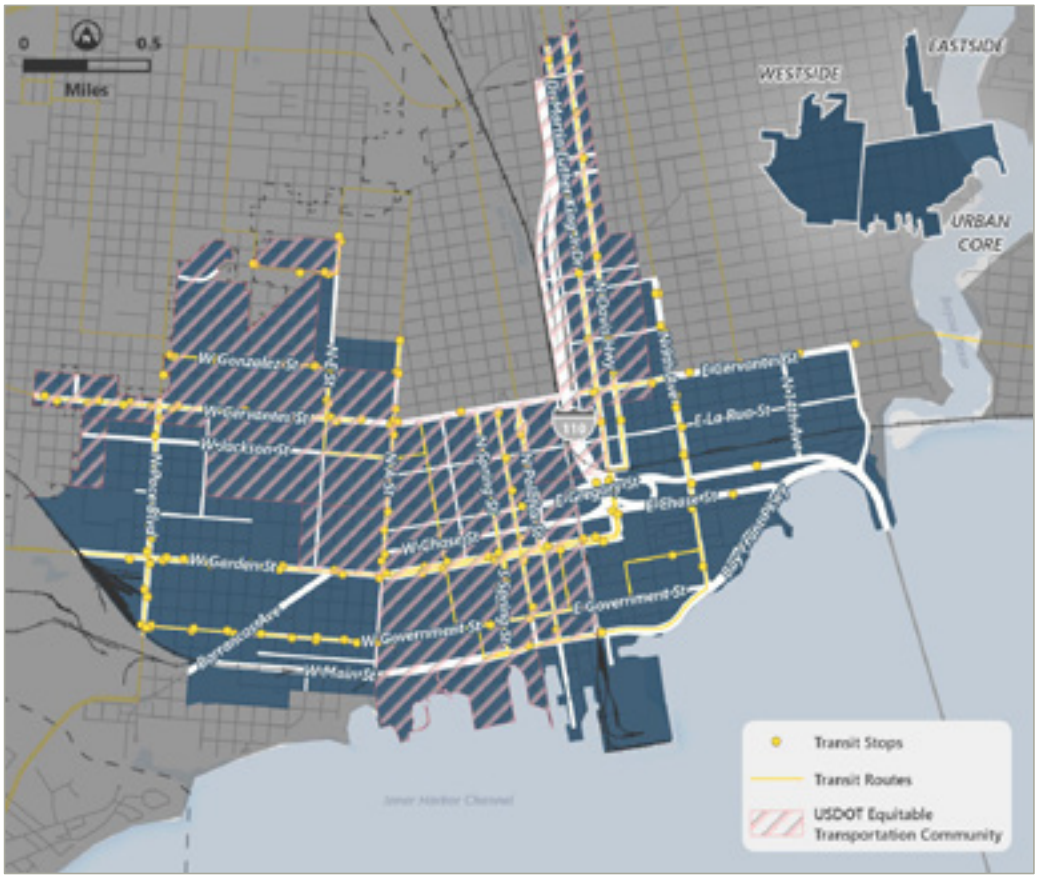
Figure 55 Flood-Prone Areas and Major Paved Areas



4.4 Transit

Escambia County runs the only transit service in the area. There are a total of six routes, most of which cover the urban core but provide less coverage in the Westside and Eastside.

Figure 56 USDOT Transportation Disadvantaged Communities and Transit



5 Community Input

Below is a high-level summary of the input received from various public workshops. The community's experience regarding mobility and accessibility further supports the data analyzed and described in previous sections of this document.

Challenges

- Intersections are unsafe for bike/ped crossing
- Speeding vehicles
- Lack of maintenance on existing pedestrian flashing crosswalk lights
- Lack of pedestrian crosswalks
- Lack of maintenance on existing sidewalks
- Lack of sidewalks
- Lack of protected space or roadways that accommodate pedestrians and bicycles and connect them across all districts and neighborhoods
- Lack of places to walk to i.e., restaurants or stores (Westside)
- Flooding issues are a big challenge
- Many underutilized parking lots
- Vehicle dominated streets make pedestrians and bicyclist feel unsafe
- Roadways that are the most unsafe or are barriers in districts are State roads

Strengths

- New streetscape in South DeVillers
- Streetscape on Government Street
- Beach Trolley

Opportunities

- Pedestrian separated walkways/bridges to cross dangerous arterials
- Optimize the use of what has already been built
- Take inventory of unused or underutilized properties
- Expand Longhollow stormwater pond with under-utilized properties around it
- Create a Mobility Hub that better connects bus, micro transit, ferry, Historic District, Palafox, and commercial areas

6 Planned Transportation Improvements

Several roadways within the CRA districts were found to have improvements planned for the coming years or are currently undergoing improvements. The following section summarizes key documents listed in the Reference section.

6.1 City of Pensacola Capital Improvement Program

A capital improvement program (CIP) is the funding of construction, major repair, or purchase of capital items such as roadways, bridges, and buildings. This program is typically a five-year horizon of which the first year is the entity's capital budget. The capital budget is adopted and implemented. The CIP considers community needs, financial capability, and future needs in determining which projects are placed in the program. It is the most influential tool by which to shape the quality and types of projects a city undertakes. **Figure 57** is a map illustrating these improvements, as obtained from the city data at the time of this report. The projects shown are categorized by the current phase of the project. CRA projects are shown with an outline.

Figure 57 Capital Improvement Program

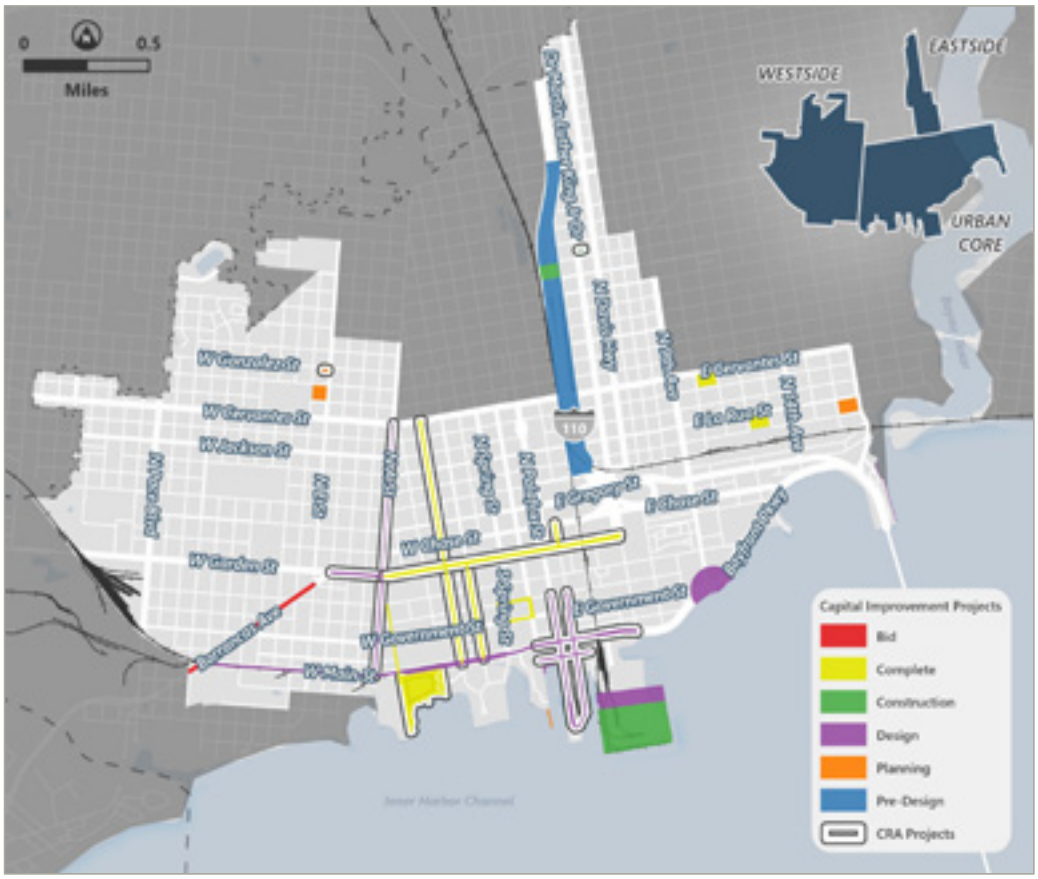


Table 2. Capital Improvement Projects – CRA Projects

City Division	Project Type	Project Phase	Schedule Term
CRA	Hashtag Roadway Revitalization Project	Design	TBD
CRA	Bruce Beach Park Improvements - Phase 1	Complete	Complete
CRA	A Street Revitalization Project	Design	TBD
CRA	General Daniel "Chappie" James, Jr. Museum and Flight Academy - Phase II	Construction	TBD
CRA	DeVilliers Streetscape Revitalization - Phase 1	Complete	Summer 2021

City Division	Project Type	Project Phase	Schedule Term
CRA	DeVilliers Streetscape Revitalization - Phase 2	Complete	Summer 2021
CRA	Bruce Beach Park Improvements - Phase 2	Construction	Fall 2024
CRA	West Garden Street Landscape Beautification Project: A to C	Design	TBD
CRA	Alice Williams Rehabilitation Project	Planning	TBD
CRA	East Garden District Streetscape	Complete	Summer 2022
CRA	Reus St Revitalization Project Phase 1	Complete	Summer 2021
CRA	East Garden Street Landscape Beautification Project: Alcaniz to A	Complete	Summer 2022

6.2 Florida/Alabama Transportation Planning Organization Long Range Transportation Plan

The 2045 Long Range Transportation Plan (LRTP) for the Florida-Alabama Transportation Planning Organization (FL-AL TPO) outlines the 25-year vision for transportation in the region, which includes Escambia and Santa Rosa Counties in Florida, and Baldwin County in Alabama. The LRTP establishes goals and allocated projected revenues to transportation programs and projects. The plan addresses both the region's current and future transportation needs.

The transportation projects in the plan are grouped into five key categories:

- **Capacity Projects**: Adding lanes and improving road capacity.
- **Complete Streets/ Corridor Projects**: Enhancing streets for all users
- **Intersection Projects**: Improving intersections for better traffic flow and safety.
- **Transit Projects**: Enhancing bus services and expanding transit infrastructure.
- **Bicycle/Pedestrian Projects**: Expanding bike lanes, sidewalks, and multi-use paths.

Figure 58 Needs Plan - FL-AL Transportation Planning Organization

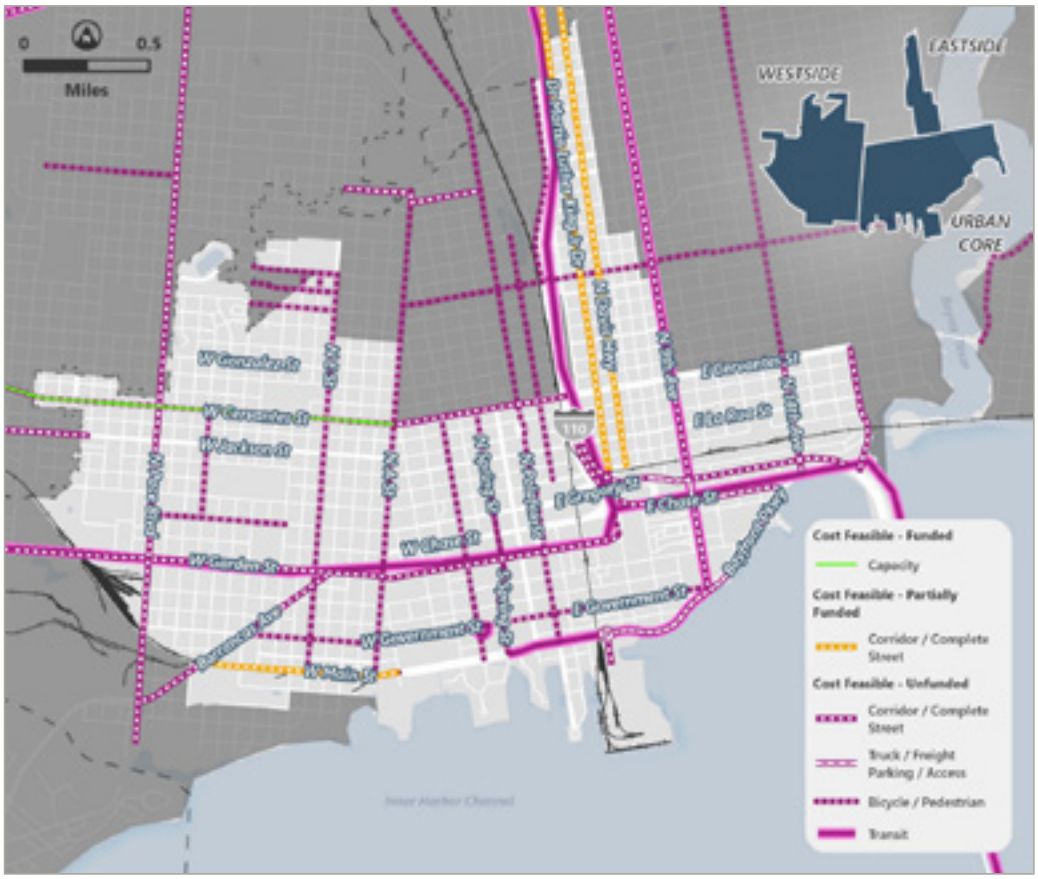


Table 3. Cost Feasible Projects – Funded Projects CRA Districts Sample

Corridor	From	To	Project Description	Segment Length
Garden Street	W Street	Alcaniz Street	Corridor Management Plan/Complete Streets Study	2.45
14th Avenue	Cervantes Street	Bayfront Parkway	Corridor Management Plan/Complete Streets Study	0.47
Gregory Street	I-110	Bayfront Parkway	Corridor Management Plan/Complete Streets Study	0.81

Corridor	From	To	Project Description	Segment Length
Chase Street	I-110	Bayfront Parkway	Corridor Management Plan/Complete Streets Study	0.55
W. Lee St, N. G St, N. F St	E St, Blount, Blount	J St, Moreno, Moreno	West Moreno	1.72
West Cervantes	A St	Dominguez	Corridor Improvements	2.24
N. E Main St	Garden St	Cervantes St	Corridor Improvements	0.60
L St	West Cervantes	Legion Field Park	Corridor Improvements	0.42
W Gregory St	L St	Pace Blvd	Corridor Improvements	0.19
N. Spring St	Garden St	Main St (South Segment)	Corridor Improvements	0.97
N. Reus St	Cervantes St	Main St	Corridor Improvements	0.97
Palafox St	Fairfield, Cervantes, SB Hayne St, Maxwell, Guillemard St	Main, Yonge, Maxwell, Blunt, Wright St	Corridor Improvements	2.93
W Navy Blvd	Bayou Chico Bridge	SR 292/Barrancas Ave	Bike Lanes	1.74
Gregory St	L St	G St	Corridor Improvements	0.33
W. Main St	E St	Clubbs St	Corridor Improvements	0.36
N. E Main St	Main St	Garden St	Corridor Improvements	0.40
A St	Maxwell St	Main St	Corridor Improvements	1.94

6.3 Active Transportation Plan

The ATP was adopted by the City of Pensacola August 2023. The ATP prioritizes reducing traffic-related fatalities and injuries, endorsing a Vision Zero approach, which aims for zero fatalities.

The plan also emphasizes filling gaps in the transportation network, linking key destinations such as schools, parks, and commercial areas. The goal is to accommodate all community members, and encourage alternative transportation modes to car travel.

The ATP creates a Future Network framework that includes three categories of pedestrian and bicycle focused infrastructure:

- Neighborhood Greenways
- Bike Routes
- Trails

The future network design recommendations include using context-sensitive designs to make streets safer and more accessible based on their location (urban, suburban, etc.), using countermeasures to calm traffic and improve crossings and expand the bicycle network.

Figure 59 ATP Future Network

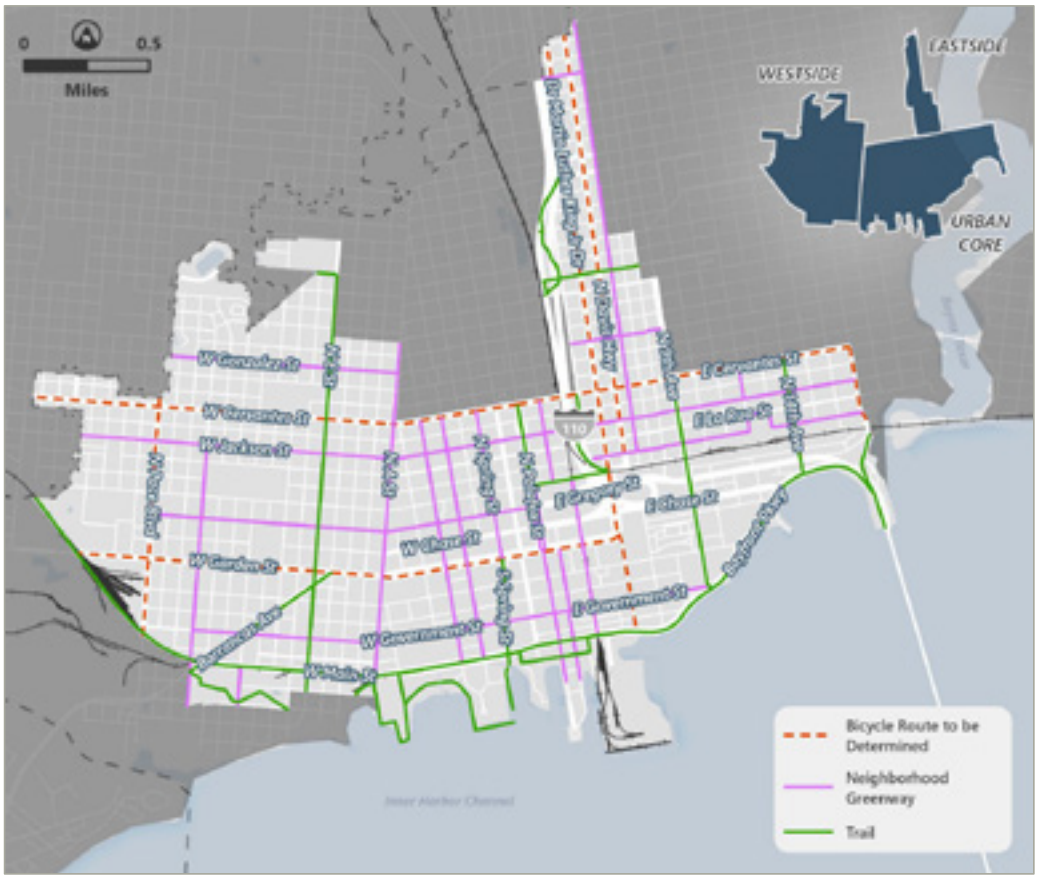


Table 4. ATP Future Network – CRA Districts

Project Name	Project Extents (TO)	Project Extents (FROM)	Project Type	CRA District
Dr Martin Luther King Jr Dr	E Jackson St	E Gonzalez St	Bicycle Route Tbd	Urban Core, Eastside
Dr Martin Luther King Jr Dr	E Gonzalez St	E Blount St	Bicycle Route Tbd	Eastside
N 17th Ave	E Maxwell St	Bayfront Pkwy	Bicycle Route Tbd	Urban Core
N Spring St	W Garden St	W Cervantes St	Neighborhood Greenway	Urban Core
W Gregory St	N A St	N Palafox St	Neighborhood Greenway	Urban Core, Westside
E Cross St	E Cross St	N 14th St	Neighborhood Greenway	Eastside
E Government St	S A St	S 9th Ave	Neighborhood Greenway	Urban Core, Westside
W Main St	S Glubbs St	S De Villiers St	Trail	Urban Core, Westside
S Spring St	W Main St	W Government St	Trail	Urban Core
E Blount St	N Guillemard St	N 9th Ave	Trail	Eastside
Burlington Northern Rail/Bill Gregory Park	N W St	Barrancas Ave	Trail	Westside

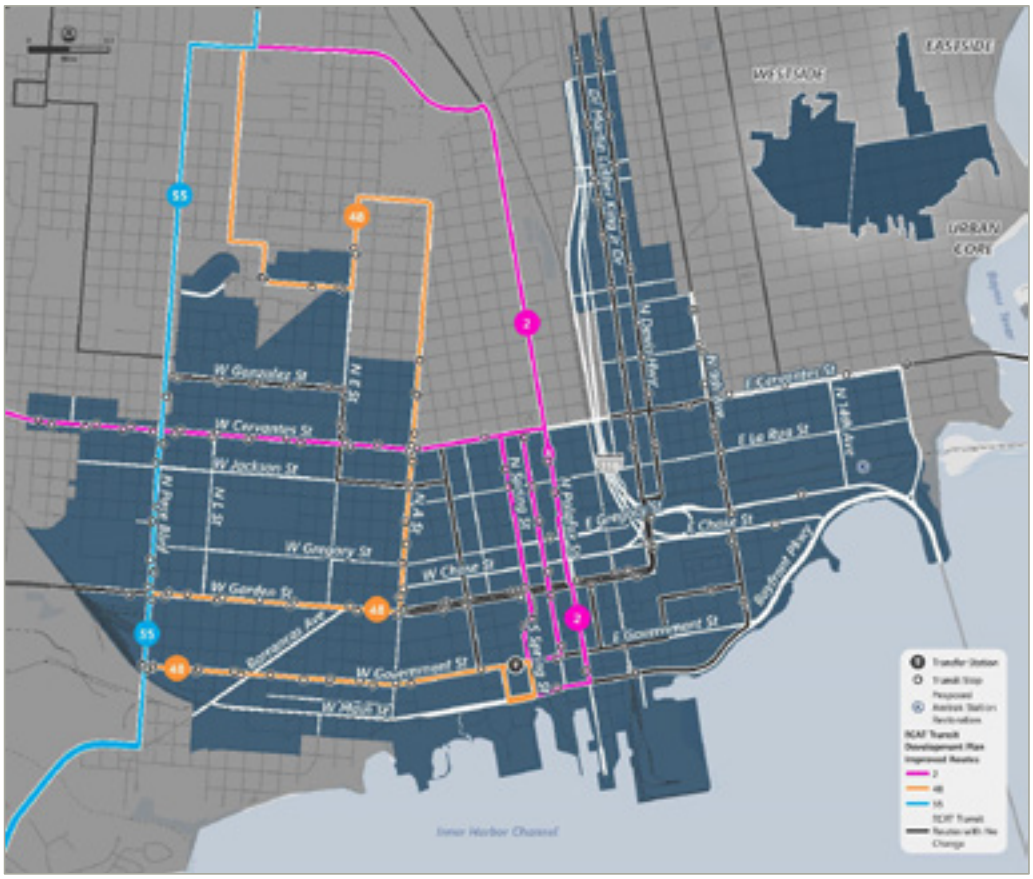
6.4 Escambia County Area Transit -Transit Development Plan (TDP), 2022 - 2031

The TDP is a 10-year planning document required by the Florida Department of Transportation (FDOT) to guide the development of transit systems. It covers the period from 2022 to 2031 and includes short-term and long-term strategies and goals for transit in Escambia County. ECAT serves an area of approximately 189 square miles, primarily within Escambia County, and includes connections to Santa Rosa County. The system operates over 1,000 stops with 285 miles of routes and serves more than 1.5 million annual passenger trips.

As part of the TDP, the Comprehensive Operations Analysis (COA) concluded that major changes to the system was needed to improve overall performance given that the population is expected to grow by 9.7% by 2030, with significant transit needs in urban areas. Major improvements include:

- Extended weekend services and extended hours
- Increased frequency on high demand routes, among them within the CRA boundaries are Routes 52 and 55 as shown in **Figure 60**
- Late night service
- Bus stop upgrades in high need areas
- Service to new areas with improved connectivity through enhanced first and last mile services or mobility on demand services which are nimbler and more flexible and provide greater coverage within districts

Figure 60 ECAT Proposed Improved Routes in CRA Districts



6.5 MLK and Davis Conversion Feasibility Study

The feasibility study analyzed the ability to convert MLK Drive/Alcaniz Street and Davis Highway from their current one-way pair configuration to two-way traffic. The purpose is to improve general safety and restore the neighborhood roadway network grid in the Eastside Community Redevelopment Area. Currently, SR 291 (Davis Highway northbound, MLK Drive/Alcaniz Street southbound) is configured as two one-way pairs over a 2.2-mile stretch between Fairfield Drive and E. Wright Street. Recommendations are summarized as follows:

- Southern Tie-in at Wright Street: Intersection improvements, including potential signalization and pedestrian enhancements, are recommended to address safety concerns.
- Cervantes Street and Texar Drive: Additional turn lanes and traffic management measures are proposed to improve traffic flow.

- Magee Field: Several pedestrian safety improvements, including raised crosswalks and speed advisories, are recommended around Magee Field.
- Speed Limit: A 30 mph speed limit is recommended throughout the corridor.
- Lighting and Sidewalks: Enhanced LED lighting and the completion of sidewalk gaps are suggested to improve safety, especially for pedestrians.
- Signal Modifications: Adjustments to traffic signals to accommodate two-way traffic are necessary, along with additional signage to discourage wrong-way travel if the conversion is not implemented.

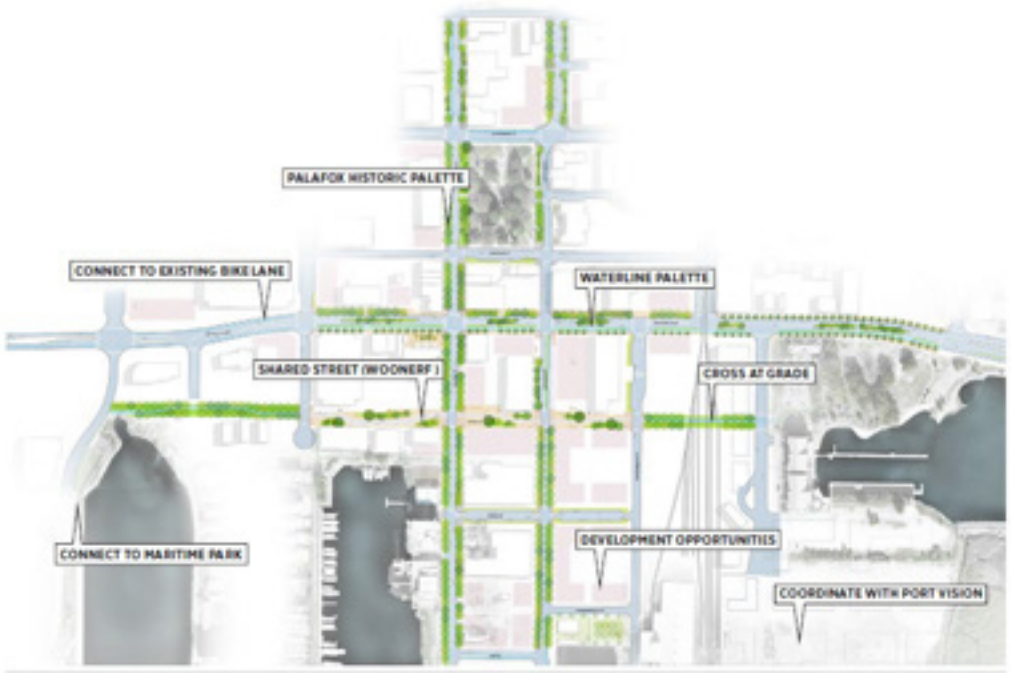
The study concluded that converting the corridors to two-way traffic with the proposed improvements would enhance safety and restore the neighborhood's roadway network.

6.6 Pensacola Waterfront Framework Plan

The framework plan focuses on creating Pensacola's downtown waterfront as a more inclusive, connected, and resilient space. The Plan identifies two key catalytic projects, Bruce Beach and the Hashtag Connector **(Figure 61)**: The Hashtag Connector is focused linking four major streets—Palafox, Jefferson, Main, and Cedar. The goal is to focus on mobility and connectivity that will enhance the downtown and waterfront area by supporting a complete bike and pedestrian network and streetscape improvements. It is projected to be a three phase process with:

- Initial phase (0-3 years): Immediate projects focus on creating pop-up parks, minor streetscape improvements, and temporary installations that activate public spaces and draw people to the waterfront
- Intermediate Phase (3-8 years): More permanent infrastructure upgrades will be implemented, such as protected bike lanes, shared streets, and expanded public spaces
- Long-Term (8+ years): Major infrastructure and development projects

Figure 61 Waterfront Framework Plan - Hashtag Connector



Source: SCAPE

References

A review was completed to map any planned or programmed roadway improvements in the three districts. Sources consulted, but not an exhaustive list, includes the following:

- FL-AL Transportation Planning Organization (FL-AL TPO) 2045 Long-Range Transportation Plan 2045 LRTP
  - Fl-AL TPO Priorities DRAFT Transportation Project Priorities. TPO Transportation Priorities FY2026-2030
  - FL-AL TPO Bike Ped Plan FL-AL TPO Bike/Ped Plan
- FDOT Work Program FDOT OWPB - WP Reports; 5 Year Work Program (state.fl.us); Work Program - Current (arcgis.com)
- Cervantes Street Traffic Feasibility Study West_Cervantes_Street_Lane_Reduction_Traffic Feasibility Study_20190913.pdf (ecrc.org)
- Davis / MLK / Alcaniz Two-Way Conversion Traffic Feasibility Study MLK-Davis_final report_06 19 20.pdf (ecrc.org)
- W. Cervantes Corridor Plan West_Cervantes_CMP_FINAL.indd (ecrc.org)
- E. Cervantes Corridor Plan East_Cervantes_Corridor_Management_Plan_Final.pdf (ecrc.org)
- Main Street Corridor Plan Main St Report_portrait_07172014.indd (ecrc.org)
- N. Palafox Street Corridor Plan North_Palafox_Street_Corridor_Management_Plan_Final_Adopted.pdf (ecrc.org)
- ECAT Transit Development Plan Escambia County Area Transit (ecrc.org)
- City of Pensacola Active Transportation Plan Active Transportation Plan | City of Pensacola. Active Transportation Plan | City of Pensacola, Florida Official Website
  - Gonzalez Street Shareway (as referenced in city's Active Transportation Plan)
- Reimagine Jackson Reimagine Jackson Street | City of Pensacola. Reimagine Jackson Street | City of Pensacola, Florida Official Website
- CRA projects| City of Pensacola. CRA Projects | City of Pensacola, Florida Official Website
- Transportation Alternative (TA) Projects:
  - E. Maxwell Street sidewalks Pensacola - E Maxwell St Sidewalk TA Application.pdf (ecrc.org)
  - N. J Street sidewalks Pensacola - North J St Sidewalk TA Application.pdf (ecrc.org)
  - Hollice T Williams Multi Use Path Pensacola - TA Hollice T Williams MUP Phase 2 Application.pdf (ecrc.org)

ATTACHMENT H

Sample Contract

CONTRACT BETWEEN CITY OF PENSACOLA AND [xxxCONTRACTORxxx]
BASED UPON REQUEST FOR PROPOSALS #_____

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__, 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 _____, ("Contractor"), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Request for Proposals #_____, on _____, 20__ ("RFP"), for _____, as modified by any addendum to the RFP ("Addenda"), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "RFP Documents"); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated _____, 20__, attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform as described in the RFP Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions

supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ ($_____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (___) Yes (___) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract 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 Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. 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.

Section 17. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

_____
(Contractor's Name)

By_____
President

_____
(Printed President's Name)

Attest_____
Corporate Secretary

(CORPORATE SEAL)

CITY OF PENSACOLA, FLORIDA

_____
Mayor, D. C. Reeves

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

_____
Department Director

Legal in form and execution:

_____
City Attorney

DRAFT

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

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

DRAFT

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):
    - ☐ Lump Sum/Flat Fee
    - ☐ Hourly Rate(s)
    - ☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):
    - ☐ Lump Sum/Flat Fee: _____
    - ☐ Hourly Rate(s) are: _____
    - ☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

    _____
    _____
    _____
    _____

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):
    - ☐ One-time, lump sum at the end of the work/project
    - ☐ After submission of monthly or periodic invoices
    - ☐ Other: _____

DRAFT

EXHIBIT A

RFP DOCUMENTS ON FILE IN _____

DRAFT

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, _____, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

DRAFT

Addendum Date: September 24, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

DEVELOPMENT ADVISORY SERVICES FOR THE REDEVELOPMENT OF THE BAPTIST HOSPITAL LEGACY CAMPUS

RFP No. 25-042

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company:_____ Date:_____

Authorized Representative:_____ Title:_____
Printed Name

Signature:_____

1. The submittal due date has been extended to **October 3, 2025**, at 2:30 P.M., Central time.

2. Those submittals received on October 3, 2025, will be opened and publicly read the **following business day** *(**October 6**, 2025, **10:00 A.M.**, Central time)* via Microsoft Teams at the following link: Microsoft Teams proposal opening.

   Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the Microsoft Teams website before the meeting:
   https://docs.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app.

3. Questions received will be addressed in a subsequent addendum. No further questions will be accepted.

Addendum Date: September 25, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

DEVELOPMENT ADVISORY SERVICES FOR THE REDEVELOPMENT OF THE BAPTIST HOSPITAL LEGACY CAMPUS

RFP No. 25-042

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company:_____ Date:_____

Authorized Representative:_____ Title:_____
Printed Name

Signature:_____

1. Please see the revised Schedule of Events.

REVISED SCHEDULE OF EVENTS (dates subject to change)

Date	**Activity**
August 27, 2024	Publish RFP
September 15, 2025	Deadline for Questions
October 3, 2025, 2:30 P.M.	**Proposal Deadline**
October 6, 2025, 10:00 AM	**Proposal Opening**
October 10, 2025, 1:30 PM Pensacola City Hall, 4th floor Human Resources conference room 222 W Main Street, Pensacola FL 32502	**Evaluation Committee Meeting – Distribution of Materials**
October 21, 2025, 1:00 PM City Hall 1st Floor Whibbs Room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting – Written Proposal Ranking/Shortlisting

November 5, 2025, 11:00 PM City Hall 1st Floor Whibbs room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting - Oral Presentations/ Recommendation for Contract Award

QUESTIONS AND ANSWERS

1. Please clarify what the City intends to do after a redevelopment plan is submitted and accepted, as the RFQ is ambiguous as to what occurs after that milestone is achieved.

A. The redevelopment advisor will advise the city on steps it should take towards redevelopment of the campus. It is not anticipated that the advisor will serve as the master developer but rather strategize the city's approach towards identifying development partnerships and financial strategies.

2. What is the budget range, and through which milestone does the funding allocation cover?

A. A defined funding allocation has not been set at this time. However, cost efficiency in proposed fee schedule will be considered as a component of the evaluation of the proposal.

3. Please provide guidance on organizational conflicts of interest, so the team understands what it needs to do to enable participation in implementing the redevelopment plan.

A. The city will consider all conflicts of interest, especially as it pertains to ethics law and policy, in its implementation approach.

4. Will the City proceed with this procurement if it does not accept the property donation?

A. The city is set to close on the property donation during the month of September.

TABULATION OF PROPOSALS

RFP No: 25-042
TITLE: Development Advisory Services for the Redevelopment of the Baptist Hospital Legacy Campus

Submittals Due:
10/3/2025
Department:
Economic Development/CRA

DRAFT

Able City East, LLC
Jason King, Partner & Principal
6621 SW 63rd Court
Miami, FL 3314
(305) 394-4819
jason@able.city

Bayou District Consulting
Jacob Peters, Principal
205 East Intendencia Street
Pensacola, FL 32502
504-701-8342
jpeters@bayoudistrictfoundation.com

CBRE, Inc.
Tommie Reilly, Managing Director
600 Grand Blvd, Suite 207
Miramar Beach, FL 32550
850-527-3524
tommie.reilly@cbre.com; thomas.watson@cbre.com

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CITY OF PENSACOLA, FLORIDA - REQUEST FOR PROPOSALS NO. 25-042

DEVELOPMENT ADVISORY SERVICES FOR THE REDEVELOPMENT OF THE BAPTIST HOSPITAL LEGACY CAMPUS

October 3, 2025

bayou district CONSULTING

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Submitted by
Bayou District Consulting
in partnership with:

Manjeet Ranu
MKSK
SMP Architecture
Jerry Pate Design
Geosyntec
Impact Campaigns
Clark Partington
Leland Consulting Group

October 3, 2025

City of Pensacola
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing
Dedria Lunderman, Purchasing Manager
purchasing@cityofpensacola.com

RE: RFP 25-042 - Development Advisory Services for the Redevelopment of the Baptist Hospital Legacy Campus

Dear Dedria Lunderman and Members of the Selection Committee,

The Bayou District Consulting Team is pleased to submit our proposal to the City of Pensacola and its Community Redevelopment Agency for Baptist Hospital Legacy Campus Redevelopment Advisor Services. For decades, community investment through redevelopment has been at the core of some of the most transformative public and private projects in Pensacola. Our team members have had the privilege of contributing to many of these efforts locally and leading similar projects across the country. We look forward to partnering with you on the Baptist Hospital Legacy Campus to redevelop the site, uplift the surrounding community, and build lasting regional capacity.

Your Redevelopment Advisors

To meet the City's community investment and redevelopment needs, Bayou District Consulting has assembled a project team supported by strategic local subconsultants and national experts. This team has a proven ability to deliver generational initiatives through purposeful public engagement, placemaking, policy design, market data analysis, and funding solutions.

Bayou District Consulting has served as the "community quarterback" for one of the nation's most ambitious revitalization efforts. In the aftermath of Hurricane Katrina, the Bayou District Foundation led engagement, planning, financing, partnerships, design, delivery, and ongoing operations that transformed the former St. Bernard Public Housing Development into the Bayou District—a vibrant, mixed-income, mixed-use community. This success inspired a national network of communities working to replicate the Bayou District model, demonstrating its relevance and adaptability across diverse contexts. With a record of aligning housing, health, education, and economic opportunity into a sustainable framework, Bayou District Consulting brings tested expertise that can guide Pensacola in transforming the Baptist Hospital Legacy Campus into a thriving, inclusive, and healthy neighborhood that uplifts both residents and the broader community.

Our team includes local professionals with decades of experience in Pensacola and the Gulf Coast, along with national practice leaders who have managed complex community and infrastructure projects across the United States. Together, we bring deep expertise across engagement, communications, planning, engineering, architecture, landscape design, real estate, economic development, adaptive reuse, and partnership structuring. This combination offers both the core competencies required for this initiative and a full suite of advisory services to support Pensacola's long-term vision.

Our teaming partners include:

- Manjeet Ranu
- SMP Architecture
- Impact Campaigns
- MKSK
- Jerry Pate Design
- Geosyntec Consultants, Inc.
- Leland Consulting Group
- Clark Partington

Manjeet Ranu will serve as Project Executive, working closely with the city and its Community Redevelopment Agency. He is committed to prioritizing community input while overseeing technical, financial, and design aspects to ensure redevelopment success. With 28 years of experience across public, private, and consulting roles, Manjeet has managed complex projects nationwide, leading with intentional collaboration and effective planning. Now based in Pensacola, he combines national expertise with a personal understanding of the community's aspirations.

A Clear Path to Community Investment and Campus Redevelopment

We have developed this project team specifically to serve the city through the full life cycle of the Baptist Hospital Legacy Campus redevelopment initiative. We bring a life cycle perspective to support goals of enhancing property reuse, upgrading infrastructure, creating affordable housing opportunities, ensuring inclusive growth, promoting health, providing high quality education and producing jobs through reinvestment. We will clearly engage with you and the community to align on goals, objectives, schedules, and budgets.

We are committed to community-centered redevelopment, ensuring that every step of the process reflects the voices, needs, and aspirations of residents and businesses. Our approach is designed to create lasting impact by:

Visioning with Purpose: Leading inclusive charrettes and master planning efforts that prioritize benefits for existing residents, promoting long-term neighborhood stability and regional strength.

Maximizing Resources: Aligning grants, incentives, and funding to achieve the greatest impact from every dollar invested.

What Sets Us Apart ...

Genuine Engagement: Building trust through meaningful dialogue with residents, stakeholders, and partners so that community input drives decision-making.

Purposeful Process: A structured framework that integrates engagement, technical analysis, and policy development, with clear milestones for transparency and accountability.

Trusted Developer Advisor: Proven ability to guide complex redevelopment efforts that uplift communities, demonstrated most notably through the Bayou District.

Multi-Scale Expertise: Blending local insight with regional experience and national best practices to strengthen collaboration and outcomes.

Innovative Delivery: Supporting public-private partnerships that accelerate implementation while proactively managing potential conflicts of interest.

Thank you for the opportunity to be considered for this vital, time-sensitive initiative. Together, we can increase access to opportunity and advance the general welfare of Pensacola's residents and businesses.

Respectfully submitted,

Jacob Peters

Jacob Peters, Principal
Bayou District Consulting

Gerard W. Barousse Jr., Principal
Bayou District Consulting

cc:

Manjeet Ranu, AICP
manjeet.ranu@outlook.com
858.869.7190

Kyle May, AICP, Principal
kmay@mkskstudios.com
614.621.2796

Brian Spencer, AIA, Principal
brian@smp-arch.com
850.739.3973

RFP NO. 25-042

**DEVELOPMENT ADVISORY SERVICES
FOR THE REDEVELOPMENT OF THE
BAPTIST HOSPITAL LEGACY CAMPUS**

Signature Sheet

The undersigned, as Vendor, does declare that no other persons other than the Vendor herein named has any interest in this Qualification or in the contract to be taken, and that it is made without any connection with any other person or persons presenting a Qualification for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other:_____

Signature Jacob Peters Date: 9/22/25

Printed Name: Jacob Peters Title: Principal

Company: Bayou District Consulting Address: 205 E Intendencia St

Telephone: 504-701-8342 City: Pensecola

Fax:_____ State: FL Zip: 3250

E-mail: jpeters@bayoudistrictfoundation.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: Bayou District Consulting LLC

Vendor FEIN: 39-4526992 Phone Number: 504-701-8342

Vendor's Authorized Representative Name and Title: Jacob Peters, Principal

Address: 205 E Intendencia St

City: Pensecola State:FL ZIP: 32502

Email Address: jpeters@bayoudistrictfoundation.com

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Jacob Peters
AUTHORIZED SIGNATURE

Print Name and Title: Jacob Peters Prinicpal

Date: 9/22/25

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: Bayou District Consulting LLC Date: 9/22/2025

Authorized Signature: Jacob Peters Printed Name: Jacob Peters

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Bayou District Consulting LLC

Company Name

Jacob Peters

Authorized Signature

Jacob Peters

Printed Name

9/22/2025

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Jacob Peters

Signature

Jacob Peters

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

	NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.	Jerry Pate Design, Inc.	Subcontractor	
2.	Impact Strategies, LLC (dba Impact Campaigns)	Subcontractor	
3.			
4.			
5.			
6.			

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business Bayou District Consulting LLC

Address 205 E Intendencia St Pensacola, FL 32502

Owner(s)'s Name(s) Gerard W Barousse Jr. Jacob M. Peters

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

	NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.	Jerry Pate Design, Inc.	Subcontractor	
2.	Impact Strategies, LLC (dba Impact Campaigns)	Subcontractor	
3.			
4.			
5.			
6.			

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

REQUIRED DOCUMENTS INCLUSION ACKNOWLEDGEMENT
Bid/RFP/RFQ # 25-042

Purchasing Forms	**Initials**
1) Signature Page	JP
2) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	JP
3) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	JP
4) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JP
5) Drugfree Workplace Certificate	JP
6) Veteran Business Enterprise Statement	JP
7) Minority/Women Business Enterprise Statement	JP
8) Small Business Enterprise Statement	JP
9) Required Documents Acknowledgement	JP
10) Acknowledgement of addenda (signed signature pages of addenda)	JP

(Purchasing will verify inclusion of required Purchasing forms)

Company Name: Bayou District Consulting LLC

Authorized Officer's Name: Jacob Peters Title: Principal

Signature of Officer: Jacob Peters Date: 9/22/25

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: September 24, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

DEVELOPMENT ADVISORY SERVICES FOR THE REDEVELOPMENT OF THE BAPTIST HOSPITAL LEGACY CAMPUS

RFP No. 25-042

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company: Bayou District Consulting Date: 10/3/2025

Authorized Representative: Jacob Peters (Printed Name) Title: Principal

Signature: Jacob Peters

1. The submittal due date has been extended to **October 3, 2025**, at 2:30 P.M., Central time.

2. Those submittals received on October 3, 2025, will be opened and publicly read the **following business day** *(**October 6**, 2025, **10:00 A.M.**, Central time)* via Microsoft Teams at the following link: Microsoft Teams proposal opening.

   Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the Microsoft Teams website before the meeting:
   https://docs.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app.

3. Questions received will be addressed in a subsequent addendum. No further questions will be accepted.

Addendum Date: September 25, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

DEVELOPMENT ADVISORY SERVICES FOR THE REDEVELOPMENT OF THE BAPTIST HOSPITAL LEGACY CAMPUS

RFP No. 25-042

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.

Company: Bayou District Consulting Date: 9/25/25

Authorized Representative: Jacob Peters (Printed Name) Title: Principal

Signature: Jacob Peters

1. Please see the revised Schedule of Events.

REVISED SCHEDULE OF EVENTS (dates subject to change)

Date	**Activity**
August 27, 2024	Publish RFP
September 15, 2025	Deadline for Questions
October 3, 2025, 2:30 P.M.	**Proposal Deadline**
October 6, 2025, 10:00 AM	**Proposal Opening**
October 10, 2025, 1:30 PM Pensacola City Hall, 4th floor Human Resources conference room 222 W Main Street, Pensacola FL 32502	**Evaluation Committee Meeting – Distribution of Materials**
October 21, 2025, 1:00 PM City Hall 1st Floor Whibbs Room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting – Written Proposal Ranking/Shortlisting

Reedy River Redevelopment Area & Unity Park, Greenville, SC

ORGANIZATIONAL STATEMENT

This team was assembled with clear intention: to bring together the rare combination of local leadership, national expertise, and specialized services needed to engage with the community to redevelop the Pensacola Baptist Hospital campus. At the center is Bayou District Consulting, a critical partner whose track record on the Gulf Coast demonstrates both the capacity and credibility required to move this site forward. Surrounding Bayou District Consulting is a suite of firms with complementary expertise in planning, design, finance, engagement, and implementation. Collectively, they offer local and national a experience that can be applied with local sensitivity and understanding.

The following profiles highlight the depth of this partnership. Each firm brings unique strengths, but together the team provides comprehensive coverage of the full scope of services required by this initiative. An accompanying organizational chart illustrates how the firms interconnect, ensuring breadth and depth across advisory, technical, and community-facing dimensions of the work.

Bayou District Consulting

Serving as the keystone partner, Bayou District Consulting brings unmatched Gulf Coast experience in complex redevelopment, community partnerships, and delivery of transformative public-private initiatives that deeply collaborate with communities to support uplifting them. Their role is to anchor the team with proven leadership in implementing visionary projects that deliver tangible benefits to local communities.

Manjeet Ranu

As a development advisor, Manjeet provides strategic oversight on planning, deal structuring, public-private partnerships, and implementation frameworks. His expertise will help align risk allocation, financing strategies, and governance tools to position the Baptist campus redevelopment for success. Because of his comprehensive expertise, Manjeet will serve as the overall program director, managing this initiative in support of the City.

ORGANIZATIONAL STATEMENT

MKSK

MKSK is the lead planning and urban design firm, with a national portfolio of transformative redevelopment and master planning projects. Their role is to integrate vision, land use, urban design, and community engagement into a cohesive plan that is rooted in Pensacola's local context.

SMP Architecture

SMP Architecture contributes architectural, design and development expertise, bringing sensitivity to adaptive reuse, community-serving buildings, and the integration of new development with historic and cultural assets. Their role ensures that the built environment supports neighborhood identity and community goals. SMP Architecture's work over decades supported the organic revitalization of downtown Pensacola.

Jerry Pate Design

Renowned for landscape architecture and recreation design across the Southeast, Jerry Pate Design leads the integration of parks, open spaces, and environmental systems. Their contribution emphasizes health, wellness, and sustainability within the Baptist campus redevelopment.

Geosyntec

Geosyntec provides technical expertise in site engineering, infrastructure, and environmental systems. Their role includes evaluating site conditions, infrastructure requirements, and sustainability strategies to prepare the campus for phased redevelopment. Geosyntec has already been working with the City on and within the project area, bringing immediate knowledge to this initiative.

Impact Campaigns

Impact Campaigns leads strategic communications and engagement. Their deep local network ensures authentic outreach to community stakeholders, service providers, and underrepresented groups, helping to build trust and consensus throughout the process.

Clark Partington

A leading Gulf Coast law firm, Clark Partington provides legal expertise in real estate, contracts, governance, and risk management. Their role is to guide the City and partners in structuring agreements that protect the public interest and enable implementation.

Leland Consulting Group

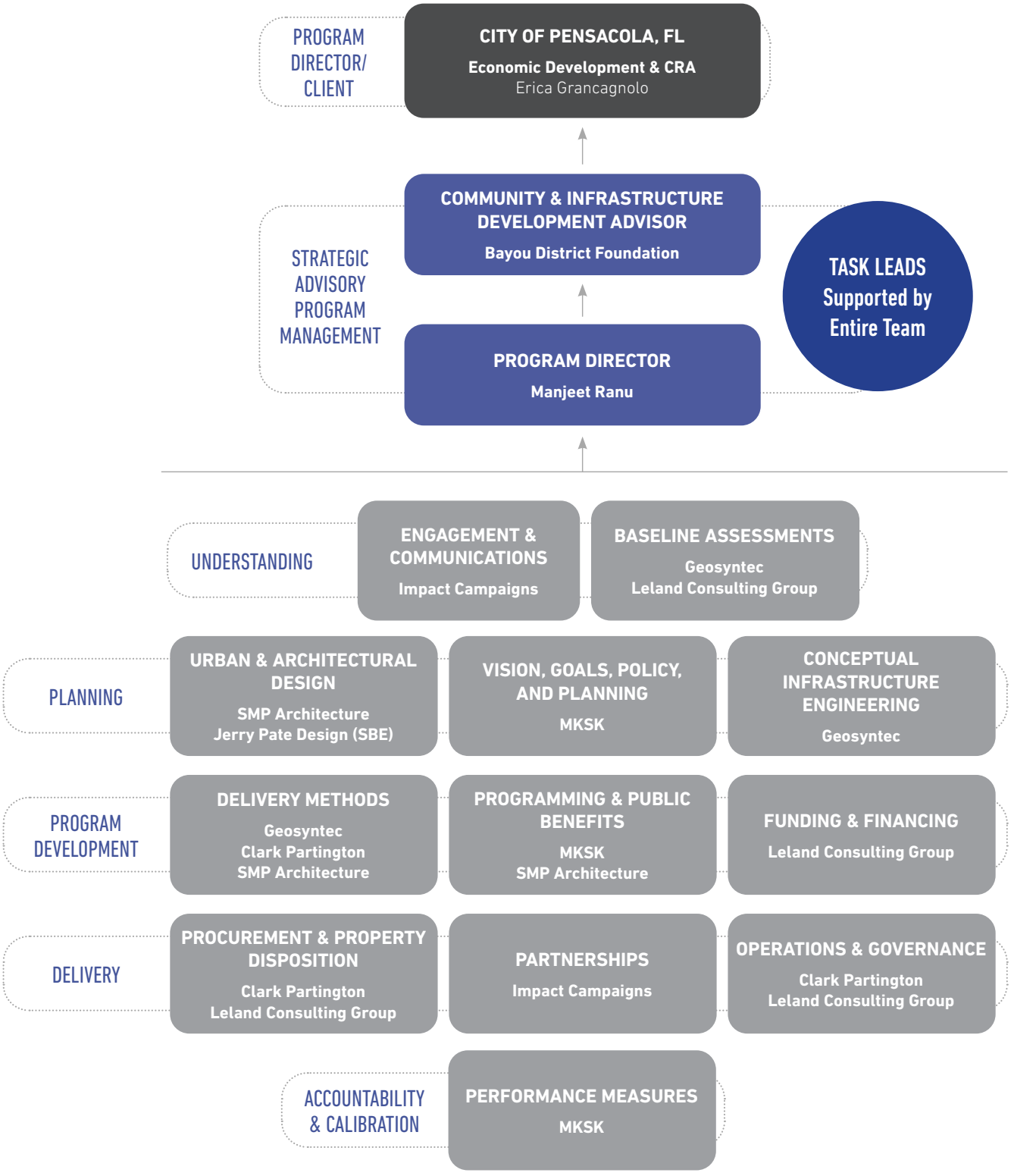
Leland Consulting Group offers market and economic analysis, advising on housing, retail, and commercial development strategies. Their expertise ensures that redevelopment scenarios are grounded in economic feasibility and aligned with long-term community benefit.

The Bayou District Team as a trusted, long-term advisor ...

At the core of this team's approach is the role of trusted advisors. Redevelopment of the Pensacola Baptist Hospital campus is not a single project but a multi-phase, transformative initiative that involves social, economic, environmental, infrastructure and development goals that will evolve over time. The city needs a team that can provide strategic guidance, technical depth, and community sensitivity not only through the planning and visioning process, but also as decisions move into structuring, building, and operations. Our team is ready to serve in that flexible capacity—able to pivot as opportunities and challenges emerge, while maintaining a steady focus on advancing the City's goals and protecting the public interest.

TEAM QUALIFICATIONS

PROJECT TEAM ORGANIZATION



History. Bayou District Consulting LLC was founded in 2025 to translate the Bayou District Foundation's nationally recognized, place-based revitalization model into advisory services for cities, developers, philanthropies, health systems, and community coalitions. Drawing on the Bayou District Foundation's track record—mixed-income housing (685+ units), cradle-to-career education, health & wellness infrastructure, and recreation assets—Bayou District Consulting helps clients design "community quarterback" structures, assemble catalytic capital stacks (including NMTC/HTC/FFRI/blended philanthropy), and operationalize outcomes dashboards tied to social determinants of health.

Philosophy. We believe lasting neighborhood change is people-centered, data-driven, and enterprise-minded. Our work aligns civic partners around a shared vision; builds investable projects that recycle returns into community priorities; and measures results transparently (safety, education, health access, jobs, income mobility). We pair practical execution with rigorous metrics so communities can scale what works.

Jacob M. Peters, Executive Director / Principal
Bayou District Foundation & Bayou District Consulting LLC
Phone: 504.701.8342

Entity: Limited Liability Company (LLC)
State of Incorporation: Florida

Founded: 2025
Years in business: 0–1 years

Team: 2 (principal-led with a network of specialized partners as needed)

Litigation / disputes (last 10 years)

To the best of our knowledge, **Bayou District Consulting has had no litigation, major disputes, contract defaults, or liens** in the last 10 years. (BDF Consulting LLC is a new entity; no actions have been filed or are pending.)

Together we plan and design a world in which we all want to live.

MKSK is a collective of Planners, Urban Designers, and Landscape Architects, founded in 1990, who are passionate about the interaction between people and place. We are an employee-owned practice with a network of twelve metropolitan studios in Ohio, Illinois, Indiana, Kentucky, New York, South Carolina, Georgia, Florida, and the District of Columbia. MKSK works to solve the pressing issues in our cities and communities, and build places where people want to live. We work with communities and clients to reimagine, plan, and design dynamic environments for the betterment of all. MKSK approaches planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design. We help communities and our clients meet the challenges of changing global conditions through the MKSK LAB for Climate and Biodiversity Resilience.

We shape place to improve lives, and we share our transformational stories and the power of strong planning and design to inspire ourselves, our peers, and the world to work together for the common good. Together we plan and design a world in which we all want to live.

Point of Contact:
Kyle May, AICP, Associate Principal
kmay@mkskstudios.com
614.621.2796

Business Structure:
S-Corporation, Incorporated in the State of Ohio

Number of Years in Business:
35 years

Number of Staff:
134 employees

Past Litigation:
MKSK, Inc. is in healthy financial condition with no previous or pending bankruptcies. We have experienced one material claim in the past 5 years. MKSK along with its professional liability insurer were in litigation with our structural engineering subconsultant on the Wabash Riverfront Promenade Project due to structural deficiencies that led to both structural corrective improvements as well as betterment improvements in the structure of an elevated walkway and plaza. MKSK was seeking to recover costs for our client, the Wabash River Enhancement Corporation, who joined the suit as a third party beneficiary. It was the desire of all parties to come to an amicable settlement to save dollars for use in future improvements to benefit the community. Construction on the project was completed four years ago, and since then, it has been open to the public. The claim was successfully resolved and closed in 2023.

SMP Architecture P. A.

Planning, Architecture, Interior Design

Founded in 1989, SMP Architecture offers 30+ years of experience to the Gulf Coast community. Recognized for our commitment and passion for the Pensacola area, our team continues to make contributions as architects, developers, philanthropists, and even citizen elected representatives. After founding the firm, Principals Brian Spencer and Randy Maxwell welcomed Philip Partington in 2005 as the firm's third principal. In 2019, William Brantley and Dan Girardin joined as firm principals. Today, SMP Architecture's team of architects, designers and creative thinkers brings an unmatched level of diligence and youthful enthusiasm to each project.

SMP Architecture provides professional services in architecture, land planning, urban design, interior design, development, and construction administration. In collaboration with our interdisciplinary team of consultants we offer a full range of engineering services and stay fully engaged from the initial concept through construction. A design focused firm, we work on a wide range of project types of all scales: hospitality, single and multi-family residential, commercial office, medical office, adaptive re-use, civic, mixed-use and master planning. We believe this variety in our open studio environment fosters creativity. Projects are approached and addressed holistically, considering every potential impact in the community.

Architecture should have "good manners" and respond in a meaningful way to its surrounding context. Partnering with the best local craftsmen, we strive to create architecture that's authentic and rooted to its particular place. Our firm is grounded in the principle of ensuring our client's voice is represented in the fullest. Years ago, we coined our firm motto "Listen. Interpret. Translate." This approach to design has led to numerous successful projects, and lasting friendships with our clients. We promote an open dialogue to actively exist between us, the client, and the community. We listen closely to our clients, interpret their vision with creative solutions catered to each client's specific aspirations, then finally translate this vision through technical documentation and construction administration to deliver a building consistent with the design intent. Ultimately, this process results in a sound investment for our clients and memorable buildings and spaces for the community.

Firm Overview

Address

SMP Architecture P.A.
205 E Intendencia Street
Pensacola, FL 32503

Primary contacts

Brian Spencer
Founding Principal
brian@smp-arch.com
850.712.2612 (cell)
850.610.7275 (office)

William Brantley
Principal
william@smp-arch.com
850.982.9042 (cell)
850.739.3973 (office)

Years in business under current ownership

Founded in 1989 by partners Brian Spencer and Randy Maxwell, the firm as been in business under their leadership for over 36 years. Philip Partington joined SMP in 2001 and became the firm's third named partner. William Brantley and Dan Girardin became partners in 2019. As your architects we'll bring both years of experience and youthful enthusiasm to your project. Years ago, we coined our firm motto "Listen. Interpret. Translate." This approach to design has led to numerous successful projects, and lasting friendships with our clients.

Staff size

Our firm consists of 8 designers, including 4 licensed architects:

Brian Spencer, AIA
Randy Maxwell, AIA NCARB
Philip Partington, AIA NCARB
William Brantley, AIA NCARB
Dan Girardin, LEED AP
Isabella Prudhomme
Alina Teixeira
Bobby Kicklighter

OUR MISSION STATEMENT

Creating Beauty on the Outside, to Live Better on the Inside

OUR VALUES

Jerry Pate Design is guided by a drive to enhance quality of life by creating synergistic relationships between architecture and landscape, interior and exterior spaces. We believe we can help people live better by giving them greater accessibility to nature.

We are on a mission to honor the unique topography and challenges presented by each site, committing ourselves to the preservation of our natural habitats whenever possible. It all comes together in projects where sustainable, intelligent design produces aesthetic, enjoyable, and people-friendly places.

OUR VISION

Jerry Pate Design strives to be a comprehensive partner for architects, developers, planners, and engineers who seek beautiful landscape architecture for their projects. Our goal is to provide people with the opportunity to experience nature through consciously designed green spaces. In doing so, we bolster the reputation and profitability of organizations and businesses.

301 SCHUBERT DRIVE
PENSACOLA, FLORIDA 32504

jpd@jerrypate.com

1.800.700.7001 - Toll Free

850.479.4653 - Studio

www.jerrypatedesign.com

PRIMARY CONTACT

Steve Dana, RLA
sdana@jerrypate.com
850.393.6760 - Mobile
850.479.4653 x 1254

SECONDARY CONTACT

Brad Alexander, RLA, CID
balexander@jerrypate.com
901.606.1805 - Mobile
850.479.4653 x 1255

ABOUT OUR FIRM

Initiated March 1989, Jerry Pate Design is an S Corporation residing in Pensacola, Florida.

MEET OUR TEAM

ORGANIZATION CHART

JERRY PATE
President

STEVE DANA, RLA
Vice President & Landscape Architect

BRAD ALEXANDER, RLA, CID
Landscape Architect

DREW WARREN
Design Associate

JENNI PATE
Marketing/PR

Brief history and philosophy of firm

Geosyntec is a consulting and engineering firm that works with private and public sector clients to address new ventures and complex problems involving our environment, natural resources, and civil infrastructure.

With a combined staff exceeding 2,800 engineers, scientists, and related technical and project support personnel, we serve our clients from more than 130 offices in the United States, Canada, the United Kingdom, Ireland, Sweden, Finland, Spain, Saudi Arabia, the United Arab Emirates, and Australia.

Geosyntec is a fully integrated consulting and engineering firm focused on providing our clients with high-value services and solutions for their complex civil site engineering and design challenges.

As a core service area within our firm, we provide civil planning, engineering, and design services to help our clients address their infrastructure development, restoration, improvement, and revitalization projects. Our civil planning, engineering, and design practice is a foundational element of our firm's holistic approach to our firm's business in infrastructure development, safety, and reliability. Our practitioners have designed, constructed, and managed hundreds of infrastructure projects at sites of all sizes throughout the world.

Primary contact (name, title, email address, phone number)

Katie Fox, PE
Principal
KFox@Geosyntec.com
1-850-483-5106

Business structure and state of incorporation

As an employee-owned, private-equity-backed, practitioner-led corporation, we create exceptional career opportunities for our employees through involvement in challenging projects, effective mentoring, and broad engagement with clients. Geosyntec is incorporated in the State of Florida.

Number of years in business

Geosyntec has been in business since 1983.

Total staff size

2,800+

Describe any litigation, major disputes, contract defaults, or liens in the last 10 years

Resolved Litigation: On January 29, 2015, Geosyntec was served with a personal injury lawsuit filed in Duval County (FL) Circuit Court, Case No. 16-2015-CA-410 (Div. CV-A) on behalf of Robert Gober. The complaint alleged that Plaintiff fell and was injured in a parking lot at a Naval Air Station in Jacksonville, Florida, when he tripped in darkness over rubber bumpers that were allegedly not properly stacked. The rubber bumpers had been brought onto the property in connection with a project being performed at the base by Geosyntec. The matter was settled in confidential mediation in 2016.

Resolved Litigation: On February 1, 2018, a fourth-tiered subcontractor filed suit in the 18th Circuit Court for Bay County, Michigan against Geosyntec, its client and the other entities within the contractual chain. The lawsuit alleged the plaintiff had not been paid for work completed. The third-tiered subcontractor filed cross claims alleging it was still owed approximately $63,000 for services rendered. Geosyntec paid all invoices in a timely manner and was indemnified by the second-tier subcontractor. The second-tier subcontractor negotiated a settlement of the claims asserted by the fourth-tier subcontractor, who dismissed its claims against Geosyntec.

Resolved Litigation: On April 22, 2018, a subcontractor filed a complaint in Allegheny County, Pennsylvania to collect approximately $60,000 in disputed fees that Geosyntec was in the midst of negotiating with the subcontractor. The parties negotiated a settlement, and the lawsuit was dismissed.

Resolved Litigation: On May 22, 2019, the estate of Kevin Quintanilla filed a lawsuit against Geosyntec, several other consultants, and the property owner where an accident occurred leading to Mr. Quintanilla's death. The estate alleged the unsafe design of a road caused the accident to occur. The Plaintiff dismissed its claims against Geosyntec after we proved Geosyntec had no connection to the road's design.

Pending Litigation – Negligence and Negligent Misrepresentation – Waterfront Toronto/Savron: Savron is a division of Geosyntec Consultants. After months of exchanging letters, Savron's client, QM asked Savron to stop work and demand Savron refund amounts received. When Savron rejected QM's demand, QM filed a lawsuit on January 4, 2022. Geosyntec filed an Answer and Counterclaim. On June 2, 2022, QM filed a Reply and Defense to Counterclaim. On May 16, 2023, QM sent Geosyntec a Statement of Issues and requested the parties submit the matter to mediation, which occurred on July 31, 2023. The mediation was not successful and Geosyntec has filed a motion seeking permission to amend its counterclaim against QM. (QM, LP v. Geosyntec Consultants International, Inc., Court File No. CV-22- 00674600-00. Filed in Superior Court of Justice, Ontario, Canada.)

Resolved Litigation: A client's insurer pursued a subrogation claim against Applied Technology and Management, Inc. (ATM), a subsidiary of Geosyntec Consultants. Electrical panels needed for the rehabilitation of a marina in Portland, Maine were damaged during an extreme weather event. The insurer claimed ATM's negligence caused the damage and ATM should reimburse the insurer. The matter was resolved through confidential settlement in October of 2023.

Active Litigation: Shortly after a train derailed in East Palestine, Ohio in 2023, Geosyntec Consultants was retained to perform quality checks on remediation efforts associated with cleaning up after the derailment. In February of 2025, Geosyntec, and many other defendants, were named in lawsuits filed by individuals claiming injury due to the derailment. The parties are filing responsive pleadings.

Regarding Defaults, Terminations, or Failures to Complete a Contract

With every scope of work that Geosyntec accepts, the company is committed to completing its obligations. Over the course of a project, numerous intervening factors outside of Geosyntec's influence or control (*i.e.*, lack of funding, change in regulations, change in client goals, etc.) can impact the completion of a project. With the number of projects that Geosyntec takes on every year and number of reasons why a project might not be completed as originally planned, whether due to termination or not, it is not possible to offer a complete or accurate response to this question.

The Clark Partington Story

Our Values

Rooted in our success as a firm are the values for which we stand. The Clark Partington team strives to be good people, not just good lawyers.

Business structure and state of incorporation
Clark Partington is an professional law firm in the State of Florida

Number of years in business
49

Total staff size
60

fDescribe any litigation, major disputes, contract defaults, or liens in the last 10 years
no unresolved issues

History

Fueled by passion and driven to excellence, we are committed to doing the right thing, at the right time, the right way, for every client we serve—and have been for almost 50 years.

Bill Clark, Don Partington, Bob Hart and Chris Hart created the firm in 1976 with the vision of a client-centric business model and fully collaborative internal team. Inspired by the idea that people can do more together than separately, they saw an opportunity to organize differently – with each partner taking ownership not only in the firm, but also of personal responsibility and accountability for delivering the best service to each and every client. In the 1980s, like-minded lawyers Dennis Larry, Bill Bond and Hank Stackhouse joined the original four men, further cementing the firm's core values. The firm grew with a wholehearted commitment to this shared vision and philosophy.

Today, Clark Partington's longevity is evidence of this success. For over four decades, we've passed down knowledge and skill not only of legal matter, but of history and hospitality. Although a lot has changed over the years, the fundamentals of the Clark Partington vision remain the same.

Firm Profile

Impact Campaigns is a strategic communications firm that helps power positive change for communities and causes. We help clients engage stakeholders, educate the public, motivate customers, and influence public opinion.

Over the past 15 years, we have worked on community engagement, corporate marketing, and issue campaigns across the southeastern United States and internationally. These include commercial development projects, master plans for public and private entities, local and statewide issue referenda, and public engagement efforts for local governments, nonprofits, and community associations.

Most recently, we have managed community engagement projects in Tasmania, Australia, and Vancouver, Canada. We have also supported projects with bi- and tri-lingual community engagement efforts, such as the Spanish and Vietnamese communities in the west side of Pensacola, Florida.

Our team's experience in the world of local government, political campaigns, and marketing for nonprofits, real estate developments, and community organizations positions Impact Campaigns as a unique public engagement firm. We combine effective communication techniques with placemaking messaging to craft a compelling civic story that builds awareness, participation, and public dialogue.

We believe that good community decisions happen when citizens are informed, stakeholders are engaged, leaders are transparent, and actively communicating with their constituents.

True public engagement creates a platform and a venue for stakeholders, citizens, and policymakers to have meaningful conversations about public issues. Done correctly, these efforts yield community-based solutions to current challenges, and they build trust and collaboration to support future initiatives.

Our Role

For this project, Impact Campaigns will coordinate, with the project team and the client, the public outreach and engagement efforts to support the planning process.

This includes:

- Stakeholder identification and outreach to identify and connect with citizens, organizations, and businesses affected by the project;
- Project communications including media outreach, digital communications, content development, and promotional campaigns to drive stakeholder participation;

LELAND
CONSULTING GROUP

Exceptional public and private leaders have bold visions for their downtowns, neighborhoods, employment centers, and cities. **Leland Consulting Group** helps to refine and realize those visions. For over 30 years, Leland has been known nationally as a leader in urban planning, public-private partnerships, and real estate strategies. With a focus on public and institutional clients, Leland delivers strategies that leverage real estate to create quality places that enhance communities while meeting the practical and financial needs of developers and property owners. Our values emphasize technical rigor, candid communication, and a passion for implementation.

In more than 250 communities across the country, our strategies have resulted in built projects that immediately improve residents' quality of life: thriving downtowns, bustling shopping districts, inviting neighborhoods, and productive employment centers. As urban strategists, our role is to keep the big picture in sight, while simultaneously providing deep expertise in the strategic, market, financial, and economic elements that make projects possible and successful. We recognize that special and economically viable places result not just from one factor, but from the combination of quality design, supportive markets, developer capacity, and financial strength. During every assignment, we engage the public and private champions essential to rallying support and overcoming obstacles. Leland Consulting Group provides the following services:

- Market Research and Strategies
- Financial Analysis
- Economic Impact Analysis
- Development Conceptualization
- Public-Private Partnership Negotiation and Facilitation
- Economic Development Strategies
- Housing Strategies

Leland Consulting Group (Leland), an Oregon Sub S corporation established in 1989, has over 36 years of experience providing real estate and urban planning services to public and private sector clients across the United States. The firm currently has six employees, and has not been involved in any litigation, major disputes, contract defaults, or liens within the last 10 years.

CONTACT

Chris Zahas, AICP
Managing Principal
Leland Consulting Group
610 SW Alder Street, Suite 1200
Portland, OR 97205
(503) 205-4151
czahas@elandconsulting.com

Eastland Community Vision Plan, Columbus, OH

EXPERIENCE WITH SIMILAR PROJECTS

Our team has consistently and successfully led complex community engagement, community capacity building and redevelopment efforts across the country, making our experiences exceptionally well-suited to serve as the City's advisor for this generational initiative. This role is more than planning; it is about stitching together vision, governance, funding, and delivery—all guided by deep community engagement –to create projects that communities can see, feel, and benefit . Many of these initiatives look much like west neighborhoods of Pensacola: legacy institutions closing or relocating, historically underserved neighborhoods facing reinvestment pressures, and the urgent need to balance affordability, equity, growth, and reinvestment.

The following pages present a curated selection of projects that demonstrate the breadth of expertise across our team members. This is not an exhaustive list, but rather a sample of relevant work where our role as trusted advisor guided communities through complexity toward tangible results. Together, these projects illustrate the skills we will bring to the Pensacola Baptist Hospital redevelopment: deep engagement, creative structuring, public benefits, high quality design, financial strategy, and long-term implementation.

Columbia Parc & Bayou District Revitalization — New Orleans, LA

From devastation to a national model for neighborhood renewal

Bayou District Consulting served as the community quarterback for one of the nation's most comprehensive neighborhood redevelopments. Acting as advisor, convener, and implementer, involving over 60 public engagement meetings, Bayou District Consulting guided planning, partnerships, and funding strategies that transformed 18 blocks into mixed-income housing, schools, health services, and recreation. The project demonstrates how trusted leadership and public-private partnerships can deliver holistic, lasting benefits to residents. *Read more on page 33.*

One Health Innovation District — Indianapolis, IN

Reclaiming the future with research and reconnection

MKSK advised state and local leaders on repositioning a 93-acre brownfield into a health innovation hub. By guiding community engagement, land-use planning, and infrastructure strategy, the team aligned investment from Elanco Animal Health with neighborhood priorities. The result is a transformative plan linking health, equity, and economic development while reconnecting long-divided neighborhoods. *Read more on page 34.*

Reedy River Redevelopment Area & Unity Park — Greenville, SC

Restoring a river, reconnecting a community

As planning and design advisor, MKSK helped Greenville balance flood resilience with equitable community development in historically Black neighborhoods. The work combined district planning, housing strategy, and park design, resulting in Unity Park — a new signature public space that delivers both environmental restoration and community benefit. *Read more on page 37.*

Santa Fe Forward Comprehensive Plan — Santa Fe, NM

A historic city planning for its future

Manjeet Ranu directed Santa Fe's comprehensive plan update and served as owner's representative for a 64-acre redevelopment site. In both roles, he advised city leadership on linking vision, policy, public benefits and infrastructure delivery. The plans will create new pathways for housing attainability, mobility, and economic diversification while respecting historic and cultural context, along with addressing displacement pressures. *Read more on page 40.*

EXPERIENCE WITH SIMILAR PROJECTS

400 Block South Palafox — Pensacola, FL

Revitalizing Pensacola's historic core, one building at a time

SMP Architecture advised on incremental, adaptive reuse that reactivated downtown Pensacola's historic core. Through multiple projects over two decades, the team helped reposition vacant and underutilized properties into a thriving mixed-use block of restaurants, retail, and housing — demonstrating the power of sensitive, phased reinvestment in the local context. *Read more on page 41.*

Hollice T. Williams Stormwater Park — Pensacola, FL

Respecting history, reconnecting a community

Geosyntec, with Impact Campaigns and Jerry Pate Design, advised the City of Pensacola on converting an underutilized and interstate impacted corridor into a stormwater park and community amenity. The team's role included site engineering, funding strategy, equity gap analysis, and community engagement. The outcome is a funded, phased vision that addresses flooding while repairing neighborhood impacts. *Read more on page 42.*

SELA Cultural Center — South Gate, CA

A cultural anchor for an underserved region

As prime consultant, Geosyntec guided site selection, feasibility, and design coordination for a landmark community cultural facility along the LA River within and serving identified equity focused communities of Los Angeles County. Advising on technical, environmental, and program integration, the team positioned the project to merge arts, culture, and resilience. The effort shows how inclusive planning and creative partnerships can create catalytic regional assets. *Read more on page 45.*

Bayou District Consulting has served as the "community quarterback" for one of the nation's most ambitious revitalization efforts. In the aftermath of Hurricane Katrina, the Bayou District Foundation led engagement, planning, financing, partnerships, design, delivery, and ongoing operations that transformed the former St. Bernard Public Housing Development into the Bayou District—a vibrant, mixed-income, mixed-use community. This success inspired a national network of communities working to replicate the Bayou District model, demonstrating its relevance and adaptability across diverse contexts. With a record of aligning housing, health, education, and economic opportunity into a sustainable framework, Bayou District Consulting brings tested expertise that can guide Pensacola in transforming the Baptist Hospital Legacy Campus into a thriving, inclusive, and healthy neighborhood that uplifts both residents and the broader community.

Columbia Parc & Bayou District Revitalization — New Orleans, LA

- **Role of Firm:** Bayou District Consulting LLC's leadership team directed the Bayou District Foundation's role as the "community quarterback" organization, overseeing planning, fundraising, partnership development, and execution of a holistic neighborhood revitalization strategy.
- **Project Manager:** Gerard W. Barousse Jr. (Chairman of the Board, Bayou District Foundation; Principal, Bayou District Consulting LLC). Jacob M. Peters (Executive Director, Bayou District Foundation; Principal, Bayou District Consulting LLC).
- **Other Key Professionals:** Bayou District Foundation staff; Columbia Residential (housing partner); City Park Improvement Association (recreation partner); KIPP New Orleans Schools, Inspire Charter Network, and Educare New Orleans (education partners); St. Thomas Community Health Center (health partner).
- **Project Owner:** Bayou District Foundation, 320 Julia Street New Orleans, LA 70130 Contact: Jacob Peters, Executive Director – 504-701-8342
- **Project Client Information:** Not applicable — owner and client are the same.
- **Project Completion Date:** Phased from 2008 through 2022 (continuing expansion with HealthHub and retail underway).
- **Size of Project:** 18 city blocks redeveloped, including:
    - 685 units of mixed-income housing
    - All site infrastructure
    - 3 schools serving over 2,100 students
    - 1 federally qualified health clinic
    - Bayou Oaks Golf Complex (36 holes, clubhouse, driving range)
    - Upcoming HealthHub and grocery retail complex
- **Cost of Project:** $350+ million total investment leveraged from $20 million in philanthropic capital, combined with NMTC, HTC, public resources, and private financing.

ONE HEALTH INNOVATION DISTRICT

Indianapolis, Indiana

MKSK

Reclaiming the future with research and reconnection

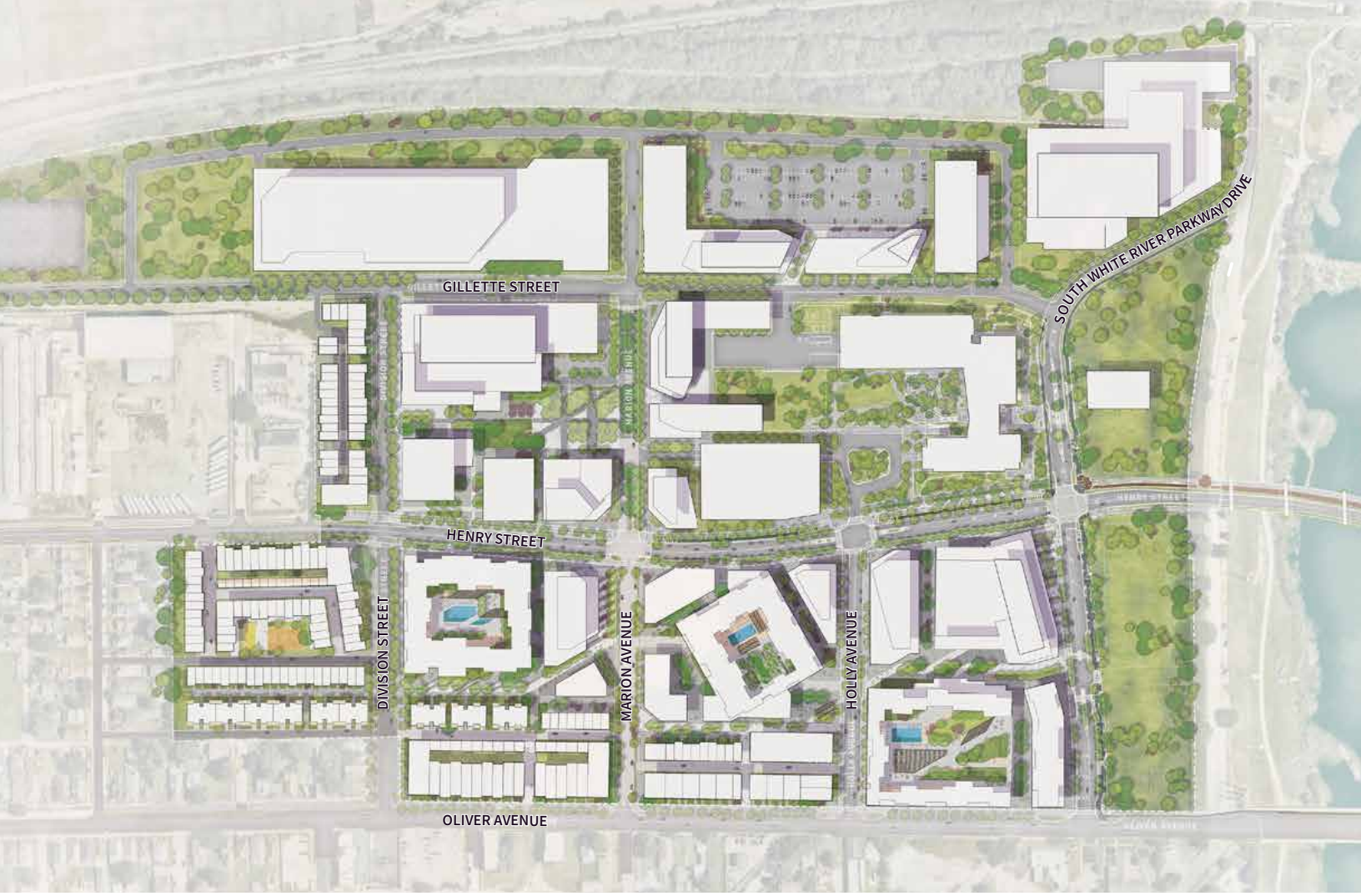
For the first time since its founding, Indianapolis's southwest quadrant is shifting away from industrial pollution along the White River to green networks for living in reciprocal health. This portion of the city, home to the Valley neighborhood, has persisted despite many injustices—railroads severing ties to areas north and west, the devastating flood of 1913 brought on by poor river planning, subsequent redlining and disinvestment, the proliferation of polluting land uses, and the decision to lacerate the neighborhood for I-70. This series of misfortunes followed the flood of 1913, marking the moment when this booming economic hub suddenly became undesirable. Despite this, residents have shown resilience in preserving their community's identity.

Since the former GM Stamping Plant closed its doors in 2011, the Valley neighborhood has sought revitalization for the 93-acre brownfield sight that it adjoins. In 2020, the Indiana Economic Development Corporation (IEDC) purchased the land to create a new city district anchored by Elanco Animal Health, the world's second largest animal health company.

The vision for this district centers on a "One Health" concept: improving the health of humans, animals, and the environment. Key concepts include strengthening the Valley neighborhood and supporting its residents, enhancing the White River, physically and functionally connecting the district to the city core, and attracting new residents and innovative companies who are solving 21st century challenges.

Planning themes include a network of green corridors to link development, open space, and social activity nodes; extending the Indianapolis Cultural Trail, a city landmark, to the front door of the new district; construction of a multi-modal, architecturally significant bridge over the White River; re-routing bus lines to serve the site; enhancing existing trails; building a new grid of city streets with robust bicycle and pedestrian facilities; and re-using the plant's stormwater vault for much of the development's stormwater storage.

OWNER	Indiana Economic Development Corp.	**YEAR COMPLETED**	2024
REPRESENTATIVE	Mark Wasky, Vice President	**SIZE OF PROJECT**	93 acre site
ADDRESS	1 N Capitol Ave, Indianapolis, IN 46204	**KEY PROFESSIONALS**	Jeffrey Pongonis, Principal Chris Hermann, Principal
PHONE	317.417.5258		
EMAIL	MWasky@iedc.IN.gov		



Building from Elanco's investment, other research institutions and health and life science ventures will integrate into a dense urban community alongside new housing, hotels, restaurants, shops, and local businesses, resulting in a district of innovation and collaboration that scales down to existing neighborhood fabric.

The district gathers around a river-focused, civic space, an extension of White River State Park, which exemplifies the ideal of harmony and health being shared by all lives. Anchored by an historic remnant of the Albert Kahn-design GM Stamping Plant, the park honors the community's and region's manufacturing legacy while creating a dynamic year-round civic space. Blending natural and industrial elements, the design features Indiana limestone walls, forested bluffs, native landscape, and event spaces. As the heart of the One Health Innovation District, this gathering place embodies the interconnected well-being of people, animals, and the environment.

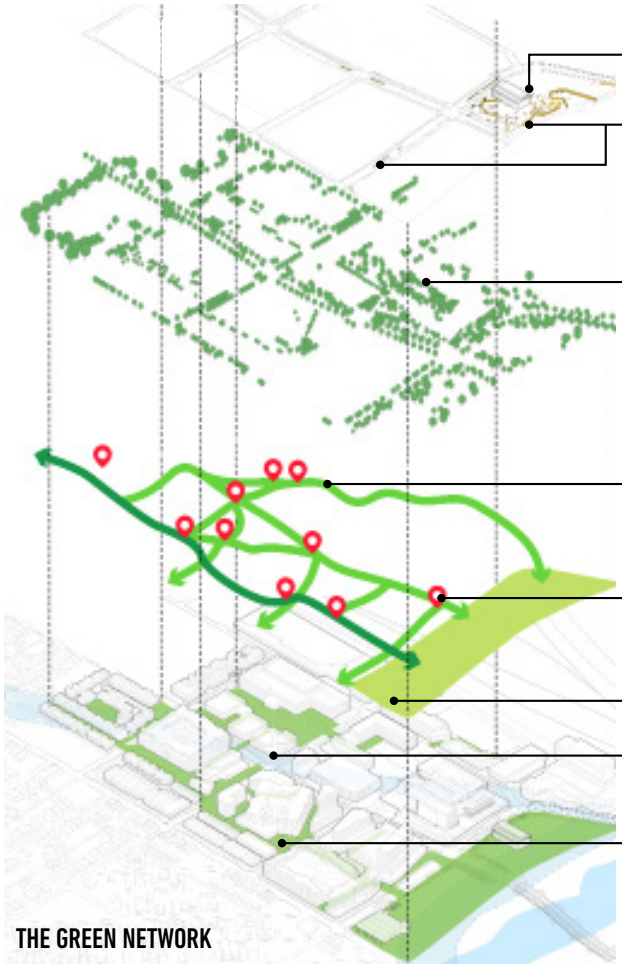
MKSK led all planning efforts for this new district. The plan was a collaboration between the IEDC, City of Indianapolis, Valley Neighborhood, Elanco, and White River State Park Development Commission.

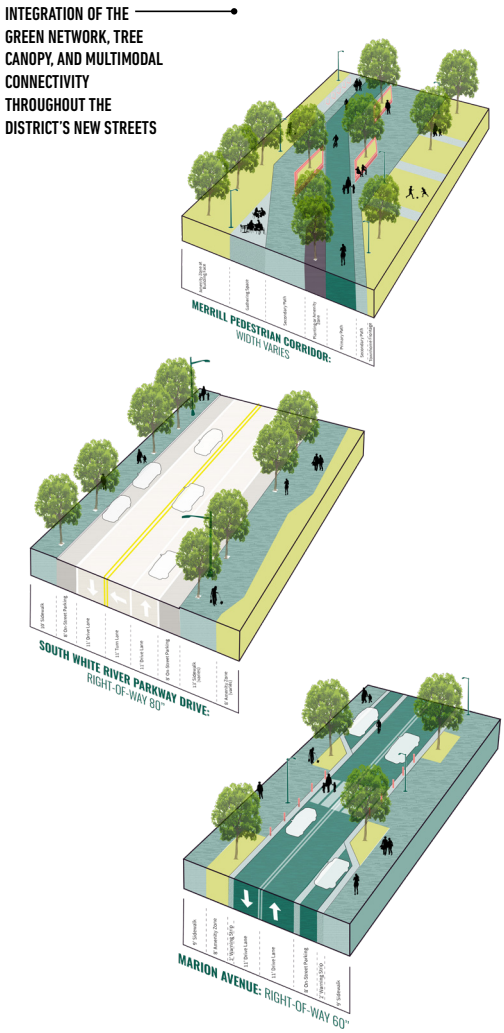
MKSK is involved in bringing master plan components to life in design and documentation of public infrastructure and park projects. Built works projects underway include:

- Redesign of historic White River Parkway, a part of the Kessler Parks and Boulevards Plan for Indianapolis (1909)
- Henry Street, the primary east to west connection with downtown, featuring a new bridge over the White River
- White River State Park Expansion, part of a planned 15+ acre public space for gathering and recreation along White River.

ONE HEALTH INNOVATION DISTRICT

Indianapolis, Indiana





ONE HEALTH INNOVATION DISTRICT

Indianapolis, Indiana

Awards:

- **2022 ENR Best Project, Landscape/Urban Development**
- **2022 March of Dimes Project of the Year**

REEDY RIVER REDEVELOPMENT AREA & UNITY PARK

Greenville, South Carolina

MKSK

Restoration + resilience = community

Recognizing the important relationship between park planning and community development, MKSK and the City of Greenville have partnered since 2015 on an innovative approach to equitable development and public space planning on the west side of Greenville, South Carolina. The Reedy River Redevelopment Area (RRRA) is a 350-acre district in the historically African American neighborhoods of Southernside and West Greenville and is centered around the Reedy River. In a proactive approach to planning for flood hazards, real estate market pressures, and the needs of daily urban living, MKSK prepared a district plan for parks and open space in the Reedy River floodplain and an affordable housing and equitable development plan for the neighborhoods surrounding the river and future park. This comprehensive approach to parks and community planning provided the foundation for social and environmental equity in the culturally-rich neighborhoods west of downtown Greenville and also provided a model for urban floodplain management and green infrastructure.

Building on the district planning effort that launched in 2016, MKSK has continued to assist the City and greater Greenville community in the development of this vision with the creation of a Community Character Code (form-based code) an affordable housing strategy, and development planning for the district.

In 2017, MKSK was further engaged by the City of Greenville to design a signature city park in the center of the Reedy River Redevelopment Area (Unity Park). The central component of the Unity Park design is the restoration of the Reedy River. Over 95% of the park area is within the 100-year floodplain of the Reedy River and this highly urbanized reach of the river has seen significant degradation from decades of industrial development and rail operations. With the recent acquisition and demolition of flood prone industrial properties through City and FEMA resources, the opportunity to create a healthier river environment through the development of Unity Park was a universal desire identified through the community-driven park planning process. To reconnect this incised stretch of the Reedy River with its floodplain, restoration has included the benching of the riverbank to reduce flood velocities and allow the settling of sediment as floodwaters slowly recede. With a nearly 50% reduction in impervious area from the park's pre-development condition and significant terrestrial habitat improvements including standing snags, habitat logs, and the widening of the re-forested riparian buffer, the Reedy River corridor is positioned for greatly improved ecological health and water quality.

OWNER	City of Greenville	**YEAR COMPLETED**	2022, Ongoing
REPRESENTATIVE	Jeff Waters, Sr. Capital Projects Mgr.	**SIZE OF PROJECT**	350 acre site
ADDRESS	206 S Main Street, Greenville, SC 29602	**KEY PROFESSIONALS**	Luis Calvo, Associate Principal
PHONE	jwaters@ greenvillesc.gov		
EMAIL	864.467.4079		

The first phase of Unity Park was completed in 2022 and included the restoration of the Reedy River, 1.3 miles of trail development, a critical segment of the beloved Swamp Rabbit Trail system, a 1.5 acre nature-based play environment, interactive water feature, 5 acres of open space, and two new pedestrian bridges across the Reedy River. In 2023, the second phase of the park was completed and features the restoration of wooded wetlands on the north side of the park, with boardwalks and an outdoor classroom. MKSK is currently assisting the City of Greenville with the implementation of an observation tower scheduled for completion in 2025.

A history of devastating floods and a future of resilient riverfront park space

The Reedy River, at the geographic heart of Unity Park, provides the connective tissue linking Greenville's westside neighborhoods and downtown attractions, serves as the core scenic amenity of the park, and is an invaluable natural asset to be protected. The restoration of the Reedy River, its tributaries and the surrounding wetlands is a central component of the Unity Park improvements. Through in-channel work (benching of the active floodplain), riparian improvements (widening and restoring the stream buffer) and the careful restoration of open channels and wetlands, Unity Park, completed in 2022, showcases a healthier river corridor, improved terrestrial and aquatic habitat, proven measures to quickly recover from flood events, and a signature recreational and educational asset for the community.

In addition to the restoration of the Reedy River, the design of Unity Park included considerations for withstanding the hazards associated with flooding events and for recovering quickly after such events. Examples of these considerations included the elevation of critical infrastructure and amenities on to higher ground, engineered soils to allow for rapid infiltration of stormwater into the soil profile, subtle contouring of the landscape to provide retreat routes for receding floodwaters, elevated splice connections for lighting and electrical infrastructure, non-painted finishes for site furnishings, and the anchoring of in-channel habitat features to withstand high velocity flows.

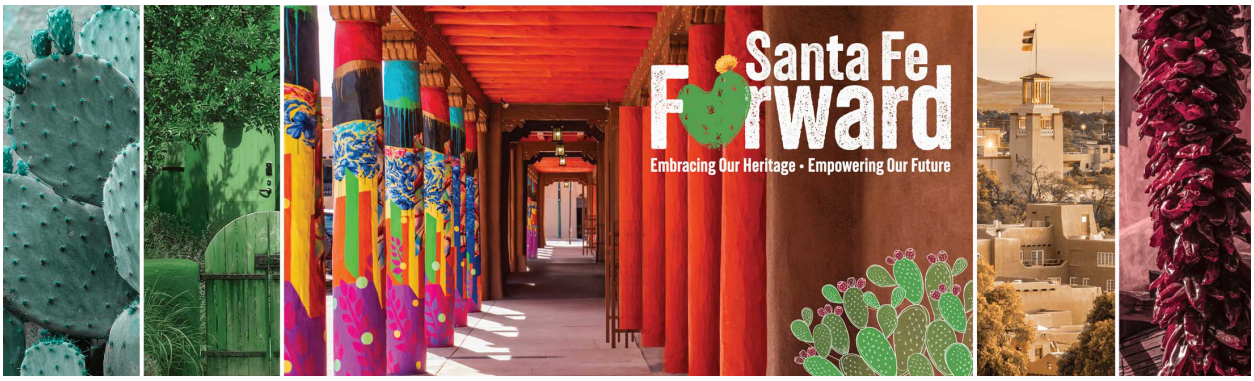
On January 4, 2023, the Greenville area received significant precipitation which resulted in an 8 foot rise of the Reedy River. Nearly 1/3 of Unity Park was inundated by floodwaters. Within 24 hours of the peak flood, the waters had receded from the park into the river channel and Unity Park was fully open and fully utilized by the public. Through the rigorous design and engineering of features to improve the ability of park to withstand and quickly recover from flood events (and the prompt response of Greenville's park maintenance crews), the resilience of Unity Park was tested twice with significant flooding in the first two years of operation and performed successfully.

REEDY RIVER REDEVELOPMENT AREA & UNITY PARK

Greenville, South Carolina

City of Santa Fe, New Mexico:

Concurrent Planning and Project Development by Manjeet Ranu



Project director for this historic and culturally significant capital city's update of its General (Comprehensive/Master) Plan. The approach taken shortens the delivery time while maintaining a robust engagement program backed by an innovative digital platform. The plan will position Santa Fe to diversify its economy, increase housing attainability and broaden mobility. Key features of this plan are the methodologies used to identify equity focused communities, areas at risk of displacement and a parcel availability inventory. A Community Partners Program has organized and activated participation by underrepresented cohorts while a user-friendly public engagement platform has generated thousands of public comments.

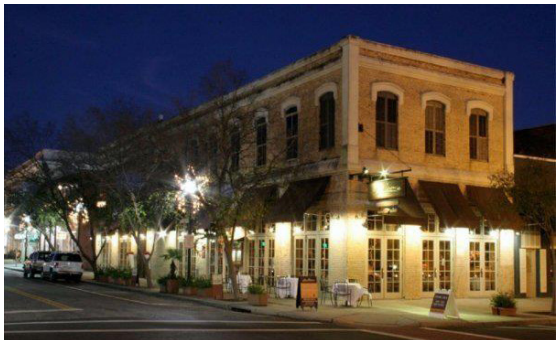
MIDTOWN
THE CENTER OF SANTA FE

Provided owner's representative services for the City to prepare an implementation program to plan, design, fund and deliver infrastructure to realize the vision for this 64-acre mixed use community center, which is a redevelopment of a closed college campus on a one-time military installation. A remarkable opportunity in the center of this ancient capital city nonetheless presented significant challenges to solve. The master plan strongly prioritized many kinds of public benefits to be delivered at the earliest phase. An infrastructure design and delivery plan was identified as the crucial step to de-risk the project, attracting development interest and prioritizing public benefits sites.

400 BLOCK S PALAFOX

PROJECT TYPE Mixed-use
STATUS Completed 1999-2018
LOCATION Pensacola, FL
PROJECT SIZE 40,000 SF
PROJECT COST $15M

Encouraging entrepreneurship, one block at a time



Located in the heart of Pensacola's historic downtown district, the 400 block of South Palafox has undergone a multi-decade chapter of incremental redevelopment, historic restoration, and adaptive re-use. SMP Architecture has been the architect of record for 8 of the 9 buildings that define the streetscape of this city block. The renaissance began in 1999, when a high visibility corner masonry building was purchased and renovated for the mixed-use occupancy of Jackson's Steakhouse, a fine dining restaurant, as well as two condominium residences on the 2nd level. Following the completion of Jackson's, SMP was awarded a commission within the same block to renovate an abandoned building for ground floor retail and 2nd floor residential use. These initial adaptive re-use projects helped establish a trend for the block's significant transformation from Year 2010 to 2018 when Rishy and Quint Studer commissioned SMP Architecture to adapt numerous historic warehouse buildings for occupancy by food and beverage establishments, Bodacious Shops, Carmen's, Nom, Bubba's Sweet Shop and retailers Susan Campbell Jewelry, The South Outfitters, and Pure Pilates. SMP Architecture also designed The Artisan, a 2nd floor residential project that overlooks the 400 block of S. Palafox.

AWARDS

Jackson's Building - Silver Award, AIA Florida Northwest, 2003

HOLLICE T WILLIAMS STORMWATER PARK

Pensacola, FL

Role of Firm: Prime

Respecting history, reconnecting a community

The Hollice T. Williams Stormwater Park (Site) is a 1.3-mile, underutilized green space that lies beneath an elevated portion of Interstate I-110 located immediately north of downtown Pensacola, Florida. The Site encompasses two major spaces: the existing linear Hollice T. Williams Park and the existing Long Hollow Stormwater Pond and surrounding commercial buildings. The Site is currently zoned IC (Interstate Corridor) with C-3 Commercial zoned parcels to the west and one- and two-family residential corridors to the east.

Project Owner: City of Pensacola
Brad Hiaote, PE, City Engineer
222 West Main St.
Pensacola, FL 32502
850.435.1685
bradhiaote@cityofpensacola.com

Project Client:
Same as above

Services Provided:
- ✓ Site-Civil Engineering
- ✓ Grant Writing & Funding Assistance
- ✓ Community Engagement
- ✓ Stormwater Engineering
- ✓ Water Quality Improvements
- ✓ Cultural Resource Assessment
- ✓ Pump Station Design
- ✓ Park Visioning & Programming
- ✓ Equity Gap Analysis
- ✓ Sediment Analysis

Key Personnel/Roles:
Katie Fox, PE, Project Manager
Amy Dzialowski, Environmental Assessment & Grant Coordinator
Travis Peterson, Impact Campaigns & Community Engagement

Size of Project (Square Footage Construction): $6M Design, 60 Acres

Cost of Project (Construction Cost): $20M

Current Site facilities include the Cecil T. Hunter Pool, the recently completed Blake Doyle Skate Park, a gazebo/pavilion, basketball courts, tennis courts, the Pensacola Police Department, the non-profit Loaves and Fishes and United Ministries buildings, and a community garden.

The Hollice T. Williams Stormwater Park provides an extraordinary opportunity to create a multipurpose public space in the heart of the City to address flooding and water quality improvements; provide recreational, historical, and cultural experiences; revitalize an urban corridor; and reconnect the community that was lost, isolated, and displaced by the construction of I-110. In addition to the HTW Stormwater Park, the project includes upgrades to the existing Long Hollow Stormwater Pond, requiring parcel acquisitions with the intent of expanding the pond footprint, promoting economic development, and community accessibility.

Project objectives include creating an iconic, award-winning, visionary, environmentally innovative, and equitably focused design for the park that will serve as a destination for tourists and residents, and repair impacts incurred by minority communities. Park programming included extensive community engagement and park visioning through an iterative planning and design process, with initial design efforts focused on flood reduction and water quality improvements. Subsequent design phases included

detailed park programming and recreational design to be implemented as the City secures additional construction funding through grants, fundraising, or other efforts.

Data Collection - Geosyntec conducted topographic, archeological, geotechnical, and environmental surveys of the Site. A regulatory review was also performed to ensure compliance with the constantly changing legal landscape.

Grant Writing, Funding, and Coordination – Geosyntec has assisted the City in writing the grants and securing the following federal and state funding for the project:

- Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Grant – Approximately $25M for the total project cost, including the City's administrative cost, land acquisition, soft costs, and an estimated construction budget of $17.6M.
- Natural Resource Damage Assessment Grant – Approximately $5M.
- TA Grant: FDOT – Transportation Alternatives Set Aside Grant, approximately $1.2M for a trail system.

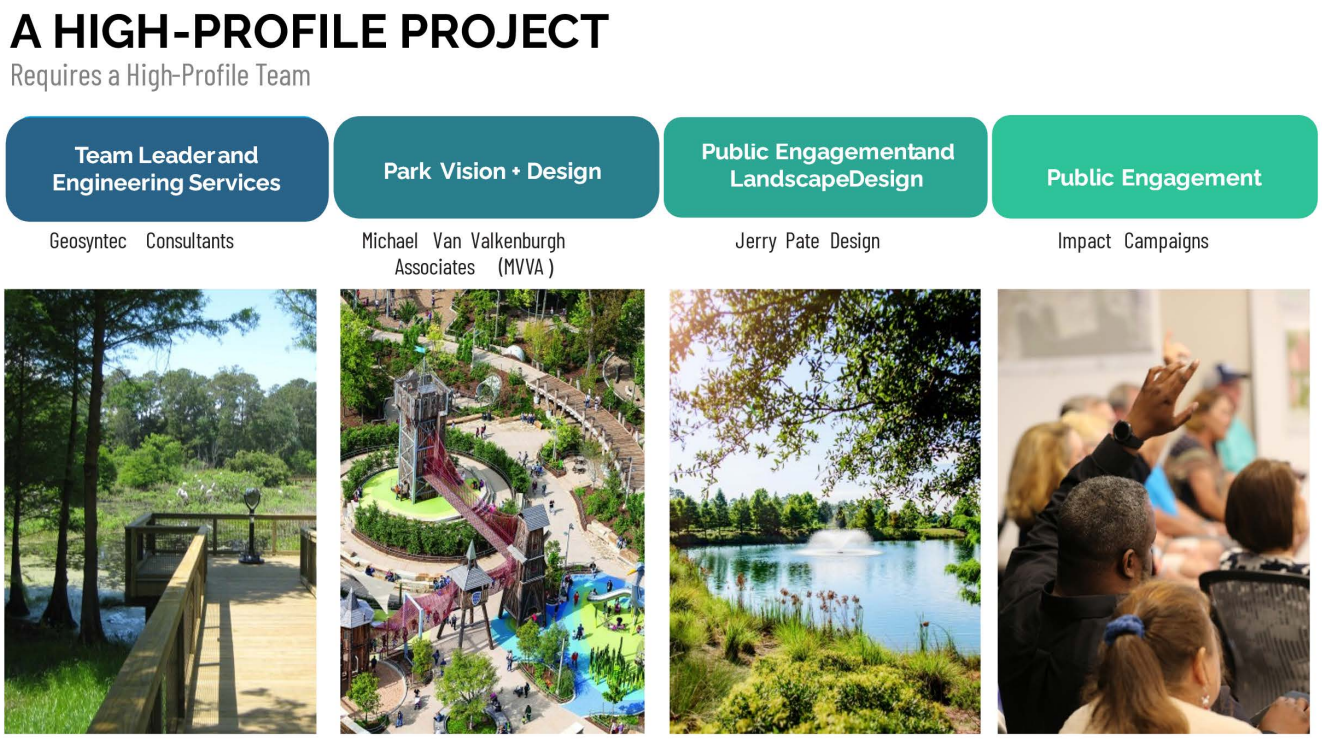
Geosyntec performed an equity gap analysis necessary to support these grant programs to advance community-centered transportation connection projects, with a priority for projects that benefit low-capacity communities. Economic analysis required in preparing a U.S. Department of Transportation Reconnecting Communities Pilot program application prioritized demonstration of Equity and Justice40 (i.e., will benefit economically disadvantaged communities); access; facility suitability; community engagement, and community-based stewardship, management, and partnerships; equitable development; climate change mitigation and/or adaptation and resilience; workforce development and economic opportunity; and planning integration.

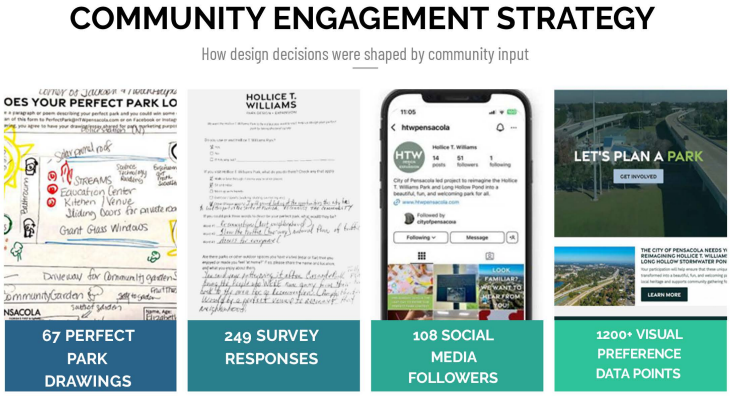
Community Engagement - To gain public stakeholder awareness and support, Geosyntec held three (3) public engagement meetings, along with dozens of small-group meetings, workshops, and neighborhood updates. Through the use of traditional media such as direct mail, radio advertising, newspaper coverage, church outreach, and a comprehensive digital outreach campaign, we generated thousands of data points and website visitors, hundreds of in-person participants at events and workshops, and dozens of youth engagements through various outreach efforts.

Engineering Design - Civil and stormwater design components include construction of stormwater infrastructure and facilities to assist in flood mitigation, in addition to design to support passive and active recreational facilities. The project includes construction of a comprehensive stormwater management system which includes (a) replacement of damaged conveyance lines, (b) installation of new stormwater infrastructure (i.e. inlets, culverts, conveyance channels, detention/retention facilities, etc.), (c) expansion of the existing Long Hollow Stormwater Pond, (d) construction of a new underground detention, (e) installation of pollutant loading reduction features (natural and/or artificial filtration measures, green infrastructure, etc.), and (f) creating and/or expanding existing ditches and conveyance connectors to the City's existing stormwater infrastructure. The existing Long Hollow Pond ranges in depth from two (2) to five (5) feet, and the water surface encompasses an area of approximately 8 acres. The expansion of Long Hollow Pond will include excavation of the pond to a depth of up to 15 feet and a footprint of 13 acres to provide an opportunity for additional pond capacity to manage stormwater runoff from the watershed during rain events and improve water quality. A pump station was designed to facilitate pond pre-emptive drawdown to enhance stormwater storage potential and flood reduction.

Park Amenities and Landscape Architecture - Geosyntec worked closely with the City and Michael Van Valkenburgh Associates to design an aesthetically pleasing, innovative, and multipurpose solution for the community. The project incorporates landscaping, hardscaping, paving, and utility infrastructure to support the overall objective of improving stormwater management and quality within the project area. The stormwater retention areas within the park are designed to be used as passive recreational areas during dry conditions. The park itself, as well as buildings and facilities, are being designed with robust community input.

Notable Accomplishments - Geosyntec is assisting the City in transforming an underutilized park into a community space that sustainably reduces flooding, provides water quality improvements, and helps revitalize a culturally historic and underserved neighborhood. Key accomplishments to date include property acquisition support, grant writing and securing of project funding streams, robust community engagement and park visioning, and engineering design of multiple park infrastructure and stormwater infrastructure improvements.





SOUTHEAST LA (SELA) CULTURAL CENTER

South Gate, CA

Role of Firm: Prime

The San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (RMC), in partnership with the Los Angeles County Flood Control District, is developing a project for a Community Cultural Center in Southeast Los Angeles (SELA) near the City of South Gate, California. The SELA Cultural Center is envisioned as a multi-arts facility that weaves together world-class design and high-caliber programming from across Los Angeles County with the vibrant culture of the surrounding community. The LA River adjacent to the SELA Cultural Center will support and showcase the Southeast Los Angeles community and provide a permanent place for the community to gather in creative expression.

Project Owner: San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy
Mark Stanley
100 N. Old San Gabriel Rd.
Azusa, CA 91702
000-000-0000
mstanley@rmc.ca.gov

Project Client:
Same as above

Services Provided:
- ✓ Design & Urban Planning
- ✓ Geotechnical Engineering
- ✓ Civil Design
- ✓ Stormwater Management & LID
- ✓ Hydrology & Hydraulics
- ✓ Environmental Engineering
- ✓ Traffic & Access
- ✓ Permitting & Environmental Clearances
- ✓ Community Engagement & Outreach
- ✓ Cost Estimating

Key Personnel/Roles:
Mark Hanna, Project Director
Robert Bruce, PE, Project Manager

Size of Project (Square Footage Construction):

Cost of Project (Construction Cost):

The SELA Cultural Center was identified by Lower LA River planning efforts and will be located at a prominent site near the Rio Hondo Confluence. The site is currently occupied by the Los Angeles County Flood Control District and covers an area of about 10 acres. The site is adjacent to the LA River in an area with high community need for arts and culture programming, in addition to enhanced park and open space. The project is currently in design and will integrate stormwater capture and reuse best practices with enhanced open space and connectivity to the LA River, while providing cultural arts programming and educational opportunities to the underserved SELA communities. The current building program includes about 85,00 square feet of buildings to house music, visual arts, and community programs together with about 350,000 square feet of plazas, landscaping, roads, and parking. Geosyntec is part of a team that includes OLIN for landscape architecture and urban design, Gehry Partners for architecture, MKA for structural engineering, and other building specialists. Geosyntec's involvement started with site selection and feasibility studies.

ADMIRAL'S ROW

PROJECT TYPE Multifamily Residential | Urban Infill Development
STATUS Completed 2025
LOCATION Pensacola, FL
PROJECT SIZE 47,000 sq. ft. / 17 residences

Admiral's Row is a three-building development located on Palafox Pier, with frontage on South Palafox Street to the east and water frontage on Baylen Slip to the west. (7) 3-story townhomes line South Palafox Street, completing the urban street wall and enhancing the pedestrian experience on Palafox Pier. An adjacent 3-story structure, consisting of 2 residential flats, defines an entry plaza. The plaza opens up to a taller structure with 9 residential flats featuring views of Baylen Slip and Maritime Park. The architecture draws inspiration from the vernacular Palafox Street arcades and the historic maritime warehouses east of the site.

UNION PUBLIC HOUSE

PROJECT TYPE Restaurant
STATUS Completed 2023
LOCATION Pensacola, FL
PROJECT SIZE 5,800 SF

Rewarded with a deep multi-century history of load bearing masonry buildings, Pensacola attracts visitors that seek the vibrancy that characterizes urban renewal success stories spanning our country coast to coast. Unfortunately, numerous historic buildings were razed for widening of roadways or replaced with parking lots. Located on a corner parcel that serves as a gateway to Pensacola's recently established East Garden District, the building is an architectural representation of the native Pensacolian, London-trained chef/proprietor who is known for blending traditional Southern comfort food with unique culinary twists. The building exterior humbly projects a building vernacular that can co-exist with numerous historic mercantile buildings that populate the city's 20 acre Downtown Historic District. Vertical dimensions to top of parapet, large windows with mullions, as well as the rhythm of cast iron columns that define a covered seating arcade are incorporated to recall, yet not replicate, the former building on the site. Upon entering the building through the E. Garden Street, the patron is greeted with shimmering reflective tile surfaces that serve as a backdrop to industrial aesthetic honesty and functionality. Seating suggests a more casual dining experience with numerous options to glide into a linear banquette at the bar or enjoy a more intimate conversation within a booth setting.

One Health Innovation District, Indianapolis, IN

2025 APA-IN Hoosier Planning Award for Outstanding Best Practice

DELIVERY APPROACH

PROJECT UNDERSTANDING

The legacy Baptist Hospital campus included a main hospital and a constellation of supporting services that largely closed and relocated in 2023. Demolition is scheduled to be completed in 2027. A few service providers remain, notably Lifeview, a behavioral health provider and family services provider. It is debatable whether the campus benefited the surrounding neighborhood when it was in operation or mostly resulted in impacts to it.

The surrounding neighborhood is predominately single-family housing and a significant number of vacant lots, with a nearby, older affordable housing neighborhood. ECAT provides bus transit to the campus. Bicycling facilities are essentially nonexistent. Street sidewalks, where present and in good condition, represent the only pedestrian infrastructure. The irregular boundary between the City and Escambia County is close to the campus.

The area around the campus is generally lower income with a higher population of Black residents. Public and private reinvestment in Pensacola overall has caused concerns about displacement in the local community, questioning how they can benefit from change in West Pensacola. The North Hill and Belmont-DeVilliers neighborhoods to the east of A Street have already experienced significant change and are markedly different socio-economically, with a notably different building stock than west of A Street.

The City and Baptist Hospital have an agreement to transfer properties and some funding has been committed from a variety of sources. However, the full redevelopment of the site and integrating it with the surrounding community necessitates public-private partnerships and appropriate risk allocation. Multiple engagement and planning initiatives have been undertaken over the years, including the recent 2025 Westside Redevelopment Plan update and citywide Strive to Thrive, 10-year Strategic Plan. With market forces underway including public sector planning initiatives and a public-private partnership intervention proposed to redevelop the campus, a comprehensive planning effort is needed that focuses on a common vision with feasible and achievable goals for the area.

Program Goal

Several years of public discussion and this procurement have established initial goals for what will be a program of many projects to implement over a likely 10- to 15-year buildout period. The bottom line goal of this program is to feasibly redevelop the legacy Baptist Hospital legacy campus into a mixed income, mixed use, people first neighborhood with social, health, economic and environmental benefits that is connected, contributing and uplifting to the surrounding community. Redevelopment should be approached with emphasis on preserving neighborhood character while minimizing potential for residential displacement. A trusted team with deep expertise gained from local, regional and national experiences is needed to guide this transformational initiative to benefit current and future generations, which can serve as a national model for community and infrastructure development through partnerships.

Engagement

This laudable goal will be guided and validated through a meaningful public engagement effort. Our community and stakeholder engagement activities will coordinate the visioning, goal setting, planning, project development, funding/financing, design, phased delivery and operations/maintenance steps of this community and infrastructure development initiative. Those first three steps—vision, goals and plan—are often underestimated in complexity and controversy. These are the steps where different ideas and priorities of many different stakeholders must be thoughtfully guided through process, informed by engagement and technical work to enable the final decision-makers to establish the preferred plan, with its vision and goals. Transparent and responsive engagement that considers both the immediate surrounding community and the broader region is needed to achieve goals at both scales and establish lasting partnerships.

DELIVERY APPROACH

DELIVERY APPROACH

Community Capacity Building

The City and its Community Redevelopment Agency seek, and the community wants, the outcome of this program to be beneficial to the immediately surrounding community as well as the city and region overall. Significant displacement of existing, surrounding residents resulting from escalating housing costs, property taxes and property repositioning is to be mitigated. However, displacement is a valid concern. Moreover, this program must do more than maintain the status quo beyond the site boundaries. It must provide direct and indirect benefits to build capacity in the community, uplifting it in the process for those who want greater access to opportunities. To achieve this, it may also necessitate interventions and incentives offsite to enable integration, not separation between the community and the site.

Public-Private Partnership Delivery

This complex, long-term program assuredly needs to be delivered through the right combination of public and private partnerships, which are likely to evolve over time based on opportunities and needs. The partnerships include funding, financing, delivery and program operations. A market study is needed to provide a baseline for assessing what is possible without any public sector support and disclosing gaps that will require support. The first gap is already known; the site needs substantial funding for demolition, as that cost cannot be borne by the market as a prerequisite to development for the foreseeable future. A full site assessment is also needed to provide a baseline for needs such as infrastructure. The vision, goal setting and planning process will also identify market-based versus public support plan opportunities and needs, allowing for appropriate risk allocation. Assigning risk—responsibilities—is a crucial step toward accelerated program delivery. A creative and strategic funding and financing toolkit involving public and private capital stacks based on risk allocation is needed to remove uncertainty, so the focus can be on accelerated delivery. A developer advisor team that has this expertise is needed to provide the roadmap and guide following and calibrating it—our team.

Our team is intrigued with the potential to make connections to promote access to opportunities.

DELIVERY APPROACH

Transparency and Performance

Trust is built from demonstrating responsiveness, transparency and reporting on progress or problems. Building the partnerships to build trust accelerates building the plan, attaining the vision and achieving goals. Performance measures need to be developed to monitor progress and allow for inevitable calibrations over long-term implementation and operations. This also makes clear lead, support and partner responsibilities and compliance with agreements. These performance measures are also critical to the delivery methods chosen for infrastructure; disposition and development; operations; and service provider partnerships. Our team knows how to begin with this end in mind and has the capabilities to build a program management dashboard to simplify complexity so the focus in on results.

APPROACH

Transparent and Tailored Engagement

We want to learn from the local and regional community, along with stakeholders and partners, while using their time wisely, thus our approach to engagement mixes personal, digital and partnership tactics linked to the process. A novel feature of our approach is to utilize a Community and Partners Program (CPP). This program involves identifying eligible community groups or individuals that are networked with and trusted by generally underrepresented groups. This increases engagement by many of the various groups that the public benefits and general welfare goals of this redevelopment initiative seek to achieve. Similarly, potential service provider partners would be included in parallel. In return for asking community groups and provider partners to participate, a modest monetary stipend could be provided. For broad and general engagement, casual open houses, digital engagement and communications platforms would be utilized. Because of our team's deep knowledge of the community and its networks, social media would be effectively targeted.

Purposeful Process

A stepwise process that integrates engagement, technical work, and policy making with decision-making at key milestones provides the transparency and predictability needed to achieve a preferred plan, with an ongoing program management owner's representative role during phased implementation. This structure allows for responsiveness, creativity and importantly, forward progress. At the end of each step is a stage gate check-in at a joint meeting of the Planning Board, Community Redevelopment Agency and City Council to report on findings and recommendations to obtain feedback. This supports alignment and momentum while being transparent to build trust. Included in our approach to the process is an organizational conflict of interest management plan, which is in recognition of this being a progressive public-private partnership initiative. When a potential opportunity arises for a member of this team to lead or participate in implementing a portion of the project, the terms of that engagement will be clearly identified. This encourages progressing the public-private partnership transparently and appropriate sharing of risk.

A Holistic Plan

This initiative involves three spatial scales: the campus redevelopment site, the immediately surrounding communities and the greater Pensacola region. These distinctions are important for right sizing the level of effort and focus of this initiative, while ensuring all three scales are well-integrated. Regions that uplift all existing and future residents and business are more economically prosperous, socially healthy, environmentally sustainable and resilient. Therefore, our approach to this plan is holistic, encompassing policy, design, infrastructure, programming and services. Because there are always differing ideas about the best vision, goals, policies and plan for an initiative, our approach involves preparing alternatives. Quantitatively and qualitatively evaluating alternatives through the public processes illustrates different potential outcomes and tradeoffs, which facilitates consensus-building and decision-making.

DELIVERY APPROACH

Funding, Financing, and Delivery

This initiative involves three spatial scales: the campus redevelopment site, the immediately surrounding communities and the greater Pensacola region. These distinctions are important for right sizing the level of effort and focus of this initiative, while ensuring all three scales are well-integrated. Regions that uplift all existing and future residents and business are more economically prosperous, socially healthy, environmentally sustainable and resilient. Therefore, our approach to this plan is holistic, encompassing policy, design, infrastructure, programming and services. Because there are always differing ideas about the best vision, goals, policies and plan for an initiative, our approach involves preparing alternatives. Quantitatively and qualitatively evaluating alternatives through the public processes illustrates different potential outcomes and tradeoffs, which facilitates consensus-building and decision-making.

Digital Intelligence, Transparency, and Accountability

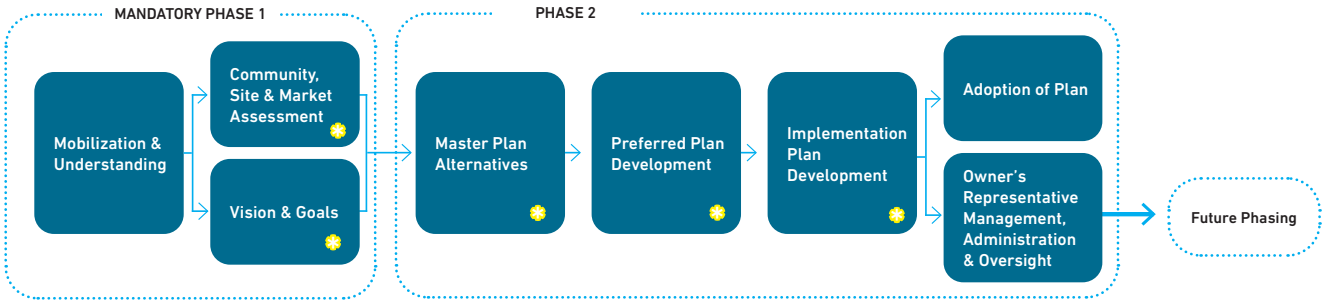
Managing and monitoring the long-term program of projects that result from undertaking this initiative involves developing and administering a comprehensive reporting and compliance infrastructure. Our approach is to start developing these vital tools from the beginning that are used during the master planning process, then carried into implementation as part of a subsequent owner's representative program management phase. A GIS for spatial intelligence is a value-add to support visualization and analytics. The GIS will also be available to support ongoing operations and maintenance of the campus redevelopment. Performance measures will be developed and tied to the program goals. These will be incorporated into a digital dashboard to streamline administration and compliance, building trust through transparency. Moreover, the dashboard coupled with the GIS supports marketing the site by making information accessible and actionable.

OVERVIEW

This table provides an overview of the process steps and three parallel lanes of tasks that comprise the scope of work for this initiative. A detailed scope of work follows the table. This process is one method for undertaking the initiative. Our team is flexible and prepared to collaborate with City staff on the approach and level of effort it desires. As your advisor, our experience demonstrates that the process and tasks we have laid out below can achieve the success sought by the City, together with the community, stakeholders and partners.

Alternatively, another approach to this comprehensive scope of work is task-order based, using this contract akin to a master services agreement. This give the City flexibility to choose from the expertises our team offers, as needs and opportunities arise. Each task order would define the scope of work, schedule, deliverables and fee. The way our team is assembled allows the City to scale from basic advisory support up to complex technical work and hands-on engagement.

We have laid out a structured, stepwise process for deploying these services. Regardless of whether a comprehensive, methodical approach is taken, as we have laid out, or one that is more incremental and opportunistic, we recommend undertaking the first three service packages together as an initial phase of effort. These first three packages are foundational to charting a path forward.



Community Open House

SERVICE PACKAGES OVERVIEW

Service Package	Engagement	Technical	Readiness
Mobilization & Understanding	Conduct kickoff meeting with project team Prepare Public Engagement and Communications Plan Establish digital and social media platforms Review previous plans, Vision document, etc.	Prepare program management plan, including charter Establish SharePoint site Establish GIS Prepare up to five, brief case studies Review and report on existing plans, studies and agreements	Identify funding and financing toolkit Identify delivery method options Identify disposition options Identify procurement method options Prepare initial risk registry Joint Stage Gate Meeting #1
Community, Site & Market Assessment	Market sounding #1 Launch Community and Partners Program Launch digital and social media platforms Open house #1 with virtual reality site visit of Bayou District	Prepare site assessment, including of surrounding community Prepare market study Prepare draft assessment report Finalize assessment report	Refine funding and financing toolkit Refine delivery method options Refine disposition options Refine procurement method options Update risk registry Joint Stage Gate Meeting #2
Vision & Goals	Internal charrette #1 Community and Partners Program convening #1 Open house #2	Draft mission, vision and goals Finalize mission, vision and goals	Update risk registry Initial developer and partner interest list Joint Stage Gate Meeting #3
Master Plan Alternatives	Internal charrette #2 Market sounding #2 Community and Partners Program convening #2 Open house #3	Draft three alternatives Refine alternatives Conceptual engineering for each alternative Prepare rough order of magnitude cost estimate for each alternative Prepare quantitative and qualitative assessment of alternatives	Refine funding and financing toolkit Refine delivery method options Refine disposition options Refine procurement method options Update risk registry Joint Stage Gate Meeting #4
Preferred Plan Development	Internal charrette #3 Community and Partners Program convening #3 Open House #4	Draft preferred master plan Refine master plan Conceptual engineering of preferred master plan Prepare outline of master plan document Prepare administrative draft master plan document Prepare public review master plan document	Prepare pro forma model Update risk registry Update developer and partner interest list Joint Stage Gate Meeting #5

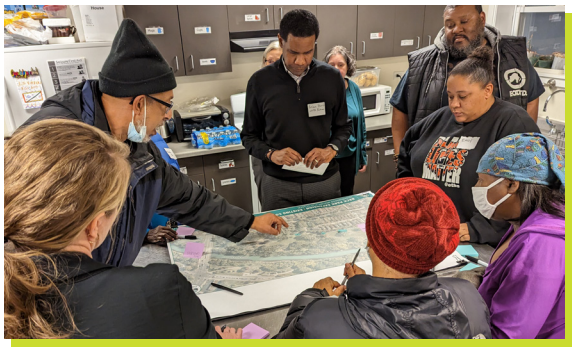
SERVICE PACKAGES OVERVIEW

Service Package	Engagement	Technical	Readiness
Implementation Plan Development	Internal charrette #4 Market sounding #3 Community and Partners Program convening #4 Open House #5 City organization implementation workshop #1	Prepare implementation plan outline Prepare administrative draft implementation plan Prepare public review draft implementation plan Draft performance measures Final performance measures	Update risk registry and allocation of risk Prepare final delivery methods Prepare final disposition strategy Prepare final funding and financing plan Prepare acceleration actions Joint Stage Gate Meeting #6
Adoption of Plan	City organization implementation workshop #2	Prepare public hearings materials	Update risk registry Update developer and partner interest list Planning Board CRA/City Council
Owner's Representative Management, Administration & Oversight	Continuing engagement and communications	Update program management plan Update GIS Update dashboard Infrastructure design Architectural design	Update risk registry Prepare governance plan Development packages procurements Exclusive negotiating agreements (ENAs), disposition and development agreements (DDAs) Funding and financing commitments

SERVICE PACKAGES

INTRODUCTION

Our proposed scope of work incorporates and guides the tasks set forth in the RFP into a progressive process. The process for the scope of work incorporates three parallel lanes. Engagement includes all the community, stakeholder and partner connections so this plan and its implementation are the outcome of a genuinely collaborative process. The technical lane includes the methodology and study to support preparing solutions and understanding tradeoffs between alternatives. The readiness lane includes tasks that accelerate the program into and through implementation.



Service 1: Mobilization and Understanding

This step includes tasks necessary to commence our approach to the scope of work, laying the foundation for a successful public policy, community and infrastructure development initiative.

Engagement Lane

The team will come prepared for a highly engaging and productive kickoff meeting. A Public Engagement and Communications Plan will set forth specific means and methods, including identification of communities of interest, organized stakeholders and potential partners with resources to commit to this initiative. Social media accounts and channels will be created. A digital engagement platform will also be developed. Both these digital tactics allow for broad and convenient engagement and communications.

Technical Lane

The team will come prepared for a highly engaging and productive kickoff meeting. A Public Engagement and Communications Plan will set forth specific means and methods, including identification of communities of interest, organized stakeholders and potential partners with resources to commit to this initiative. Social media accounts and channels will be created. A digital engagement platform will also be developed. Both these digital tactics allow for broad and convenient engagement and communications.

Readiness Lane

In the readiness lane, our team will immediately begin with the end in mind. An initial range of potential funding, financing, delivery, disposition and procurement options will be inventoried and characterized. An initial risk registry will be prepared to begin the understanding of how to mitigate and allocate risk as part of this progressive public private partnership. A Stage Gate is the culmination of every step in our process, which involves reporting to the Planning Board, Community Revitalization Agency and City Council in a joint session. These check-ins are critical for alignment and momentum. Stage Gate #1 will provide an overview of the work program and how it has been setup.

SERVICE PACKAGES

Service 2: Community, Site and Market Assessment

This step begins the engagement, technical and readiness work in earnest and initiates high visibility of the program.

Engagement Lane

The first market sounding is held at the beginning of this step. A market sounding involves outreach and feedback from the development, commercial real estate and for this program, service provider partners. The market sounding will gain insights on what the marketplace sees as feasible and where there are gaps necessitating public sector intervention and transfer of risk to it. The Community and Partners Program will be launched. It involves inviting eligible, organized community groups with demonstrated capacity to reach underrepresented cohorts to participate in the engagement process, receiving a stipend in return, funded by the City. Similarly, this program would also include potential service providers to encourage participation and program development. Digital and social media platforms get activated with this step, allowing for efficient and convenient engagement at all three scales involved in this initiative. An open house utilizing that informal format will be hosted to share the findings from the first two steps and importantly, obtain community feedback. A virtual reality site visit of the Bayou District is an innovative feature of this open house, allowing participants to experience that potentially analogous community.

Technical Lane

Key baseline information is prepared with this step. This baseline information includes an assessment of the site and surrounding community, along with regional opportunities and constraints appropriate and pertinent to this initiative. Because our team has already completed substantial assessment work on and around the campus, this work can be accelerated and delivered at a lower cost. A market study will be prepared to methodically understand market demand. Conversely, identifying where demand is insufficient provides an understanding of program feasibility and the level of public sector intervention necessary for plan features that the market is not ready to support. A focused, comprehensive assessment report will be prepared, including key findings and questions.

Readiness Lane

In this step, items in the readiness lane are primarily updated, based on the engagement and technical work. Joint Stage Gate #2 closes out this step with sharing findings and gaining an early understanding of potential priorities, which supports transitioning into the vision and goals step.

Service 3: Vision and Goals

With the benefit of putting in place the tools for this program initiative and gaining a baseline of understanding, this step undertakes the preparation of a mission, vision and program goals. This includes validating the broad, conceptual goals set forth in the RFP.

Engagement Lane

Our approach is to curate content for the community and stakeholders to react rather than asking open ended questions. This is a better use of time and budget but importantly, it is more effective. We will host an internal charrette with City staff to refine initial mission, vision and goals concepts. The Community and Partners Program will be convened to provide input on initial concepts. With these preliminary engagements, public review draft mission, vision and goals will be made available at the second open house and shared through digital engagement channels.

SERVICE PACKAGES

Technical Lane

This initiative is more than a community and infrastructure development initiative. It is a mission to uplift existing and future community residents for a stronger, more prosperous and healthier Pensacola region. Therefore, our approach includes a value add of a mission statement to make clear the purpose of the initiative. The vision can then be focused as a future state to strive toward and thrive. Goals are specific outcomes to achieve. We will curate these in draft form to accelerate reaching consensus.

Readiness Lane

In the readiness lane, the risk registry will be updated, as the mission, vision and goals become clear. This clarity also supports preparing an initial list of potential developers and partners, which is another acceleration action. Joint Stage Gate #3 is held to present and validate the proposed mission, vision and goals.

Service 4: Master Plan Alternatives

With clarity on the mission, vision and goals, along with the baseline information, sufficient understanding is available to prepare master plan alternatives.

Engagement Lane

Consistent with the approach taken in Step 3, preliminary content in support of preparing master plan alternatives will be curated. The second internal charrette will be held to refine the preliminary alternatives. Similarly, the Community and Partners Program will be convened for input. A second market sounding will provide valuable insight on the feasibility of each alternative to deliver and where to prioritize public sector support. The third open house allows for informal and individual discussions about the alternatives to gain feedback. Digital engagement is a crucial part of this step. Plan maps typically result in more interest and therefore more input because it is at this step that the relatively conceptual mission, vision and goals appear as specific plans that are therefore more relatable. Creating alternatives helps gain consensus because of the value in providing choices and illustrating tradeoffs.

Technical Lane

Creating the alternatives begins with preparing three distinct themes, before sketching the plan maps. These thematic concepts must be consistent with the mission, vision and goals. Then preliminary plan alternatives are prepared to be further refined through the engagement process. Conceptual engineering will inform feasibility and rough order of magnitude cost estimates. Therefore, a pro forma model is prepared in the next step. Our experience demonstrates that effective plans result in part from a willingness to consider needs and benefits beyond the site boundaries. We will consider the site, surrounding and regional scales involved in this initiative to ensure that benefits are maximized and shared. This may involve appropriate interventions in the immediate surrounding community to mitigate displacement risk while simultaneously encouraging investment and making mobility connections to promote access to opportunities.

Readiness Lane

In this step, items in the readiness lane are primarily updated, based on the alternatives. The culmination of this step is Stage Gate #4, the outcome of which is input sufficient to ascertain a preferred alternative.

SERVICE PACKAGES

Service 5: Preferred Plan Development

In this step, a holistic plan for the initiative is prepared into a concise, usable and marketable document.

Engagement Lane

Transitioning from planning to program development with the preparation of a holistic plan involves maintaining the approach to engagement. A third internal charrette will be conducted to walk through a detailed outline of the plan document, which will be curated in advance. A refined version will be discussed in a convening of the Community and Partners Program. The fourth public open house will be the first opportunity for the public to review a full draft of the plan.

Technical Lane

Preparation of the complete and holistic plan begins with finalizing the preferred plan alternative. Conceptual engineering will be prepared to confirm feasibility and prepare rough order of magnitude cost estimates to support establishing the pro forma model. An outline of the plan document will be prepared and become more detailed through each engagement touchpoint. These iterations result in a complete, public review draft plan document.

Readiness Lane

In the readiness lane, a pro forma model is prepared to understand costs and revenues. The risk registry and the developer and partner interest list are updated, with the benefit of a full draft plan. The full draft plan, inclusive of the preferred master plan is presented at a joint stage gate meeting. This stage gate is crucial for understanding alignment and where calibrations are needed, as a holistic plan has taken shape and the process transitions into focusing on prioritizing the implementation plan.

Service 6: Implementation Plan Development

This step involves preparing the roadmap for implementation, which will be designed for periodic calibration during this long term program.

Engagement Lane

An internal charrette will be held to refine a preliminary implementation plan, relying on curated content. As in other steps, the Community and Partners Program will convene for input on the preliminary draft implementation plan. The final market sounding is intended to gain input on both the feasibility of the implementation plan and its capacity to accelerate program delivery. A final open house will be conducted to present the implementation plan. As the program transitions to delivery, the first of two City organization workshops is held to begin the internal administrative and cultural steps to resource implementing this initiative. Input from the public, stakeholders, partners and City staff will be a part of the process of developing performance measures.

Technical Lane

Because of the consistent level of effort to undertake readiness tasks from the inception of this process, the technical work to prepare the implementation plan is greatly streamlined and accelerated. A key feature of the implementation plan is acceleration. The plan will begin with an outline and get iteratively more detailed, finishing as a complete implementation plan. To monitor the effectiveness of plan implementation, performance measures will be prepared. These will be focused based on priorities, as overly detailed and exhaustive metrics become too cumbersome to be of use. An organizational conflict of interest mitigation plan is made a part of the implementation plan, allowing for temporary offramps, as needed, to avoid conflicts while making this progressive private partnership possible to maximize the opportunities available to the City.

SERVICE PACKAGES

Readiness Lane

Deliverables in the readiness lane solidify and finalize in this step. The risk registry is updated, and allocation of risk is assigned between public, private and partner sectors. Prioritized delivery methods, disposition strategy and funding/financing sources are finalized. Actions that could be taken to accelerate delivery are identified and included in the implementation plan to incentivize early wins. The final stage gate is held to present the implementation plan and confirm priorities.

Service 7: Adoption of Plan

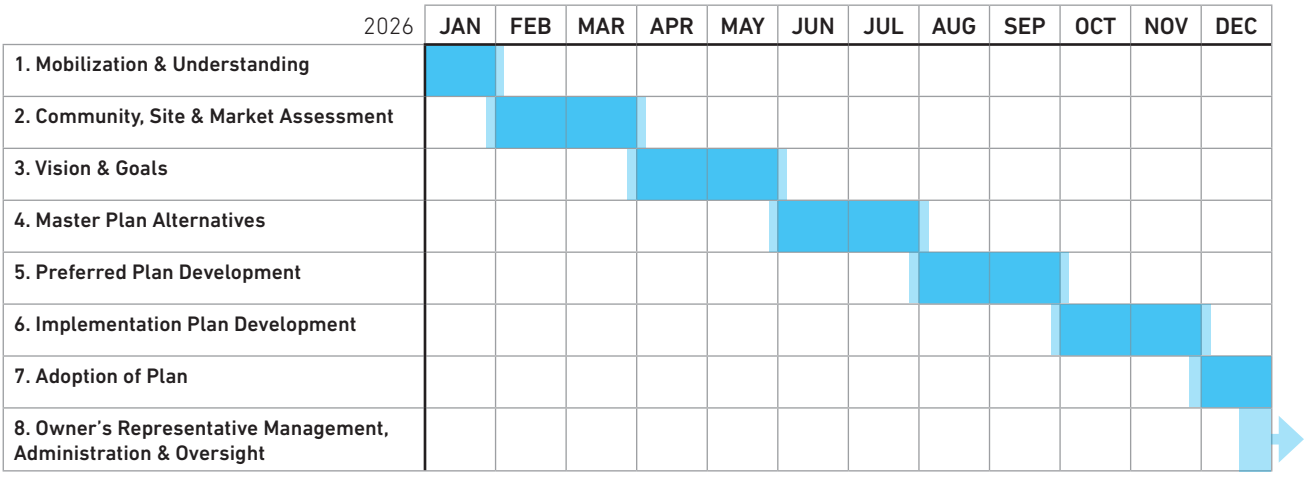
Review and action are taken on the initiative components with this step. The approach to engagement and communications will be to raise awareness of the final draft plan and pending action on it, encouraging final input. Public hearings materials are prepared. Members of the team will resource these hearings. Immediately following adoption of the plan, the second City organization workshop will be held. The focus on this workshop will be to receive the steps that City department leaders will take to resource implementation.

Service 8: Owner's Representative Management, Administration and Oversight

Since this is essentially a progressive public private partnership, the steps after completing the plan adoption milestone are consolidated into this one overall step until the specific implementation plan is prepared. This step is inclusive of owner's representative program management, administration and oversight. Engagement and communications will continue as an ongoing, crucial obligation. The tools necessary to execute this initiative are prepared with this step. The Program Management Plan is updated. GIS and dashboard digital tools will be prepared to streamline administration, build transparency and promote confidence in delivery and therefore investment. Design packages are likely a part of this step. Procurement activities ramp up and are supported by the team. Because there is now a clear plan and readiness tasks facilitating acceleration, with immediate transition to implementation after plan adoption, the expectation is that developer and partner interest will be there.

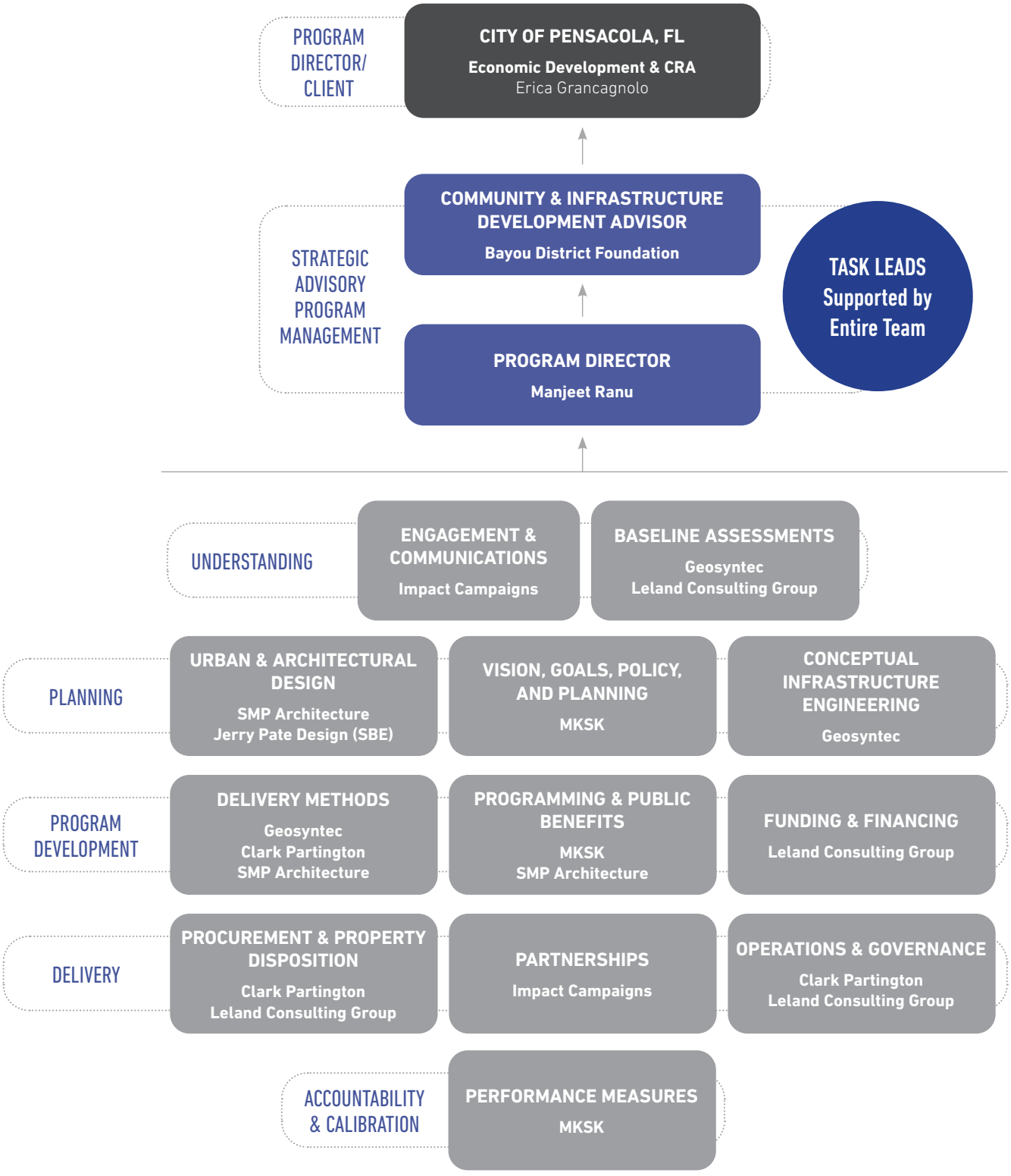
SCHEDULE

The comprehensive and coordinated approach to this initiative processed through methodical steps, organized into three parallel lanes of work streams allows a master plan to be completed in twelve months—an aggressive yet attainable schedule. We are prepared to adjust this schedule at the outset and as needed during the process.



TEAM QUALIFICATIONS

PROJECT TEAM ORGANIZATION



CROSSWALK OF OUR APPROACH TO RFP TASKS

Task	Principal Contributers by Sub-Task
Community Engagement & Stakeholder Coordination	**Community, Stakeholders, Government Affairs:** Impact Campaigns (registered with City as an SBE)
Site Assessment & Market Evaluation	**Zoning Analysis:** MKSK **Infrastructure:** Geosyntec **Environmental Assessment:** Geosyntec **Historic and Cultural Resources:** Geosyntec **Market Analysis:** Leland Consulting Group **Area Master Plan, Site and Urban Design:** SMP Architecture MKSK **Landscape Architecture:** MKSK Jerry Pate Design (registered with City as an SBE) **Site Programming:** SMP Architecture MKSK Bayou District Foundation
Development Strategy & Implementation Planning	**Phasing:** Bayou District Foundation SMP Architecture Geosyntec **Infrastructure Delivery Methods:** Geosyntec **Land Disposition Methods:** Bayou District Foundation Clark Partington Leland Consulting Group **Procurement:** Clark Partington Leland Consulting Group **Market Soundings:** Leland Consulting Group
Anchor Institution and Commercial Use Integration	**Social and Economic Policy:** MKSK **Programming Partnerships:** Bayou District Foundation SMP Architecture Impact Campaigns

CROSSWALK OF OUR APPROACH TO RFP TASKS

Task	Principal Contributers by Sub-Task
Financial Strategy & Funding Alignment	**Funding and Financing Strategy:** Bayou District Foundation Leland Consulting Group Geosyntec **Pro Forma Models for Scenarios:** Bayou District Foundation SMP Architecture Leland Consulting Group
Public Benefit Strategy	**Access to Opportunities:** MKSK Bayou District Foundation
Long-Term Operations & Impact Management	**Operations and Management:** Bayou District Foundation SMP Architecture Leland Consulting Group **Performance Measures:** MKSK
Legal, Regulatory, and Governance Support	**Agreements, Public Private Partnerships, Governance:** Clark Partington Leland Consulting Group
Project Management and Coordination	**Program Director and Overall Senior Advisor:** Manjeet Ranu **City Organizational Capacity Building:** Manjeet Ranu

Gerard W. Barousse, Jr.

Principal, Bayou District Consulting LLC
Role: Consultant, Real Estate & Finance

Executive Profile

Founding Principal of Bayou District Consulting and Chairman of the Bayou District Foundation, leading the $350M+ redevelopment of St. Bernard Public Housing into Columbia Parc. Over 30 years in real estate investment, development, and finance, integrating housing, education, health, and recreation into sustainable neighborhoods.

Key Qualifications

- 30+ years in real estate investment and community redevelopment
- Founder & Chairman of Bayou District Foundation
- Principal of Monarch Real Estate Advisors
- Expertise in capital structuring, asset management, historic redevelopment
- Proven record of cross-sector partnerships

Professional Experience

Chairman of the Board

Bayou District Foundation — 2006 – Present, New Orleans, LA

- Spearheaded $300M+ redevelopment of Columbia Parc.
- Negotiated PGA TOUR and City Park partnership for $26M Bayou Oaks Golf Complex.
- Governance of Educare New Orleans early education center.

President & Principal

Monarch Real Estate Advisors — 1991 – Present, New Orleans, LA

- Developed 4 Hampton Inn hotels ($100M+ aggregate).
- Oversaw EZ Park Parking Garage and Marseilles luxury condo project.

President

RCB Developers — 2000 – Present, New Orleans, LA

- Specialized in renovation of historic buildings.
- Completed 14 redevelopment projects, 435 units, managed 400+ units.

Vice President

Oak Tree Capital & Landmark Land Co., Inc. — Prior to 1991,

- Managed $450M asset portfolios.

Education

B.A., Economics & Political Science — Washington and Lee University

M.B.A. — Tulane University

Professional Affiliations

- Chairman, Bayou District Foundation
- Chairman, Educare New Orleans
- Past Board Chair, Metairie Park Country Day School (2018–2020)
- Past President, New Orleans Country Club (2008)
- Chapter Chair, Louisiana Chapter, YPO & WPO

Relevant Project Portfolio

- Columbia Parc at the Bayou District — $300M+ mixed-income redevelopment
- Bayou Oaks Golf Complex — $26M PGA TOUR-partnered project
- Educare New Orleans — Early education school
- Monarch Hotel Portfolio — Four Hampton Inn hotels, $100M aggregate
- RCB Historic Renovations — 14 projects, 435 units

Jacob M. Peters

Principal, Bayou District Consulting LLC
Role: Project Manager & Consultant

Executive Profile

Jacob M. Peters is a nationally recognized leader in place-based revitalization and social determinants of health innovation. As Executive Director of the Bayou District Foundation and Principal of Bayou District Consulting, he has managed more than **$350M in community redevelopment projects** including housing, education, health, recreation, and social ventures. Jacob has raised over **$15M in philanthropy**, structured complex capital stacks (NMTC, HTC, CDBG, philanthropy), and leveraged these into catalytic investments for equitable community transformation. He is frequently invited to present internationally on holistic community development, digital inclusion, and renewable energy.

Core Competencies

- Strategic leadership & fundraising
- Capital stack design & financial modeling
- Cross-sector partnerships & coalition building
- Data metrics & social determinants of health evaluation
- Public speaking, advocacy, and global thought leadership
- Social enterprise development (healthcare, broadband, music industry)

Key Qualifications

- 10+ years of leadership in community development and nonprofit management
- Raised $15M philanthropy leveraged into $350M+ investment
- Expertise in NMTC, HTC, FFRI, blended capital financing
- Leader in national P3 partnerships executed at the local level
- Specialist in data metrics tied to social determinants of health
- National and international advisory experience

Professional Experience

Bayou District Foundation

Executive Director (2021–Present)
Director of Operations (2017–2020)

Bayou District Consulting

Development & Project Manager (2014–2016)
Program & Project Assistant (2011–2014)

- Currently leading $350M+ revitalization of Columbia Parc, transforming 18 blocks of the former St. Bernard Housing Development into a mixed-income, mixed-use community.
- Raised and leveraged $25M in philanthropy into $350M of total investment.
- Managed housing, education, health, recreation, and economic development assets:
  - 685 units of LEED-certified mixed-income housing, 125 single-family homes, homeownership subsidies.
  - Cradle-to-career education pipeline: Educare ($8.9M), KIPP Believe (750 students), McDonogh 35 (1,000 students).
  - Federally Qualified Health Center, community garden, and $30M HealthHub with grocery/pharmacy (in progress).
  - Bayou Oaks Golf Complex ($26.5M PGA TOUR-partnered redevelopment).
  - Community green space ($1.5M), turf and sports fields serving 1,000+ children weekly.
- Developed **BDF Tech** broadband initiative: piloted across 53 acres, $2.5M smart-city projects with City of New Orleans & HANO.
- Created **Social Ventures**: instrument repair program with Roots of Music, Social Worker Medicare billing model, and NORA Musician Coworking Space
- Spearheaded **BDF Blight Initiative**: brought ~1,700 blighted properties back into commerce ($30M impact).
- Hosted delegations from 150+ U.S. cities and 15+ foreign nations to showcase the model.

Chicago Fire Juniors of Louisiana — New Orleans, LA

Youth Development Coordinator, Staff Coach (2008–2021)

- Led youth development programming, coaching, and recruitment.
- Designed recreational and developmental soccer initiatives.

Principal

Bayou District Consulting — 2025 – Present, Florida

- Co-founded firm to expand Bayou District model to new communities.
- Provides advisory on capital structuring, quarterback design, measurement frameworks.

Education

B.S., Business Administration (Management minor) — University of New Orleans

Professional Affiliations

- Senior Fellow, Melton Foundation
- Equity Ambassador, Purpose Built Communities
- Member, National League of Cities Prenatal-to-Three Community of Practice
- Participant, BUILD Health Challenge Cohort
- Presenter, Cityscape Global (Riyadh), Aspen Institute

Relevant Project Portfolio

- Columbia Parc at the Bayou District — 18 blocks, 685 units, schools, clinics, recreation
- Bayou Oaks Golf Complex — $26M redevelopment of championship courses
- Educare New Orleans & KIPP Believe — Early childhood & K-12 pipeline
- St. Thomas Community Health Clinic — Federally qualified health center
- HealthHub at Columbia Parc — $28.75M health/grocery complex (in progress)
- National & International Advisory — Leader in the national Purpose Built Network, Ghana, Germany

Manjeet Ranu, AICP

858-869-7190
manjeet.ranu@outlook.com
www.linkedin.com/in/manjeet-ranu

Pensacola, FL
Atlanta, GA
Tucson, AZ
Fort Collins, CO
McKinney, TX

PROFESSIONAL PRACTICE OVERVIEW

Manjeet Ranu is a comprehensive planning practitioner, having practiced nationally as a land use, transportation and environmental planner, with urban design and capital programming expertise. He was an executive for four large transportation agencies in the Los Angeles, Salt Lake City, Atlanta and San Antonio regions. He also led community development for cities in the San Diego, Dallas and Tucson regions. His transit experience involved leading and administering transportation planning, capital programs, Federal Transit Administration Capital Investment Grants program projects, National Environmental Policy Act and the California Environmental Quality Act. Areas of practice in land use include policy planning, master planning, development review, building safety, housing programs, preparing land use regulations, California Environmental Quality Act and code enforcement. Manjeet's 20 years of experience in the public sector and eight years in the private sector across different regions of the United States, along with years of community leadership, has given him keen strategic insights and creativity to advance highly complex initiatives to successful outcomes with broad support and transformational impact. He thrives at the intersection of interdisciplinary complexity, creativity and strategy. With this background, he has substantial public and private sector operations and management expertise.

EDUCATION

- Master of Urban and Regional Planning, University of Colorado at Denver, 1999
- Master of Public Administration, University of Colorado at Denver, 1999
- Bachelor of Arts, Biology and Political Science, University of Colorado at Boulder, 1995

PROFESSIONAL ASSOCIATIONS AND INDUSTRY LEADERSHIP

- American Institute of Certified Planners
- American Planning Association
- Urban Land Institute Full Member
- University of Colorado at Denver School of Public Affairs Advisory Board
- University of Colorado at Denver College of Architecture and Planning Advisory Board

SELECTED PROJECT EXPERIENCE

- *Santa Fe Forward General Plan Update, Santa Fe, New Mexico:* Project manager for this historic and culturally significant capital city's comprehensive update of its General Plan. The approach taken would shorten the delivery time to 2.5 years with a robust engagement program backed by an innovative digital platform. The plan will position Santa Fe to diversify its economy, increase housing attainability and broaden mobility options while strengthening its rich cultural, historic and artistic diversity.
- *Santa Fe Midtown Redevelopment Implementation Program, Santa Fe, New Mexico:* Provided owner's representative services for the City's Public Works Department to prepare an implementation program to plan, design, fund and deliver infrastructure to realize the vision for this 64-acre mixed use community center.
- *Illinois Tollway Strategic Plan, Chicagoland and Northern Illinois:* Prepared a strategic plan that was unanimously approved by the authority, which is responsible for nearly 300 miles of toll highways. This innovative plan recognizes the greater potential the Tollway has in advancing the State of Illinois' guiding principles, along with the interests of partners, stakeholders and its customers, to provide benefits beyond moving vehicles and goods. Developed the implementation plan to maintain momentum. Programmatic initiatives are a key feature that turn the plan into action.
- *VIA San Antonio Transit Agency Senior Advisor, San Antonio, Texas:* Served as a senior advisor while seated as an interim department chief to guide the transformation of this long-time bus transit agency into one that is prepared to deliver nearly $1 billion in capital projects. Additionally, provided strategic guidance on a transit-oriented land use policy and development program, in partnership with the City of San Antonio.
- *Winter Park Aerial Transit System, Winter Park, Colorado:* Project manager for owner's representative services to a public-private partnership that is planning a gondola transit system to link intercity passenger rail with the resort and downtown. The transit system will also support land development, public lands access, economic development, mobility and housing initiatives. The outcome of this effort allowed the partners to determine that it is best to take a local, state and private approach to delivery.
- *Pueblo Intercity Passenger Rail Station, Pueblo, Colorado:* Prepared an alternatives analysis to identify an intercity passenger rail station to strongly link Southern Colorado with major metropolitan areas to the north, while maintaining the historic character of downtown Pueblo. The process led to a unanimously approved locally preferred alternative, strategically positioned for funding and to catalyze investment in downtown.
- *Los Angeles Metro Purple (D) Line Section 3 Subway Extension:* Resurrected this stalled and endangered critical Los Angeles westside transit project. Made the critical connections between transportation, community development and equitable access to opportunities. Built federal agency crucial partnerships. Identified a streamlined NEPA review process to environmentally clear adjustments to the west terminus alignment. Project value exceeds $3 billion and is on time to be delivered for the 2028 Los Angeles Olympic Games.

KYLE MAY, AICP

Associate Principal, Planner

MKSK

Kyle has helped to manage complex planning efforts around the country. He places a special attention and emphasis on community involvement and has delivered thousands of voices to these processes.

Kyle's background includes integrating robust public engagement with strong data analysis and technical planning. Kyle has helped to reach past the typical voices and engage a broader and more representative range of citizens and stakeholders. He has experience working across the country in a wide range of communities, including Hilton Head Island, South Carolina, Columbus, Ohio, Elkhart County, Indiana, and many others.

Project Experience

Hilton Head Housing Framework
Hilton Head, South Carolina

Impacts of Affordable Housing in Central Ohio, Affordable Housing Alliance of Central Ohio
Columbus, Ohio

Experience Prior to MKSK:
Vibrant Communities Action Agenda
Elkhart County, Indiana

County-wide Strategic Plan
La Porte County, Indiana

Envision Athens Strategic Plan
Athens, Georgia

Together Roswell Strategic Plan
Roswell, Georgia

Forward Together - Strategic Economic Vitality Plan
Genessee County, Michigan

Athens NSEM Integrated Action Plan
Athens-Clarke County, Georgia

Strategic Plan for Northern Indiana Tourism Development Commission for the Northern Indiana Toll Road, Indiana

ADVANCE a Vision for East Central Indiana
Indiana

Education

The Ohio State University,
Masters of City and Regional Planning, 2012
Ohio University,
Bachelors of Science, Urban Planning, 2009

Certification

Certified Planner, American Planning Association

Professional Affiliations

American Planning Association
Education Chair, APA Central Ohio

JEFFREY PONGONIS, FASLA, PLA

Principal, Landscape Architect

MKSK

Jeff is committed to the implementation of a meaningful and connected environment. His process is focused and mindful of both the aesthetic details of robust social spaces as well as the greater urban strategy.

Jeff's wide range of projects express his beliefs and commitment to the design of a contextual human environment. His work includes project types ranging from master planning and mixed-use development planning, openspace and park design, to academic and campus design.

Project Experience

Grandview Yard Master Plan
Grandview Heights, Ohio

Grandview Yard Phase I Private Development
Grandview Heights, Ohio

Grandview Yard Phase I Public Infrastructure & Civic Spaces
Grandview Heights, Ohio

Grandview Yard Apartments
Grandview Heights, Ohio

Nationwide Arena District Master Plan
Columbus, Ohio

Flats II, Arena District
Columbus, Ohio

Flats On Vine, Arena District
Columbus, Ohio

North Bank Condominiums, Arena District
Columbus, Ohio

Burnham Square, Arena District
Columbus, Ohio

Arena Crossing, Arena District
Columbus, Ohio

Easton Commons
Columbus, Ohio

Brewers Yard
Columbus, Ohio

Education

The Ohio State University,
Bachelor of Science Landscape Architecture, 1998

Registration

Registered Landscape Architect, OH, MI
CLARB Certified Landscape Architect

Professional Affiliations

American Society of Landscape Architects Fellow
Urban Land Institute

Boards & Commissions

Columbus Downtown Commission, Columbus, Ohio, 2024-Present
Urban Land Institute (ULI) Board of Advisors, Columbus, Ohio, 2021-Present
ULI University and Innovation District Council, National Product Council, 2019-Present
Brewery District Commission, Chairman, 2002-2019
Urban Land Institute Regional Council, Urban Infill/Mixed Use Development Representative, 2014-2016
North Market Board of Trustees, 2011-2020

CHRIS HERMANN, FAICP

Principal, Planner

MKSK

Chris is adept at helping communities create a unique, compelling vision and translating it into strategic steps that transform cities and spaces.

Chris provides a broad range of project planning leadership experience, having managed projects involving regional planning policy, comprehensive plans, downtown plans, district and neighborhood planning, community revitalization/reinvestment, economic development, urban design, form-based codes, transportation and streetscape design, consensus-building, and public engagement and facilitation. His aptitude for transformational planning is complemented by his strong public presentation ability and friendly demeanor.

Project Experience

Louisville Downtown Master Plan
Louisville, Kentucky

Louisville Downtown Connectivity Study
Louisville, Kentucky

Uptown District and MLK/Reading Road Corridor Strategy
Cincinnati, Ohio

Connect Columbus Multimodal Plan
Columbus, Ohio

Grandview Yard Mixed-Use Zoning
Grandview Heights, Ohio

Bridge Street Scioto River Corridor Framework Plan
Dublin, Ohio

Toledo Downtown Plan
Toledo, Ohio

Scioto Peninsula Master Plan
Columbus, Ohio

Columbus Commons Development Plan
Columbus, Ohio

I-670 Project Mitigation and Design Enhancement Plan
Columbus, Ohio

Gordon Square Arts District Community Master Plan
Cleveland, Ohio

Education

The University of North Carolina at Chapel Hill,
Master of City and Regional Planning, 1992
Miami University,
Bachelor of Arts in Political Science, 1990

Certification

Certified Planner, American Planning Association

Professional Affiliations

American Institute of Certified Planners
College of Fellows, American Planning Association
Urban Land Institute

Boards & Commissions

Board Member, MKSK, 2019-present
ULI Transportation Advisory Committee
The Ohio State University Knowlton CRP Advisory Committee
Transit Columbus, Board Member, 2010-2023
Worthington Planning Commission, 2007-2013
Worthington Architectural Review Board, 2007-2013

LUIS CALVO, AICP

Associate Principal, Planner

MKSK

Luis merges his experience in architectural design with his abilities in urban planning to facilitate the development of public spaces that contribute to their surroundings and energize their communities.

Luis specializes in translating intricate and complex planning issues to a general audience through verbal, written, and graphic communication. As an advocate of community-driven planning, Luis emphasizes the use of creative public engagement tools to reach consensus among residents, stakeholders, and cities. He strives to generate planning documents and graphics that both educate and inspire and that are consistent with a community's goals and values. Luis finds his inspiration from the richness in the diversity of urban neighborhoods and the people that continue to make them vibrant and exciting places to live.

Project Experience

South Fourth Street Corridor Master Plan & Implementation
Louisville, Kentucky

West Kentucky Street Corridor Master Plan
Louisville, Kentucky

Akron TOD Feasibility Study
Akron, Ohio

East Market Streetscape Enhancements
Louisville, Kentucky

Uptown District and Reading Road Corridor Strategy
Cincinnati, Ohio

Windward Parkway & Highway 9 Area Master Plan
Alpharetta, Georgia

Euclid Ave. & S. Limestone St. Commercial Corridor Study
Lexington, Kentucky

North Point Area Alpha Loop Trail Feasibility Study
Alpharetta, Georgia

North Point Creative Placemaking Plan
Alpharetta, Georgia

Decatur Town Center Plan 2.0
Decatur, Georgia

Woodstock Downtown Master Plan
Woodstock, Georgia

Villa Rica Downtown Master Plan
Villa Rica, Georgia

Education

University of Louisville,
Master of Urban Planning, 2013
Kennesaw State University (Formerly Southern Polytechnic),
Bachelor of Architecture, 2010

Professional Affiliations

American Planning Association, Georgia Chapter

TYLER CLARK, AICP

Associate Principal, Urban Designer

MKSK

Tyler approaches the planning process with a holistic and analytical lens, collaborating with public and private partners to envision vibrant, inclusive districts, neighborhoods, and public spaces grounded in implementable strategies.

With over a decade of experience in mixed-use district visioning, campus planning, public realm strategies, and Transit-Oriented Development, Tyler combines leadership and visual communication expertise to translate complex ideas into compelling, community-centered plans.

Project Experience

The Ohio State University Framework Plan 2.0 & 3.0
Columbus, Ohio

OSU Carmenton Design Guidelines
Columbus, Ohio

Tulsa Arena District Master Plan
Tulsa, Oklahoma

Columbus State Community College 2022 Capital Plan
Columbus, Ohio

2022 Downtown Columbus Strategic Plan
Columbus, Ohio

15th & High Urban Framework Plan
Columbus, Ohio

New Albany Intel Design Guidelines
New Albany, Ohio

Cleveland Gateway District Framework Plan
Cleveland, Ohio

COTA East-West Corridor - West Broad & East Main
Columbus, Ohio

Akron TOD Feasibility Study
Akron, Ohio

Oklahoma State University Medical Center Master Plan
Tulsa, Oklahoma

Education

Ball State University,
Master of Urban Design, 2012
Ball State University,
Bachelor of Urban Planning & Development, 2010

Certification

Certified Planner, American Planning Association

Professional Affiliations

American Institute of Certified Planners
American Planning Association, Ohio Chapter
Urban Land Institute, Associate Member
ULI Health Leaders Network, Cohort 8 (2025) Member

KERRY REEDS, PLA

Principal

MKSK

Kerry is committed to an interactive design process that embraces placemaking as a primary design objective.

Large scale site planning has been the primary focus of Kerry's work including residential, commercial and corporate facility design services. His principal goal is to provide innovative and cost effective design solutions to his clients demanding program requirements. Kerry also has significant project experience in the design and implementation of public park facilities. His community-based approach to park design is to create environments that engage and endure.

Project Experience

Crocker Park Ph. 1-3
Westlake, Ohio

Jerome Village Center
Jerome Township, Ohio

Coffman Road Park Master Plan & Expansion
Dublin, Ohio

Amberleigh Park
Dublin, Ohio

Promedica Headquarters & Promenade Park
Toledo, Ohio

Van Aken District
Shaker Heights, Ohio

Portage Crossing Public Improvements
Cuyahoga Falls, Ohio

Gramercy Garage & Streetscape
Columbus, Ohio

Dublin Village Center
Dublin, Ohio

Eton Collection
Pepper Pike, Ohio

Avery Park Ph.1-4
Dublin, Ohio

Contact Information
E: Kreeds@mkskstudios.com
PH: 614.621.2796

Education

Kansas State University,
Bachelor of Science Landscape Architecture, 1989

Registration

Registered Landscape Architect, State of Ohio

Boards & Commissions

University Impact District Review Board, 2018-Present

Teaching

The Ohio State University, Adjunct Professor, 1999-2019
The Ohio State University, COTA Parklet Seminar, 2019

BRIAN SPENCER AIA

Principal, SMP Architecture

Brian Spencer, AIA is a Pensacola native and a founding principal at SMP Architecture. After completing his Bachelor of Arts degree at Duke University in 1979, Brian earned his Masters degree at Tulane University where he graduated Suma Cum Laude from the School of Architecture in 1984. He has been a licensed Architect for 30+ years and has received recognition for his contributions by the Florida AIA as a recipient of the 2012 Community Service Honor Award and as the State of Florida Citizen Architect Year 2020. Additional awards have been received from Hilton Hotel Corporation and The New Orleans Historic District Landmarks Commission. In addition to his passion for revitalizing Pensacola's Historic Downtown Core, Brian is an avid marathon runner and has completed more than 22 marathons. When asked why he chooses to run long distances, his response is "there is no better time to explore design solutions than when running alone for more than 3 hours!" Brian's contributions to the community include his previous election to serve on the Pensacola City Council. He also represented the Council on the Pensacola/Escambia County Clean Community Commission, Tourist Development Advisory Council, and the North Florida Transportation Planning Organization. Brian has served as the President of the Pensacola Little Theater, Pensacola Museum of Art and WSRE.

PROPOSED JOB ASSIGNMENT

Architect & Urban Designer

EDUCATION

Duke University
Bachelor of Arts

Tulane University
Master of Architecture
Lawrence Award for Design Excellence

PROFESSIONAL REGISTRATION

Architectural Licensure - Florida

COMMUNITY INVOLVEMENT

City of Pensacola Architectural Review Board, 2020-Present
Pensacola City Council, 2011-2018
Community Redevelopment Agency, 2011-2018
Downtown Improvement Board, 1997-2001
Gateway Review Board, 2008-2010
Pensacola Little Theater Board of Trustees, Past President 1990-1994
Five Flags Rotary, 1987-2004
WSRE Board of Directors, 2006-2012
Pensacola Chamber of Commerce Board of Directors 1997-1998

RELEVANT PROJECT EXPERIENCE

Palafox Pier - Pensacola, FL
New construction, mixed-use development, 91,000 SF, Construction Cost $35M, Completed 1995

Beggs & Lane Office Building - Pensacola, FL
Adaptive reuse, office space

The Artisan - Pensacola, FL
Adaptive reuse, mixed-use development

E. Intendencia Street Residences
New construction, 8,660 SF multifamily residentail. Construction cost $4M, Completed 2020.

701 Condominiums - Pensacola, FL
New construction, multi-family residential

The Arbors Gulf Breeze, FL
New Construction, senior living, Construction Cost $20M, Completed 2018

Reflection St. Petersburg, FL
New construction, 356,990 SF mixed-use tower, 88 residences with ground level retail. Construction Cost $52M, Completed 2024

Hampton Inn & Suites - Austin, TX
New construction, 16 stories, 210 keys. Construction Cost $15M, Completed 2002

Hampton Inn St. Charles Avenue - New Orleans, LA
New construction, 6 stories, 128 keys. Construction Cost $4.5M, Completed 1998

WILLIAM BRANTLEY AIA NCARB

Principal, SMP Architecture

A Pensacola native, William's interest in architecture began with building tree forts as a child. An avid traveler, he grew increasingly drawn to the profession as he recognized how deeply the built environment shapes lifestyles and reflects culture. William launched his career at TVS, one of the nation's top design firms in Atlanta, where he worked on a wide range of domestic and international projects. With a background in urban design, architecture, and interiors, he approaches each project with a holistic perspective.

After six years with TVS, William returned to SMP Architecture in 2019 with a focus on contributing to the growth and character of his hometown region. Over his career, William gravitated towards urban infill projects. He thrives on the complexities of these projects and appreciates the "redevelopment" opportunity to improve the existing urban fabric of our cities.

PROJECT ROLE

Architect & Urban Designer

EDUCATION

Clemson University
BA Architecture

University of Tennessee Knoxville
Master of Architecture

PROFESSIONAL REGISTRATION

Architectural Licensure -
Alabama, Florida

NCARB - Certified

COMMUNITY INVOLVEMENT

Chairmen of the City of Pensacola's Architectural Review Board (ARB) 2024-Present

City of Pensacola Architect Advisor 2023-2024

RELEVANT PROJECT EXPERIENCE

CoastAL Orange Beach, AL
New construction, 40,900 SF restaurant and retail space, 2 stories. Construction cost $21M, Completed 2023.

Jewelers Trade Shop Pensacola, FL
New construction, 12,000 SF specialty retail.
Construction Cost $7M, Under Construction

Maritime Place Pensacola, FL
New construction, 75,000 SF office building, 4 stories. Construction Cost $9.3M, Completed 2014

Hawkshaw Pensacola, FL
New construction, 156,884 SF mixed-use development.
Construction Cost $30M,
In Progress

Pensacola Country Club Expansion/Renovation Pensacola, FL
Construction Cost $2M
In Progress

Bodacious Olive Pensacola, FL
Adaptive Reuse, 5,000 SF specialty retail. Completed 2012

Reflection St. Petersburg, FL
New construction, 356,990 SF mixed-use tower, 88 residences with ground level retail. Construction Cost $52M, Completed 2024

***Charlotte Convention Center** Charlotte, NC
Expansion/renovation, 100,000 SF expansion providing 15 new meeting rooms atop the existing exhibit hall roof and a landscaped pedestrian bridge connecting to an adjacent light rail stop. Construction Cost $110M, Completed 2021

***North Avenue Presbyterian Church** Atlanta, GA
Expansion/renovation connecting three existing structures built in 1900, 1927, and 1960. Project provides a new hospitality hall and event space. 60,000 SF, Construction Cost $16M, Completed 2018

* Projects completed while working at tvsdesign.

PHILIP PARTINGTON AIA NCARB

Principal, SMP Architecture

Philip Graduated from Tulane in 1995 and was recruited as a junior designer by the nationally recognized architecture firm, Cooper Carry. He was fortunate to work directly with Jerry Cooper the founding principal and credits that time with shaping his approach to dealing with complex building types.

Philip and his wife Amy moved back to Pensacola in 1998 to raise their family.

Philip worked for Bullock Tice during those early years and honed his architectural, management skills on a variety of department of defense projects.

In 2001 Philip joined SMP and became a full equity partner in 2005. When he is not working you can find Philip listening to some good bluegrass and trying to catch some fish if he can find them.

PROPOSED JOB ASSIGNMENT

Architect & Urban Designer

EDUCATION

Millsapps College
Bachelor of Science

Tulane University
Master of Architecture

PROFESSIONAL REGISTRATION

Architectural Licensure -
Florida, Louisana

NCARB - Certified

COMMUNITY INVOLVEMENT

Pensacola Little Theater Board of Directors, 2005-2008
City of Pensacola Gateway Review Board, 2005-2018
City of Pensacola Fire Prevention Board of Appeals, 2002-2005
North Hill Historical District Board of Directors 2001-2003
Pensacola Opera Building Committee, 1999-2007
Pensacola Downtown Rotary 2005-2009

RELEVANT PROJECT EXPERIENCE

Water Mark Hotel Pensacola Beach, FL
New Construction, 12 stories, 207 keys, Construction Cost $35M, In Progress

Hilton Garden Inn Pensacola, FL
New Construction, 4 stories, 102 keys, Construction Cost $16M, In Progress

The Tides Hotel Orange Beach, AL
New Construction, 8 Stories, 86 Keys, Construction Cost $1.5M, Completed 2016

Admiral's Row
New Construction, 16 Residences, 47,000 SF, Construction cost $20M, Under construction

Hyatt Place Pensacola Airport Pensacola, FL
New Construction, 6 stories, 127 keys, Construction Cost $11.6M, Completed 2013

Holiday Inn Resort Pensacola Beach, FL
New Construction, 11 stories, 206 keys, Construction Cost $19.7M, Completed 2011

Springhill Suites Panama City Beach, FL
New Construction, 11 stories, 200 keys, Construction Cost $37M, Completed 2018

Hampton Inn & Suites Panama City Beach, FL
New Construction, 11 stories, 185 keys, Construction Cost $30M, Completed 2017

Maritime Place Pensacola, FL
New Construction, 75,000 SF office building, 4 stories, Construction Cost $9.3M,
Completed 2014

The Grand Marlin Pensacola, FL
New Construction, restaurant & retail, Construction Cost $6M, Completed 2008

Brad Alexander

RLA, CID

LANDSCAPE ARCHITECT

Assignment to this Project: Project Manager

14 Years of Experience - 10 with JPD

Brad Alexander specializes in creating or transforming spaces for the enjoyment of people. He manages many of the firm's design projects & is an expert communicator with all project team members. His ability to lead teams to a common goal increases his value as a design professional & as a project manager. His technical expertise & understanding of construction techniques is invaluable during the design & constructions stages of all JPD projects. He has managed projects with a combined construction budget exceeding one billion dollars. Brad is also an EPA WaterSense partner.

OTHER RELEVANT PROJECTS

Atsugi Naval Air Facility Golf Irrigation Design
-Atsugi Naval Air Facility, Japan

Studer Community Institute Plaza
- Spring/Garden St Pensacola, FL

University of West Florida Historic Trust Historic Village
- Pensacola, FL

RELEVANT EXPERIENCE

Navy Federal Credit Union Corporate Campus Continuing Services, Pensacola, FL - $1.1B | 410 Acres | Project Manager & Landscape Architect

Brad serves as the Landscape Architect for the recently expanded NFCU corporate campus in Pensacola, FL. JPD was tasked with developing the Owner's design concept, incorporating technical requirements, & collaborating with other consultants to achieve LEED certification. Brad provided a pedestrian centric approach to ensure the design was not only constructible but inviting, usable & a celebrated space once construction was complete. JPD has been the Landscape Architect for NFCU Corporate Campus since 2015 & has worked with many general contractors on various projects to ensure consistency & quality standards are upheld throughout campus to create a welcoming & enjoyable experience for the membership, employees & the public.

East Garden District, Pensacola, FL - $200M | 7 Acres | Project Manager & Landscape Architect

In 2018 Chad Henderson, owner of Catalyst HRE, had a vision to revitalize a seven acre section of downtown Pensacola. JPD was engaged to provide visioning, renderings & ideas to make this dream a reality. Seven years later the District has renovated an oversized Jefferson St between Garden St & Chase St into a downtown pedestrian prioritized streetscape, built multiple restaurants & has a 7 story boutique hotel under construction. Brad has been the Landscape Architect to collaborate & coordinate with all the different Architects, Engineers & contractors to make certain the owner's initial vision is realized. This project was the first public/private partnership with the City of Pensacola & a private investor.

Studer Children's Hospital & Bubba Watson Drive at Sacred Heart, Pensacola, FL - $300M | 10 Acres | Project Manager & Landscape Architect

The Studer Family Hospital involved great depths of detail throughout the project. Many focal points in the ground plane consisting of decorative pavers, concrete, glow stones, "dune-scapes", shade structures, lighting, landscape & irrigation. The top floor balcony consists of greenroof structures, xeri-scape plant materials & drip irrigation. The exterior spaces were designed to be healing garden spaces which can significantly improve people's sense of well-being, reduce stress & promote faster recoveries.

301 Schubert Dr.
Pensacola, FL
32504

EDUCATION

Bachelor of Landscape Architecture | 2011 | Mississippi State University

LICENSURE

Landscape Architecture

FL # LA7399

GA #LA1795

MS #LA671

Certified Irrigation Designer

CID #113188

AWARDS

Leadership Pensacola 2022 - Eric Doelker Memorial Award Winner chosen by classmates.

InWeekly 2023 Rising Star Award

Jerry Pate Design

301 Schubert Dr.
Pensacola, FL
32504

EDUCATION

Bachelor of Arts Architecture | 1994 | Princeton University

LICENSURE

Landscape Architecture

FL # LA7043

MS #LA625

AL #LA778

AFFILIATIONS

Florida Chapter American Society of Landscape Architects

American Planning Association

RELEVANT EXPERIENCE

Hollice T Williams Stormwater Park, Pensacola, FL - $200M | 110 Acres | Landscape Architect

Steve is a landscape architect on the project team with Geosyntec for the revitalization of this large 110 acre linear park underneath Interstate 110. The project includes extensive public outreach, public engagement, the creation of extensive stormwater amenity infrastructure, recreation amenities, trails & bikeways.

City of Pensacola Design Services, Pensacola, FL - | Owner's Representative & Landscape Architect

Beginning in 2011, Steve has been involved in various continuing services projects with the City of Pensacola. In 2011, Steve served as the Owner's Representative for the Vince Whibbs Community Maritime Park & Admiral Fetterman Field (35 acres, $55M). During this project Steve directed the details of the design to the design/build contractor to take advantage of the site's environment & create comfortable spaces throughout the park. In addition Steve worked with the design/build contractor to save $6M in overruns that were projected at the time of bringing him on the team. Steve then was recruited to serve again as the Owner's Representative on the Admiral Mason Park project (10 acres, $10M). In this role, Steve directed much of the amenity design around the stormwater pond. The project included wide walkways, overlooks & passive recreation spaces. The plant palette is composed mostly of native vegetation & able to survive periodic flooding with low maintenance costs. Steve is now leading the JPD team on a pedestrian scale renovation of The New Palafox (10 acre, $7M) to include safer modes of travel & more secure conditions for pedestrians & downtown patrons.

Southtowne Apartments, Downtown YMCA, Urban Core Office Building & Intendencia St Woonerf, Pensacola, FL - $106M | 7 Acres | Principal & Landscape Architect

Steve was the lead Landscape Architect on these projects which included a mixed-use multi-family development ($75M). Across the street is a new YMCA ($16M) & Urban Core Office Building ($15M). These three projects were all brought together by Steve when he posed the idea to create Pensacola's first 'Woonerf' streetscape between them all. A Dutch concept translating to 'living street' whereby vehicular traffic is slowed by the removal of curbs & sidewalks. Instead of curbs, the design introduced planters, trees & on street parking. The tree located in the middle of the traffic circle was adopted by the users & coined the "Liberty Tree" to celebrate to location where Navy sailors would come ashore for their break or "liberty".

Steve Dana

RLA

VICE PRESIDENT | LANDSCAPE ARCHITECT

Assignment to this Project: Principal & Design

26 Years of Experience - 26 with JPD

Steve has led the daily operations & design implementation of Jerry Pate Design since 1999 & has over two decades of professional experience in the design industry. Steve is adept at all aspects of project management from early conceptual design, through construction document development, to construction & project close out. He is a member of the American Society of Landscape Architects. Steve has 26 years of experience with Jerry Pate Design.

OTHER RELEVANT PROJECTS

Bay Memorial Park
-Panama City, FL

Publix Supermarkets Continuing Services
- Alabama, Georgia & Florida

Pensacola State College Master Plan
- Pensacola, FL

Specialties

Civil Engineering

Stormwater Management & Design

Surface Hydrology & Hydraulic Modeling

Erosion & Sedimentation Control

Project Management

Cost Estimating

Education

BS, Civil Engineering, Florida State University, Tallahassee, FL

Registrations/Certifications

Professional Engineer: FL No. 18375, AL No. T3081, LA No. 40969, NC No. 044690

Department of Environmental Protection Certified Stormwater, Erosion, and Sedimentation Control Inspector, FL

Department of Environmental Management, Qualified Credentialed Inspector, AL

OSHA 40-Hour Trained

KATIE R. FOX, PE

Site Civil Engineering Lead & Conceptual Design/Infrastructure Assessment & Cost Estimating

Brief Description

Ms. Fox is a civil engineer with experience and expertise in the areas of land development, storm water management, hydraulic and hydrologic modeling, erosion and sedimentation control, storm water operation and maintenance inspections, environmental resource permitting, National Pollutant Discharge Elimination System permitting, and contract documents (conceptual, detailed design, and construction level documentation).

Ms. Fox has become specialized in and has been directly involved with stormwater management design and permitting support to a variety of projects, including commercial developments and retrofits, industrial facilities, and soil and groundwater remediation sites. She is also experienced, providing post-design services including bid specification packages, construction oversight, and as-built plans preparation.

Ms. Fox is currently serving as Contract Manager for both the Continuing Engineering and Environmental Services Contracts with the City of Pensacola and has been an active member of the City's Environmental Advisory Board since 2019. She has successfully led and managed numerous multidisciplinary teams to project success.

Relevant Project Experience

Hollice T. Williams Stormwater Park, *City of Pensacola, FL.* Project Manager and engineering lead for the Hollice T. Williams Stormwater Park. The Hollice T. Williams Stormwater Park provides an extraordinary opportunity to create a multipurpose public space in the heart of the City to address flooding and water quality improvements; provide recreational, historical, and cultural experiences; revitalize an urban corridor; and reconnect the community that was lost, isolated, and displaced by the construction of I-110. In addition to the HTW Stormwater Park, the project includes upgrades to the existing Long Hollow Stormwater Pond, requiring parcel acquisitions with the intent of expanding the pond footprint, promoting economic development, and community accessibility. Project objectives include creating an iconic, award-winning, visionary, environmentally innovative, and equitably focused design for the park that will serve as a destination for tourists and residents, and repair impacts incurred by minority communities. Park programming included extensive community engagement and park visioning through an iterative planning and design process, with initial design efforts focused on flood reduction and water quality improvements. Subsequent design phases included detailed park programming and recreational design to be implemented as the City secures additional construction funding through grants, fundraising, or other efforts. Services include site-civil engineering, landscape architecture, structural engineering, process design engineering, utility engineering, geotechnical investigation, geotechnical and structural engineering, public outreach and community engagement, conceptual visioning design, permitting, and construction document production. Design services are currently ongoing.

CDBG Grant Support Services for the Baptist Hospital Legacy Campus and Pace-Cervantes Corridor, *City of Pensacola, FL.* Project direction and client-led the CDBG-DR Support Services Contract for the Baptist Hospital Legacy Campus and Pace-Cervantes Corridor. Geosyntec is conducting environmental assessment activities in support of the preparation of the environmental review record for

the release of grant funds. Efforts include environmental database review, Phase I ESAs, wetland and surface water investigation, cultural resource assessment, agency and tribal notification coordination, and grant support services.

Baptist Hospital Legacy Campus Decommissioning, Demolition, and Redevelopment Advisory and Engineering Consulting Services. Project Director and Geosyntec client lead for the engineering consulting and advisory services related to the Baptist Hospital Legacy Campus decommissioning, demolition, and redevelopment. Geosyntec provided engineering support services to the City of Pensacola (City) to support a property transaction that included approximately thirty-six acres with existing structures totaling over 750,000 (sf) of the former hospital and auxiliary buildings. Due diligence support activities included initial site reconnaissance and a building beneficial reuse evaluation, Phase I ESAs, and a Phase II ESA. Phase II ESA included the installation of monitoring wells, soil and groundwater sampling, and analysis. Hazardous building material surveys (HBMSs) were carried out on the structures to be demolished to evaluate the presence and extent of asbestos-containing materials, lead-based paint, and other hazardous materials. Geosyntec worked closely with the City to understand their planning for the site and provided insights on potential liabilities and risks to be considered in developing the transfer agreement. Geosyntec advised the City on the risk associated with various contracting and tender approaches and developed both an RFQ and an RFP document on accelerated schedules. Geosyntec prepared the RFP to minimize risk and decommissioning and demolition costs by evaluating permitting requirements and incorporating historical as-built surveys, HBMSs. Tree protection plans and a stormwater pollution protection plan (SWPPP) requirements are included in a comprehensive bid document.

Ward Lake Redevelopment, *DeKalb County, GA.* Engineering lead for the hydrologic/hydraulic analyses related to the surface water management system for the multidisciplinary Ward Lake Redevelopment project. The project involved obtaining borrowed material for use in landfill operations from Ward Lake and the ponds area north of Ward Lake Road, while redeveloping these areas into amenity space for the public, including fishing ponds, trails, picnic areas, etc. Ward Lake is an existing 25-acre lake at the Site and currently receives inflow from a 1,400-acre drainage area upstream. The proposed surface water management system included the 5-acre expansion of Ward Lake and the hydraulic connection of three detention ponds downstream, which conveyed runoff to two outfall locations via conveyance channels and culverts. Ms. Fox provided support in preparing existing and proposed conditions hydrocad models for analysis of ponds and conveyance channels, and HY8 and SWMM models for culverts throughout the Site. The system was designed to meet the criteria set forth by the Client, DeKalb County, and the Georgia Stormwater Management Manual.

AMY DZIALOWSKI

Environmental Site Assessment/Grant Applications & Administration/Land Use & Public Engagement

Specialties

Brownfields Redevelopment

Urban Planning

Due Diligence

Environmental Site Assessment & Remediation

Funding & Grants

Community Engagement

Education

MS, Urban Planning, University of Kansas, Lawrence, KS

BS, Environmental Science, University of Kansas, Lawrence, KS

Registrations/Certifications

N/A

Professional Affiliations

American Planning Association

Brief Description

Ms. Dzialowski serves as a Senior Principal and brings over 22 years of expertise in environmental planning, with a particular focus on brownfields redevelopment, funding programs, and environmental compliance. As an urban planner with environmental and land use planning expertise, she understands the many challenges of urban redevelopment projects. She works closely with public and private clients to provide advisory services, environmental strategies, public engagement, and risk protection. She has completed due diligence on hundreds of properties to facilitate real estate transactions and redevelopment. She has comprehensive experience working within numerous federal and state regulatory programs, including NEPA, RCRA, CERCLA, state voluntary cleanup programs, and brownfields initiatives.

Ms. Dzialowski is a nationally recognized expert in environmental and government grant programs. Amy has worked with dozens of grant-funded programs across the United States, focused on environmental solutions, infrastructure, capital projects, community revitalization, brownfields redevelopment, emerging contaminants, solid waste management, carbon strategies, and climate resilience. She has successfully secured more than $300 million in grant funds for public sector and industry clients and brings an understanding of best practices, program approach, and partnership development. She speaks regularly at state and national conferences about the benefits of land recycling and has served on the national planning committee for the USEPA and the International City/County Management Association national brownfields conference and environmental justice caucus.

Amy also serves her community as a vice mayor and city councilor. In this role, she has developed policy around funding programs, utility services, land use, parks and recreation, economic development, and rate structures. She has supported broad general fund decisions and provided budget direction across municipal departments. Ms. Dzialowski was recently appointed by the George Kaiser Family Foundation as an inaugural fellow with the 1050 Forward Fellowship Program, a comprehensive initiative to strengthen civic engagement and advance collaborative strategies for positive statewide outcomes.

Relevant Project Experience

HUD CDBG-DR Grant Implementation, Administration & FHWA Reconnecting Communities Grant, *Pensacola, FL.* Supporting the City of Pensacola with the implementation of a $25M Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Grant, for the Hollice T. Williams Stormwater Park. The more than 100-acre urban park will be designed to build resilience and alleviate flood and stormwater concerns while providing recreational and natural amenities to the community. Client services include supporting the City with park master planning and engagement, stormwater engineering/design/construction plans, grant administration and compliance, HUD environmental review documentation (Environmental Assessment), and permitting. Also provided grant writing and economic benefits analysis for a successful $10M Reconnecting Communities Grant application.

USEPA Brownfields Program Grant Writing and Implementation, Multiple Municipal & Non-Profit Clients. Program Manager and Environmental Planner, assisting multiple municipal and non-profit Brownfields Redevelopment Programs. These initiatives focus on redeveloping major public and private projects in urban core communities. Client services included grant writing, public involvement, strategic

partnering, and agency coordination. Activities have included redevelopment planning, support for environmental justice communities, programmatic grant compliance and support, environmental site assessments, remedial feasibility, corrective action selection, and cleanup oversight. Secured and/or implemented USEPA brownfields grant funding for multiple clients, examples include: Cass Community Services, MI; Dorothea Dix Conservancy, NC; Wendell, NC; Bay City, MI; Oklahoma City, OK; Oroville, CA; Medical Business District, OK; Imperial County, CA; West Sacramento, CA; Huerfano County, CO; El Cajon, CA; Eureka, CA; Peoria, AZ; Reno, NV; Lincoln, NE; Little Rock, AR; San Antonio, TX; McKinney, TX; Texarkana, TX; Norfolk, VA; St. Petersburg, FL; MidAmerica Regional Council, MO; Kansas City, MO; National Development Council, Inc.

Brownfields Redevelopment Projects, *City of Oklahoma City, OK.* Program Manager and Environmental Consultant assisting the City of Oklahoma City Brownfields Program since 2007. This city initiative is a targeted redevelopment program for important public and private projects, largely focused on downtown Oklahoma City. Client services have gone beyond the technical to include the identification of funding opportunities, grant application preparation, and grant administration/reporting; public outreach, agency coordination, and partnership development. Successfully managed and provided technical and advisory support for more than 250 brownfields redevelopment projects. Secured and implemented more than $4.5 million in brownfields grant funding. Notable redevelopment projects have included:

- *Oklahoma City Convention Center*, ULI Oklahoma Outstanding Public Initiative Award
- *Scissortail Park*, 70-acre park, International Partnering Institute's Partnering Champion Award
- *Eastpoint Development*, commercial redevelopment in the historically red-lined district of OKC, ULI Global Awards for Excellence Winner
- *Devon Tower*, 50-story downtown skyscraper, Phoenix Award
- *The National*, hotel, residential, and commercial reuse of a historic 33-story building, Phoenix Award
- *The Douglass at Page Woodson*, affordable housing redevelopment at a former segregated school and the surrounding area, National Trust for Historic Preservation's Richard H. Driehaus Foundation National Preservation Award
- *Bricktown Fire Station*, LEED-certified fire station in Oklahoma City's Bricktown entertainment district

USEPA Brownfields Cleanup Grant, Cass Community Social Services, *MI.* Authored a successful $500,000 USEPA Cleanup Grant application for Cass Community Social Services (CCSS), a Detroit non-profit dedicated to providing basic needs, affordable housing, and support services. The grant enables CCSS to remove asbestos and lead hazards from the Former Visitation Church Site. This funding will transform the deteriorated site, allowing CCSS to create a much-needed recreational community center for the neighborhood and further its mission to support Detroit's underserved populations.

Equitable Community Revitalization Grants, Multiple Local Government & Non-Profit Clients, *CA.* Identified projects, supported partnership development, and authored five successful grants for the newly created Equitable Community Revitalization Grant (ECRG) Program. The ECRG Program gives California communities an unprecedented opportunity to address historic environmental challenges and set a new path for land use that will have immediate and lasting benefits, such as parks and other green spaces, commercial enterprises, and housing. Grant awards will provide for environmental assessment, community engagement, redevelopment planning, and remediation, and total more than $14 million.

Urban Agriculture & USEPA Brownfields Grant Projects Lincoln, NE. Project Director and author of the City's USEPA Brownfields Multi-Purpose Grant Application and Brownfields Program approach. The application included collaboration across City departments and local non-profits to develop a local food and urban agriculture framework for key downtown properties. With funding from the state and USEPA sources, a target site was selected for an urban agriculture plan and environmental assessment that could then be replicated as a best management practice for the City's Climate Action Plan. Secured $800,000 in USEPA Multi-Purpose Grant funding.

Specialties

Master Planning

Water Resources

Outreach/Funding

Education

PhD, Civil Engineering, University of California, Los Angeles, CA

MS, Civil Engineering, University of California, Los Angeles, CA

BS, Civil Engineering, University of Colorado, Boulder, CO

Registrations/Certifications

Professional Engineer, CA No. 67575

Accredited Professional, Leadership in Energy and Environmental Design (LEED® AP)

Professional Affiliations

ASCE

MARK HANNA, PHD, PE, LEED AP

Planning & Civil Engineering/Infrastructure Design/Project Delivery Methods

Brief Description

Dr. Mark Hanna has nearly 30 years of experience in integrated water resources, including water resource planning, surface water/groundwater design, hydrology and hydraulics, stormwater management, and stream flow management. His most recent experience has been in designing and implementing multi-beneficial stormwater and snowmelt capture projects, prioritizing water supply, water quality, conjunctive use, and environmental management. Dr. Hanna spent seven years as a water resources engineer for the Los Angeles Department of Water and Power. During this time at LADWP, he developed more than 15 multi-beneficial stormwater capture projects, including spreading grounds and subregional infiltration facilities, and served as the water rights lead for groundwater remediation initiatives. While at LADWP, he directed the Mono Basin Restoration Program, responsible for stream flow diversions totaling 16,000-acre feet per year. Before joining LADWP, Mark managed the U.S.B.R.'s "Real-Time Wetland Water Quality Management Program," balancing water supply, water quality, and habitat needs for a 50,000-acre wetland complex in California's Central Valley. Dr. Hanna received his Master's in 1999 and his Ph.D. in 2004 in water resources from UCLA with a minor in ecology.

Relevant Project Experience

Sepulveda Basin Vision Plan, *Los Angeles, CA.* Project Director and Lead Civil and Water Resources Engineer for the Vision Plan process, which entails the City of Los Angeles' first comprehensive look at the entire Sepulveda Basin, a nearly 2,000-acre open space owned by the USACE with approximately 1,500 acres under lease to the City of Los Angeles through their Recreation and Parks Department. The project recognizes the critical importance of the Sepulveda Basin as part of the LACDA and seeks to update the environmental, recreational, and cultural opportunities available in the Sepulveda Basin. Additional aspects incorporated into the Vision Plan include access for communities into the basin as well as within the basin once they arrive. Key in this process is to develop flood risk, water quality, and water supply aspects to support the USACE and other key jurisdictional entities. Project analyses thus far indicate that the basin capacity may be increased by 10 to 20%, possibly adding ~3,000 acre feet of flood storage.

Bending the River Back into the City, Metabolic Studio, Los Angeles, CA. Project Director. Currently providing planning, engineering, permitting, bidding, construction at risk, and construction management services for diversion and treatment of the Los Angeles River water near downtown, which includes intake structures in the Los Angeles River; micro-tunneling of 12-inch intake pipelines; pump station, water treatment, storage, and distribution system to nearby parks for irrigation; mechanical and electrical controls and instrumentation; and various site improvements. Currently, construction of the in-river structures and micro-tunneling is complete.

Los Angeles River Master Plan Update, *Los Angeles County, CA.* Project Manager and Water Resources Technical Lead for the Los Angeles River Master Plan Update project. This is a County-wide planning and technical analysis effort encompassing water resources, environmental conditions, and the community. Water resources include surface water modeling, groundwater management, water quality, wastewater

discharges, and urban runoff. The environmental issues include native and non-native species management, including Arundo within the soft-bottom reaches of the LA River. Community issues revolve around access and equity, housing, and public health. The project includes a 40+ agency steering committee, nine LA County Departments, and a robust community engagement program.

OASIS Aliso Creek Urban Runoff Diversion Planning Study & Preliminary Design Report, *Moulton Niguel Water District, CA*. Senior Technical Reviewer, QA/QC. Analyzing the feasibility of diverting streamflow from Aliso Creek to serve existing and future recycled water demands. The project includes considerations, including water availability modeling, permitting, water rights, existing infrastructure, lake management, geotechnical considerations, natural treatment system feasibility, alternatives analysis, and a 30% design package.

Headwaters Area Project, *Canoga Park, CA*. Project Director and program manager for the Headwater Area Project and early action implementation project, looking at visioning and master planning, and focusing on meeting specific needs through project implementation. Responsibilities include concept development, water resource analyses, including water quality and hydraulics, civil design, permitting, and cost estimating.

Headwaters Pavilion, *Canoga Park, CA*. Project Director for the early action implementation of the Headwaters Pavilion, developing an access gateway, with a shade structure and restroom facility, along with native plantings and stormwater quality improvement practices.

Stormwater Capture Parks Program, *San Fernando Valley, CA*. Project Technical Advisor for the design and permitting for major enhancements to increase stormwater capture at nine parks in the City of Los Angeles. Scope items include optimization of the hydrology and hydraulics across all nine parks and geotechnical investigation and detailed design of stormwater infrastructure at a subset of the nine parks.

Rio Hondo Confluence Area Concept Study, *LACPW, Southeast Los Angeles, CA.* Project Director and lead civil engineer for the conceptual design of multiple park and open space improvements across and along the Los Angeles River, the Rio Hondo, and the confluence area in Southeast Los Angeles. The project includes multiple studies for potential river modifications that would improve the needs of the underserved communities, including pedestrian bridges, platform parks, flood channel terracing, low-flow channel modifications, and associated geotechnical and environmental engineering activities.

San Fernando Green Streets; Van Nuys Great Streets Infrastructure Implementation (Alternative Delivery), *Los Angeles, CA.* Technical advisor for the integrated design/alternative delivery project installing stormwater biofiltration and drywell devices along Van Nuys Boulevard to capture, treat, and infiltrate stormwater into the San Fernando Basin.

Mill Creek Wetlands, *San Bernardino and Riverside Counties, CA.* Water resources engineer for design aspects of diversion from Mill Creek into the water quality treatment facilities and treatment train. Tasks included design support, certification, and coordination with key regulatory agencies, including USACE (LA District). The project involves 50 acres of vegetated detention basin, treatment wetlands, infiltration, and multi-benefit recreational areas.

Southern California Water Conservation Analyses, *Los Angeles, CA.* Project Manager and water resource lead for the Metropolitan Water District of Southern California, analyzing recycled water distribution networks and large landscaped areas throughout MWD's service area to identify opportunities to increase non-potable use of recycled water.

Sustainability Analyses for Facebook Redevelopment*, Menlo Park, CA.* Sustainability analyst developing options for water capture and reuse on the master planned Facebook Campus under the direction of Frank Gehry. Responsible for developing options for centralized and distributed options and accounting for the water-energy nexus.

Specialties

Integrated/Sustainable Water Resources

Water Resources Infrastructure & Delivery

Watershed Management & Water Quality Planning

Education

MS, Civil Engineering, University of California, Berkeley, CA

BS, Civil Engineering, University of California, Berkeley, CA

Registrations/Certifications

Professional Civil Engineer, CA No. 51194

Diplomate, Water Resources Engineer No. 00281

Envision Sustainability Professional

Certified Professional in Storm Water Quality

Professional Affiliations

ASCE

American Water Resources Association

Water Environment Federation

California Stormwater Quality Association

Asian American Architects/Engineers

Berkeley Engineering Alumni Society

Urban Water Institute

KEN J. SUSILO, PE, D.WRE, ENV SP

Public/Private Partnerships/Planning & Environmental Permitting/Project Delivery Methods

Brief Description

Ken Susilo, PE, D.WRE, ENV SP, is a Professional Engineer, Diplomate Water Resources Engineer, and Envision Sustainability Professional (Certified Professional in Water Quality inactive). He has over 27 years of experience in planning, permitting, engineering, design, hydraulics, hydrology, stormwater management, and integrated water resources. He has actively investigated alternative project delivery methods (such as public-private partnerships), funding approaches, asset management, and Triple Bottom Line assessments for project and program implementation. His projects have been recognized by the American Society of Civil Engineers (ASCE), Water Environment Federation (WEF), California Stormwater Quality Association (CASQA), American Public Works Association (APWA), League of California Cities, and California Water Environment Association (CWEA). Mr. Susilo has served as an Expert Witness in cases involving storm water, hydrology, flooding, sediment fate and transport, and water quality. Mr. Susilo recently served on the WEF Stormwater Steering Committee, co-chairing the subcommittee for Technical Excellence. He is the managing Senior Principal of Geosyntec's Los Angeles office.

Relevant Project Experience

Aliso Creek Inn Redevelopment Water Quality Analysis, *Laguna Beach, CA.* Project Manager for water quality analysis for the redevelopment of the Aliso Creek Inn and Golf Course at Laguna Beach. Tasks included baseline water quality assessments, participation in site and golf course design, development of water quality mitigation and monitoring plan, and participation in stream and flood impact assessments.

Vermont Avenue Green Street Improvements, *Los Angeles, CA.* Principal-in-Charge for hydrologic and water quality analyses and the development of green street/water quality design elements, including the evaluation of potential water quality benefits for the City of Los Angeles Community Redevelopment Agency and AHBE Landscape Architects.

Specialties

Civil Engineering

Construction Management

Project Management

Geotechnical Engineering

Environmental Engineering

Education

BS, Civil Engineering, California State Polytechnic University, San Luis Obispo, CA

Certificate, Construction Management, University of California, Los Angeles, CA

Registrations/Certifications

Professional Engineer, CA No. C45527, TX No. 129702, KY No. 40081

Geotechnical Engineer: CA

Associate Fellow, Institute of Chemical Engineers

Certified Safety Professional, BCSP

Professional Affiliations

Institute of Chemical Engineers

American Institute of Chemical Engineers

NACE International

Board of Certified Safety Professionals

ROBERT BRUCE

Environmental Engineering & Planning/Civil Engineering & Infrastructure Design/Planning & Constructing Phasing/Demolition & Decommissioning/Project Delivery Methods

Brief Description

Mr. Bruce has 40 years' experience in planning, feasibility studies, investigation and technical studies, litigation and claims support, preparation and implementation of work plans for a variety of industrial, commercial and mixed-use and redevelopment projects, environmental remediation projects and civil engineering structures throughout the United States, Canada, Thailand, Indonesia, Malaysia, Philippines, Cambodia, Laos, Columbia, Brazil, Kuwait, Bahamas, Peru, Bangladesh, Turkey, Australia, and Kazakhstan.

Relevant Project Experience

***Former Baptist Hospital Complex Demolition & Redevelopment**, City of Pensacola, Pensacola, FL.* Technical Lead for the characterization, materials inventory, and planning for demolition of a former multistory hospital complex and fifty-four adjacent properties in Pensacola, Florida. The site is planned for redevelopment as affordable residential and park space.

San Fernando Valley Green Streets *City of Los Angeles Bureau of Sanitation and Environment, Los Angeles, CA.*** Technical lead for studies in support of a set of planned green stormwater infrastructure development projects in the San Fernando Valley to capture and redirect stormwater runoff to groundwater. These projects incorporated the capture of stormwater with opportunities for community re-greening and development of local parks and green spaces. Geosyntec also implemented a Small Business Incubator Program to engage, develop, and expand the pool of local small business contractors to participate in this program.

SELA Cultural Center, Rivers & Mountains Conservancy*, Norwalk, CA*. The San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (RMC), in partnership with the Los Angeles County Flood Control District, is developing a project for a Community Cultural Center in Southeast Los Angeles (SELA) near the City of South Gate, California. Project Manager for Geosyntec, where Geosyntec is part of a team that includes OLIN for landscape architecture and urban design, Gehry Partners for architecture, MKA for structural engineering, and other building specialists. Geosyntec's involvement started with site selection and feasibility studies. The specific Geosyntec scope includes geotechnical, civil, hydraulics and hydrology, stormwater management, environmental engineering, and support of permitting, CEQA, and community engagement.

The Port Lands Flood Protection & Enabling Infrastructure Project (PLFP)*, Toronto, Canada.* PLFP is a major brownfield redevelopment project in Toronto, Ontario, Canada, consisting of over 715 acres of waterfront land around Lake Ontario. The former industrial area with soil and groundwater contamination issues is being redeveloped into major parklands and mixed-use development. This scope of work includes the excavation of a new outlet river channel connecting the Don River to Lake Ontario, to alleviate upstream

flooding and provide new wetlands and park assets for the City of Toronto. Provided onsite technical support on the installation of a secant pile wall that involved the installation of more than 1,500, 1.2-meter-diameter overlapping concrete piles installed to socket into bedrock at depths of 40 to 45 meters in a contaminated site.

Valley Plaza Park North, Stormwater Capture Parks Program, **City of Los Angeles, Bureau of Engineering (LABOE),** *North Hollywood, CA.* Project Manager for the Valley Plaza Park North to capture stormwater runoff from an approximate 920-acre watershed and divert the runoff into a 2.2-acre underground infiltration gallery. The gallery will be installed, and then all park facilities will be re-established. The performance metric for the Project is capture of 457 acre-feet per year (AFY) achieved by diverting flow from a 12-foot by 10.5-foot County of Los Angeles Flood Control District (LACFCD) reinforced concrete box culvert.

Headworks Restoration Park, City of Los Angeles Department of Water & Power*, Burbank, CA,* provided geotechnical and environmental support for the planned Headworks Restoration Park. The park would occupy the eastern side of the existing 43-acre Tom LaBonge Headworks Water Complex, along with a parking lot, a gateway pavilion, pedestrian pathways, bicycle infrastructure, and connections to both the L.A. River trail and Griffith Park. The centerpiece of the park would be a new eight-acre garden above the western reservoir, featuring tree groves, gardens, and walkways.

William J. Dunaway

Shareholder

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Santa Rosa Beach, FL

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// Legal Secretary

Patricia Brennan / 850.208.7063
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// Paralegal

Barbara Sponburgh / 850.208.7067
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PRACTICE AREAS

- Construction & Development
  - Environmental & Land Use
  - Real Estate Transactions & Real Property Development
- Environmental & Land Use
  - Real Estate Transactions & Real Property Development
- Litigation
  - Administrative
  - Commercial Litigation
  - Eminent Domain & Condemnation
- Real Estate
  - Eminent Domain & Condemnation
  - Real Estate Litigation
  - Real Estate Transactions & Real Property Development

PROFESSIONAL EXPERIENCE

Will practices primarily in the area of environmental and land use law. He has experience in local, state, and federal land use planning and the associated environmental permitting. Will has negotiated environmental matters at the federal, state, and local governmental level. He represents clients before local government commissions, councils, and boards on land use and environmental issues. Will's litigation training began in the military justice system where he served as a trial and defense counsel and ultimately a Military Judge.

Following his retirement from the Navy, Will and his family moved back to Pensacola and the City they grew to love during several tours of duty. His wife, Beth, is a special education teacher in the Escambia County School District.

At the University of Mississippi Law School, Will served as the Editor-in-Chief of the Mississippi Law Journal. While at The George Washington University Law School, Will interned at the Council on Environmental Quality, Executive Office of the President.

Will served as the 2018-19 President of Pensacola-Cordova Rotary. Will joined Rotary in April 2012 and became involved with leadership after attending RLI training. He is a graduate of RLI I, II, and III plus graduate Foundation and Discussion Leader training. He attended the RI Convention in Atlanta and served as a volunteer with the host committee. Will was designated a Paul Harris Fellow by the club in 2015. He became a Paul Harris Society member in 2017 and a Bequeath Society member in 2018 as part of the District Million Dollar Dinner. In 2018, Will was selected by the Combined Rotary Clubs of Greater Pensacola and the University of West Florida College of Business as their "Ethics in Business Award" recipient.

Will continues to show dedication to his profession and community by being an advocate for persons experiencing homelessness at Satoshi Forest. Through his volunteer work with groups like NAIOP, where he serves as past president of the local and state chapters, Will is working to ensure economic growth continues not only in Escambia County, but throughout the Florida Panhandle. In 2018, Will was awarded NAIOP NW Florida's Member of the Year.

When he has a free moment, Will enjoys many outdoor activities including fresh and saltwater kayaking, hiking, and camping.

Will is a Martindale AV rated attorney licensed to practice law in the states of Mississippi and Florida.

https://clarkpartington.com/environmental-land-use/

AFFILIATIONS

- American Bar Association, Law Practice Division Member
- The Florida Bar – Florida Environmental & Land Use Law Section (ELULS)
- Escambia Santa Rosa Bar Association
- CivicCon, Board Chairperson, 2018-2023
- NAIOP Commercial Real Estate Development Association, State President, 2018-2019
- Florida Association of Environmental Professionals (FAEP)
- Sacred Heart Foundation Development Board (300 Hearts), 2009-2013
- Rotary Club of Pensacola, Inc. (Cordova Chapter), President, 2018-2019

EDUCATION

- LL.M. Environmental Law, The George Washington University Law School, 2002
- J.D., University of Mississippi, 1992
- B.S., University of Mississippi, 1986

HONORS

- AV rating in the Martindale-Hubbell Law Directory

ADMITTANCE TO PRACTICE

- All Florida State Courts
- All Mississippi State Courts
- U.S. District Court for the Northern District of Florida
- U.S. Court of Appeals for the Armed Forces

Charles F. James IV, B.C.S.

Board Certified Real Estate Lawyer

Shareholder & Transaction Dept Chair

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// Legal Secretary

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// Real Estate Closing Coordinator

Linda Christenson / 850.434.8576
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PRACTICE AREAS

- Business & Banking
  - Administrative
  - Financial Institutions
  - Corporate, Securities & Business
- Construction & Development
  - Real Estate Transactions & Real Property Development
- Environmental & Land Use
  - Real Estate Transactions & Real Property Development
- Real Estate
  - Financial Institutions
  - Real Estate Transactions & Real Property Development
- Tribal Law

PROFESSIONAL EXPERIENCE

Charles aims to deliver reliable results to his clients. He provides reasoned and efficient analysis in real estate development, finance, and corporate transactions. He has true multistate practice with admission to practice law in both Florida and Alabama.

He represents banks and other lenders in loan originations, including construction and term loans, mezzanine and bridge loans, and on workouts, restructurings and foreclosures. Projects for which his clients have made loans include shopping centers, hotels, multifamily, mixed-use, office, parking facilities, condominiums, marinas, and retail developments, and aircraft.

He represents developers and an Indian Tribe in development projects including office towers, mixed use commercial and retail, hotels and resorts, golf courses, marinas, shopping centers, multi-family housing, commercial and residential condominiums, and residential subdivisions.

He regularly drafts and negotiates complex leases for commercial landlords, and tenants. He has experience in all aspects of State and Federal New Market Tax Credit transactions representing leverage lenders, CDEs, and QALICBs.

His most recent and ongoing activities include the representation of the developer (an Indian tribe) of 500 acres in Baldwin County, Alabama in the development, build out and lease of commercial retail space within a destination lifestyle center and amusement park, and the representation of a developer of a $67 Million multi-building mixed use project involving residential, retail, and office development with multistory parking garage in downtown Pensacola, Florida.

He enjoys spending time with his wife and two children, watching Alabama football, and participating in triathlons and other endurance events, including Ironman distance races, ocean swims and marathons.

Charles has served on the Firm's Executive Committee as Transaction Department Chair, Secretary, and Treasurer. He issues title insurance in Florida and Alabama as an agent for all major title insurance underwriters. He is Board Certified as a Specialist in Real Estate Law by the Florida Bar.

EDUCATION

- J.D., Samford University Cumberland School of Law, 2002
- M.B.A., Samford University, 2002
- B.S., University of Alabama, 1996

HONORS

- AV rated by Martindale-Hubbell
- Super Lawyers
- Florida Trend's Legal Elite
- Ironman Florida, 2014, 2022
- Ironman Chattanooga, 2015
- Ironman 70.3 Gulf Coast, 2018, 2021
- Ironman 70.3 New Orleans 2014, 2015
- Ironman 70.3 Augusta, 2015
- Escape from Alcatraz
- Chicago Marathon
- New York Marathon
- Marine Corps Marathon
- Big Sur Marathon
- Swim for the Alligator Lighthouse

ADMITTANCE TO PRACTICE

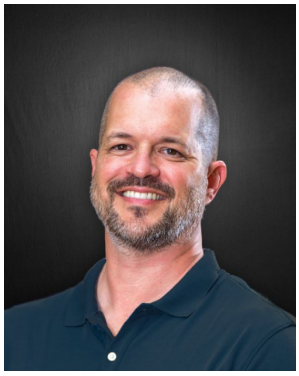
- Florida
- Alabama

CERTIFICATIONS

- Board Certified as a Specialist in Real Estate Law by the Florida Bar

AFFILIATIONS

- The Florida Bar, Real Property Probate and Trust
- Escambia Santa Rosa County Bar Association
- Baldwin County Bar Association
- National Association of Industrial Office Properties (NAIOP)
- Big Brothers Big Sisters of Northwest Florida, former "Big" and Board Member



Travis Peterson

Over 20 years of experience in public affairs, advocacy, political communications, and public relations. Expertise in strategic communications, message development, stakeholder targeting, and crisis communications.

- Managed public engagement campaigns for local, regional, and international clients in the public and private sectors to support project goals and build community support.
- Developed and implemented policy agenda and communications plans for local government, semi-governmental agencies, and public policy campaigns.
- Community engagement projects include:
    - Carpenter Creek & Bayou Texar WMP - Escambia County, FL
    - Musqueam Reserve Master Plan, Vancouver, BC
    - OLF-8 Master Plan - Escambia County, FL
    - Skylands Development Plan, Tasmania, AUS
    - Jackson Street Master Plan, Escambia County, FL
    - West Main Master Plan, Pensacola, FL

Professional Experience

Impact Campaigns - *Founder and Lead Strategist* 2003-Present

- Expanded initial consulting business to include multiple service lines, public and private sector clients, specializing in land use communications and engagement.
- Supported advocacy efforts at the local, state, and national efforts for environmental, public health, educational, and community equity causes.
- Managed targeted communication campaigns for state, local, and municipal elected officials and political candidates across the United States.
- Advised corporate and nonprofit clients on public policy issues, stakeholder outreach, brand communications and public relations efforts.

American Cancer Society - *Regional Advocacy Specialist* 2001-2003

- Managed 18-county territory to mobilize grassroots advocates to support organizational advocacy and policy goals.
- Selected as statewide advocacy trainer for 200 volunteers participating in Washington, DC advocacy day.
- Successfully coordinated petition gathering effort and get-out-the-vote campaign for Statewide Constitutional Amendment banning indoor smoking (Yes on 6)
- Coordinated state legislative outreach efforts for State Representatives and Senators across Northwest Florida.

Education

B.A., Political Science, Samford University

References

Available Upon Request

Chris Zahas

AICP, Managing Principal

LELAND CONSULTING GROUP

Role on Project

Senior Market and Real Estate Advisor

Chris Zahas is a real estate strategist and project manager with an emphasis on urban corridors, downtown revitalization, employment districts, transit-oriented development, and public-private partnerships. He helps public and private sector clients turn broad visions into prioritized and achievable action plans by combining market and economic research with strategic advice that is tied to the fundamental principles of real estate development and place making. In all cases, Chris keeps the focus of projects on implementation, anticipating next steps and never hesitating to advise a client to change directions when that is the best course. In over 25 years at Leland, he has managed more than 50 downtown, corridor, and economic development strategies and played a strategic advisor role in dozens more. As the majority owner of Leland Consulting Group, Chris leads the firm's strategic direction and serves as a professional mentor to its talented team of analysts and associates.

Education

- Portland State University, Master of Urban & Regional Planning, 2000
- Lewis and Clark College, Bachelor of Arts, International Affairs, 1993

Professional Memberships

- Urban Land Institute
- American Planning Association
- American Institute of Certified Planners (#019464)

Project Experience

Linfield University Development Master Planning, McMinnville, OR. Chris Zahas is serving as the lead real estate advisor and project manager of a development strategy for Linfield University's 76-acre undeveloped property located south of its McMinnville, Oregon campus.

Waterfront Master Plan and Development Strategy, Vancouver, WA. Chris served as a senior strategic advisor for this master planning process. Upon completion of the plan, the team worked with the Port to recruit developers and sign development deals with a major hotel developer, and restaurant and conference facility for the historic Terminal 1 building.

Kalaeloa Master Plan, Kapolei, HI. Chris served as lead market advisor in the preparation of a market analysis and development program for Kalaeloa, a former naval air station in Hawaii currently being redeveloped into a vibrant, mixed-use community that will help address Hawaii's severe housing shortage.

Ted Kamp

Senior Associate

LELAND CONSULTING GROUP

Role on Project

Market and Real Estate Analyst

Ted Kamp provides market analysis in support of strategic land use decisions for public planners and private developers. Drawing on expertise in GIS, market economics, and demographic analysis, he incorporates user-friendly information design to convey critical market intelligence to stakeholders. His work spans a variety of development and planning contexts including urban infill, economic development, suburban revitalization, impact analysis, and transit-oriented development. Recent client work has covered locales across the western and central US. In addition, he taught the Urban Market Analysis course for planning graduate students at the University of Colorado-Denver for five years. After receiving a BBA (with honors) from the University of Oklahoma and an MS in Marketing/Consumer Behavior from the University of Arizona, Ted provided research and strategic planning services for the Leo Burnett advertising agency in Chicago. He subsequently earned a Masters in Urban and Regional Planning at the University of Colorado-Denver. He has provided urban market analysis consulting services for the past 24 years.

Education

- University of Colorado, Master of Urban & Regional Planning and PhD coursework, 2001
- University of Arizona, Master of Science, Marketing (Consumer Behavior), 1993
- University of Oklahoma, Bachelor's in Business Administration (with honors), 1990

Project Experience

Johnson Street Property Redevelopment Plan, Missoula, MT. Ted served as the lead market analyst on a feasibility analysis for an eight-acre City-owned property, helping to synthesize stakeholder input with real estate and economic analysis to develop market-supported redevelopment typology alternatives.

Waterfront Master Plan and Development Strategy, Vancouver, WA. Ted's primary role in this major public-private redevelopment project was to analyze the likely future economic and fiscal impacts of transitioning from a historically distribution-oriented shipping port to a mixed-use commercial and residential destination development.

Downtown Redevelopment Plan, Albuquerque, NM. Ted led a market analysis for a downtown redevelopment plan focused on providing the city with a market-driven approach to the investment of tax-increment dollars. The work included analyzing foot traffic to key downtown blocks to identify travel patterns and visitor demographics.

Andrew Oliver

AICP, Senior Urban Development Analyst

LELAND CONSULTING GROUP

Role on Project

Market and Real Estate Analyst

Andrew Oliver is a planner with a passion for helping to create more equitable and sustainable cities and regions through understanding the relationships between land use, access to housing and transportation, and the economics of development. He is particularly interested in strategies to improve housing affordability and understanding the housing needs of communities, as well as the connection between housing and economic development. At Leland Consulting Group, Andrew supports the firm's principals and associates with a variety of research, writing, GIS, and data analysis tasks. He has recent experience working on a variety of housing plans, downtown strategies, tribal economic development efforts, and comprehensive plans in the Pacific Northwest and Alaska. Before joining the firm, he worked for JM Goldson, a community planning firm in Boston, on housing production plans for a number of Massachusetts municipalities. Andrew has a Master's degree in Urban and Regional Planning from Portland State University, and has also worked as a professional pianist in Portland and London, specializing in traditional jazz and tango music.

Education

- Portland State University, Master of Urban & Regional Planning, 2022
- Portland State University, Bachelor of Music, Jazz Studies, 2007
- Portland State University, Bachelor of Arts, French, 2007

Professional Memberships

- American Planning Association
- American Institute of Certified Planners (#37484)

Project Experience

Telephone Hill Land Redevelopment Study, Juneau, AK. Andrew worked on a detailed market analysis, developer interviews, and a financial analysis to identify potential tools and strategies to bridge the financial gap and make the Telephone Hill site attractive for new investment in housing at a range of affordability levels.

NW Rubber Site Redevelopment, McMinnville, OR. Andrew assisted with the developer recruitment process for the NW Rubber site in McMinnville. Recently acquired through the city's urban renewal agency, the site has long been a planned catalyst for redevelopment of the Northeast Gateway District, adjacent to McMinnville's award-winning downtown.

General Plan Update, Santa Fe, NM. Andrew is currently leading the housing and economic development elements of the plan. This work has involved a housing background and needs analysis, detailed analysis of areas of the city experiencing past and current displacement risk, and analysis of markets for residential and commercial real estate.

Jennifer Shuch

Senior Urban Development Analyst

LELAND CONSULTING GROUP

Role on Project

Market and Real Estate Analyst

Jennifer Shuch is a data-driven, equity-focused planner who strives to understand urban environments from the perspective and needs of a wide variety of users. She believes that greater inclusivity creates stronger communities and fosters economic growth. Her passion for urban and economic planning stems from her interest in accessibility and universal design as well as her experiences living in a variety of urban, suburban, and rural communities. Jennifer is experienced in market analysis using a combination of quantitative and qualitative data. She combines clearly written assessments with data visualizations and has experience conducting feasibility studies for a variety of housing types as well as hospitality, office, and retail. She regularly contributes to Leland's blog and has written articles and white papers on local housing policies. She previously wrote, hosted, and edited a podcast focusing on current events in real estate, infrastructure, and transit in the Pacific Northwest. Jennifer was the Senior Research Analyst at a Portland-based multifamily real estate brokerage serving Oregon and Washington.

Education

- University of Southern California, Master of Urban Planning, 2022
- King's College London, Master of Middle East & Mediterranean Studies, 2011
- Haverford College, Bachelor of Arts, Religion, 2009

Professional Memberships

- Urban Land Institute

Project Experience

Linfield University Development Master Planning, McMinnville, OR. Jennifer served as a market analyst in the preparation of a detailed real estate market analysis to identify feasible uses for Linfield University's 76-acre undeveloped property located south of its McMinnville, Oregon campus.

Clark College Foundation (CCF) Development Advisory Services, Vancouver, WA. Jennifer is serving as a market analyst on a development strategy for CCF-owned land directly adjacent to Clark College's Vancouver campus, which it hopes will become a point of connection between the community and the college campus.

Johnson Street Property Redevelopment Plan, Missoula, MT. Jennifer served as a market analyst on a feasibility analysis for an eight-acre City-owned property to determine the potential public subsidy that would be needed given three different typology and affordability scenarios.

NO
Hollice T. Williams
WHAT MAKES A GREAT PARK?
Geosyntec
FLORIDA A&M
UNIVERSITY
BANDS of the BAYOU
east hill

COMMUNITY REPRESENTATION

Philosophy and Commitment

Our team believes the success of the Pensacola Baptist Hospital campus redevelopment rests on the strength of community voices. From the outset, we will engage the surrounding neighborhoods directly, ensuring that critical perspectives shape the vision, goals, and outcomes. We recognize that trusted neighborhood leaders often know how to reach others whose perspectives might otherwise be missed, and we will work with them to carry messages and broaden participation. With team members already active on the ground in Pensacola, we will build a coalition rooted in the Westside community and commit to a process that is broad, transparent, and authentically inclusive.

The Bayou Team has been intentionally assembled to meet the needs of all three scales involved with this initiative: the campus itself, the surrounding neighborhoods, and the broader Pensacola community. Our team combines local, regional, and national expertise, blending deep relationships with community organizations, churches, schools, nonprofits, and government officials with proven practices tested in major redevelopment projects across the country. The Bayou District in New Orleans is a preeminent example of how community representation, when authentically centered, results in equitable delivery of housing, education, health, and public benefit projects.

Knowledge of the Site and Surrounding Community

Our team's ongoing involvement in West Pensacola provides a head start in understanding site conditions, neighborhood dynamics, and community needs. We are already working on the ground near the Baptist Hospital site, supporting local initiatives and helping City and CRA staff respond to immediate needs. This embedded presence ensures that our knowledge is not abstract but rooted in lived realities, enabling us to anticipate challenges and embed community perspectives throughout the redevelopment process.

The Baptist Hospital site sits at the crossroads of lower-income, majority-Black neighborhoods experiencing displacement pressures. We understand the contrast between these communities and nearby areas such as North Hill and Belmont-DeVilliers, which have already undergone significant change and present different socio-economic conditions. This awareness is critical for crafting strategies that uplift rather than displace.

We also recognize the dynamic nature of the site itself. The Paces Foundation's affordable housing projects currently under construction—the family-oriented Avery Place and the senior-focused Kupfrian Manor, illustrate how parallel investments are already reshaping portions of the campus. These projects, while important anchors, add complexity to the redevelopment process by introducing new uses, funding streams, and timelines. Our advisory team is structured for flexibility, adaptability, and anticipation, ensuring we can assimilate real-time movement in adjacent projects or evolving ideas and integrate them into the broader redevelopment framework.

Finally, our approach is informed by a broader view of the Historic North Gulf Coast region. We recognize the shared legacy of reinvestment, disinvestment, and renewal across communities from Pensacola to Mobile and beyond. These patterns—shaped by cultural identity, economic restructuring, and environmental pressures—offer valuable lessons for the Baptist Hospital campus. Our team's deep knowledge of the region's history and redevelopment dynamics allows us to situate Pensacola's Westside within this larger narrative while staying responsive to the immediate needs of residents.

COMMUNITY REPRESENTATION

Local Teaming and Partnerships

Our partnerships with local congregations, senior groups, sports organizations, neighborhood associations, schools, and nonprofits provide a foundation for authentic conversations. We anticipate including a city-funded stipend for eligible participants and organizations to support this effort, recognizing the value of lived experience and local leadership. These partnerships will leverage and amplify the strengths of existing community groups while ensuring accountability and trust.

Inclusive Engagement Methods

At Bayou District Consulting, community engagement is not an afterthought, it is woven into everything we do. Guided by the principles established at the Bayou District Foundation, our approach begins with the belief that true leadership emerges from within the community. Residents are not passive recipients of redevelopment but active partners and co-creators in shaping their future. Engagement is embedded at every stage of our work, from visioning and planning to implementation and long-term stewardship. The CPP program ensures that established, organic groups amplify outreach and create a transparent feedback loop.

Innovative features to maximize community representation discussed in the preceding scope of work section for Pensacola's initiative include:

Public Engagement and Communications Plan
We will advise the city on a comprehensive strategy that sets expectations, clarifies responsibilities, and ensures engagement is transparent, consistent, and tied directly to decision-making.

Community and Partners Program (CPP)
As trusted advisors, we will help identify and empower community leaders who can "find the leaders that find the leaders," ensuring that underrepresented voices are authentically embedded in every phase.

Project Website with Online Engagement Platform
We will guide development of a digital hub that extends access, captures feedback in real time, and provides a transparent record of how community voices influence outcomes.

Social Media, Email, and Organizational Channels
Our team will advise on targeted messaging through trusted local networks and digital tools, embedding the project in the everyday communication streams residents already use.

Open Houses and Pop-Up Events
We will design and facilitate accessible, welcoming events that bring the project into the neighborhood—embedding ourselves directly in the community's daily life.

Market Soundings and Feedback Sessions
As advisors, we will convene developers, service providers, and business leaders to test ideas, share realities, and ensure community benefit remains at the core of market-driven decisions.

Individual and Small Group Meetings
We will embed our team within grassroots settings—church basements, living rooms, and local offices—to listen closely and bring critical voices forward that might otherwise be missed.

COMMUNITY REPRESENTATION

On the following pages are local and national exemplars to illustrate our capabilities and approach. We do our best work when we work closely with the community. The Community and Partners Program is crucial to ensuring that we are connecting with established, organic groups and organizations that can amplify our outreach efforts and create a trusted and transparent feedback loop.

Track Record of Representation in Other Projects

This commitment to participatory leadership instills core values of trust, transparency, equity, and shared ownership. It ensures that projects are grounded in the lived experiences, cultural context, and aspirations of the people they serve. For example, in the development of Columbia Parc, more than 60 community meetings were held before a single pile was driven and community dialogue continues to guide decision-making to this day. This sustained, inclusive engagement fosters stronger, more resilient communities and results in outcomes that reflect collective priorities, build local capacity, and create a sense of pride and agency that endures well beyond the life of any single project.

Outcomes

Our approach ensures that community representation is more than a procedural step, it is the foundation for outcomes that align with the goals of West Pensacola residents and the broader region. By grounding this work in authentic relationships, transparent processes, and measurable accountability, we will help deliver a redevelopment of the Baptist Hospital campus that is inclusive, equitable, and transformative.

Collaborative Planning in Greenville

Reedy River Redevelopment Area & Unity Park

In Greenville, South Carolina, our team advised city leadership and community partners on how to link equitable redevelopment with environmental restoration. Beginning in 2015, we built a collaborative planning process for the 350-acre Reedy River Redevelopment Area, working alongside historically Black neighborhoods on the city's west side.

The approach emphasized trust and inclusion: neighborhood liaisons, small group conversations, open public meetings, and a transparent communications loop where feedback was gathered, tested, and returned for refinement. Not everyone agreed with every step, but everyone was invited to every step. This steady rhythm of engagement built both trust and momentum.

The process led directly to Unity Park, a signature civic space that opened in 2022. More than a park, Unity Park is a model of good planning—balancing floodplain restoration, affordable housing strategies, and equitable development. It demonstrates how to build a coalition, build excitement, and keep the promise of community-centered change.

Grandview Yard, Grandview Heights, Ohio

First project in the state of Ohio and the largest project in the U.S. to be certified by the USGBC in LEED for Neighborhood Development (LEED-ND)

COST

Our approach and specific ideas are intended to illustrate the team's capabilities in serving as the City's developer advisor. Our success is also in part due to our flexibility in collaborating, anticipating and responding. This initiative is a journey of discovery—together. As such, we propose a fee schedule based on an initial engagement, with a strong desire to continue for the duration in support of this complex initiative. This allows the City to choose the level of effort needed from our team to support this initiative. For example, task orders can be issued based on short term need and available budget. A schedule of rates—ranged accounting for the diversity of this team—is provided in the table below. Our team will prepare a scope, schedule, staff assignments, deliverable and fee for each task requested, which would be reviewed and approved by the City in advance. This and the Program Management Plan referenced in the services section key approaches to cost management and maintaining a schedule.

RATE CATEGORY		HOURLY RATE RANGE
Advisors	Attorney	$500 - $550
	Director	$350 - 375
	Principal	$250 - $275
	Senior Technical Staff	$225 - $285
	Senior Engagement Staff	$200 - $250
Support	Technical Staff: Engineering	$140 - $180
	Technical Staff: Design	$130 - $170
	Technical Staff: Analyst	$80 - $120
	Technical Staff: Engagement	$95 - $135
	Community & Partners Program Support Staff	$35 - $50
	Administrative Staff: Skilled	$115 - $145
	Administrative Staff: Clerical	$65 - $95

- Annual escalation: 3%
- Subconsultant administrative fee: 10%
- Direct expenses: actual cost
- Community and Partners Program stipend: to be determined upon development of the program and funded by the City

Downtown Gainesville Strategic Plan, Gainesville, FL

FINANCIAL SERVICES

PURCHASING

January 20, 2021

Steve Dana
Jerry Pate Design, Inc.
301 Schubert Drive
Pensacola, FL 32504

RE: SBE Re-Certification Approval

Dear Mr. Dana:

Thank you for the information submitted on your re-certification application. Your company appears to meet all current provisions of our Small Business Enterprise Program. Certification remains valid for one year from the date of this letter. Please notify us of any interim changes to your contact information. The City will notify you when it's time to re-certify, and appreciates your continuing participation in our program.

Sincerely,

Rebecca Donahue

Rebecca Donahue
Administrative Officer I

PENSACOLA
FLORIDA'S FIRST & FUTURE

FINANCIAL SERVICES
PURCHASING

January 14, 2022

Travis Peterson
Impact Strategies, LLC
DBA Impact Campaigns
200 East Government Street, Suite 220
Pensacola, FL 32502

Dear Mr. Peterson:

Please be advised that your company has been approved for the City of Pensacola's Small Business Enterprise program. Your company's name will appear in the City's Small Business Directory. This certification remains valid for five years from the date of this letter, and you will be notified when re-certification is due.

The City appreciates your participation in the SBE program and its procurement efforts. If you have any questions in this matter, or if your contact information changes, please contact me at 435-1835.

Sincerely,

Rebecca Donahue

Rebecca Donahue
Administrative Officer I

CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS NO. 25-042

DEVELOPMENT ADVISORY SERVICES
FOR THE REDEVELOPMENT OF THE
BAPTIST HOSPITAL LEGACY CAMPUS

Memorandum

TO: Respondents to RFP #25-042, Development Advisory Services for the Redevelopment of the Baptist Hospital Legacy Campus

FROM: Dedria Lunderman, Purchasing Manager

DATE: October 23, 2025

SUBJ: Short List of firms to be invited to make oral presentations

Thank you for your firm's response to the City's request for proposals. The selection committee ranked the written proposals, and based on those rankings, has decided to invite all three firms to make oral presentations. The firms requested to make oral presentations are:

1) Bayou District Consulting
2) Able City East, LLC
3) CBRE, Inc.

The oral presentations will be held in person on November 5, 2025. Further information will be forthcoming.

A copy of the scoring matrix is included for your information.

Thank you again for your interest in this project.

Attachment

cc: Victoria D'Angelo – CRA Division Manager, City of Pensacola

RFP NO. 25-042

Development Advisory Services for the Redevelopment of the Baptist Hospital Legacy Campus

Selection Committee Meeting (10/21/2025)
Written Submittals Evaluation

FIRMS *Raw Score*	Shirley Baylis	Cliff Collins, Jr.	Erica Grancagnolo	Jewel Cannada-Wynn	**TOTAL SCORE**	**RANKING ORDER**
Bayou District Consulting	82	87	87	93	349	1
Able City East, LLC	72	69	68	78	287	2
CBRE, Inc.	59	63	39	65	226	3

Motion: Erica Grancagnolo moved to hear oral presentations from all 3 firms

Second: Cliff Collins, Jr.

Vote: 4-0

MEMORANDUM

TO: Respondents to RFP #25-042, Development Advisory Services for the Redevelopment of the Baptist Hospital Legacy Campus

FROM: Dedria Lunderman, Purchasing Manager

DATE: November 5, 2025

SUBJ: Notice of Intent to Award

Thank you for your oral presentation to the selection committee. After considering the information received from the presentation, the committee selected the firm below.

1) Bayou District Consulting, LLC

The committee's recommendation will be forwarded to the Mayor. The Mayor's recommendation for award of contract will be presented at a future City Council meeting. This memorandum serves as the City's Notice of Intent to Award.

Within five (5) business days of the issuance of this notice, any firm that responded to the RFP and believes that the City has incorrectly selected another respondent for award may submit a written notice of protest. Such notice of protest must be received by the City on or before 10:00 A.M. on November 12, 2025. Protests must be delivered to:

Dedria Lunderman
Purchasing Manager
City Hall, 6th floor
222 West Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

Thank you for your firm’s submittal and interest in this project.

cc: Erica Grancanolo, Economic Development Director, City of Pensacola
Victoria D’Angelo, CRA Division Manager, City of Pensacola

Attachment (Matrix)

RFP NO. 25-042

Development Advisory Services for the Redevelopment of the Baptist Hospital Legacy Campus

Selection Committee Meeting (11/05/2025)
Oral Presentation Evaluations

FIRMS *Raw Score*	Shirley Baylis	Jewel Cannada-Wynn	Cliff Collins	Erica Grancagnolo	**TOTAL SCORE**	**RANKING ORDER**
Bayou District Consulting	1	1	1	1	4	1

Motion: Erica Grancagnolo made a motion to award contract to Bayou District Consulting.

Second: Jewel Cannada-Wynn

Vote: 4-0

CONTRACT BETWEEN CITY OF PENSACOLA AND BAYOU DISTRICT CONSULTING, LLC.
BASED UPON REQUEST FOR PROPOSALS # 25-042

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__, 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 Bayou District Consulting, LLC., ("Consultant"), a limited liability company authorized to do business in Florida, located at 205 E. Intendencia St, Pensacola FL 32502, (the City and Consultant collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Request for Proposals # 25-042, on August 27, 2025 ("RFP"), for Development Advisory Services for the Redevelopment of the Baptist Hospital Legacy Campus, as modified by any addendum to the RFP ("Addenda"), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "RFP Documents"); and

WHEREAS, in response to the RFP Documents, the Consultant submitted to the City a proposal dated October 3, 2025, attached hereto as Exhibit B and incorporated herein by this reference (the "Proposal"); and

WHEREAS, following submission of the Proposal, the parties negotiated and agreed upon those further detailed terms ("Negotiated Terms") attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Consultant; and

WHEREAS, the Parties desire the Consultant to perform as described in the RFP Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Consultant's Obligations.

The Consultant shall perform all work and services described in, and in accordance with, the Contract. The Consultant warrants that all equipment, materials, and workmanship furnished, whether furnished by Consultant or its subconsultants or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Consultant further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Consultant is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Consultant.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be for one (1) year with options for extension upon approval by the City of Pensacola Community Redevelopment Agency (CRA) and City Council.

Section 4. Payment.
The Consultant agrees to perform all work and services in Section 2 at the rates, costs, and any not-to-exceed amount provided for in the attached Proposal and Attachment B, Payment Schedule. The amount will be paid by the City based on invoices submitted by Consultant and payments approved by the City, only after written acceptance by the City pursuant to the Contract. Such payment shall be in accordance with the Florida Prompt Payment Act. In the event that the Consultant does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative Consultant to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Consultant's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (___) Yes (X) No

If yes: Consultant shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Consultant shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Consultant unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Consultant.

Section 6. Performance Schedule.

The Consultant shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.
Consultant shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract 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 Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Consultant shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Consultant, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. 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.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subconsultants 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONSULTANT	**CITY OF PENSACOLA, FLORIDA**
_____	_____
(Consultant's Name)	Mayor, D.C. Reeves
By_____	Attest: _____
Member	City Clerk, Ericka L. Burnett
_____	
(Printed Member's Name)	Approved as to Substance:
By:_____	_____
Member	Department Director
_____	
(Printed Member's Name)	Legal in form and execution:
	_____
	City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant shall comply with Chapter 119, Florida Statutes. Specifically, Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant 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 Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Consultant will be based on (check the appropriate method):
   - ☐ Lump Sum/Flat Fee
   - X Hourly Rate(s)
   - ☐ Other: _____

2. Compensation of Consultant/Vendor/Consultant as described in #1 above will be as follows (attach an additional page if necessary):
   - ☐ Lump Sum/Flat Fee: _____
   - X Hourly Rate(s) are: _____
   - ☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):
   Per Attachment C, Negotiated Terms
   _____
   _____
   _____
   _____

4. Invoice(s) of Consultant/Vendor/Consultant will be paid as follows (check the appropriate method):
   - ☐ One-time, lump sum at the end of the work/project
   - X After submission of monthly or periodic invoices
   - ☐ Other: _____

EXHIBIT A

RFP DOCUMENTS

EXHIBIT B

PROPOSAL

EXHIBIT C

NEGOTIATED TERMS

180-Day Work Plan – Bayou District Consulting

I. Purpose of the Work Plan

Bayou District Consulting (BDC) will serve as the community quarterback advisor, ensuring that the City of Pensacola's engagement and communications—led by Impact Campaigns—are grounded in accurate redevelopment feasibility, infrastructure conditions, funding strategy, and cross-agency alignment. BDC will oversee coordination across the City, CRA, Impact Campaigns, Manjeet Ranu, Geosyntec, and planning/design partners.

II. Core Workstreams

1. Project Administration & Coordination

- Weekly coordination with Impact Campaigns
- Bi-weekly meetings with City/CRA
- QA/QC for outreach materials, messaging, and content accuracy
- Master schedule and critical path management
- Contract and compliance support

2. Community Engagement Infrastructure & Strategy Support

- Redevelopment feasibility and policy alignment for all public-facing content
- Coordination with demolition sequencing
- Support meeting design, agendas, facilitation prep
- Collaboration with technical partners for accuracy

3. Advisory Services for Redevelopment, Policy, and Funding

- Review land-use, infrastructure, and demolition materials
- Guidance on governance, partnerships, and implementation

• Briefing memos for City leadership

4. Stakeholder & Partner Coordination

• Participation in 20+ stakeholder meetings

• After-action synthesis for redevelopment implications

• Coordination with institutions and civic partners

• Direct participation and coordination in town halls and community meetings

5. Documentation, Reporting & Synthesis

• Monthly executive summaries

• Review and refinement of Impact Campaigns' Engagement Findings Report

• Development of dashboards, briefings, and decision-support tools

• Final redevelopment pathway memo

III. Integrated Timeline (180 Days)

Phase 1 — Mobilization (Weeks 1–4)

• Client kickoff sessions

• Website + engagement platform launch (Impact Campaigns)

• Infrastructure/demolition review (BDC + Geosyntec)

Phase 2 — Engagement Launch (Weeks 5–10)

• Stakeholder meetings begin (Impact Campaigns)

• Survey deployment

• BDC provides content QA/QC and redevelopment framing

• Initial themes generated

Phase 3 — Public Meetings & Visioning (Weeks 11–18)

• One town-hall meeting (Impact Campaigns)

• Technical validation by BDC, Manjeet, Geosyntec, Leland Consulting Group

• 2nd Survey deployment

Phase 4 — Synthesis & Alignment (Weeks 19–24)

• One town-hall meeting (Impact Campaigns)

• Draft Engagement Findings Report (Impact Campaigns)

• Redevelopment implications (BDC)

• Draft 180 Day Pathways Memo, recommendations for continuing the strategy (BDC)

• Funding/governance alignment (Manjeet)

Phase 5 — Evaluation and Next Steps (Weeks 25–26)

• Final Engagement Findings Report

• Final 180-Day Redevelopment Pathway Memo/ Next Steps recommendations

• Presentation to City/CRA

V. Deliverables

• Advisory memos

• Monthly executive summaries

• Cross-partner coordination briefs

• Town hall materials and after-action notes

• Final 180-Day Redevelopment Pathway Memo

• Presentation

180-Day Project Fee Schedule – Bayou District Consulting & Partners

1. Bayou District Consulting (BDC)

Scope: Strategic advisory, program management, redevelopment feasibility, partner alignment, policy + capital stack guidance, community quarterback role.

Director (250 hrs @ $300/hr): $75,000

Project Principal (250 hrs @ $200/hr): $50,000

Total BDC Cost: $125,000 (plus travel/materials if applicable)

2. Impact Campaigns

Scope: Engagement plan, website + digital platform buildout, 20 stakeholder meetings, 2 town halls, visioning survey, paid ads, content creation, and reporting.

Engagement Plan & Platforms: $17,780

Content + Mailers + Ads: $16,060

Stakeholder Meetings + Town Halls + Survey + Report: $26,120

Consulting & Project Management: $11,840

Total Impact Campaigns Cost: $71,800

3. Manjeet Ranu – Executive Advisor

30 hours @ $350/hr = $10,500

A-la-Carte

4. Geosyntec (Engineering & Environmental)

Estimated Range: $20,000–$30,000.

5. SMP Architecture

Estimated Range: $10,000–$25,000

6. Leland Consulting Group

Estimated Range: $15,000–$25,000

7. Jerry Pate Design

Estimated Range: $7,500 –$10,000

Total Project Cost Summary

Confirmed Costs: $207,300

Estimated Additional Costs: $52,500–$90,000

Grand Total Range: $258,800 – $297,300

The utilization of additional technical and advisory team members is expected to occur primarily in the second 180-day term, when the project advances into detailed scenario development, infrastructure and feasibility analysis, and implementation planning. BDC anticipates limited use of the projected additional costs to fall within the initial 180-day work authorization. Prior to initiating the second phase, BDC will submit a revised scope of work and updated budget for City review and approval.

File #: 25-1589 Agenda Conference 12/8/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-96 - APPROVING A LOAN TO KUPFRIAN MANOR, LLC IN SUPPORT OF 4% TAX CREDIT PROJECT

RECOMMENDATION:

That City Council adopt Resolution No. 2025-96.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, APPROVING A LOAN TO KUPFRIAN MANOR, LLC IN AN AMOUNT EQUAL TO $700,000.00 AND PROVIDING FOR CERTAIN DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPER LOAN AGREEMENT BETWEEN THE CITY AND THE BORROWER; DELEGATING AUTHORITY TO APPROVE, EXECUTE AND DELIVER CERTAIN SUBORDINATION AGREEMENTS AS DESCRIBED HEREIN; APPROVING THE FORM OF A PROMISSORY NOTE FROM THE BORROWER TO THE CITY; APPROVING THE FORM OF A MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT FROM THE BORROWER TO THE CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels and Goal #4 Resilient Waterfront and Neighborhoods.

A priority recommendation made to the City in 2020 was for the City to support tax credit development applications as a means of producing affordable rental developments.

Florida Housing Finance Corporation (FHFC), the agency in Florida that oversees the low-income housing tax credit (LIHTC) application process, released RFA 2023-201 Housing Credit Financing for Affordable Housing Developments Located in Small and Medium Counties on July 7, 2023, which provided the 9% competitive housing tax credit.

The Local Government Area of Opportunity (LGAO) preference required a local government to

select one development for support and provide a minimum funding amount based on County size. The minimum funding commitment under that year's RFA for a development located in Escambia County was $460,000. The Housing Department issued a request for applications from developers interested in applying to FHFC under RFA 2023-201 to select a LGAO application that would be competitive for funding in the City limits. Applicants had to submit a proposal for a 9% housing tax credit within the City limits that would also meet ARPA grant requirements.

The only proposal received by the deadline (2023) was from Paces Preservation Partners, LLC (Paces), a partnership between The Paces Foundation, Inc. and Soho Housing Partners, LLC, to develop a 94-unit senior multi-family development at the southeast corner of H and Avery Streets, to be called Kupfrian Manor. The proposal demonstrated developer experience and capacity, site control, zoning/land use compliance, a 50-year minimum commitment to affordability commitments, and ability to proceed.

Since the City CRA supported this development in 2023 as a LGAO, this proposal had a higher chance of receiving a LIHTC allocation from FHFC, but the Paces Project was unsuccessful.

On April 24, 2024, FHFC issued request for applications for 2024-305 for CDBG-DR and Non-Competitive 4% Housing Credits financing for affordable housing development located in Hurricane Sally impacted areas. On May 20, 2024, Kupfrian Manor, LLC applied for funding for FHFCs RFA 2024-305 and was successfully awarded.

Due to the Non-Competitive nature of the 4% Housing Credit Financing, the Housing Department increased the award amount to $700,000 to incentivize Kupfrian Manor, LLC to develop the affordable housing project.

The Developer Loan Agreement obligates funds and outlines developer commitments. This rental development will comply with all City planning and zoning requirements. Properties awarded LIHTC funding are routinely monitored by FHFC for set asides, rents, and other property conditions as outlined in the RFA 2024-305.

Kupfrian Manor will consist of 47-1 bedroom/1 bath units and 47-2 bedroom/2 bath units to be located over ground floor retail and amenities space. Kupfrian Manor, LLC is committing to unit affordability for 50 years. All the units will be targeted to households at or below 80% area median income (AMI) to meet both IRS, FHFC, CDBG-DR, and CDBG requirements. 15 units will be set aside for residents at or below 30% AMI; 61 units at or below 60% AMI; and 18 units at or below 80% AMI (for reference, the current maximum annual income limits for a one-person household at 30% AMI may not exceed $20,650; 60% AMI may not exceed $41,220; and 80% AMI may not exceed $54,950). Additionally, 8 of the 30% AMI units will be set aside for special needs households. Based on unit set asides, the one-bedroom rents are expected to range from $552-$1471/month and two-bedroom rents are expected to range from $662-$1766/month. The following programs will be available to Kupfrian Manor residents at no additional cost: 24 Hour Support to assist residents in handling urgent issues, adult literacy, daily activities, and computer training.

PRIOR ACTION:

June 30, 2021-City Council workshop for ARPA Housing funds.

December 12, 2022-CRA approved designation of Kupfrian Manor as a LGAO under RFA 2022-201 with $460,000 in CRA funds.

August 17, 2023 – City Council approved LGOA support for the 9% tax credit application 2023-201 authorizing funding in the amount of $460,000 to support Paces/Kupfrian Manor.

FUNDING:

Budget: $ 700,000

Actual: $ 700,000

FINANCIAL IMPACT:

No City general funds are required. The $700,000 contribution will be funded from existing Housing CDBG funds. Funds will be provided to the Developer based on the terms outlined in the Developer Loan Agreement, Mortgage, and Note.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Betsy McDonald, Housing Director

ATTACHMENTS:

1. RESOLUTION 2025-96

PRESENTATION: No

RESOLUTION
NO. 2025-96

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, APPROVING A LOAN TO KUPFRIAN MANOR, LLC IN AN AMOUNT EQUAL TO $700,000.00 AND PROVIDING FOR CERTAIN DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPER LOAN AGREEMENT BETWEEN THE CITY AND THE BORROWER; DELEGATING AUTHORITY TO APPROVE, EXECUTE AND DELIVER CERTAIN SUBORDINATION AGREEMENTS AS DESCRIBED HEREIN; APPROVING THE FORM OF A PROMISSORY NOTE FROM THE BORROWER TO THE CITY; APPROVING THE FORM OF A MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT FROM THE BORROWER TO THE CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, pursuant to the provisions of Title I of the Housing and Urban Development Act of 1974, as amended, Public Law 93-383, and 24 CFR Section 570, as amended, the United States Department of Housing and Urban Development ("HUD") awarded the City of Pensacola (the "City"), a Community Development Block Grant ("CDBG" or "CDBG Funds"), which provides for the development, establishment, and administration of projects to benefit low and moderate income persons, that aid in the elimination of slum and blight, and/or that meet an urgent community need; and

WHEREAS, the CDBG Agreement between the City and HUD further provides that the City may contract with organizations to administer and implement certain

projects under the grant; and

WHEREAS, the City issued a Conditional Letter of Intent for CDBG Funding for the Kupfrian Manor Project to Kupfrian Manor, LLC (the "Borrower") dated August 28, 2025 wherein the City preliminarily awarded CDBG Funds for the development of a multifamily rental housing development for seniors known as Kupfrian Manor, consisting of approximately 94 units located at 1110 W. Moreno Street, in the City of Pensacola, Escambia County, Florida, 32501; and

WHEREAS, the Borrower and the City will enter into a Developer Loan Agreement (the "Loan Agreement") which will set forth the terms and conditions under which the City is making the CDBG Funds (the "Loan") available to the Borrower; and

WHEREAS, the Loan shall be evidenced by a promissory note (the "Promissory Note") from the Borrower to the Authority and secured by a Mortgage, Assignment of Leases and Rents, and Security Agreement from the Borrower in favor of the City (the "Security Instrument"); and

WHEREAS, the Loan will be subordinate to certain senior loans (the "Senior Loans") made by the senior lenders as described and named in the Loan Agreement (collectively, the "Senior Lenders"); and

WHEREAS, in connection with the Senior Loans, the City has been asked to enter into certain Subordination Agreements with the Senior Lenders setting forth, among other things, certain rights and remedies of the parties in connection with the Senior Loans and the Loan; and

WHEREAS, if the Borrower fulfills all of it obligations under the Loan Documents (as defined in the Loan Agreement), the Loan may be fully forgiven at maturity by City as provided in the Loan Agreement; and

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

SECTION 1. **AUTHORITY FOR THIS RESOLUTION.** This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the City of Pensacola, Florida and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found, ascertained, determined and declared that:

A. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

B. The City is duly authorized to adopt this Resolution.

C. It is in the public interest and a valid and proper public purpose to make the CDBG Funds available to the Borrower.

D. The Loan will be effectuated by the City's execution and delivery of the Loan Agreement and the related Loan Documents, to which the City is a party.

SECTION 3. APPROVAL AND EXECUTION OF THE LOAN AGREEMENT. The City hereby authorizes the execution and delivery, on behalf of the City, by the Mayor, under the seal of the City, attested by the City Clerk, of the Loan Agreement by and between the City and the Borrower. The Loan Agreement shall be in substantially the form attached hereto and marked **Exhibit "A"** and is hereby approved, with such changes, modifications, insertions and deletions therein as shall be approved by any of the authorized officers executing the same, with such execution constituting conclusive evidence of such officer's approval and the City's approval of any changes therein to the form of the Loan Agreement attached hereto**.**

SECTION 4. APPROVAL OF FORMS OF PROMISSORY NOTE AND SECURITY INSTRUMENT. The form of Promissory Note from the Borrower in favor of the City and the form of Security Instrument from the Borrower in favor of the City

in substantially the forms presented at this meeting (and attached hereto as **Exhibit "B"** and **Exhibit "C**", respectively), expected to be dated as of the date of the Loan Agreement are hereby approved by the City, together with such changes, modifications and deletions as may be deemed necessary and appropriate**.** Acceptance of the Promissory Note and Security Instrument by the City shall be conclusive evidence of such approval.

SECTION 5. AUTHORIZATION OF ALL NECESSARY ACTION; DELEGATION OF AUTHORITY; NO PERSONAL LIABILITY. The Mayor, City Administrator, City Attorney, the City Clerk, the Finance Director and such other authorized officers, employees and agents of the City, are each designated as agents of the City and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery of the Loan Agreement and such related documents, including entering into one or more subordination agreements (the "Subordination Agreements") presented to the City on the date hereof, by and between the City and (i) U.S. Bank Trust Company, National Association, (ii) Florida Housing Finance Corporation, and (ii) United Bank, respectively, acknowledging that the Loan and Security Instrument are subordinate to the Senior Loans, and which are not inconsistent with the terms and provisions of this Resolution and other actions relating to the execution and delivery of the Loan Agreement, or any other document to which the City shall be a party thereto, heretofore taken by the City. The City hereby authorizes approval of the Subordination Agreements in the forms presented at this meeting with such changes, modifications and deletions as shall be approved by any of the authorized officers executing the same, with such execution constituting conclusive evidence of such officer's approval and the City's approval thereof. No covenant, stipulation, obligation or agreement contained in

the Resolution or the execution and delivery of the Loan Agreement or the Subordination Agreements shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the City in his or her individual capacity, and none of the Mayor, the members of the City Council of the City, nor any person executing the Loan Agreement, the Subordination Agreements or any other document to which the City shall be a party thereto shall be liable personally thereon or shall be subject to any personal liability or accountability by reason of the execution and delivery thereof.

SECTION 6. **SEVERABILITY**. In case any one or more of the provisions of this Resolution, the Loan Agreement, the Subordination Agreements or any other agreements to which the City is a party and which have been approved by the City shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution or the Loan Agreement, but this Resolution and the Loan Agreement shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained therein.

SECTION 7. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 8. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 9. REPEALING CLAUSE. All resolutions or orders and parts thereof in conflict herewith to the extent of such conflicts, are hereby superseded and repealed.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided by Section 4.03(d) of the City Charter of the City of Pensacola.

[Remainder of page intentionally left blank]

Adopted December 11, 2025.

Approved: _____
Allison Patton
President of the City Council

ATTEST:

_____
Ericka L. Burnett
City Clerk

EXHIBIT LIST

EXHIBIT A	FORM OF DEVELOPER LOAN AGREEMENT
EXHIBIT B	FORM OF PROMISSORY NOTE
EXHIBIT C	FORM OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT.

EXHIBIT A

FORM OF DEVELOPER LOAN AGREEMENT

EXHIBIT B

FORM OF PROMISSORY NOTE

EXHIBIT C

FORM OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT.

File #: 25-998 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

CDBG AGREEMENT FOR 4% HOUSING TAX CREDIT PROJECT KUPFRIAN MANOR

RECOMMENDATION:

That City Council authorize the use of Community Development Block Grant (CDBG) funding in the amount of $700,000 to support a 4% Tax Credit Project, Kupfrian Manor, for Florida Housing Finance Corporation's (FHFC) RFA 2024-305 Community Development Block Grant-Disaster Recovery (CDBG-DR) and Non-Competitive 4% Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels and Goal #4 Resilient Waterfront and Neighborhoods.

A priority recommendation made to the City in 2020 was for the City to support tax credit development applications as a means of producing affordable rental developments.

Florida Housing Finance Corporation (FHFC), the agency in Florida that oversees the low-income housing tax credit (LIHTC) application process, released RFA 2023-201 Housing Credit Financing for Affordable Housing Developments Located in Small and Medium Counties on July 7, 2023, which provided the 9% competitive housing tax credit.

The Local Government Area of Opportunity (LGAO) preference required a local government to select one development for support and provide a minimum funding amount based on County size. The minimum funding commitment under that year's RFA for a development located in Escambia County was $460,000. The Housing Department issued a request for applications from developers interested in applying to FHFC under RFA 2023-201 to select a LGAO application that would be competitive for funding in the City limits. Applicants had to submit a proposal for a 9% housing tax credit within the City limits that would also meet ARPA grant requirements.

The only proposal received by the deadline (2023) was from Paces Preservation Partners, LLC (Paces), a partnership between The Paces Foundation, Inc. and Soho Housing Partners, LLC, to develop a 94-unit senior multi-family development at the southeast corner of H and Avery Streets, to be called Kupfrian Manor. The proposal demonstrated developer experience and capacity, site control, zoning/land use compliance, a 50-year minimum commitment to affordability commitments, and ability to proceed.

Since the City CRA supported this development in 2023 as a LGAO, this proposal had a higher chance of receiving a LIHTC allocation from FHFC, but the Paces Project was unsuccessful.

On April 24, 2024, FHFC issued request for applications for 2024-305 for CDBG-DR and Non-Competitive 4% Housing Credits financing for affordable housing development located in Hurricane Sally impacted areas. On May 20, 2024, Kupfrian Manor, LLC applied for funding for FHFCs RFA 2024-305 and was successfully awarded.

Due to the Non-Competitive nature of the 4% Housing Credit Financing, the Housing Department increased the award amount to $700,000 to incentivize Kupfrian Manor, LLC to develop the affordable housing project.

The Developer Loan Agreement obligates funds and outlines developer commitments. This rental development will comply with all City planning and zoning requirements. Properties awarded LIHTC funding are routinely monitored by FHFC for set asides, rents, and other property conditions as outlined in the RFA 2024-305.

Kupfrian Manor will consist of 47-1 bedroom/1 bath units and 47-2 bedroom/2 bath units to be located over ground floor retail and amenities space. Kupfrian Manor, LLC is committing to unit affordability for 50 years. All the units will be targeted to households at or below 80% area median income (AMI) to meet both IRS, FHFC, CDBG-DR, and CDBG requirements. 15 units will be set aside for residents at or below 30% AMI; 61 units at or below 60% AMI; and 18 units at or below 80% AMI (for reference, the current maximum annual income limits for a one-person household at 30% AMI may not exceed $20,650; 60% AMI may not exceed $41,220; and 80% AMI may not exceed $54,950). Additionally, 8 of the 30% AMI units will be set aside for special needs households. Based on unit set asides, the one-bedroom rents are expected to range from $552-$1471/month and two-bedroom rents are expected to range from $662-$1766/month. The following programs will be available to Kupfrian Manor residents at no additional cost: 24 Hour Support to assist residents in handling urgent issues, adult literacy, daily activities, and computer training.

PRIOR ACTION:

June 30, 2021-City Council workshop for ARPA Housing funds.

December 12, 2022-CRA approved designation of Kupfrian Manor as a LGAO under RFA 2022-201 with $460,000 in CRA funds.

August 17, 2023 – City Council approved LGOA support for the 9% tax credit application 2023-201 authorizing funding in the amount of $460,000 to support Paces/Kupfrian Manor.

FUNDING:

Budget: $ 700,000

Actual: $ 700,000

FINANCIAL IMPACT:

No City general funds are required. The $700,000 contribution will be funded from existing Housing CDBG funds. Funds will be provided to the Developer based on the terms outlined in the Developer Loan Agreement, Mortgage, and Note.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/10/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Betsy McDonald, Housing Director

ATTACHMENTS:

1. DEVELOPER LOAN AGREEMENT
2. PROMISSORY NOTE
3. MORTGAGE ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT
4. KUPFRIAN MANOR SITE MAP
5. KUPFRIAN MANOR FINANCIALS AND PROFORMA
6. FHFC KUPFRIAN MANOR UNDERWRITING
7. SUBORDINATION AGREEMENT BERKADIA AND CITY OF PENSACOLA KUPFRIAN MANOR
8. SUBORDINATION AGREEMENT FHFC AND CITY OF PENSACOLA KUPFRIAN MANOR
9. SUBORDINATION AGREEMENT UNITED BANK AND CITY OF PENSACOLA KUPFRIAN MANOR

PRESENTATION: No

EXHIBIT A

FORM OF DEVELOPER LOAN AGREEMENT

Project Name: Kupfrian Manor

Project No: [_____]

DEVELOPER LOAN AGREEMENT
BETWEEN THE CITY OF PENSACOLA, FLORIDA
AND
KUPFRIAN MANOR, LLC

THIS DEVELOPER LOAN AGREEMENT (the "**Agreement**" or **"Loan Agreement"**) is made and entered into effective this ____ day of _____, 2025 (the "**Effective Date**") by and between **the City of Pensacola, Florida**, a municipal corporation of the State of Florida, whose address for purposes of this Agreement is 420 West Chase Street, Pensacola, Florida 32502 (the "**City**"), and **Kupfrian Manor, LLC**, a Florida Limited Liability Company organized under the laws of the State of Florida, whose address is 2730 Cumberland Boulevard SE, Smyrna, Georgia 30080 ("**Borrower**").

Recitals:

A. Pursuant to the provisions of Title I of the Housing and Urban Development Act of 1974, as amended, Public Law 93-383, and 24 CFR Section 570, as amended, the United States Department of Housing and Urban Development ("**HUD**") awarded the City a Community Development Block Grant ("**CDBG**" or "**CDBG Funds**"), which provides for the development, establishment, and administration of projects to benefit low and moderate income persons, that aid in the elimination of slum and blight, and/or that meet an urgent community need.

B. The CDBG Agreement between the City and HUD further provides that the City may contract with organizations to administer and implement certain projects under the grant.

C. It is in the best interests of the City to enter into a contract with the Borrower to administer a portion of the CDBG Funds.

D. The City issued a Conditional Letter of Intent for CDBG Funding for the Kupfrian Manor Project to the Borrower dated August 28, 2025 (**"Intent to Award"**) wherein the City preliminarily awarded CDBG Funds for the development of the Project (defined below), and Borrower and the City are now entering into this Agreement to set forth the terms and conditions under which the City is making CDBG Funds available to Borrower.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. PROPERTY. The property being developed under this Agreement is located at 1110 W. Moreno Street, Pensacola, Florida 32501, described on **Exhibit A** (*Legal Description*) hereto (the "**Property**").

2. PROJECT. The project is described on **Exhibit B** (*Scope of Work and Budget*) hereto (the **"Project**"). Generally speaking, the Project consists of the acquisition and construction of 94 senior multifamily dwelling units, 75 of which shall be available at affordable rents ("**Affordable Units"**), as set forth herein. The Project must maintain these affordability covenants for 30 years (the "**Affordability Period**"). Borrower shall complete the Project in accordance with the approved plans and specifications, the approved budget, and all other requirements set forth in the Loan Documents (defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Loan Documents.

3. TITLE; ACQUISITION. Borrower represents that Borrower owns, or as of the Effective Date will own, a fee simple interest in the Property, free and clear of all liens and encumbrances, except for recorded easements and other encumbrances approved by the City. The City's agreement to provide funding for the Project is conditioned upon the City's approval of Borrower's title to the Property as discussed below.

4. AMOUNT AND TERMS OF LOAN.

(A) Loan Amount. The City agrees to loan to the Borrower, from CDBG Funds received by the City from HUD,or from other available funds only if so received and available, up to Seven Hundred Thousand Dollars ($700,000.00) for the Project (the "**Funds**", and the "**Loan**", as applicable), on the terms and conditions set forth in the Loan Documents. If and only if Borrower satisfactorily completes the Project and fulfills all obligations under the Loan Documents, the Loan may be forgiven in the sole and absolute discretion of the City on the Maturity Date, as follows:

Borrower acknowledges and agrees that any forgivable portion of the Loan may be subject to treatment as income for federal income tax purposes, and the City makes no representations regarding the tax treatment of such debt forgiveness; all penalties, taxes, or other costs related thereto being fully borne by, and the responsibility of, Borrower.

(B) Repayment of Loan. The payment terms of the Loan are set forth in the Note and described generally as follows:

(i) Interest rate: zero percent (0%)
(ii) Term/Maturity date: [30 years from the Effective Date, anticipated to be [December 31, 2055] (the "Maturity Date");
(iii) No payments during the Loan Term;
(iv) If Borrower completes the Project and fulfills all obligations under the Loan Documents, the Loan shall be forgiven on the Maturity Date in the City's sole and absolute discretion;
(v) If Borrower does not complete the Project and fulfill all obligations under the Loan Documents, full payment of all outstanding indebtedness may be due upon demand by the City in its sole and absolute discretion, on the Maturity Date.

(C) Non-Recourse. The Loan shall be non-recourse to Borrower, except for the non-recourse carveouts described in the Note.

(D) [Reserved].

(E) Cost Certification. The principal amount of the Loan was calculated based upon the estimated cost of the Project and the amount of other funding received by Borrower for the Project. Borrower shall provide the City with a cost certification audit acceptable to the City (the **"Cost Certification Audit"**), prepared by an independent CPA or accounting firm acceptable to the City, certifying the actual costs incurred and paid by Borrower in connection with the Project, together with such other information and documents as the City may require, within thirty (30) days after such request.

5. LOAN DOCUMENTS.

(A) Loan Documents. Borrower shall execute and deliver (or cause to be executed and delivered) to the City the following documents (as the same may be amended or restated, the "**Loan Documents**"):

(i) This Developer Loan Agreement;
(ii) Promissory Note (the "**Note**");
(iii) Mortgage, Assignment of Leases and Rents, and Security Agreement (the "**Mortgage**");
(iv) UCC-1 Financing Statements;
(v) Subordination or intercreditor agreements with Senior Lenders;
(vi) Such other loan documents as the City may require in connection with the Loan.

In the event of a conflict between the provisions in this Agreement and the provisions in the other Loan Documents (and except in the case of a bona fide error as determined by the City, in which case the error shall be corrected), the provisions in this Agreement shall govern.

(B) Loan Closing. The closing on the Loan shall coincide with Borrower's closing on the Senior Loans. At the closing, Borrower shall execute and deliver all Loan Documents, including without limitation originals of the

Note, Mortgage, UCC Financing Statements, and any and all other documents that will be recorded in the Escambia County, Florida public records. Borrower shall pay all closing costs, including without limitation attorneys fees for any outside counsel hired by the City, title company charges, title insurance premiums, documentary stamp taxes, and recording fees.

(C) Title Commitment; Loan Policy; Survey. As part of the due diligence requirements, Borrower shall obtain for review and approval a Title Commitment from a title company acceptable to the City, evidencing the title company's commitment to insure the City's Mortgage subject only to those exceptions approved by the City, followed by the title company's issuance of a Loan Policy of Title Insurance at closing including all endorsements required by the City. Unless waived by the City for certain projects involved rehabilitation, Borrower shall also provide a recent ALTA survey of the Property certified to the City.

6. OTHER FINANCING.

(A) Senior Loans. The City acknowledges and agrees that Borrower has entered or will enter into a senior loan to provide partial financing of the development and construction of the Project, which construction loan shall be reduced to a permanent loan as well as a senior loan with Florida Housing Finance Corporation and United Bank (each, a "**Senior Loan**", and such lenders, the "**Senior Lenders**"). The City agrees to subordinate the Mortgage to the mortgages securing the Senior Loans. The City's subordination of the Mortgage to the Senior Loans shall be effectuated by appropriate subordination or intercreditor agreements between the City and the Senior Lenders. Except for the Loan Documents and the loan documents evidencing the Senior Loans, from and after the Effective Date of this Agreement and until the Loan has been repaid, Borrower shall not (i) encumber the title to the Property with additional mortgages or monetary liens without the City's prior written consent, or (ii) refinance the Senior Loans resulting in an increase in the amount of the senior debt or the interest rate of the Senior Loan, a maturity date that extends beyond the term of the Loan, or any other material term that affects the terms of the Loan Documents. The City's agreement to close on the City's Loan is contingent upon Borrower's closing on the Senior Loans.

(B) [Reserved].

(C) Other Funding. In addition to the Loan and the Senior Loans, the Project shall be funded by the sources set forth on Schedule 6 "Other Financing".

7. CRITICAL DATES.

(A) Environmental Review. The City shall be responsible for submitting any required Environmental Review Record (ERR) as required by HUD. Borrower shall not engage in any choice limiting actions (e.g., acquisition, demolition, rehabilitation, new construction, site preparation, or leasing as further described in 24 CFR Part 58) prior to receiving an *Authority to Use Grant Funds* (AUGF) (form HUD-7015.16). The City's agreement to make the Loan is contingent upon receiving the AUGF prior to closing.

(B) [Reserved].

(C) Request for Extensions of Deadlines. Notwithstanding the Critical Deadlines specified above, if Borrower demonstrates that it has diligently pursued commencement and completion of the Project but that due to circumstances beyond its reasonable control (i.e., acts of God, labor or material shortages, pandemic or similar condition), Borrower is unable to timely commence and complete the Project by the specified deadlines, the City may, upon Borrower's written request and at the City's sole discretion, extend the Project Completion Deadline and the Lease Up Deadline for additional three (3) month increments, but not more than nine (9) months of extensions shall be granted for the Project Completion Deadline and only one three (3) month extension shall be granted for the Lease Up Deadline. Borrower shall request an extension at least sixty (60) days prior to the deadline. Absent the City's agreement to extend the deadlines, Borrower's failure to timely commence and complete the Project shall constitute an event of default under this Agreement.

(D) Closeout. Upon lease up, Borrower shall submit copies of all tenant files showing evidence that the Affordable Units have been leased up to qualifying households, and any such evidence as requested by the City,

and undertake all other actions necessary for the City to close out the federal award in accordance with 2 CFR 200.344.

8. DISBURSEMENT OF FUNDS.

(A) All Funds shall be used to pay for eligible construction hard costs under the detailed project budget approved by the City, including labor, materials, demolition, improvements, utility installation, architectural and engineering services, and other work to be performed and costs to be incurred in connection with the acquisition, financing, improvement, construction, rehabilitation and/or completion of the Project in accordance with the Plans and Specifications and this Agreement, not to exceed the Total Development Cost shown in the Project Budget, and for no other purpose. Borrower acknowledges that the City must comply with the provisions of 24 CFR Part 85 as modified by 24 CFR Section 510.502, and OMB Circular A-87, which allow only costs that are necessary, reasonable, and adequately supported to be charged to the Program (all expenses described in this Section 8, described herein as **"Eligible Expenses"**). Borrower acknowledges and agrees that any funds not used in accordance with the standard or applicable CDBG regulations must be repaid to the City by Borrower upon written demand.

(B) Prohibition Against Paying for Expenses Incurred Prior to AUGF. No Funds shall be spent for costs that were incurred prior to the issuance of the AUGF.

(C) Disbursement. The City shall disburse the Funds, less retainage, to Borrower during construction pari passu with other construction financing, in one lump sum payment. Additional conditions for disbursement are set forth on **Exhibit C** (*Additional Conditions for Disbursement of Funds*) hereto. Except where caused by the City's delays, all Funds must be disbursed within thirty (30) days after completion of construction. The City shall have no obligation to pay vouchers submitted thereafter. Notwithstanding anything in the Loan Documents to the contrary, the City shall have no obligation to disburse Funds until all of the conditions for disbursement have been satisfied.

(D) Project Budget. In connection with Borrower's application, Borrower has submitted a detailed budget for the Project. The final project budget, as approved by the City, shall be entered into the City's document tracking system. Only expenditures consistent with the line-items in the approved budget will be eligible for reimbursement. Payment of any cost that is in excess of ten percent (**10%**) of the budgeted amount shall require the City's prior approval.

(E) [Retainage. For the draw request, the City shall retain ten percent (**10%**) as retainage. Provided the Project has been timely completed and there are no outstanding defaults under the Loan Documents, after receipt and approval of all post-closing diligence items (as defined on Exhibit C) the City shall release the retainage.]

(F) Forms. Borrower shall request disbursement of the Funds in writing to the City. With each draw request, Borrower shall submit all required supporting documents, including lien waivers and AIA forms G702 and G703 and supporting documents from the general contractor and project engineer. Draw requests shall document the costs for which reimbursement is being requested, and shall note the overall percent completion of the Project as certified by the project's engineer or architect. The City may return the draw request (with reasons for the denial) or ask for additional information regarding the contents of the draw request. Under such circumstances, the timeframe for payment shall be extended by the time necessary to receive the additional information. Upon receipt and verification of the draw request, and provided all requirements for disbursement have been met, the City shall process the request and forward payment to Borrower as soon as practicable; generally, within thirty (30) days of final verification and acceptance.

(G) Unused Funds. If the amount of the Funds exceeds the actual project costs that are eligible for payment, the City shall deobligate the unused Funds. If the City shall have disbursed Funds to Borrower over and above the actual project costs that are eligible for payment, Borrower shall repay such excess Funds to the City upon demand.

(H) Improper Expenditures. If the City determines that Funds disbursed to Borrower were improperly expended, either deliberately or non-deliberately, Borrower shall repay such improperly expended Funds to the City upon demand.

(I) Additional Requirements. Additional requirements are attached hereto as **Exhibit E** (*CDBG Compliance Provisions*).

Notwithstanding anything herein, or in the other Loan Documents to the contrary, so long as all conditions for disbursement have been met the City shall disburse the full Loan amount in one lump sum to the Borrower upon written request to disburse the Funds by the Borrower.

9. LEASING REQUIREMENTS.

(A) Income Requirements. Following completion of construction and issuance of a certificate of occupancy, Borrower shall advertise and lease the Affordable Units to qualified tenants who meet the income requirements (generally, to elderly persons whose household income at initial occupancy is at or below 80% of the area median income ("**AMI**"), adjusted for household size). Borrower shall use best efforts to keep all Affordable Units continuously leased to qualified tenants, except when Affordable Units are temporarily unoccupiable due to needed repairs.

(B) Tenant-Based Rental Assistance (HAP Contracts). If Borrower is a party to a Housing Assistance Payments Contract (HAP Contract) with a public housing authority (PHA) pursuant to which Borrower will receive monthly housing assistance payments from the PHA under a housing choice voucher program, Borrower shall comply with all HUD requirements pertaining to such program.

(C) Maximum Rental Rate. Subject to other program requirements (such as project based vouchers) pertaining to certain units, the maximum rental rate for the Affordable Units shall be equal to the lesser of: (i) fair market rent as established by HUD annually for the City of Pensacola/Escambia County Metropolitan Statistical Area, or (ii) an amount not greater than 30% of the adjusted income of a family whose annual income equals 80% of the median income for the [City of Pensacola/Escambia County] Area, as determined by HUD, with adjustments for the number of bedrooms in the Unit; in each case minus the amount of a reasonable monthly allowance for utilities and services as determined by Borrower in accordance with HUD requirements.

(D) Lease Terms. Each tenant lease ("**Lease**") shall comply with all applicable HUD requirements. Each lease shall have an initial term of **twelve (12) months**. Each Lease shall require the tenant to provide a household income certification to Borrower and the City at the time of initial occupancy. The standard form of the Lease, and any changes, addenda or amendments thereto, shall be approved by the City.

(E) Prohibited Lease Provisions. The following lease provisions are expressly prohibited:

(i) Confession of judgment. Prior consent by the tenant to any lawsuit the landlord may bring against the tenant in connection with the Lease and to a judgment in favor of the landlord.

(ii) Distraint for rent or other changes. Agreement by the tenant that the landlord is authorized to take property of the tenant and hold it as a pledge until the tenant performs the obligation which the landlord has determined the tenant has failed to perform. However, the landlord may dispose of personal property remaining in the unit after the tenant has moved out, in accordance with Florida law.

(iii) Exculpatory clauses. Agreement by the tenant not to hold the landlord or landlord's agents liable for any acts or omissions whether intentional or negligent on the part of the landlord or the landlord's authorized representatives or agents.

(iv) Waiver of legal notice by tenant prior to actions for eviction or money judgments. Agreements by the tenant that the landlord may institute suit without any notice to the tenant that the suit has been filed, thus preventing the tenant from defending against the lawsuit.

(v) Waiver of legal proceedings. Authorization to the landlord to evict the tenant or hold or sell the tenant's possessions whenever the landlord determines that a breach or default has occurred

without notice to the tenant or any determination by a court of the rights and liabilities of the parties.

(vi) Waiver of jury trial. Authorization of the landlord's lawyer to appear in court for the tenant and waive the right to a trial by jury.

(vii) Waiver of right to appeal judicial error in legal proceedings. Authorization to the landlord's lawyer to waive the right to appeal for judicial error in any suit or to waive the right to file a suit in equity to prevent the execution of a judgment.

(viii) Tenant chargeable with cost of legal actions regardless of outcome. Provision that the tenant agrees to pay attorney's fees or other legal costs whenever the landlord decides to take action against the tenant even though the court determines that the tenant prevails in the action. Prohibition of this type of provision does not mean that the tenant as a party to a lawsuit may not be obligated to pay attorney's fees or other costs if the tenant loses the suit.

(F) Monthly Leasing Progress Reports. Beginning on the date that the Affordable Units are first available for lease, and continuing until such time as 100% of the Affordable Units have been leased, Borrower shall provide a monthly progress report to the City describing all leasing activity for each month, including without limitation (i) tenant roster, (ii) household income and income eligibility information, (iii) total number of occupied and unoccupied Affordable Units, (iv) number of new Leases and renewals executed, and (v) number of expired or terminated Leases. At the City's request, Borrower shall provide copies of all lease applications and Leases to the City. Each report shall be submitted by the tenth (10th) day of the following month.

(G) Annual Leasing Activity Reports. Within sixty (60) days after the end of each calendar year (or, if approved by the City, within 60 days after the end of Borrower's fiscal year if Borrower's fiscal year is not a calendar year), Borrower shall submit an annual leasing activity report to the City for the year just ended, certified by an officer of Borrower to be accurate and complete, describing the leasing activity for such year, including the information provided in the monthly progress reports described above.

10. RECOGNITION OF CITY FUNDING. Throughout construction, Borrower shall acknowledge the City's financial support for the Project in all printed materials such as informational releases, pamphlets, brochures, construction signs, project signage, and any publicity such as that appearing on the Internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a funder, Borrower shall use either the phrase "Funded by the City of Pensacola" or a City of Pensacola logotype or other form of acknowledgement that has been approved in advance in writing by the City.

11. REPORTING REQUIREMENTS.

(A) Generally. Throughout the Records Retention Period (defined below), Borrower shall collect, maintain, and furnish to the City, upon the City's request, such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Borrower or the Project, including without limitation audited financial statements, bank statements, income tax returns, and such reports and information as may be required for compliance with programs and projects funded by the City, the State of Florida, or the federal government. All records and reports compiled by Borrower and furnished to the City shall be in such forms as approved by the City. All records pertaining to the Property shall be maintained at the Property, or, upon the City's approval, at the local property management office in [Escambia County].

(B) HUD Reporting and Recordkeeping Requirements. Borrower shall comply with all performance measurement, reporting, recordkeeping and monitoring activities required by HUD, including without limitation all recordkeeping requirements under 24 CFR 570.490 and 24 CFR 570.506, and including all information and records necessary to establish compliance with the federal Housing and Community Development Act, Fair Housing and Equal Employment Opportunity requirements, and the Davis-Bacon Act (if applicable).

(C) Quarterly Construction Progress Reports. Throughout construction and until such time as 100% of the Affordable Units have been leased, Borrower shall submit a quarterly construction progress report describing

the status of the Project and containing such information as required by the City. Borrower's failure to timely provide quarterly construction progress reports shall be grounds for the City to suspend Borrower's draw requests. Borrower shall submit quarterly construction progress reports to the City by the tenth (10th) day following the end of each quarter.

(D) Monitoring. Throughout construction, the City shall fulfill the City's monitoring requirements applicable to CDBG funded projects as established by HUD. Borrower shall furnish all information required by the City to enable the City to fulfill its monitoring obligations.

(E) Right to Inspect and Audit. Throughout the Records Retention Period, Borrower, including all contractors, subcontractors and other third parties receiving Funds, shall permit the City, its employees, representatives, consultants and auditors, and HUD and its employees, representatives and others authorized by HUD, to inspect and audit Borrower's records and reports upon reasonable prior notice and during normal business hours. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Borrower to the City, Borrower shall pay for all costs associated with such inspection or audit, without limitation of the City's other rights and remedies.

(F) Records Retention Period. Borrower shall retain all pertinent records and reports pertaining to Borrower and the Project for at least five (5) years after the indebtedness has been paid, or for such longer period as required by HUD (the "**Records Retention Period**"). The foregoing notwithstanding, if any litigation, claim, or audit pertaining to Borrower or the Project is started before the expiration of the Records Retention Period, all pertinent records shall be maintained until all litigation, claims and audit findings have been resolved.

12. INSURANCE AND INDEMNITY.

(A) Insurance. Throughout the Affordability Period, Borrower shall maintain insurance in accordance with **Exhibit D** (*City of Pensacola Insurance Requirements*) hereto. In addition, Borrower shall comply with all bonding and insurance requirements applicable to CDBG-funded projects as determined by HUD.

(B) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Borrower shall and hereby agrees to defend, indemnify and hold the City, its officers, employees, agents, representatives and board members harmless from and against any and all losses, liabilities, actions, claims, suits, demands, judgments, damages, costs and expenses (including without limitation attorney's fees, disbursements and court costs) suffered or incurred by or asserted against the indemnified parties as a result of or arising from the acts or omissions of Borrower, its officers, employees, agents, representatives, contractors, subcontractors, licensees, invitees or anyone else acting for or at the request of Borrower in connection with the Project.

13. OPERATION AND MANAGEMENT OF THE PROPERTY. Throughout the Affordability Period, Borrower shall operate the Property for the purpose described herein and in the manner required under the Loan Documents. Without limitation of the foregoing, Borrower shall maintain the Property in good condition and repair and in compliance with all applicable laws, including without limitation HUD requirements.

14. DUE ON SALE TRANSFER RESTRICTIONS.

(A) Transfer of the Property. Except for transfers expressly permitted under the Loan Documents, upon any sale or transfer of Borrower's interest in the Property, the entire outstanding indebtedness shall immediately become due and payable absent the City's prior written consent.

(B) Prohibited Organizational Changes. Except for changes expressly permitted under the Loan Documents, until such time as the indebtedness has been paid, Borrower shall not make substantive changes to the organization or ownership structure of the entities comprising Borrower (e.g., transfer of a controlling partnership or LLC membership interest or stock transfer) without the City's prior written consent, which may be granted or withheld in the City's reasonable discretion. Upon such a change without the City's consent, the entire outstanding indebtedness shall immediately become due and payable.

(C) Permitted Transfers. Notwithstanding the foregoing,

(i) a sale, transfer, pledge, encumbrance or other disposition of less than 51% of Berkadia Housing a sale, transfer, pledge, encumbrance or other disposition of Berkadia Kupfrian Manor MTE LLC, a DE LLC ("**Investor**") interests in Borrower to an affiliate of the Investor shall not require the City's consent nor constitute a sale of the Project for the purposes of this Section;

(ii) the pledge to a member by a member of the manager member's interest contained in the Amended and Restated Operating Agreement dated as of [_____], 2025 (the "Operating Agreement") as security for the performance of all of the manager's member's obligations under the Operating Agreement shall not constitute a refinancing for purposes of this Agreement or the Loan Documents;

(iii) the sale, transfer, pledge, encumbrance or other disposition of interests within the Investor shall not require the City's consent nor constitute a sale of the project for purposes of this Agreement or the Loan Documents;

(iv) the removal and replacement of a manager member of Borrower in accordance with the Operating Agreement shall not require the City's consent nor constitute a sale of the Project for the purposes of this Section so long as the replacement manager member is an affiliate of the Investor; and

(v) (the pledge to a Senior Lender of a member or manager of the Borrower and the exercise of any rights pursuant to any such assignment or pledge by a Senior Lender, which rights or remedies may include, but are not limited to, the removal or replacement of any manager or member of the Borrower by the Senior Lender pursuant to the documents evidencing or entered into in connection with the Senior Loan, shall not require the City's consent nor constitute a sale of the Project for the purposes of this Agreement or the Loan Documents.

Notwithstanding the foregoing, Borrower shall provide the City with notice of any such transfer or change.

15. RESTRICTIONS ON IDENTITY OF INTEREST. Borrower shall notify the City in writing prior to contracting with any Identity of Interest entity on matters pertaining to the Project, and shall include in its audited financial statements a disclosure of all amounts paid to any Identity of Interest entity. The City shall have the right, in its sole discretion, to require the cancellation of any contract between Borrower and any Identity of Interest entity, and all such contracts shall permit such cancellation. An "**Identity of Interest**" relationship exists if any officer, director, board member, limited liability member, managing member, partner, shareholder, investor, or authorized agent of any project team member (consultant, general contractor, supplier, employee, vendor, vendee, attorney, management agent, seller of the land, or any party engaging in a financial transaction with Borrower): (i) is also an officer, director, board member, limited liability member, managing member, partner, shareholder, investor, or authorized agent of any other project team member; (ii) has any financial interest in any other project team member's firm or corporation; (iii) is a business partner of an officer, director, board member, limited liability member, managing member, partner, shareholder, investor, or authorized agent of any other project team member, including through employment; (iv) has a family relationship through blood, marriage or adoption with an officer, director, board member, limited liability member, managing member, partner, shareholder, investor or authorized agent of any project team member; (v) advances any funds or items of value to Borrower; or (iv) is affiliated with any lender for the Project. If an Identity of Interest relationship exists, the City may impose additional requirements upon assessing the nature of the relationship and its potential impacts. All current Identity of Interest relationships are described on Schedule 15 "Identity of Interest Contracts" attached hereto.

16. DEFAULT; REMEDIES.

(A) Default. The occurrence and continuation thereof beyond any and all applicable notice and cure periods of each of the following shall be an "event of default" under this Agreement:

(i) Borrower's failure to meet the Critical Deadlines specified in this Agreement, as such have been extended;

(ii) Borrower's abandonment of the Project, as determined by the City;

(iii) Borrower's failure to make required payments due under the Note as and when due;

(iv) The dissolution of Borrower or the filing of any bankruptcy or insolvency proceedings by or against Borrower, the appointment of a receiver (temporary or permanent) for Borrower, or the attachment of, levy upon, or seizure by legal process of any property of Borrower, unless such is dismissed within sixty (60) days of the filing thereof; or

(v) The failure of Borrower to observe or perform any other obligation under this Agreement, and the failure by Borrower to correct such failure within thirty (30) days after Borrower's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, Borrower shall not be in default so long as Borrower commences to cure the default within such 30-day period and thereafter diligently completes such cure in a manner satisfactory to the City. The foregoing notwithstanding, if Borrower's failure to observe or perform any obligation under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Borrower fails to take corrective action immediately upon discovering such dangerous condition or emergency;

(vi) The sale or transfer of the Property in violation of the Loan Documents; or

(vii) Borrower's default under any of the other Loan Documents or under any of the loan documents evidencing the Senior Loans that (in either case) is not cured within any applicable notice and cure period provided for therein.

(B) Right to Cure. Borrower shall have ten (10) days after the receipt of written notice to cure any monetary default herein, and thirty (30) days after the receipt of written notice to cure any non-monetary default herein, provided that if Borrower has commenced to cure such non-monetary default within the initial thirty (30) day cure period and is diligently pursuing such a cure, the City shall may, in its sole discretion, extend such cure period for such reasonable time needed for Borrower to complete its cure. The City agrees to provide written notice of an Event of Default to any investor identified in the notice section of this Mortgage and to allow said investor the opportunity to cure any default of Borrower on behalf of Borrower, within the same cure period, and to the same extent as Borrower. Borrower agrees that the City shall be entitled to rely upon and to accept any offer of cure made by any such investor. Notwithstanding any of the forgoing provisions to the contrary, if Borrower has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

(C) Remedies. Upon the occurrence of an event of default under this Agreement beyond any applicable cure periods, the City shall be entitled to (i) give Borrower written notice thereof, and, at the City's option, withhold any remaining Funds and demand immediate repayment of all Funds previously disbursed, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Borrower, (iii) pursue an action for specific performance, and (iv) exercise any and all other rights and remedies under this Agreement, under the other Loan Documents, or available at law or in equity; all rights and remedies being cumulative. Borrower shall be liable for all costs, fees, penalties and damages, including without limitation attorney's fees, disbursements and court costs, suffered or incurred by the City as a result of a default of Borrower under this Agreement or the City's termination of this Agreement. No delay or failure by the City to exercise its rights and remedies under this Agreement shall constitute a waiver thereof.

17. NOTICES. All notices or other communications under this Agreement shall be in writing and personally delivered, or mailed by U.S. certified mail, postage prepaid, return receipt requested, or delivered by Federal Express, UPS or other recognized courier, addressed to the parties at the following addresses or such other addresses as the parties may designate in writing from time to time by notice to the other party. Notices shall be deemed given upon receipt if personally given, or the following business day if delivered by overnight courier, or

three (3) business days after deposit with USPS if mailed by certified mail. Notices given by email to the specified email addresses are allowed provided the recipient acknowledges receipt of the email.

To Borrower: Kupfrian Manor, LLC
c/o The Paces Foundation, Inc.
2730 Cumberland Blvd. SE
Smyrna, Georgia 30080

with copy to:

Nelson Mullins Riley & Scarborough LLP
(which copy shall not constitute notice to Borrower)
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: David F. Leon, Esq.

With a copy to the Investor and its counsel as follows:

Berkadia Kupfrian Manor MTE LLC
Two Liberty Place
50 South 16th Street, Suite 2825
Philadelphia, PA 19102
Attention: Managing Director
Email: assetmanagement-atc@berkadia.com

and

Holland & Knight, LLP,
10 St. James Avenue, 11th Floor
Boston, MA 02116
Attention: Sara C. Heskett, Esq.
Email: sara.heskett@hklaw.com

To the City: City of Pensacola, Florida
420 West Chase Street
Pensacola, Florida 32502
Attention: Betsy McDonald, Housing Director
Phone: (850) 595-0113
Email: EMcDonald@cityofpensacola.com

If Borrower sends a notice to the City alleging that the City is in breach of this Agreement, Borrower shall simultaneously send a copy of such notice by personal delivery or U.S. certified mail to: City Attorney's Office, 420 West Chase Street, Pensacola, Florida 32502.

18. REPRESENTATIONS AND WARRANTIES. Borrower makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Borrower is duly organized and validly existing under the laws of the State specified in the introductory paragraph of this Agreement, has properly filed all certificates and reports required to be filed by it under the laws of such State, is not in violation of any laws of such State relevant to the transactions contemplated by this Agreement, and is legally authorized to conduct business in the State of Florida.

(ii) Borrower has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed and delivered by Borrower and all actions necessary have been taken to

constitute this Agreement, when executed and delivered, valid and binding obligations of Borrower.

(iii) The execution, delivery and performance by Borrower of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Borrower, or any mortgage, indenture, contract, agreement or other undertaking to which Borrower is a party or which purports to be binding upon Borrower or upon any of its assets, nor is Borrower in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Borrower, threatened against or affecting Borrower, at law or in equity or before or by any governmental authority.

(v) Borrower shall give prompt written notice to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting Borrower that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

(vi) The statements made in the application and other documentation provided by Borrower to the City that are descriptive of Borrower or the Project have been reviewed by Borrower and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

19. CONFIDENTIALITY OF DATA. To the extent required under federal law, Borrower shall maintain potentially sensitive data under this Agreement and other Loan Documents. Borrower shall maintain and preserve the confidentiality of any and all information and records that are subject to protection by state and federal laws, including without limitation, laws regarding: Personally Identifiable Information (including names, addresses, birth dates, driver's license information, social security numbers, and financial information); data provided to Borrower and the City in the form of FEMA Individual Assistance, Public Assistance, Hazard Mitigation Assistance, National Flood Insurance Program, or Small Business Administration disaster loans; trade secrets; tax records; and individually identifiable health information. Borrower may not disclose information to current or prospective vendors regarding ongoing procurements. If Borrower receives a public records request or request for protected information, Borrower shall promptly notify and refer the request to the City Attorney's Office. Borrower shall ensure that all employees and contractors return all physical and electronic copies of all City files and other records containing confidential information upon termination or completion of his or her position with Borrower.

20. COOPERATION TO CORRECT CLERICAL ERRORS. Borrower agrees to cooperate with the City to correct all clerical and other errors in the Loan Documents, no matter when discovered, including re-executing or amending documents if needed. All costs incurred by the City to correct errors, including without limitation recording costs if re-recording documents is needed, shall be borne by Borrower.

21. GENERAL PROVISIONS.

(A) Amendments. This Agreement including the exhibits hereto may be amended only by a written amendment signed by both parties.

(B) Assignment. Borrower shall not assign its rights or interests under this Agreement without the prior written consent of the City, which may be granted or withheld in the City's sole discretion. Borrower's unauthorized attempt to do so shall be null and void and shall constitute an event of default under this Agreement.

(C) Captions. The captions and paragraph headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

(D) Counterparts. This Agreement may be executed in counterparts, each of which shall be regarded as an original and all of which combined shall constitute but one and the same agreement.

(E) Entire Agreement. This Agreement and the other Loan Documents constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

(F) Governing Law; Jurisdiction; Waiver of Trial by Jury. This Agreement shall be governed by and construed in accordance with the laws of the City of Pensacola and the State of Florida. In the event of a dispute under the Loan Documents, the Circuit Court in Escambia County shall have sole jurisdiction regarding the resolution thereof and the parties agree that such venue is proper. The parties hereby waive trial by jury. Nothing herein shall waive the City's right to claim sovereign immunity or any other benefit or right given to it under the Constitution and statutes of the State of Florida.

(G) No Third-Party Beneficiaries. No third-party beneficiary rights are intended to be created by this Agreement. Nothing in this Agreement shall be construed as giving any contractor, subcontractor, lender, tenant, or other third party any rights under this Agreement.

(H) Severability. Any provision of this Agreement that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and all other provisions shall remain in full force and effect.

(I) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the City and Borrower and their respective successors and permitted assigns.

(J) Time. Time is of the essence with respect to the performance by Borrower of its obligations under this Agreement.

22. SCHEDULES. The following schedules are attached hereto and made a part hereof:
Schedule 6 – *Other Financing*
Schedule 15 – *Identity of Interest Contracts*

EXHIBITS. The following exhibits are attached hereto and made a part hereof:

Exhibit A - *Legal Description*
Exhibit B - *Scope of Work and Budget*
Exhibit C - *Additional Conditions for Disbursement of Funds*
Exhibit D - *City Insurance Requirements*
Exhibit E - *CDBG Compliance Provisions*
Exhibit F - *Subrogation Agreement (Duplication of Benefits)*

[Signatures on following page]

This Agreement is executed by the parties on the dates indicated below, effective as of the Effective Date.

Witnesses:

WITNESSES:

BORROWER:
KUPFRIAN MANOR, LLC
a Florida limited liability company

_____
Print: _____

Address: _____
_____

By: _____
Renée Sandell, Vice President

_____
Print: _____

Address: _____
_____

ACKNOWLEDGEMENT OF BORROWER

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by Renée Sandell, as Vice President of Kupfrian Manor, LLC, a Florida limited liability company, on behalf of the company.

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

_____
Notary Public, State of Georgia
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Approved and accepted for and on behalf the City of Pensacola, Florida, this _____ day of _____, 2025.

ATTEST:

By: _____
Ericka L. Burnett, City Clerk

(City Seal)

CITY OF PENSACOLA, FLORIDA

By: _____
D.C. Reeves, Mayor

APPROVED AS TO SUBSTANCE:

_____
Housing Director

LEGAL IN FORM AND EXECUTION

_____
City Attorney

SCHEDULE 6
OTHER FINANCING

Senior to CDBG:	Lender / Investor	Amount
		$
Bond Financing	Escambia County Housing Finance Authority	$
CDBG Loan	Florida Housing Finance Corporation	
Subordinate Loan	United Bank	$
Equity/Other Funding:		
4% LIHTC Equity		$
Bond Interest Income		$
Deferred Developer Fee		$
Capital Contribution		$
Accrued Subordinate Loan Interest		$
Total Equity/Other Funding Sources		$
Total Other Development Sources		$

SCHEDULE 15
IDENTITY OF INTEREST CONTRACTS

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

SCOPE OF WORK AND BUDGET

CDBG Program Eligible Activity: Residential New Construction

National Objective: LMI Housing – LMH (per 24 CFR 570.208(a)(3))

- Total beneficiaries: 94
- Total senior low//mod/ beneficiaries: 75

Project Activity Scope of Work Description ("Work"): The project will begin with finalizing architectural and engineering plans, securing building permits, completing environmental and floodplain reviews, and closing on all financing sources. Construction will start with site preparation, grading, utility installation, and development of the stormwater retention pond, followed by foundations, structural framing, and installation of impact windows, roofing, HVAC, plumbing, and electrical systems. Interior work will include flooring, fixtures, appliances, and completion of common areas with accessibility compliance. Throughout construction, HUD and City compliance reviews, wage monitoring, and safety inspections will be conducted, with regular progress and financial reporting. After final inspections and issuance of Certificates of Occupancy, tenant move-ins will be phased, with full lease-up expected within six months.

Design and Approach: The Kupfrian Manor project will create 94 new elderly rental units in Pensacola, Florida with a mix of 47 one bedroom/one bathroom units and 47 two bedroom/two bathroom units serving elderly households of low, very low, middle and moderate income. The community will include a community room/clubhouse, management office and community laundry area. Buildings will be constructed with hurricane-resilient materials, elevated above floodplain requirements, and equipped with energy-efficient systems and finishes. The site will include stormwater management infrastructure and broadband-ready connections in each unit.

Budget: The Developer's allocation of CDBG funding for this project.

	Most Impacted and Distressed (MID)
Activity Funds (Direct Project Costs)	$
TOTAL	$

Milestones: What objectives, deliverables, work product, and milestones need to be done to complete the project. This is basically a task list and should be clearly organized or bulleted and stated as quantifiable data.

Activity	Responsible Party	Target Date
Financial Closing	All Parties	
Construction Begins	Borrower	
50% Construction Completion	Borrower	
100% Construction Completion	Borrower	
All Affordable Units in Service	Borrower	
Lease Up Deadline	Borrower	

EXHIBIT C

ADDITIONAL CONDITIONS FOR DISBURSEMENT OF FUNDS

In addition to other conditions set forth in the Loan Documents, the following must be satisfied prior to the City's disbursement of Funds:

1. Other Financing. Borrower shall have closed on all financing for the project and shall have delivered final, executed copies of all documents evidencing and securing such funding.

2. Proof of Clear Title; Survey. The City shall have received and approved a Commitment for a Loan Policy of Title Insurance (followed by a Loan Policy of Title Insurance at closing) from a title company acceptable to the City, in the amount of the Mortgage, showing that Borrower is the fee simple owner of the Property, free, clear and unencumbered, except for title encumbrances approved by the City. Unless waived by the City for certain rehabilitation projects, Borrower shall have provided a recent ALTA survey of the Property, certified to the City.

3. Approval of Plans/Permits. Borrower shall have received all required approvals of its construction plans and specifications, including all permits. Subsequent changes to the plans shall be reflected on written change orders. Change orders shall not require the prior written approval of the City, provided no single change order (nor all of them taken as a whole) results in an increase in the approved project budget. The City shall have received a copy of the building permit(s) (or written confirmation from the relevant government authorities that the building permits are ready to be obtained subject only to payment of fees) authorizing construction of the Project together with a certificate from the public official issuing the building permit(s) that the Project will conform to existing zoning laws and specified variances, if any, and all other authorizations, permits or approvals, if any, required by any governmental authorities for the construction and operation of the Project, which are presently procurable.

4. Contracts. Borrower shall have provided a final, executed copy of the general contractor's contract, the architect's contract, the development agreement, the management agreement and management plan, in each case complying with Exhibit E, and such other documentation as the City may reasonably require.

5. Insurance. Borrower shall have provided certificates of insurance evidencing that Borrower has obtained all insurance specified in Exhibit D.

6. Environmental Review. The City shall have received an *Authority to Use Grant Funds* (AUGF) from HUD.

7. Draw Requests & Disbursements. For the disbursement of Funds, Borrower shall submit a fully executed payment request form on the City's prescribed form. The City shall make one lum sum disbursement to the Borrower.

8. [**Retainage.** Disbursement of construction costs shall be limited to an amount equivalent to the cost of work, materials, and labor as set forth in the Payment Request Form, less a retainage of ten percent (10%). The City shall release the retainage (subject to the Cost Certification Audit) upon the City's receipt and approval of the final CDBG closeout report.]

9. No Default. The City shall withhold disbursements if at the time of the request Borrower is in breach of any provision of the Loan Documents, until such time as Borrower has taken corrective action satisfactory to the City.

10. Frequency. The City shall disburse the Loan Funds to the Borrower in one lump sum payment as described in the Loan Agreement.

EXHIBIT D

CITY INSURANCE REQUIREMENTS

INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of work directly related to the PROJECT further described in Exhibit B, the Borrower shall procure and maintain insurance of the types and limits specified.

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

Insurance shall be issued by an admitted insurer in the State of Florida with a financial rating of no less than A-IX. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker's Compensation

The Borrower shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least $1,000,000 each person – accident, $1,000,000 each person – disease, $1,000,000 aggregate – disease.

Commercial General, Automobile and Umbrella, Professional Liability Coverages

The Borrower 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 of Pensacola 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 Contract. 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 $5,000,000 per occurrence, and per accident and $5,000,000 aggregate unless otherwise specified below. Umbrella insurance coverage may make up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Borrower agrees to have such limits as described above reinstated under the policy. Workers Compensation and Professional Liability are exempt from naming the City as additional insured.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent contractors, contractual liability, and property damage resulting from, explosion, collapse or underground (x,c,u) exposures. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Must have minimum limits of $1,000,000 combined single limit

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

Professional Liability Insurance coverage for errors and omissions services rendered under the Developer Loan Agreement with limits of not less than $2,000,000 per occurrence.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Borrower shall furnish copies of the Borrower's insurance policies, forms, jackets and other items forming a part of, or relating to such policies. Borrower shall provide to the City a copy of all endorsements or notices; specifically Named Insured, Notice of Intent to Cancel, Notice of Cancellation, and Notice of Material Change. 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**. If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Borrower shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate 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 Borrower shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

Certificate Holder shall read and mailed to:

City of Pensacola
Attn: Risk Management
222 W. Main St.
Pensacola, FL 32502

INSURANCE OF THE BORROWER PRIMARY

The Borrower required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Borrower's coverage. The Borrower's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Borrower shall retain control over its employees, agents, servants, and contractors 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 Borrower shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Borrower for the protection of all persons, including employees and property. The Borrower shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Borrower 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 Borrower and persons employed or utilized by the Borrower in the performance of this contract. The Borrower's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Borrower agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Governing Law and Venue

This Contract is governed and construed in accordance with 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 the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

Builders' Risk Insurance & Pay/Performance Bond
Addendum to Contract

Builder's Risk insurance, coverage must be provided at replacement cost, covering the full contract value for the construction **PROJECT** being performed, including the existing structure, if applicable. Such builder's risk policy shall be written on an **All-Risk** policy form that includes coverage for reasonable compensation a Construction Manager's services and expenses required as a result of such insured loss. Property covered by the builder's risk insurance shall include Borrower's Direct Purchase Materials whether stored on or off-site and temporary building(s) or structure(s) at the **PROJECT** site, other than any of Contractor's office trailer(s). In addition, such builder's risk insurance shall cover portions of the **PROJECT** stored off the site, and portions of the Project in transit. **The City shall be named as an additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interest endorsement**. Interest to the City shall not exceed the value of the loan, i.e. **FUNDS plus any interest accrued**. Builder's risk Insurance deductibles shall be subject to the following requirements:

(a) The deductible under this policy shall not exceed $100,000 for loss caused by FLOOD or NAMED WINDSTORM or $25,000 for all other perils.

(b) The City shall not be liable for amounts that may represent a deductible or retention in any insurance policy. The payment of such deductible or retention shall be the sole responsibility of the Contractor. A loss or losses insured under this insurance policy shall be adjusted by the Contractor and its insurance company. The Contractor shall use the proceeds from the builder's risk policy to repair or replace the damaged property, but the Contractor's obligation to repair or replace the damaged property shall not be limited by the amount of builder's risk policy proceeds. The Contractor shall be responsible for all damages and necessary repairs and replacements whether or not the loss is covered in the builder's risk policy and whether or not the proceeds from the builder's risk policy are sufficient to pay the full cost of necessary repairs and replacements.

(c) Pay and Performance Bond is required for the full value of the PROJECT. AIA A312-2010 shall be sent to the City prior to construction.

City of Pensacola
Attn: Risk Management
222 W. Main St.
Pensacola, FL 32502

EXHIBIT E

CDBG COMPLIANCE PROVISIONS

This Exhibit to the Developer Loan Agreement (herein, the "Agreement") contains supplementary compliance conditions for use with procured contracts and developer agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the Agreement for all procured contracts and developer agreements funded fully or in part by the CDBG Program by the City.

1. NATIONAL OBJECTIVES

In accordance with 24 CFR 570.208, Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG Activities must satisfy one of the named National Objectives.

1. Benefit to Low-to-Moderate Income Persons (LMI)
2. Urgent Need (UN)
3. Elimination of Slum and Blight (SB)

Upon completion of approved activity(ies) funded under the Agreement and prior to the funding expiration date of the Agreement, whichever comes first, Borrower must document that the approved activity(ies) met the approved National Objective, as necessary.

For borrowers with a National Objective requirement, the City shall review the actual National Objective achievements of the activity. If Borrower does not or cannot satisfactorily document the National Objective achievement of an approved activity(ies), the activity(ies) may be deemed ineligible, and repayment of funds may be required of Borrower.

2. [RESERVED]

3. EQUAL EMPLOYMENT OPPORTUNITY

The obligations undertaken by Borrower include, but are not limited to, the obligation to comply with all Federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

a. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.

b. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

c. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

d. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

e. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

f. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

g. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in Federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.

h. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

i. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.

j. **Executive Order 12259:** This executive order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

k. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in Federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings Federal, state, and local governments under the Civil Rights Act of 1964.

l. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.

m. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

n. **Executive Order 11246:** This executive order applies to all Federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

4. **CERTIFICATION OF NONSEGREGATED FACILITIES** (applicable to contracts and subcontracts over $10,000)

Borrower certifies that the entity does not maintain or permit employees to perform their services at any location where segregated facilities are maintained. Borrower certifies further that it shall not maintain or provide for employees any segregated facilities at any of its establishments and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. Borrower

agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

Borrower further agrees that (except where it has obtained for specific time periods) it will obtain identical certifications from proposed contractors and subcontractors prior to the award of such contracts and subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in project files; and will provide notice to such proposed contractors and subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. ENVIRONMENTAL PROTECTION AND ACTS

a. National Environmental Protection Act (NEPA): All Federally funded activities are subject to the National Environmental Policy Act of 1969 (NEPA) and its regulations under 40 CFR 1500 – 1508. Additionally, 24 CFR 58.22 prohibits committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has Federal funding, in full or in part. This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions, prior to completion of the environmental review. Awarded activities must have completed an environmental review to demonstrate compliance with NEPA, as well as 24 CFR 58.

b. Clean Air and Water Acts: *(applicable to contracts and subcontracts exceeding $100,000):* Borrower shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

c. Flood Disaster Protection: Borrower shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). Borrower shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

d. Energy Efficiency: Borrower shall comply with mandatory standards and policies relating to energy efficiency under the Energy Policy and Conservation Act (Public Law 94-163).

6. CONSTRUCTION STANDARDS

While the following Construction Standards requirements are called out below, Borrower also certifies and acknowledges that it has read and complies with all requirements as noted within the *CDBG Construction Standards Procedure* for Housing Programs and applicable program guidelines.

a. Green and Resilient Building Standards in Housing: All new construction or rehabilitation of residential structures must meet an industry-recognized standard that has achieved certification under (i) Enterprise Green Communities; (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development); (iii) ICC–700 National Green Building Standard Green+ Resilience; (iv) Living Building Challenge; or (v) any other equivalent comprehensive green building program acceptable to HUD. Additionally, all such covered construction must achieve a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise); (ii) DOE Zero Energy Ready Home; (iii) EarthCraft House, EarthCraft Multifamily; (iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association; (v) Greenpoint Rated New Home, Greenpoint Rated Existing

Home (Whole House or Whole Building label); (vi) Earth Advantage New Homes; or (vii) any other equivalent energy efficiency standard acceptable to HUD

b. Rehabilitation of Nonsubstantially Damaged Residential Buildings (Housing): Per Federal Register Notice 88 FR 32046, for rehabilitation other than the rehabilitation of substantially damaged residential buildings described in 6.a. above, Borrower must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist.

Borrower must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

c. Broadband Infrastructure in Housing: Per Federal Register Notice 88 FR 32046, any substantial rehabilitation, as defined by 24 CFR 5.100, reconstruction, or new construction of a building with more than four units must include installation of broadband infrastructure.

d. Elevation Standards (Housing and Infrastructure):

(i) *Housing*: All new construction or rehabilitation of residential structures and located in the one percent annual chance (or 100-year) floodplain must be elevated at least two feet above the base flood elevation.

(ii) *Mixed-use and Non-Residential:* Non-residential structures and infrastructure must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation.

(iii) *Critical Actions:* Structures and services defined at 24 CFR 55.2(b)(3) and within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2-3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation.

e. Section 504 Accessibility Requirements: Borrower must design and construct five percent (5%) of the Affordable Units, or at least one (1) unit, whichever is greater, to be accessible for persons with mobility disabilities. An additional two percent (2%) of the Affordable Units, or at least one (1), whichever is greater, must be accessible for persons with hearing or visual disabilities. Collectively, these units are referred to as the "Accessible Affordable Units". The Accessible Affordable Units must be designed and constructed in accordance with American National Standards Institute ("ANSI") Standard A117.1. Public and common areas must be readily accessible for persons with mobility disabilities and be designed and constructed in accordance with ANSI Standard A117.1.

7. AFFORDABILITY PERIOD REQUIREMENTS (HOUSING)

While the following minimum affordability period requirements are called out below, Borrower certifies and acknowledges that it has read and complies with all requirements as noted within the applicable program guidelines regarding affordability period requirements.

a. New Construction and Rehabilitation of Affordable Rental Housing: To meet the Low to Moderate Income ("LMI") housing national objective, a developer who implements rental housing activities that will result in the new construction or rehabilitation of five or more units, assisted with CDBG Funds, must rent to LMI households at affordable rents, for a minimum of 30-years.

8. LOBBYING PROHIBITION AND BYRD ANTI-LOBBYING AMENDMENT

Borrower is prohibited from using contracted funds for the following purposes: (1) political activities; (2) lobbying; (3) political patronage; (4) nepotism activities; and (5) inherently religious activities such as worship, religious instruction, or proselytization. Borrower will also comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of funds for the purpose of lobbying the legislature, state or City agencies.

Additionally and in accordance with 24 CFR 87, Borrower certifies that it will not use CDBG Funds received from the City to directly or indirectly influence legislation or any other official action by the Florida legislature, any state agency, or other local government and City (BOCC) business, including through the use of Federal appropriated funds being paid to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement. If the City and/or Borrower suspects such action of occurring, the City reserves the right to request that the Developer disclose and certify such activities in accordance with reporting requirements noted within the Agreement.

The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) requires that borrowers that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Borrower certifies to the best of its knowledge and belief that:

1) No Federally appropriated funds have been paid or will be paid by, or on behalf of, the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9. DEBARMENT AND SUSPENSION

A contract award (2 CFR 180.220) must not be made to parties 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).

By executing the Agreement, Borrower verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs and will not enter into contracts with any entity that has been suspended or debarred from federal contract work.

10. CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, Borrower shall cause to be incorporated in all contracts and subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of, or delegate to, Congress, or any Resident Commissioner, shall be admitted to any share or

part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

11. DAVIS-BACON AND RELATED LABOR STANDARD ACTS

a. Davis Bacon Act: Borrower shall comply with the Davis Bacon Act (40 U.S.C. §§ 31413148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over $2,000.00.

b. Anti-Kickback Act of 1986: Borrower shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.

c. Contract Work Hours and Safety Standards Act of 1962: Borrower shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

d. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through the Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract").

e. Borrower shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

12. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), and implementing regulation at 24 CFR, Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The responsibilities outlined in 24 CFR Part 75.19 include:

a. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

b. Notifying potential contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $200,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that developers, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or developer agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

c. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

d. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

13. <u>UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (42 U.S.C. 4601 et seq.) – "URA"</u>

Borrower understands that activities and projects it undertakes with CDBG Funds may be subject to the URA at 49 CFR Part 24, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in Federal Register Notices 88 FR 3198 and 88 FR 32046. In such Notices, HUD waived or provided alternative requirements for the purpose of promoting the availability of decent, safe, and sanitary housing with respect to the use of CDBG Funds allocated under the Consolidated Notice.

Borrowers are required to adopt the City's Residential Anti-Displacement and Relocation Assistance Plan or establish separate optional relocation policies prior to undertaking any activity assisted with CDBG funding which involves relocation. The written policy must be available to the public, describe the relocation assistance that Borrower has elected to provide, and provide for equal relocation assistance within each class of displaced persons according to 24 CFR 570.606(d).

In the event of displacement because of a federally funded award, Borrower must comply with the URA, for any household, regardless of income, which is involuntarily and permanently displaced, and to comply with Section 104(d). The City also provides notice to borrowers that any demolition or disposition of public housing is subject to Section 18 of United States Housing Act of 1937, as amended, and 24 CFR Part 970.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Per 2 CFR 200.216, recipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 117–328, section 208, subsection (a), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, is prohibited.

15. AGREEMENTS BETWEEN DEVELOPERS AND CONTRACTORS

a. Borrower shall not enter into any agreement, written or oral, with any contractor or other party without the prior determination that the contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from Borrower to undertake Approved Activities.

b. An agreement between Borrower and any contractor or other party shall require:

1) Compliance with all State and Federal requirements described in the Agreement including, without limitation, those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages.

2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.

3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation,

who may be injured or damaged by the contractor, or any subcontractor, in performing the Approved Activities.

4) Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit.

c. Contractors shall:

1) Perform activities in accordance with Federal, state, and local regulations, as applicable.

16. DRUG-FREE WORKPLACE ACT OF 1988

a. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.

b. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.

c. Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.

d. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.

e. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.

f. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

17. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

Borrower shall verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E- Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form l-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. If Borrower or its contractors, consultants, or developers, does not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of the Agreement.

18. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS, AND ACCIDENT PREVENTION

a. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.

b. The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his Surety for damages that may be caused by such use.

c. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public.

d. Protection of Lives and Health: The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take, or cause to be taken,, such additional safety and health measures as Borrower may determine to be reasonably necessary.

19. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under the Agreement shall not be used in the payment of any bonus or commission for the purpose of:

a. Obtaining the City's approval of the Application for such assistance; or,

b. Any other approval or concurrence of the City required under the Agreement, Title I of the Housing and Community Development Act of 1974, or State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

20. CONFIDENTIAL FINDINGS

Subject to Florida's Sunshine Law, all of the reports, information, data, etc., prepared or assembled by Borrower under the Agreement are confidential, and Borrower agrees that they shall not be made available to any individual or organization without prior written approval of the City.

21. ACCESS TO RECORDS – MAINTENANCE OF RECORDS

City, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records

of Borrower which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the City's final closeout of the grant, or such longer period as required under the Agreement.

22. INSPECTION

The authorized representative and agents of the City and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

* * *

EXHIBIT F

SUBROGATION AGREEMENT (DUPLICATION OF BENEFITS)

This Agreement, attached to the Developer Loan Agreement (herein, the "Agreement"), is made by the undersigned borrower ("**Borrower**") in favor of **City** (the "**City**").

In consideration of Borrower's receipt of funds or the commitment by the City to evaluate Borrower's application for the receipt of funds (collectively, the "**Developer Award**") under the CDBG Program administered by the City, Borrower hereby assigns to the City all of Borrower's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit, or insurance policies of any type or coverage, or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs"), that was the basis of the calculation of the Developer Award paid or to be paid to Borrower under the CDBG Program and that are determined at the sole discretion of the City to be a duplication of benefit ("**DOB**") under the Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA, or the SBA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "**Proceeds**," and any Proceeds that are a DOB shall be referred to herein as "**DOB Proceeds**."

Borrower agrees to notify the City within **five (5) business days** of any additional or new payments, loans, grants, or awards by HUD, FEMA, SBA, the State of Florida, or any other entity not specifically disclosed in the Agreement. Further, Borrower understands and acknowledges the City's right and responsibility to enforce this requirement by recapturing all or a portion of the CDBG Developer Award if the Proceeds received are determined to be DOB Proceeds within this CDBG Program activity. Borrower will be required to pay back the received CDBG Developer Award, which was found to be DOB Proceeds, within **30 days** of receipt of the identified duplicative payment. The amount of DOB determined to be paid to the City shall not exceed the Developer Award amount received by Borrower from the CDBG Program.

Borrower agrees to assist and cooperate with the City to pursue any of the claims Borrower has against insurers for reimbursement of DOB Proceeds under any such policies. Borrower's assistance and cooperation shall include, but not be limited to, allowing suit to be brought under Borrower's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City. Borrower further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Borrower would be entitled to under any applicable Disaster Program.

If requested by the City, Borrower agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the City, to the extent of Developer Award paid to Borrower under the CDBG Program, the policies, any amounts received under the CDBG Program that are DOB Proceeds, and/or any right thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective for the purposes of this Subrogation Agreement.

Borrower explicitly allows the City to request of any company with which Borrower held insurance policies, FEMA, SBA, or any other entity from which Borrower has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the City to monitor and enforce its interest in the rights assigned to it under the Agreement and give Borrower's consent to such company(ies) to release all information to the City.

If Borrower (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Borrower agrees to promptly pay such amounts to the City, if Borrower received a Developer Award under the CDBG Program in an amount greater than the amount Borrower would have received if such DOB Proceeds had been considered in the calculation of Borrower's award.

In the event that Borrower receives or is scheduled to receive any subsequent Proceeds, Borrower shall notify the City in the manner above of such subsequent Proceeds. The City will determine the amount, if any, of the subsequent Proceeds that are DOB Proceeds ("**Subsequent DOB Proceeds**"). Subsequent Proceeds in excess of the determined Subsequent DOB Proceeds shall not be requested from Borrower to provide to the City. Subsequent DOB Proceeds shall be remitted to the City as follows:

1. If Borrower has received full payment of the Developer Award, any Subsequent DOB Proceeds shall be remitted to the City.
2. If Borrower has received no payment of the Developer Award, any determined Subsequent DOB Proceeds shall be used by the City to reduce payments and the agreed-upon amount of the Developer Award to Borrower, and all Subsequent DOB Proceeds shall be retained by Borrower for use on the CDBG Program activity.
3. If Borrower has received a portion of the Developer Award, any Subsequent DOB Proceeds shall be used, retained, and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments or agreed-upon amount of the Developer Award, and Subsequent DOB Proceeds in such amount shall be retained by Borrower for use on the CDBG Program activity; and (B) any remaining Subsequent DOB Proceeds shall be remitted to the City.
4. If the City makes the determination that Borrower does not qualify to participate in the CDBG Program or Borrower determines not to participate in the CDBG Program, the Subsequent DOB Proceeds shall be returned to Borrower, less any portion of the Developer Award amount paid to Borrower and which needs to be remitted to the City, and the Agreement shall terminate.

Once the City has recovered an amount equal to the Developer Award paid to Borrower, the City will reassign to Borrower any right assigned to the City pursuant to this Subrogation Agreement.

Borrower represents that all statements and representations made by Borrower regarding Proceeds received by Borrower shall be true and correct as of the date of the signing of this Subrogation Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 C.S.C. 3729.

The person executing this Subrogation Agreement on behalf of Borrower hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Borrower.

In any proceeding to enforce this Subrogation Agreement, the City shall be entitled to recover all costs of enforcement, including attorney's fees.

[signature page follows]

This Subrogation Agreement is executed by Borrower, in favor of the City of Pensacola, Florida, effective as of the Effective Date of the Developer Loan Agreement.

BORROWER:
KUPFRIAN MANOR, LLC
a Florida limited liability company

By: _____
Renée Sandell, Vice President

EXHIBIT B

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

$700,000.00 **December [___], 2025**
("Principal Sum") **Pensacola, Florida**

THIS NOTE AND THE MORTGAGE SECURING THIS NOTE ARISE OUT OF OR ARE GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF HOUSING UNDER PART V OF CHAPTER 420 OF THE FLORIDA STATUTES AND ARE EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX PURSUANT TO SECTION 420.513(1), FLORIDA STATUTES.

FOR VALUE RECEIVED, the undersigned, **Kupfrian Manor, LLC**, a Florida limited liability company, whose address is 1110 W. Moreno Street, Pensacola, Florida 32501 (the "**Borrower**"), hereby promises to pay to the order of the City of Pensacola, Florida, a municipal corporation existing under the laws of the State of Florida (the "**City**"), the principal sum of **Seven Hundred Thousand and 00/100 Dollars ($700,000.00)**, (the "**Principal Sum**")at an annual rate of interest of zero percent (0%). This Promissory Note (this "**Note**") shall be governed by the following provisions:

1. Advances of Loan Funds. Borrower and the City have executed a Developer Loan Agreement acknowledging that the Borrower has been awarded funds from a City Community Development Block Grant ("CDBG") (as amended or restated from time to time, the "**Loan Agreement**"), and other related loan documents, (all collectively referred to hereafter as the "**Loan Documents**") dated of even date herewith. The outstanding principal balance hereof shall not exceed the Principal Sum at any one time. Nothing contained herein shall impose any obligation upon the City to make advances hereunder. This Note is the Note described in the Loan Agreement.

2. Payments. So long as there is no uncured Event of Default (as defined herein), Borrower shall not be required to make any payments of principal or interest. This Note shall mature on [December [___], 2055], (the "Maturity Date") and the entire unpaid principal amount of this Note, together with all accrued and unpaid interest thereon (if any), shall be due and payable on the Maturity Date. The Loan may be forgiven on the Maturity Date in the sole and absolute discretion of the City.

3. Interest. So long as there is no uncured Event of Default (as defined herein), there shall be no interest accruing on the outstanding principal balance of this Note. Upon the occurrence of an Event of Default, interest shall accrue from the date of the Event of Default at the Default Rate hereinafter set forth, notwithstanding the provisions of this section. Any interest shall be calculated on the basis of a 365-day year based upon the actual number of days elapsed. The total liability of Borrower, and any endorsers or guarantors hereof for payment of interest shall not exceed any limitations imposed on the payment of interest by applicable usury laws. If any interest is received or charged by any holder hereof in excess of that amount, Borrower shall be entitled to an immediate refund of the excess.

4. Prepayment. Borrower shall be entitled to prepay this Note in whole or in part at any time without penalty.

5. Application of Payments. All payments hereunder shall be applied first to the City's costs and expenses, then to fees authorized hereunder or under the Loan Agreement, then to interest and then to principal.

6. Default. Any of the following events shall be considered an "Event of Default":

(a) Nonpayment of any principal, interest, fee, or other amount due hereunder upon demand of the City or, if demand is not sooner made, as and when otherwise due and payable; or

(b) Any default under this Note or any of the Loan Documents by Borrower after any applicable notice and cure periods.

If any Event of Default shall occur, any obligation of the City to make advances hereunder shall be terminated without notice to Borrower. If any Event of Default shall occur, the City may declare the outstanding principal of this Note, all accrued and unpaid interest hereunder and all other amounts payable under this Note to be immediately due and payable. Thereupon, the outstanding principal of this Note, all such interest and all such amounts, shall become and be immediately due and payable, without presentment, demand, protest, notice of protest or further notice of any kind, all of which are hereby expressly waived by Borrower. Upon the occurrence of any Event of Default, the outstanding principal of this Note, and any accrued and unpaid interest, shall bear interest at the highest legal rate permitted by law after default until paid (the "Default Rate"). Nothing contained herein shall impose an obligation on the City to make advances prior to, during, or after the occurrence of an Event of Default. Borrower specifically acknowledges that: (a) Borrower shall pay all amounts outstanding hereunder upon demand of the City upon an Event of Default; and (b) nothing contained herein or in any other Loan Document shall impose any obligation on the City to make advances hereunder, and the City may at any time in its discretion elect not to make any requested advance after an Event of Default hereunder.

The City agrees to provide written notice of an Event of Default to any investor identified in the notice section of the Loan Agreement and to allow said investor the opportunity to cure any default of Borrower on behalf of Borrower, within the same cure period, and to the same extent as Borrower. Borrower agrees that the City shall be entitled to rely upon and to accept any offer of cure made by any such investor.

7. Nonrecourse. This Note shall be a nonrecourse obligation of Borrower.

8. Expenses. All parties liable for the payment of this Note agree to pay the City all costs incurred by it in connection with the collection of this Note. Those costs include, without limitation, fees for the services of counsel and legal assistants employed to collect this Note, whether or not suit be brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or otherwise. All such parties further agree to indemnify and hold the City harmless against liability for the payment of state documentary stamp taxes, intangible taxes, or other taxes (including interest and penalties, if any), excluding income or service taxes of the City, which may be determined to be payable with respect to this transaction.

9. Late Charge. If any scheduled payment hereunder is fifteen (15) or more days late, Borrower shall pay a fee equal to one-half of one percent (.05%) of the unpaid portion of the scheduled payment. The fee is not a penalty, but liquidated damages to defray administrative and related expenses due to such late payment. The fee shall be immediately due and payable and shall be paid by Borrower to the City without notice or demand. This provision for a fee is not and shall not be deemed a grace period, and City has no obligation to accept a late payment. Further, the acceptance of a late payment shall not constitute a waiver of any default then existing or thereafter arising under this Note.

10. Setoffs. Borrower and any endorsers, sureties, guarantors, and all others who are, or who may become liable for the payment hereof, severally expressly grant to the City a continuing security interest in any and all money, general or specific deposits, or property of any such parties now or hereafter in the possession of the City. Borrower and such other parties authorize and empower the City, in its sole discretion at any time after the occurrence of a default hereunder to appropriate and, in such order as the City may elect, apply any such money, deposits or property to the payment hereof or to the payment of any and all indebtedness, liabilities and obligations of such parties to the City or any of the City's affiliates, whether now existing or hereafter created or arising or now owned or howsoever after acquired by the City or any of the City's affiliates (whether such indebtedness, liabilities and obligations are or will be joint or several, direct or indirect, absolute or contingent, liquidated or un-liquidated, matured or un-matured; including, but not limited to, any letter of credit issued by the City for the account of any such parties).

11. Miscellaneous. Borrower and all sureties, endorsers and guarantors of this Note shall make all payments hereunder in lawful money of the United States at the City's address set forth herein or at such other place as the City may designate in writing. The remedies of the City as provided herein shall be cumulative and concurrent, and may be pursued singly, successively, or together, at the sole discretion of the City and may be exercised as often as occasion therefor shall arise. No act of omission or commission of the City; including, specifically, any failure to exercise any right, remedy, or recourse, shall be effective, unless set forth in a written document executed by the City, and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy, or recourse as to any subsequent event. This Note shall be construed and enforced in accordance with Florida law and shall be binding on the successors and assigns of the parties hereto. The term "City" as used herein shall mean any holder of this Note.

Borrower and all sureties, endorsers and guarantors of this Note hereby: (i) except as provided in the Loan Documents, waive demand, notice of demand, presentment for payment, notice of nonpayment or dishonor, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Note, or in the City's enforcing any of its rights under any guaranties securing the repayment hereof; (ii) agree to any substitution, addition or release of any collateral or any party or person primarily or secondarily liable hereon; (iii) agree that the City shall not be required first to institute any suit, or to exhaust his, their or its remedies against Borrower or any other person or party to become liable hereunder, or against any collateral in order to enforce payment of this Note; (iv) consent to any extension, rearrangement, renewal or postponement of time of payment of this Note and to any other indulgency with respect hereto without notice,

consent or consideration to any of them; and (v) agree that, notwithstanding the occurrence of any of the foregoing (except with the express written release by the City of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

KUPFRIAN MANOR, LLC
a Florida limited liability company

By: _____
Renée Sandell, Vice President

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by Renée Sandell, as Vice President of Kupfrian Manor, LLC, a Florida limited liability company, on behalf of the company.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

_____
Notary Public, State of Georgia
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT C

FORM OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT.

This Instrument prepared by
(and after recording should be returned to):

Rhonda Bond-Collins, Esq.
Bryant Miller Olive P.A.
Citrus Center
255 South Orange Avenue
Suite 1350
Orlando, Florida 32801

NOTE TO RECORDER: This Mortgage is given to secure the financing of housing under Part V of Chapter 420 of the Florida Statutes and is exempt from taxation pursuant to Section 420.513 Florida Statutes.

Project Name: Kupfrian Manor

Project No: [_____]

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT ("**Mortgage**") is made this ___ day of _____, 2025 (the "**Effective Date**"), by Kupfrian Manor, LLC, whose address is 2730 Cumberland Boulevard SE, Smyrna, Georgia 30080 ("**Borrower**"), in favor of **the City of Pensacola, Florida**, a municipal corporation of the State of Florida, whose address for purposes of this instrument is 420 West Chase Street, Pensacola, Florida 32502 (the "**City**").

WITNESSETH

In consideration of the City's loan of HUD Community Development Block Grant (CDBG) funds to Borrower in the principal amount of $700,000.00, evidenced by Borrower's Promissory Note of even date herewith (the "**Note**"), and to secure Borrower's payment of the Indebtedness (defined below), Borrower hereby grants to the City a mortgage on Borrower's fee simple interest in the property located at 1110 W. Moreno Street, Pensacola, Florida 32501, more particularly described in the attached **Exhibit A** (*Legal Description*) (the "**Property**"). The maximum amount of the Indebtedness outstanding at any time and secured by this Mortgage shall be limited to the original principal balance of the Note together with interest, late charges, prepayment premiums, additional advances under this Mortgage, costs and attorneys' fees.

Borrower has obtained the loan for the development of the Property for affordable housing as described in the Developer Loan Agreement of even date herewith (the "**Project**", and the "**Loan Agreement**").

Borrower represents and warrants that Borrower owns a fee interest in the Property under and has right, power and authority to mortgage its interest in the Property, and that the Property is free, clear and unencumbered except as set forth on the attached **Exhibit B** (*Permitted Encumbrances*) ("**Permitted Encumbrances**"). Borrower covenants that Borrower will warrant and defend generally the title to, and the ownership and possession of, the Property against all claims and demands, subject to the Permitted Encumbrances.

1. DEFINITIONS.

(a) "**Environmental Permit**" means any permit, license, or other authorization issued under any Hazardous Materials Law with respect to any activities or businesses conducted on or in relation to the Property.

(b) "**Fixtures**" means all property that is so attached to the Property as to constitute an integral or component part, or a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing

heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

(c) "**Governmental Authority**" means any board, commission, department or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Property or the use, operation or improvement of the Property.

(d) "**Hazardous Materials**" means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead-based paint; asbestos or asbestos containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Property is prohibited by any federal, state or local authority; and any other material or substance now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Hazardous Materials Law.; provided, however that "Hazardous Materials" shall not include (i) hazardous materials used in the ordinary course of business in compliance with applicable environmental laws, or (ii) consumable products used by tenants and occupants in accordance with manufacturer instructions and applicable laws.

(e) "**Hazardous Materials Laws**" means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials and apply to Borrower or the Property. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*, and their state analogs, and any other environmental laws or hazardous materials laws under the State of Florida.

(f) "**Improvements**" means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land (defined below), including any future replacements and additions.

(g) "**Indebtedness**" means the principal, interest, late charges, advances to protect the security of this Mortgage, attorneys fees, collection and foreclosure expenses, and all other amounts payable to the City under this Mortgage and the other Loan Documents.

(h) "**Leases**" means all present and future leases, subleases, licenses, or other possessory interests pertaining to the Property or any portion thereof, and all modifications, extensions or renewals.

(i) "**Loan Documents**" means this Mortgage, the Loan Agreement, the Note, and all other documents executed on or about the date hereof in connection with the loan, as the same may be amended or restated from time to time.

(j) "**Loan Servicer**" means the entity that from time to time is designated by the City to collect payments and deposits and receive notices under the Note, this Mortgage and any other Loan Document, and otherwise to service the loan evidenced by the Note for the benefit of the City. Unless and until Borrower receives notice to the contrary, the Loan Servicer is the City.

(k) "**Personalty**" means all equipment, inventory, general intangibles owned by the Borrower or its affiliates, which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in

written or electronic form), computer equipment (hardware and software) and other tangible (corporeal) personal (movable) property (other than Fixtures); any operating agreements relating to the Land or the Improvements; any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements; and all other intangible (incorporeal) property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

(l) "**Property**" means all of Borrower's present and future right, title and interest in and to all of the following:

(1) the land included in the Property (the "**Land**");

(2) all Improvements;

(3) the Fixtures;

(4) the Personalty;

(5) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, servitudes, easements, tenements, rights of- way-, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(6) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property, whether or not Borrower obtained the insurance pursuant to the City's requirement;

(7) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(8) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(9) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

(10) all Rents and Leases;

(11) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the loan secured by this Mortgage and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(12) all imposition deposits;

(13) all refunds or rebates of impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Mortgage is dated); and

(15) all names under or by which the Property may be operated or known, and all trademarks, trade names, and goodwill relating to the Property.

(m) "**Rents**" means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due, or to become due, and deposits forfeited by tenants.

(n) "**Taxes**" means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid will become a lien, on the Land or the Improvements.

2. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.

This Mortgage is also a security agreement under the Uniform Commercial Code for any of the Property which, under applicable law, may be subject to a security interest under the Florida Uniform Commercial Code, whether acquired now or in the future, and all products and cash and non-cash proceeds thereof (collectively, "**UCC Collateral**"). Borrower hereby grants to the City a security interest in the UCC Collateral. Borrower hereby authorizes the City to file financing statements, continuation statements and financing statement amendments in such form as the City may require to perfect or continue the perfection of this security interest. Borrower agrees, upon the City's request, to execute and deliver to the City such financing statements, continuation statements and amendments. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements that the City may require. Without the prior written consent of the City, Borrower shall not create or permit to exist any other lien or security interest in any of the UCC Collateral, other than those pertaining to the Permitted Encumbrances. If an Event of Default (defined below) has occurred and is continuing, the City shall have the remedies of a secured party under the Florida Uniform Commercial Code, in addition to all remedies provided by this Mortgage, the other Loan Documents, or existing under applicable law. In exercising any remedies, the City may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of the City's other remedies. This Mortgage constitutes a financing statement with respect to any part of the Property that is or may become a Fixture.

3. ASSIGNMENT OF RENTS.

(a) Borrower absolutely and unconditionally assigns and transfers to the City all of Borrower's rights in and to the Rents, including the right, power and authority to collect and receive all Rents, without the necessity of further action on the part of Borrower. Promptly upon request by the City, Borrower agrees to execute and deliver such further assignments as the City may from time to time require pertaining to the Rents.

(b) Upon the occurrence of an Event of Default, Borrower authorizes the City to collect, sue for and compromise Rents and directs each tenant of the Property to pay all Rents to, or as directed by, the City, and Borrower shall, upon Borrower's receipt of any Rents from any sources, pay the total amount of such receipts to the City. However, until the occurrence of an Event of Default, the City hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of the City, and to apply all Rents to pay the installments of principal and interest under the Note and the other amounts then due and payable under the other Loan Documents, including imposition deposits, and to pay the current costs and expenses of managing, operating and maintaining the Property, including utilities, Taxes and insurance premiums (to the extent not included in imposition deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Borrower free and clear of, and released from, the City's rights with respect to Rents under this Mortgage. From and after the occurrence of an Event of Default, and without the necessity of the City entering upon and taking and maintaining control of the Property directly or by a receiver, Borrower's license to collect Rents shall automatically terminate and the City shall without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Borrower shall pay to the City upon demand all Rents to which the City is entitled, but only to the extent such Rents have been received by Borrower. At any time on or after the date of the City's demand for Rents after the occurrence of an Event of Default, the City may give, and Borrower hereby irrevocably authorizes the City to give, notice to all tenants of the Property instructing them to pay all Rents to the City; no tenant shall be

obligated to inquire further as to the occurrence or continuance of an Event of Default; and no tenant shall be obligated to pay to Borrower any amounts that are actually paid to the City in response to such a notice. Any such notice by the City shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall cooperate with the City's collection of Rents.

(c) Borrower represents and warrants to the City that Borrower has not executed any prior assignment of Rents (other than an assignment of Rents to the senior lenders for the Project), and that Borrower has not performed and will not perform any acts or execute any documents that would prevent the City from exercising its rights under this Section, subject to the rights of the senior lenders. Borrower shall not collect or accept payment of any Rents more than two (2) months prior to the due dates of such Rents.

(d) If an Event of Default has occurred and is continuing, the City may, regardless of the adequacy of the City's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Property in order to perform all acts that the City in its discretion determines to be necessary or desirable for the operation and maintenance of the Property, including the execution, cancellation or modification of Leases, the collection of Rents, the making of repairs to the Property, and the execution or termination of contracts providing for the management, operation or maintenance of the Property, for the purposes of enforcing the assignment of Rents pursuant to Section, protecting the Property or the security of this Mortgage, or for such other purposes as the City in its discretion may deem necessary or appropriate. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of the City's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, the City may apply to any court having jurisdiction for the appointment of a receiver for the Property to take any or all of the actions set forth in the preceding sentence. If the City elects to seek the appointment of a receiver for the Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Mortgage, expressly consents to the appointment of such receiver. The City or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Property. Immediately upon appointment of a receiver or immediately upon the City's entering upon and taking possession and control of the Property, Borrower shall surrender possession of the Property to the City or the receiver, as the case may be, and shall deliver to the City or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Property and all security deposits and prepaid Rents. In the event the City takes possession and control of the Property, the City may exclude Borrower and its representatives from the Property. Borrower acknowledges and agrees that the exercise by the City of any of the rights conferred under this Section shall not be construed to make the City a mortgagee-in-possession of the Property so long as the City has not itself entered into actual possession of the Property.

(e) If the City enters the Property, the City shall be liable to account only to Borrower and only for those Rents actually received. The City shall not be liable to Borrower, anyone claiming under or through Borrower, or anyone having an interest in the Property, by reason of any act or omission of the City under this Section, except for the City's gross negligence or willful misconduct, and Borrower hereby releases and discharges the City from any such liability to the fullest extent permitted by law.

(f) If the Rents are not sufficient to meet the costs of taking control of and managing the Property and collecting the Rents, any funds expended by the City for such purposes shall become an additional part of the Indebtedness.

(g) Any entering upon and taking of control of the Property by the City or the receiver, as the case may be, and any application of Rents as provided in this Mortgage, shall not cure or waive any Event of Default or invalidate any other right or remedy of the City under applicable law or provided for in this Mortgage or other Loan Documents.

(h) Upon the release or satisfaction of this Mortgage, the City absolutely and unconditionally assigns and transfers to Borrower all of the City's rights in and to the Rents. Promptly upon request by the Borrower, the City agrees to execute and deliver such further assignments as the Borrower may from time to time require pertaining to the Rents.

4. <u>ASSIGNMENT OF LEASES</u>.

(a) Borrower absolutely and unconditionally assigns and transfers to the City all of Borrower's right, title and interest in the Leases, including Borrower's right, power and authority to modify, extend or terminate any Lease.

(b) Until the City gives notice to Borrower of the City's exercise of its rights under this Section, Borrower shall have all rights, power and authority granted to Borrower under any Lease (except as otherwise limited by this Section or any other provision of this Mortgage), including the right, power and authority to modify, extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Borrower under the preceding sentence shall automatically terminate. Borrower shall comply with and observe Borrower's obligations under all Leases, including Borrower's obligations pertaining to the maintenance and disposition of tenant security deposits.

(c) The exercise by the City, either directly or by a receiver, of any of the rights conferred under this Section shall not be construed to make the City a mortgagee-in-possession of the Property so long as the City has not itself entered into actual possession of the Property. The acceptance by the City of the assignment of the Leases shall not at any time or in any event obligate the City to take any action under this Mortgage or to expend any money or to incur any expenses. The City shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Property. Prior to the City's actual entry into and taking possession of the Property, the City shall not: (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to the Lease or the Property; or (iii) be responsible for the operation, control, care, management or repair of the Property. Borrower's execution of this Mortgage shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and shall be that of Borrower, prior to such actual entry and taking of possession.

(d) Upon delivery of notice by the City to Borrower of the City's exercise of the City's rights under this Section at any time after the occurrence of an Event of Default, and without the necessity of the City entering upon and taking and maintaining control of the Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the State of Florida, the City immediately shall have all rights, powers and authority granted to Borrower under any Lease, including the right, power and authority to modify, extend or terminate any Lease.

(e) Borrower shall, promptly upon the City's request, deliver to the City an executed copy of each Lease then in effect. All Leases shall be on forms approved by the City and shall be on such terms and conditions as provided for under the Loan Agreement.

(f) Borrower shall not lease any portion of the Property for non-residential use except with the prior written consent of the City and the City's prior written approval of the Lease. Borrower shall not modify, extend or terminate any Lease for non-residential use (including any Lease in existence on the date of this Mortgage) without the prior written consent of the City. Borrower shall, without request by the City, deliver an executed copy of each non-residential Lease to the City promptly after such Lease is signed. All non-residential Leases, including renewals or extensions of existing Leases, shall specifically provide that (1) such Leases are subordinate to the lien of this Mortgage (unless waived in writing by the City); (2) the tenant shall attorn to the City and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Property by any purchaser at a foreclosure sale or by the City in any manner; (3) the tenant agrees to execute estoppel certificates and such further evidences of subordination and attornment as the City or any purchaser at a foreclosure sale may from time to time request; (4) the Lease shall not be terminated by foreclosure or any other transfer of the Property; (5) after a foreclosure sale of the Property, the City or any other purchaser at such foreclosure sale may, at the City's or such purchaser's option, accept or terminate such Lease; and (6) the tenant shall, upon receipt after the occurrence of an Event of Default of a written request from the City, pay all Rents payable under the Lease to the City.

(g) Upon the release or satisfaction of this Mortgage, the City absolutely and unconditionally assigns and transfers to Borrower all of the City's right, title, and interest in the Leases. Promptly upon request by the Borrower, the City agrees to execute and deliver such further assignments as the Borrower may from time to time require pertaining to the Leases.

5. PAYMENT OF INDEBTEDNESS; PERFORMANCE UNDER LOAN DOCUMENTS.

Borrower shall pay the Indebtedness in accordance with the terms of the Note and the other Loan Documents and shall perform, observe and comply with all other provisions of the Note and the other Loan Documents. Borrower's personal liability for payment of the Indebtedness is limited in the manner, and to the extent, provided in the Note.

6. APPLICATION OF PAYMENTS.

If at any time the City receives from Borrower or other party any amount applicable to the Indebtedness that is less than all amounts due and payable at such time, the City may apply that payment to amounts then due and payable in any manner and in any order determined by the City, in the City's discretion. Neither the City's acceptance of an amount that is less than all amounts then due and payable nor the City's application of such payment in the manner authorized shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Borrower's obligations under this Mortgage and the Note shall remain unchanged.

7. COMPLIANCE WITH LAWS.

Borrower shall comply with all laws, ordinances, regulations and requirements of any Governmental Authority and all recorded lawful covenants and agreements relating to or affecting the Property and the Leases, including all laws, ordinances, regulations, requirements and covenants pertaining to health and safety, construction of improvements on the Property, fair housing, zoning and land use, and the handling of tenant security deposits. Borrower shall at all times maintain records sufficient to demonstrate compliance with the provisions of this Section. Borrower shall take appropriate measures to prevent, and shall not engage in or knowingly permit, any illegal activities at the Property that could endanger tenants or visitors, result in damage to the Property, result in forfeiture of the Property, or otherwise materially impair the lien created by this Mortgage or the City's interest in the Property. Borrower represents and warrants to the City that no portion of the Property has been or will be purchased with the proceeds of any illegal activity.

8. USE OF PROPERTY.

Unless required by applicable law, Borrower shall not (a) except for any change in use approved by the City, allow changes in the use for which all or any part of the Property is being used at the time this Mortgage was executed or as contemplated by the Loan Agreement, including the development of the Project, (b) convert any individual dwelling units or common areas to commercial use, (c) initiate or acquiesce in a change in the zoning classification of the Property, or (d) establish any condominium or cooperative regime with respect to the Property.

9. PROTECTION OF THE CITY'S SECURITY.

(a) If Borrower fails to perform any of its obligations under this Mortgage or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Property, the City's security or rights under this Mortgage, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, the City shall have the right, but not the obligation, to make such appearances, disburse such sums and take such actions as the City reasonably deems necessary to perform such obligations of Borrower and to protect the City's interest, including (1) payment of reasonable fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants; (2) entry upon the Property to make repairs or secure the Property; (3) procurement of insurance required under this Mortgage; and (4) payment of amounts that Borrower has failed to pay under this Mortgage.

(b) Any amounts disbursed by the City under this Section, or under any other provision of this Mortgage that treats such disbursement as being made under this Section, shall be added to, and become part of the Indebtedness.

10. INSPECTION.

The City, its employees, agents, representatives, contractors, and designees may enter upon and make such inspections of the Property (including environmental inspections and tests), during normal business

hours or at any other reasonable time and upon reasonable prior notice to Borrower, as deemed necessary or appropriate by the City.

11. BOOKS AND RECORDS; FINANCIAL REPORTING.

(a) Borrower shall keep and maintain at all times at the Property (or, upon the City's approval, at the property management office for the Property in the City), and upon the City's request shall make available for the City's inspection (1) complete and accurate books of accounts and records (including copies of supporting bills and invoices) pertaining to the operation of the Property and that completely and accurately reflect the continued compliance with HUD regulatory requirements, including income eligibility of tenants at the Property; and (2) copies of all written contracts, Leases, and other mortgages that affect the Property.

(b) At the City's request, Borrower shall furnish to the City the following reports:

(1) within one hundred eighty (180) days after the end of each fiscal year of Borrower, financial statements consisting of an income statement, cash flow statement, and balance sheet for that fiscal year;

(2) within one hundred eighty (180) days after the end of each fiscal year of Borrower, and at any other time upon the City's request, a rent schedule for the Property showing the name of each tenant, the space occupied, the lease commencement and expiration dates, rental amount, rent payment history, and any related information requested by the City;

(3) within one hundred eighty (180) days after the end of each fiscal year of Borrower, and at any other time upon the City's request, an accounting of all tenant security deposits, the name of the institution and identification numbers of the account (if any) in which such security deposits are held, the contact person at such financial institution, along with any authority or release necessary for the City to access information regarding such account;

(4) within one hundred eighty (180) days after the end of each fiscal year of Borrower, and at any other time upon the City's request, a statement that identifies all owners of any interest in Borrower and the interest held by each (i.e., if Borrower is a non-publicly held corporation, all shareholders, officers and directors of Borrower; if Borrower is a limited liability company, all members and managers; and if Borrower is a partnership, all partners); and

(5) on a monthly basis, a monthly property management report for the Property, showing the number of inquiries made and rental applications received from tenants or prospective tenants, deposits received from tenants, and any other information requested by the City.

(c) All statements and reports required under this Section shall be certified to be complete and accurate by an individual having authority to bind Borrower, and shall be in such form and contain such detail as the City may reasonably require. All annual financial statements shall be audited, at Borrower's expense, by an independent certified public accountant or accounting firm acceptable to the City.

(d) If Borrower fails to provide in a timely manner the statements and reports required by this Section, the City shall have the right to have Borrower's books and records audited, at Borrower's expense, by an independent certified public accountant or accounting firm selected by the City. All costs incurred by the City in so doing shall become immediately due and payable and constitute additional Indebtedness.

(e) If an Event of Default has occurred and is continuing, Borrower shall deliver all books and records relating to the Property to the City upon the City's demand.

(f) If an Event of Default has occurred and the City has not previously required Borrower to furnish a quarterly income statement for the Property, the City may require Borrower to furnish such a statement within forty-five (45) days after the end of each fiscal quarter of Borrower following such Event of Default.

12. TAXES; OPERATING EXPENSES.

(a) Borrower shall pay, when due, all expenses of operating, managing, maintaining and repairing the Property, including without limitation real estate taxes and assessments, insurance premiums, utilities, repairs, labor costs, and a commercially reasonable property management fee.

(b) If an Event of Default exists, the City may exercise any rights the City may have with respect to imposition deposits without regard to whether impositions are then due and payable. The City shall have no liability to Borrower for failing to pay any impositions to the extent that an Event of Default has occurred and is continuing, insufficient imposition deposits are held by the City at the time an imposition becomes due and payable, or Borrower has failed to promptly provide the City with bills and premium notices.

(c) Borrower, at its own expense, may contest by appropriate legal proceedings, conducted diligently and in good faith, the amount or validity of any imposition other than insurance premiums, if (1) Borrower notifies the City of the commencement or expected commencement of such proceedings; (2) the Property is not in danger of being sold or forfeited; (3) Borrower deposits with the City reserves sufficient to pay the contested imposition, if requested by the City; and (4) Borrower furnishes whatever additional security is required in the proceedings or is reasonably requested by the City.

(d) Borrower shall promptly deliver to the City a copy of all notices of, and invoices for, impositions, and if Borrower pays any imposition directly, Borrower shall promptly furnish to the City receipts evidencing such payments.

13. LIENS; ENCUMBRANCES.

Except for the lien of real estate taxes and assessments, and the Permitted Encumbrances, Borrower shall not permit any lien, easement, or other encumbrance to be filed against the Property after the date hereof, whether voluntary, involuntary or by operation of law, without the City's prior written consent.

14. PRESERVATION, MANAGEMENT AND MAINTENANCE OF PROPERTY.

(a) Borrower shall (1) not commit waste or permit impairment or deterioration of the Property other than ordinary wear and tear; (2) not abandon the Property; (3) restore or repair promptly, in a good and workmanlike manner, any damaged part of the Property to the equivalent of its original condition, or such other condition as the City may approve in writing, whether or not insurance proceeds or condemnation awards are available to cover any costs of such restoration or repair; (4) keep the Property in good repair, including the replacement of Personalty and Fixtures with items of equal or better function and quality; (5) provide for professional management of the Property by a residential rental property manager satisfactory to the City under a contract approved by the City in writing; and (6) give notice to the City of (and unless otherwise directed in writing by the City, appear in and defend) any action or proceeding purporting to affect the Property, the City's security, or the City's rights under this Mortgage. Borrower shall not (and shall not permit any tenant or other person to) remove, demolish or alter the Property or any part of the Property except in connection with the repair or replacement of Improvements, Personality or Fixtures with items of equal or better function and quality.

(b) If at any time after the date of this Mortgage, Borrower intends to change the management of the Property, the City shall have the right to approve such new property manager and the written contract for the management of the in the City's sole and absolute discretion, but if approved, such approval shall not be unreasonably withheld or delayed and may require that Borrower and such new property manager enter into an assignment of the management contract on a form approved by the City. If required by the City (whether before or after an Event of Default), Borrower will cause any Affiliate of Borrower to whom fees are payable for the management of the Property to enter into an agreement with the City, in a form approved by the City, providing for subordination of those fees and such other provisions as the City may require. "**Affiliate of Borrower**" means any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which has a controlling interest in, Borrower (the term "**control**" **"controlled by"**, **"under common control with"**, or **"controlling interest**" means (i) the direct or indirect power (under contract, equity ownership, the right to vote or determine a vote, or otherwise) to direct the financial, legal, beneficial or other interests of a company (or other entity) and includes the definition of "control" in 24 CFR 401.310(a)(2); or (ii) the power to vote, directly or indirectly,

25 percent or more of any class of the voting stock of a company; or (iii) the ability to direct in any manner the election of a majority of a company (or other entity's) directors, trustees or members; or (iv) the ability to exercise a controlling influence over the company or entity's management and policies. For purposes of this definition, a general partner of a limited partnership is presumed to be in control of that partnership, and a managing member of a limited liability company is presumed to be in control of that limited liability company.

15. ENVIRONMENTAL HAZARDS.

(a) Except for matters covered by a written program of operations and maintenance approved in writing by the City (an "**O&M Program**") or matters described in this Section, Borrower shall not cause or permit any of the following:

(1) the presence, use, generation, release, treatment, processing, storage (including storage in above ground and underground storage tanks), handling, or disposal of any Hazardous Materials on or under the Property or any other property of Borrower that is adjacent to the Property;

(2) the transportation of any Hazardous Materials to, from, or across the Property;

(3) any occurrence or condition on the Property or any other property of Borrower that is adjacent to the Property, which occurrence or condition is or may be in violation of Hazardous Materials Laws;

(4) any violation of or noncompliance with the terms of any Environmental Permit with respect to the Property or any property of Borrower that is adjacent to the Property; or

(5) any violation of or noncompliance with the terms of any additional agreements as required to maintain compliance with HUD regulatory requirements, State statute, or City CDBG Program policies and procedures.

The matters described in clauses (1) through (5) above are referred to collectively in this Section as "**Prohibited Activities or Conditions**".

(b) Prohibited Activities and Conditions shall not include the safe and lawful use and storage of quantities of (1) pre-packaged supplies, cleaning materials and petroleum products customarily used in the operation and maintenance of comparable multifamily properties; (2) cleaning materials, personal grooming items and other items sold in pre-packaged containers for consumer use and used by tenants and occupants of residential dwelling units in the Property; (3) petroleum products used in the operation and maintenance of motor vehicles from time to time located on the Property's parking areas, so long as all of the foregoing are used, stored, handled, transported and disposed of in compliance with Hazardous Materials Laws; (4) hazardous materials used in the ordinary course of business in compliance with applicable environmental laws, and (5) consumable products used by tenants and occupants in accordance with manufacturer instructions and applicable laws.

(c) Borrower shall take all commercially reasonable actions (including the inclusion of appropriate provisions in any Leases executed after the date of this Mortgage) to prevent its employees, agents, contractors, and all tenants and other occupants from causing or permitting any Prohibited Activities or Conditions. Borrower shall not lease or allow the sublease or use of all or any portion of the Property to any tenant or subtenant for nonresidential use by any user that, in the ordinary course of its business, would cause or permit any Prohibited Activity or Condition.

(d) If an O&M Program has been established with respect to Hazardous Materials, Borrower shall comply in a timely manner with, and cause all employees, agents, and contractors of Borrower and any other persons present on the Property to comply with the O&M Program. All costs of performance of Borrower's obligations under any O&M Program shall be paid by Borrower, and the City's out-of-pocket costs incurred in connection with the monitoring and review of the O&M Program and Borrower's performance shall be paid by

Borrower upon demand by the City. Any such out-of-pocket costs of the City that Borrower fails to pay promptly shall become an additional part of the Indebtedness.

(e) Borrower represents and warrants to the City that, except as may have been previously disclosed by Borrower to the City in writing:

(1) Borrower has not at any time engaged in, caused or permitted any Prohibited Activities or Conditions;

(2) to the best of Borrower's knowledge after reasonable and diligent inquiry, no Prohibited Activities or Conditions exist or have existed;

(3) the Property does not now contain any underground storage tanks, and, to the best of Borrower's knowledge after reasonable and diligent inquiry, the Property has not contained any underground storage tanks in the past. If there is an underground storage tank located on the Property that has been previously disclosed by Borrower to the City in writing, that tank complies with all requirements of Hazardous Materials Laws;

(4) Borrower has complied with all Hazardous Materials Laws, including all requirements for notification regarding releases of Hazardous Materials. Without limiting the generality of the foregoing, Borrower has obtained all Environmental Permits required for the operation of the Property in accordance with Hazardous Materials Laws now in effect and all such Environmental Permits are in full force and effect;

(5) no event has occurred with respect to the Property that constitutes, or with the passing of time or the giving of notice would constitute, noncompliance with the terms of any Environmental Permit;

(6) there are no actions, suits, claims or proceedings pending or, to the best of Borrower's knowledge after reasonable and diligent inquiry, threatened that involve the Property and allege, arise out of, or relate to any Prohibited Activity or Condition; and

(7) Borrower has not received any complaint, order, notice of violation or other communication from any Governmental Authority with regard to air emissions, water discharges, noise emissions or Hazardous Materials, or any other environmental, health or safety matters affecting the Property or any other property of Borrower that is adjacent to the Property.

The representations and warranties in this Section shall be continuing representations and warranties that shall be deemed to be made by Borrower throughout the term of the loan evidenced by the Note, until the Indebtedness has been paid in full.

(f) Borrower shall promptly notify the City in writing upon the occurrence of any of the following events:

(1) Borrower's discovery of any Prohibited Activity or Condition;

(2) Borrower's receipt of or knowledge of any complaint, order, notice of violation or other communication from any Governmental Authority or other person with regard to present or future alleged Prohibited Activities or Conditions or any other environmental, health or safety matters affecting the Property or any other property of Borrower that is adjacent to the Property; and

(3) any representation or warranty in this Section becomes untrue or misleading after the date hereof.

Any such notice given by Borrower shall not relieve Borrower of, or result in a waiver of, any obligation under this Mortgage, the Note, or any other Loan Document.

(g) Borrower shall pay promptly the costs of any environmental inspections, tests or audits ("**Environmental Inspections**") required by the City in connection with any foreclosure or deed in lieu of foreclosure, or as a condition of the City's consent to any transfer of the Property, or required by the City following a reasonable determination by the City that Prohibited Activities or Conditions may exist. Any such costs incurred by the City (including the reasonable fees and out-of-pocket costs of attorneys and technical consultants whether incurred in connection with any judicial or administrative process or otherwise) that Borrower fails to pay promptly shall become an additional part of the Indebtedness. The results of all Environmental Inspections made by the City shall at all times remain the property of the City and the City shall have no obligation to disclose or otherwise make available to Borrower or any other party such results or any other information obtained by the City in connection with its Environmental Inspections. The City hereby reserves the right, and Borrower hereby expressly authorizes the City, to make available to any party, including any prospective bidder at a foreclosure sale of the Property, the results of any Environmental Inspections made by the City with respect to the Property. Borrower consents to the City notifying any party (either as part of a notice of sale or otherwise) of the results of any of the City's Environmental Inspections. Borrower acknowledges that the City cannot control or otherwise assure the truthfulness or accuracy of the results of any of its Environmental Inspections and that the release of such results to prospective bidders at a foreclosure sale of the Property may have a material and adverse effect upon the amount that a party may bid at such sale. The City shall have no liability whatsoever as a result of delivering the results of any of its Environmental Inspections to any third party, and Borrower hereby releases and forever discharges the City from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the results of, the delivery of any of the City's Environmental Inspections.

(h) If any investigation, site monitoring, containment, clean-up, restoration or other remedial work ("**Remedial Work**") is necessary to comply with any Hazardous Materials Law or order of any Governmental Authority that has or acquires jurisdiction over the Property or the use, operation or improvement of the Property under any Hazardous Materials Law, Borrower shall, by the earlier of (1) the applicable deadline required by Hazardous Materials Law; or (2) 30 days after notice from the City demanding such action, begin performing the Remedial Work, and thereafter diligently prosecute it to completion, and shall in any event complete the work by the time required by applicable Hazardous Materials Law. If Borrower fails to begin on a timely basis or diligently prosecute any required Remedial Work, the City may, at its option, cause the Remedial Work to be completed, in which case Borrower shall reimburse the City on demand for the cost of doing so. Any reimbursement due from Borrower to the City shall become part of the Indebtedness.

(i) Borrower shall cooperate with any inquiry by any Governmental Authority and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activity or Condition.

(j) Borrower shall indemnify, hold harmless and defend (i) the City and the members of the City Council, (ii) any prior owner or holder of the Note, (iii) the Loan Servicer, (iv) any prior Loan Servicer, (v) the officers, directors, shareholders, partners, employees and trustees of any of the foregoing, and (vi) the heirs, legal representatives, successors and assigns of each of the foregoing (collectively, the "**Indemnitees**") from and against all proceedings, claims, damages, penalties and costs (whether initiated or sought by Governmental Authorities or private parties), including reasonable fees and out-of-pocket expenses of attorneys and expert witnesses, investigatory fees, and remediation costs, whether incurred in connection with any judicial or administrative process or otherwise, arising directly or indirectly from any of the following:

(1) any breach of any representation or warranty of Borrower in this Section;

(2) any failure by Borrower to perform any of its obligations under this Section;

(3) the existence or alleged existence of any Prohibited Activity or Condition;

(4) the presence or alleged presence of Hazardous Materials on or under the Property or any property of Borrower that is adjacent to the Property; and

(5) the actual or alleged violation of any Hazardous Materials Law.

Notwithstanding the foregoing, Borrower shall have no obligation to indemnify, hold harmless or defend Indemnitees for (matters attributable to the gross negligence or willful misconduct of any Indemnitee.

(k) Counsel selected by Borrower to defend Indemnitees shall be subject to the approval of those Indemnitees. However, any Indemnitee may elect to defend any claim or legal or administrative proceeding at Borrower's expense.

(l) Borrower shall not, without the prior written consent of those Indemnitees who are named as parties to a claim or legal or administrative proceeding (a "**Claim**"), settle or compromise the Claim if the settlement (1) results in the entry of any judgment that does not include as an unconditional term the delivery by the claimant or plaintiff to the City of a written release of those Indemnitees, satisfactory in form and substance to the City; or (2) may materially and adversely affect the City, as determined by the City in its discretion.

(m) The City agrees that the indemnity under this Section shall be limited to the assets of Borrower and the City shall not seek to recover any deficiency from any natural persons who are members or managers of Borrower.

(n) Borrower shall, at its own cost and expense, do all of the following:

(1) pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnitees in any legal or administrative proceeding incident to any matters against which Indemnitees are entitled to be indemnified under this Section;

(2) reimburse Indemnitees for any expenses paid or incurred in connection with any matters against which Indemnitees are entitled to be indemnified under this Section; and

(3) reimburse Indemnitees for any and all expenses, including reasonable fees and out-of-pocket expenses of attorneys and expert witnesses, paid or incurred in connection with the enforcement by Indemnitees of their rights under this Section, or in monitoring and participating in any legal or administrative proceeding.

(o) In any circumstances in which the indemnity under this Section applies, the City may employ its own legal counsel and consultants to prosecute, defend or negotiate any claim or legal or administrative proceeding, and the City, with the prior written consent of Borrower (which shall not be unreasonably withheld, delayed or conditioned), may settle or compromise any action or legal or administrative proceeding. Borrower shall reimburse the City upon demand for all costs and expenses incurred by the City, including all costs of settlements entered into in good faith, and the reasonable fees and out-of-pocket expenses of such attorneys and consultants.

(p) The provisions of this Section shall be in addition to any and all other obligations and liabilities that Borrower may have under applicable law or under other Loan Documents, and each Indemnitee shall be entitled to indemnification under this Section without regard to whether the City or that Indemnitee has exercised any rights against the Property or any other security, pursued any rights against any guarantor, or pursued any other rights available under the Loan Documents or applicable law. If Borrower consists of more than one person or entity, the obligation of those persons or entities to indemnify the Indemnitees under this Section shall be joint and several. The obligation of Borrower to indemnify the Indemnitees under this Section shall survive any repayment or discharge of the Indebtedness, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this Mortgage.

16. <u>INSURANCE</u>.

(a) Borrower shall keep the Improvements insured at full replacement value against such hazards as the City may from time to time require and as required in the Loan Agreement, which insurance shall include but not be limited to coverage against loss by fire and allied perils, general boiler and machinery coverage, and business income coverage. The City's insurance requirements may change from time to time as it deems appropriate to conform with industry standards. If any of the Improvements are located in an area identified by the Federal Emergency Management Agency (or any successor to that agency) as an area having special flood hazards, and if flood insurance is available in that area, Borrower shall insure such Improvements against loss by flood.

(b) All premiums on insurance policies required under this Section shall be paid in the manner provided, unless the City has designated in writing another method of payment. All such policies shall be in a form approved by the City. All policies of property damage insurance shall include a non-contributing, non-reporting mortgage clause in favor of, and in a form approved by, the City. The City shall have the right to hold the original policies or duplicate original policies of all insurance required by this Section. Borrower shall promptly deliver to the City a copy of all renewal and other notices received by Borrower with respect to the policies and all receipts for paid premiums. At least 30 days prior to the expiration date of a policy, Borrower shall deliver to the City the original (or a duplicate original) of a renewal policy in form satisfactory to the City.

(c) Borrower shall maintain at all times Commercial General Liability insurance, business auto liability insurance, workers' compensation insurance and such other liability, errors and omissions (E&O) and fidelity insurance coverage as the City may from time to time require.

(d) All insurance policies and renewals of insurance policies required by this Section shall be in such amounts and for such periods as the City may from time to time require and shall be issued by insurance companies satisfactory to the City.

(e) All Commercial General Liability policies required under this Mortgage shall name the City as an additional insured. All property insurance policies required under this Mortgage shall name the City as a loss payee.

(f) Borrower shall comply with all insurance requirements and shall not permit any condition to exist on the Property that would invalidate any part of any insurance coverage that this Mortgage requires Borrower to maintain.

(g) In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to the City. Borrower hereby authorizes and appoints the City as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claims under policies of property damage insurance, to appear in and prosecute any action arising from such property damage insurance policies, to collect and receive the proceeds of property damage insurance, and to deduct from such proceeds the City's expenses incurred in the collection of such proceeds. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section shall require the City to incur any expense or take any action. The City may, at the City's option, (1) hold the balance of such proceeds to be used to reimburse Borrower for the cost of restoring and repairing the Property to the equivalent of its original condition or to a condition approved by the City (the "**Restoration**"); or (2) apply the balance of such proceeds to the payment of the Indebtedness, whether or not then due. To the extent the City determines to apply insurance proceeds to Restoration, the City shall do so in accordance with the City's then-current policies relating to the restoration of casualty damage on similar multifamily properties.

(h) The City shall not exercise its option to apply insurance proceeds to the payment of the Indebtedness if all of the following conditions are met: (1) no Event of Default (or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default) has occurred and is continuing; (2) the City determines, in its reasonable discretion, that there will be sufficient funds to complete the Restoration; (3) the City determines, in its reasonable discretion, that the rental income from the Property after completion of the Restoration will be sufficient to meet all operating costs and other expenses, imposition deposits, deposits to reserves and loan repayment obligations relating to the Property; (4) the City determines, in its reasonable discretion, that the Restoration will be completed before the earlier of (A) one year before the maturity date of the Note or (B) one year after the date of the loss or casualty; and (5) upon the City's request, Borrower provides the City evidence of the availability during and after the Restoration of the insurance required to be maintained by Borrower under this Section.

(i) If the Property is sold at a foreclosure sale or the City acquires title to the Property, the City shall automatically succeed to all rights of Borrower in and to any insurance policies and unearned insurance premiums and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

17. CONDEMNATION.

(a) Borrower shall promptly notify the City of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect (a "**Condemnation**"). Borrower shall appear in and prosecute or defend any action or proceeding relating to any Condemnation unless otherwise directed by the City in writing. Borrower authorizes and appoints the City as attorney-in-fact for Borrower to commence, appear in and prosecute, in the City's or Borrower's name, any action or proceeding relating to any Condemnation and to settle or compromise any claim in connection with any Condemnation. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section shall require the City to incur any expense or take any action. Borrower hereby transfers and assigns to the City all right, title and interest of Borrower in and to any award or payment with respect to (i) any Condemnation, or any conveyance in lieu of Condemnation, and (ii) any damage to the Property caused by governmental action that does not result in a Condemnation.

(b) The City may apply such awards or proceeds, after the deduction of the City's expenses incurred in the collection of such amounts, at the City's option, to the restoration or repair of the Property or to the payment of the Indebtedness, with the balance, if any, to Borrower. Unless the City otherwise agrees in writing, any application of any awards or proceeds to the Indebtedness shall not extend or postpone the due date of any monthly installments payable to the City or change the amount of such installments. Borrower shall execute such further evidence of assignment of any awards or proceeds as the City may require.

(c) The provisions of this Section 17 are subject and subordinate to the rights of a senior lender set forth in any mortgage that may be recorded prior to, or which may subordinate, this Mortgage.

18. TRANSFER OF THE PROPERTY.

Except for transfers expressly permitted under the Loan Documents, upon the sale or other transfer of Borrower's interest in the Property or any portion thereof, the entire outstanding Indebtedness shall immediately become due and payable. Leases with tenants of the Property, utility easements and other easements reasonably needed for the Project, and refinancing of debt on the Property (provided the new debt does not exceed the principal amount of the original debt being refinanced) shall not trigger the due on sale clause.

19. EVENTS OF DEFAULT; REMEDIES.

(a) The occurrence and continuation thereof beyond any and all applicable notice and cure periods, of any one or more of the following shall constitute an "**Event of Default**" under this Mortgage:

(1) any failure by Borrower to pay or deposit when due any amount required by the Note, this Mortgage or any other Loan Document;

(2) any failure by Borrower to maintain the insurance coverage required under this Mortgage;

(3) fraud or material misrepresentation or material omission by Borrower, or any of its officers, directors, trustees, general partners, members, managers, or any guarantor in connection with (A) the application for or creation of the Indebtedness, (B) any financial statement, rent roll, or other report or information provided to the City, or (C) any request for the City's consent to any proposed action under the Loan Documents, including without limitation a request for disbursement of funds;

(4) the commencement of a forfeiture action or proceeding, whether civil or criminal, which, in the City's reasonable judgment, could result in a forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or the City's interest in the Property, which is not dismissed within sixty (60) days;

(5) any failure by Borrower to perform any other obligation under this Mortgage as and when required, which continues for a period of thirty (30) days after notice of such failure by the City to Borrower, but no such notice or grace period shall apply in the case of any such failure that could, in the City's judgment,

absent immediate exercise by the City of a right or remedy under this Mortgage, result in harm to the City, impairment of the Note or this Mortgage or any other security given under any other Loan Document;

(6) any failure by Borrower to perform any of its obligations as and when required under any Loan Document other than this Mortgage that continues beyond the applicable cure period, if any, specified in that Loan Document;

(7) any exercise by the holder of any other indebtedness secured by a mortgage on the Property of a right to declare all amounts due under that indebtedness immediately due and payable;

(8) [Reserved].

(b) Notwithstanding anything herein to the contrary, Borrower shall have ten (10) days after the receipt of written notice to cure any monetary default herein, and thirty (30) days after the receipt of written notice to cure any non-monetary default herein, provided that if Borrower has commenced to cure such non-monetary default within the initial thirty (30) day cure period and is diligently pursuing such a cure, the City shall extend such cure period for such reasonable time needed for Borrower to complete its cure. The City agrees to provide written notice of an Event of Default to any investor identified in the notice section of this Mortgage and to allow said investor the opportunity to cure any default of Borrower on behalf of Borrower, within the same cure period, and to the same extent as Borrower. Borrower agrees that the City shall be entitled to rely upon and to accept any offer of cure made by any such investor. Notwithstanding any of the forgoing provisions to the contrary, if Borrower has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

(c) At any time during the existence of an Event of Default, the City, at the City's option, may accelerate the maturity of and declare the Indebtedness to be immediately due and payable, and may cause the lien on the Property and UCC Collateral to be foreclosed, whereupon the Property and UCC Collateral may be sold, in whole, in part, or separately, upon entry of a final judgment of foreclosure, in accordance with applicable Florida law, to the highest bidder for cash, with or without appraisement, and without the necessity of making additional demand upon or notifying Borrower, all of which are expressly waived. Each right and remedy provided in this Mortgage is distinct from all other rights or remedies under this Mortgage or any other Loan Document or afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce this Mortgage or any other Loan Document.

20. FORBEARANCE.

(a) The City may (but shall not be obligated to) agree with Borrower, from time to time, and without giving notice to, or obtaining the consent of, or having any effect upon the obligations of, any guarantor or other third party obligor, to take any of the following actions: extend the time for payment of all or any part of the Indebtedness; reduce the payments due under this Mortgage, the Note, or any other Loan Document; release anyone liable for the payment of any amounts under this Mortgage, the Note, or any other Loan Document; accept a renewal of the Note; modify the terms and time of payment of the Indebtedness; join in any extension or subordination agreement; release any portion of the Property from the Mortgage; take or release other or additional security; modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable under the Note; and otherwise modify this Mortgage, the Note, or any other Loan Document.

(b) Any forbearance by the City in exercising any right or remedy under the Note, this Mortgage, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by the City of payment of all or any part of the Indebtedness after the due date of such payment, or in an amount that is less than the required payment, shall not be a waiver of the City's right to require prompt payment when due of all other payments on account of the Indebtedness or to exercise any remedies for any failure to make prompt payment. Enforcement by the City of any security for the Indebtedness shall not constitute an election by the City of remedies so as to preclude the exercise of any other right available to the City. The City's receipt of any awards or proceeds under this Mortgage shall not operate to cure or waive any Event of Default.

21. LOAN CHARGES.

If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in any Loan Document, whether considered separately or together with other charges levied in connection with any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to the City in excess of the permitted amounts shall be applied by the City to reduce the principal of the Indebtedness. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness that constitutes interest, as well as all other charges levied in connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note.

22. WAIVER OF MARSHALLING.

Notwithstanding the existence of any other security interests in the Property held by the City or by any other party, the City shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in this Mortgage, the Note, any other Loan Document or applicable law. The City shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a security interest in the Property and who has actual or constructive notice of this Mortgage waives any and all right to require the marshalling of assets or to require that any of the Property be sold in the inverse order of alienation or that any of the Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Mortgage.

23. FURTHER ASSURANCES.

Borrower shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, affidavits, certifications, financing statements, transfers and assurances as the City may require from time to time in order to better assure, grant, and convey to the City the rights intended to be granted, now or in the future, to the City under this Mortgage and the Loan Documents.

24. ESTOPPEL CERTIFICATES.

Within 10 days after a request from the City, Borrower shall deliver to the City a written statement, signed and acknowledged by Borrower, certifying to the City or any person designated by the City, as of the date of such statement, (1) that the Loan Documents are unmodified and in full force and effect (or, if there have been modifications, that the Loan Documents are in full force and effect as modified and setting forth such modifications); (2) the unpaid principal balance of the Note; (3) the date to which interest under the Note has been paid; (4) that Borrower is not in default in paying the Indebtedness or in performing or observing any of the covenants or agreements contained in this Mortgage or any of the other Loan Documents (or, if Borrower is in default, describing such default in reasonable detail); (5) whether or not there are then existing any setoffs or defenses known to Borrower against the enforcement of any right or remedy of the City under the Loan Documents; and (6) any additional facts pertaining to Borrower or the Project requested by the City.

25. NOTICE.

(a) All notices, demands and other communications ("**Notice**") given under this Mortgage shall be in writing. Each notice shall be addressed to the intended recipient at its address set forth in this Mortgage and shall be deemed given on the earliest to occur of (1) the date when the notice is received by the addressee; (2) the first Business Day after the notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Section, the term "Business Day" means any day other than a Saturday, Sunday or any other day on which the City is not open for business.

To the City:

City of Pensacola, Florida
420 West Chase Street
Pensacola, Florida 32502
Attention: Betsy McDonald, Housing Director
Phone: (850) 595-0113
Email: EMcDonald@cityofpensacola.com

To Borrower:

Kupfrian Manor, LLC
c/o The Paces Foundation, Inc.
2730 Cumberland Blvd. SE
Smyrna, Georgia 30080

with copy to:

Nelson Mullins Riley & Scarborough LLP
(which copy shall not constitute notice to Borrower)
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: David F. Leon, Esq.

With copies to the Investor and their counsel:

Berkadia Kupfrian Manor MTE LLC
Two Liberty Place
50 South 16th Street, Suite 2825
Philadelphia, Pennsylvania 19102
Attention: Managing Director
Email: assetmanagement-atc@berkadia.com

and

Holland & Knight LLP
10 St. James Avenue, 11th Floor
Boston, Massachusetts 02116
Attention: Sara C. Heskett, Esq.
Email: sara.heskett@hklaw.com

(b) Each party may change its address by giving notice to the other party in the manner prescribed. Each party agrees that it will not refuse or reject delivery of any notice given in accordance with this Section, that it will acknowledge, in writing, the receipt of any notice upon request by the other party, and that any notice rejected or refused by it shall be deemed for purposes of this Section to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

26. SALE OF NOTE; LOAN SERVICING.

(a) The Note or a partial interest in the Note (together with this Mortgage and the other Loan Documents) may be sold one or more times without prior notice to Borrower.

(b) All actions regarding the servicing of the loan evidenced by the Note, including the collection of payments, the giving and receipt of notice, inspections of the Property, inspections of books

and records, and the granting of consents and approvals, may be taken by the Loan Servicer unless Borrower receives notice to the contrary. If Borrower receives conflicting notices regarding the identity of the Loan Servicer or any other subject, any such notice from the City shall govern. If there is a change of the Loan Servicer, Borrower shall be given written notice of the change.

27. DISCLOSURE OF INFORMATION.

The City may furnish information regarding Borrower or the Property to third parties with an existing or prospective interest in the servicing, enforcement, evaluation, performance, purchase or securitization of the Indebtedness, including trustees, master servicers, special servicers, rating agencies, and organizations maintaining databases on the underwriting and performance of multifamily mortgage loans. Borrower irrevocably waives any and all rights it may have under applicable law to prohibit such disclosure, including any right of privacy.

28. NO CHANGE IN FACTS OR CIRCUMSTANCES.

Borrower represents and warrants to the City that (a) all information in the application for the funding submitted to the City and in all financial statements, rent rolls, reports, certificates and other documents submitted in connection with the application are complete and accurate in all material respects; and (b) there has been no material adverse change in any fact or circumstance that would make any such information incomplete or inaccurate, unless such material adverse change has been disclosed in writing to the City.

29. RELEASE.

Upon payment of the Indebtedness in full, the City shall cancel the Note and provide Borrower with an executed, recordable Satisfaction of Mortgage, which Borrower may record in the City of Pensacola Public Records. If Borrower requests that the City record the Satisfaction and the City agrees to do so, Borrower shall pay the recording fees.

30. WAIVER OF TRIAL BY JURY.

BORROWER (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS MORTGAGE OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND THE CITY THAT IS TRIABLE OF RIGHT BY A JURY, AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

31. GENERAL PROVISIONS.

(a) Amendments. This Mortgage may be amended only by a written amendment signed by both parties.

(b) Construction. The captions and headings of the sections of this Mortgage are for convenience only and shall be disregarded in construing this Mortgage. Any reference in this Mortgage to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Mortgage or to a Section of this Mortgage. All Exhibits attached to or referred to in this Mortgage are incorporated by reference into this Mortgage. Any reference in this Mortgage to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Agreement includes the plural and use of the plural includes the singular. As used in this Mortgage, the term "including" means "including, but not limited to".

(c) Governing Law; Consent to Jurisdiction and Venue. This Mortgage and the other Loan Documents shall be governed by the laws of the City of Pensacola, Florida and the State of Florida. The Circuit Court in the City of Pensacola, Florida shall have exclusive jurisdiction over all controversies arising under or in relation to the Note, this Mortgage, or any other Loan Document. Borrower irrevocably consents to service, jurisdiction, and venue of such court for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

(d) Severability. The invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision, and all other provisions shall remain in full force and effect.

(e) Successors and Assigns. This Mortgage shall inure to the benefit of the City and is binding upon Borrower and its successors-in-interest with respect to the Property.

(f) Maturity Date. This Mortgage shall mature on [December [__], 2055] and shall be payable, or forgiven in the City's sole and absolute discretion in accordance with the Loan Documents.

32. SUBORDINATE MORTGAGE.

This Mortgage is, and all of the Lender's rights hereunder are, subject and subordinate to (a) instruments relating to the Senior Loans (as defined in the Loan Agreement) granted or to be granted in favor of Escambia County Housing Finance Authority, the Florida Housing Finance Corporation and United Bank, respectively (together with all advances made thereunder or interest thereon, and all renewals, replacements, refinancing, modifications, consolidations and extensions thereof) and (b) all loan and security documents related thereto. The subordination of this Mortgage to the Senior Loans is expressly for the benefit of Senior Lenders, and may not be modified or terminated without the express written consent of Senior Lenders.

[SIGNATURE PAGE FOLLOWS]

Executed by Borrower effective as of the date first above written.

Witnesses:

WITNESSES:

BORROWER:
KUPFRIAN MANOR, LLC
a Florida limited liability company

Print: _____

By: _____
Renée Sandell, Vice President

Address: _____

Print: _____

Address: _____

ACKNOWLEDGEMENT OF BORROWER

STATE OF GEORGIA
COUNTY OF COBB

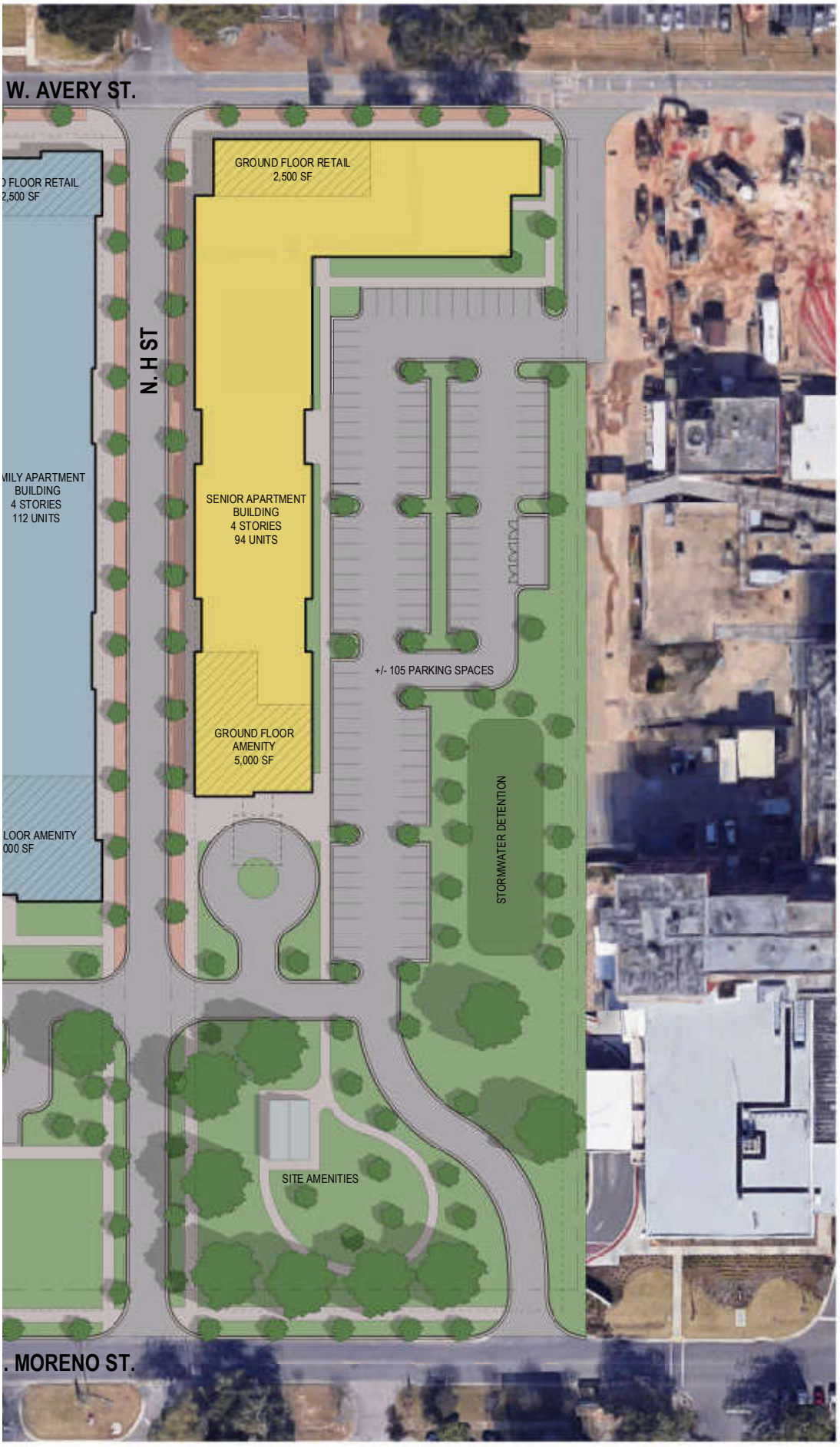
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Renée Sandell, as Vice President of Kupfrian Manor, LLC, a Florida limited liability company, on behalf of the company.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Notary Public, State of Georgia
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Exhibits:
Exhibit A – Legal Description
Exhibit B – Permitted Encumbrances



SCALE: 1" = 40'

NORTH

EAST SITE

SENIOR APARTMENT BUILDING
4 STORIES
94 UNITS

UNIT TOTALS

1 BED / 1 BATH:	47
2 BED / 2 BATH:	47
TOTAL UNITS:	94

SQUARE FOOTAGE

1 BED / 1 BATH:	700 RSF
2 BED / 2 BATH:	950 RSF
TOTAL RENTABLE:	77,500 RSF

COMMERCIAL:	2,500 GSF
RESIDENTIAL UNITS:	85,000 GSF
AMENITY:	5,000 GSF
COMMON AREA:	23,500 GSF
TOTAL GROSS:	**116,000 GSF**

PARKING

REQUIRED		
RESIDENTIAL:	1/UNIT	94 SPACES
COMMERCIAL:	1/300 SF	10 SPACES
TOTAL:		104 SPACES
TOTAL PROVIDED:		**+/- 105 SPACES**

PENSACOLA HOUSING

07.21.23

neighboring concepts

SUMMARY OF ASSUMPTIONS AND LOAN DETAIL

PAGE HEADERS & FOOTERS

Company:	Paces Preservation Partners
City/County/State:	Pensacola/Escambia County/Florida
Project Name:	Kupfrian Manor
Project Address:	Northeast Corner of West Avery, and North H Street
Development Type:	New Construction
Year Built (Acq/Rehab):	2025 Const. Start
Tenant Mix:	Senior
Financing Source:	HURRICANE SALLY Funds, 4% TEB
Other Financing Detail:	City of Pensacola CDBG
Status of Analysis:	*Draft*
Financing (4% or 9%)	4%
File Location:	
Date & Time:	10/10/2025 14:35

SOHO HOUSING PARTNERS

THE PACES FOUNDATION

Financing Information

TAX EXEMPT LOAN: Bonds

Tax Exempt Rate	4.200%
Credit Enhancement Fees	1.720%
Issuer Annual Fee	0.000%
Trustee & Servicer Annual Fee	0.000%
Other -	0.150%
Other -	0.000%
All-in Rate	6.070%
Amort Term	40.00

TAXABLE LOAN:

Taxable Rate	0.000%
Credit Enhancement Fees	0.000%
	0.000%
	0.000%
Other -	0.000%
Other -	0.000%
All-in Rate	0.000%
Amort Term	0.00

CONSTRUCTION LOAN:

Loan Rate	4.000%
Lender Spread	1.900%
Other -	0.000%
All-in Rate	5.900%

FHFC SAIL(CDBG):

Sail Loan? (Y/N)	y
Loan Amount	7,855,574
Pay Rate	0.000%
SAIL Servicing/Monitoring Fees	0.000%

City of Pensacola CDBG FUNDS:

Subsidy Amount	700,000
Rate	0.000%

MAGNET FUNDS (UNITED BANK):

Subsidy Amount	1,000,000
Rate	3.000%

SALES TAX REBATE (LIVE LOCAL):

Subsidy Amount	447,009
Rate	0.000%

BOND REINVESTMENT INCOME:

Loan Amount	0
Rate	0.000%

Additional Project Inputs:

State Finance Agency:	FHFC
Syndicator Legal Fees:	$75,000
MSA or Rural:	Penscacola Escambia MSA
Area Median Income Used:	98,100
Building Count:	1
Investor/Syndicator	Berkadia/Freddie

MISCELLANEOUS:

Land Value from Appraisal	0
Minimum 1st Mortgage DSCR	115.00%
Minimum 2nd Mortgage DSCR	110.00%

Project Information

RENTAL ASSUMPTIONS:

		Mo.	
First Units Rented	04/01/27	16	Lease Up units per Month
Stabilization	10/01/27	22	Initial Occupancy
Constr. Interest Period Ends	10/01/27	22	Lease Up Start
Vacancy & Collection Loss	6.000%		Lease Up Completion
Expense Growth	3.000%		Corporate Tax Rate
Income Growth	2.000%		Deferred Fee Int. Rate

CONSTRUCTION DATES:

		Mo.
Construction Start Date	12/01/25	
Construction Completion Date	06/01/27	18

TAX CREDIT CAPITAL CONTRIBUTIONS:

	Installment	Date	Amount	%	State	Total
1)	Closing	12/01/25	1,921,457	15	0	1,921,457
2)	50% Completion	07/01/26	0	0	0	0
3)	75% Completion	09/01/26	0	0	0	0
4)	Completion	06/01/27	5,123,886	40	0	5,123,886
5)	Final Closing	02/01/28	0	0	0	0
6)	115% DSCR 3 Mo.	10/01/27	5,764,371	45	0	5,764,371
		Total:	12,809,714	100		12,809,714

TAX CREDITS (4% or 9%):

DDA/QCT? (Y/N)	y
4% Applicable Fraction	4.000%
9% Applicable Fraction	9.000%
Total Allocation	10
% to Investor	99.99%
Price (Federal)	0.8525
Price (State)- Georgia	0.000
Deferred Dev Fee Note Interest Rate	4%

Real Estate Inputs:

Capitalization Rates:	5.75%
Const. Loan Rate:	5.90%
Construction Loan Legal	$0
Annual Audit Fees:	$9,500.00
Annual Replacement Reserve per unit:	$300.00
Hard Cost Input:	$142,742.00
Site Work Input:	37,279
Hard Cost Contingency % Input:	5.00%
Developer Fee Percentage:	18.00%

Percentage of Owners:

General Partner	0.010%
Investor	99.990%
Special Limited Partner	0.000%
	100.000%

Management Fees:

Asset Management Fee	5,000
Total Management Fee	5.000%
Contingent Management Fee	0.000%

Sales Proceeds Distribution

General Partner	90.000%
Investor	10.000%
	100.000%

INVESTMENT EARNINGS RATE:

Construction Fund	0.000%
Debt Service Reserve Fund	0.000%

Initial Lease-Up Year	
Lease Up units per Month	
Initial Occupancy	
Lease Up Start	
Lease Up Completion	
Corporate Tax Rate	
Deferred Fee Int. Rate	

% of Cash Flow:

General Partı	90.000%
Investor	10.000%
Special Limit	0.000%
	100.000%

% of GP Cash Flow:

	0.000%
PPP	100.000%
Special Limit	0.000%
	100.000%

DEVELOPER FEE %:

	0.000%
PPP	100.000%
Special Limit	0.000%
	100.000%

Paces Preservation Partners
Pensacola/Escambia County/Florida
Kupfrian Manor

HURRICANE SALLY Funds, 4% TEB
City of Pensacola CDBG
Draft

Stabilized Operating Income

INCOME:	MEDIAN INCOME:	98,100	Penscacola Escambia MSA				
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30.00%	20,610	23,550	26,490	29,430	31,800	34,140	36,510	35,610
40.00%	27,480	31,400	35,320	39,240	42,400	45,520	48,680	47,480
50.00%	34,350	39,250	44,150	49,050	53,000	56,900	60,850	59,350
60.00%	41,220	47,100	52,980	58,860	63,600	68,280	73,020	71,220
80.00%	54,960	62,800	70,640	78,480	84,800	91,040	97,360	94,960

SOHO HOUSING PARTNERS

THE PACES FOUNDATION

	UNIT TYPE	PERCENT OF MEDIAN	NUMBER OF UNITS	GROSS SQ. FT.	NET SQ. FT.	GROSS LIHTC RENT	UTILITIES	TOTAL SQ. FT.	Underwritten NET RENT	Section 8 PBRA Rents	TOTAL MNTHLY RENT	Annual	N Overhang	Market Rents	Weighted AVG.
WF (LIHTC)	1/1- PBV- HCV	30.00%	7	695	695	$552.00	$92.00	4,865	$460.00	$1,361.00	$3,220	$38,640	$0.00		210%
WF (LIHTC)	1/1-	60.00%	17	695	695	$1,104.00	$92.00	11,815	$1,012.00		$17,204	$206,448	$0.00		1020%
WF (LIHTC)	1/1	60.00%	14	695	695	$1,104.00	$92.00	9,730	$1,012.00		$14,168	$170,016	$0.00		840%
WF (LIHTC)	1/1	80.00%	9	695	695	$1,472.00	$92.00	6,255	$1,380.00		$12,420	$149,040	$0.00		720%
WF (LIHTC)	2/2- PBV HCV	30.00%	8	982	982	$662.00	$118.00	7,856	$544.00	$1,605.00	$4,352	$52,224	$0.00		240%
WF (LIHTC)	2/2-	60.00%	18	982	982	$1,324.00	$118.00	17,676	$1,206.00		$21,708	$260,496	$0.00		1080%
WF (LIHTC)	2/2	60.00%	12	982	982	$1,324.00	$118.00	11,784	$1,206.00		$14,472	$173,664	$0.00		720%
WF (LIHTC)	2/2	80.00%	9	982	982	$1,766.00	$118.00	8,838	$1,648.00		$14,832	$177,984	$0.00		720%
WF (LIHTC)			0	0	0		$92.00					$0			
WF (LIHTC)				0	0		$118.00					$0			
WF (LIHTC)				0	0		$146.00					$0			
WF (LIHTC)				0	0		$146.00					$0			
WF (LIHTC)	3/2			0	0		$146.00					$0			
WF (LIHTC)												$0			
WF (LIHTC)												$0			
WF (LIHTC)							$175.00					$0			
	TOTALS:		94	839	Ave. Unit Size (Sq. Ft.)			78,819			$102,376	$1,228,512	$0.00		

Income Average Test: 59.04%

GROSS SQUARE FOOTAGE:	
Total Unit Square Ft	78,819
Clubhouse/Accessory	18,500
Total:	97,319

# of Mgr Units	Mo. Net Rent
0	$0

Penetration	$/Unit/Month
0%	$0.00
0%	$0.00
100%	$22.00
Weighted Ave.	$0.00

	GROSS ANNUAL RENTAL INCOME	1,228,512
	Less: Manager Unit(s)	$0
	NET ANNUAL RENTAL INCOME	1,228,512
	MISCELLANEOUS INCOME	
	Annual Washer/Dryer Income	-
	Annual Cable Income	-
	Other (Forfeits, Vending, Pets)	24,816
	Subtotal Misc. Income	24,816
	ANNUAL GROSS POTENTIAL INCOME	1,253,328
6.00%	Less: Vacancy & Collection	75,200
	EFFECTIVE GROSS INCOME	1,178,128

Building Delivery Schedule		
Bldg. Number	# of Units	PIS Date
1	24	10/1/1900
2	24	11/1/1900
3	24	12/1/1900
4	24	1/1/1901
5	24	2/1/1901
6		
7		
8	0	
9	0	
10	0	

INCOME SUMMARY:		
Income Description:	Amount:	Unit/Month:
Gross Annual Rental Income	1,228,512	1,089
Annual Miscellaneous Income	24,816	22
Ann. Gross Potential Income	1,253,328	1,111
Ann. Effective Gross Income	1,178,128	1,044

UNIT MIX:		
Unit Type:	# of Units:	Percent:
1/1- PBV- HCV	47	50.00%
2/2	47	50.00%
3/1	0	0.00%
5/2	0	0.00%
4/2	0	0.00%
	94	100.00%

UNIT MIX:		
Units at 30% AMI	15	15.96%
Units at 40% AMI	0	0.00%
Units at 50% AMI	0	0.00%
Units at 60% AMI	61	64.89%
Units at 80% AMI	18	19.15%
Market Rate	0	0.00%
	94	100.00%

HOUSING MIX:			Include for IA
PBV- HCV- City of Pensacola	15	15.96%	Yes
PBV- VASH		0.00%	No
LIHTC	-	0.00%	Yes
WF (LIHTC)	79	84.04%	Yes
WF (Non-LIHTC)	-	0.00%	No
Market	-	0.00%	No
RAD	-	0.00%	Yes
	94	100.00%	

Utility Allowances:											
Unit Type:	Heating	Cooking	Electric:	A/C electric:	Water Heating:	Water:	Sewer:	Range/Stove:	Fridge:	Other:	TOTAL
1/1- PBV- HCV	$13	$7	$27	$18	$16	$0	$0	$0	$0	$11	$92
2/2- PBV HCV	$15	$10	$37	$25	$20	$0	$0	$0	$0	$11	$118
3/2	$18	$13	$47	$32	$25	$0	$0	$0	$0	$11	$146
4/2	$21	$17	$58	$39	$29	$0	$0	$0	$0	$11	$175
5/2											$0

Operating Expenses - Detailed Report

	OPERATING EXPENSES:	MONTHLY	ANNUALLY	PER UNIT/YR	PER SQ FT	% TOTAL EXP.
	PAYROLL:					
	Payroll	7,833	94,000	1,000	1.19	17.08%
	Commissions	-	-	-	-	0.00%
24%	**Payroll Taxes & Insur.**	1,880	22,560	240	0.29	4.10%
	TOTAL PAYROLL	9,713	116,560	1,240	1.48	21.18%
	REPAIRS & MAINTENANCE:					
$250	**Maint. & Repairs**	1,958	23,500	250	0.30	4.27%
$65	**Elevator Maintenance**	509	6,110	65	0.08	1.11%
$250	**Grounds**	1,958	23,500	250	0.30	4.27%
$0	**Pool**	-	-	-	-	0.00%
$40	**Exterminating**	313	3,760	40	0.05	0.68%
$250	**Cleaning & Decorating**	1,958	23,500	250	0.30	4.27%
$40	**Misc. Security**	313	3,760	40	0.05	0.68%
	TOTAL REPAIRS & MAINT.	7,011	84,130	895	1.07	15.28%
4.0%	**MANAGEMENT FEE 4%**	3,927	47,125	501	0.60	8.56%
	GENERAL & ADMIN.:					
$85	**Office Equip/Supplies**	666	7,990	85	0.10	1.45%
$75	**Telephone**	588	7,050	75	0.09	1.28%
$31	**Legal & Accounting**	243	2,914	31	0.04	0.53%
$17	**Leasing/Marketing**	133	1,598	17	0.02	0.29%
$78	**Misc.- Computer and Software**	611	7,332	78	0.09	1.33%
	TOTAL ADMINISTRATIVE	2,240	26,884	286	0.34	4.88%
	UTILITIES:					
$331	**Electric**	2,593	31,114	331	0.39	5.65%
$391	**Water & Sewer**	3,063	36,754	391	0.47	6.68%
$126	**Trash**	987	11,844	126	0.15	2.15%
$116	**Issuer Admin Fees**	909	10,904	116	0.14	1.98%
$48	**Cable**	376	4,512	48	0.06	0.82%
	TOTAL UTILITIES	7,927	95,128	1,012	1.21	17.28%
	OTHER EXPENSES:					
$1,350	**Insurance**	10,575	126,900	1,350	1.61	23.06%
$0	**Real Estate Taxes**	-	-	-	-	0.00%
$9,500	**Audit Fees**	792	9,500	101	0.12	1.73%
$165	**CDBG COMPLIANCE FEES**	1,293	15,516	165	0.20	2.82%
$300	**Replacement Reserve**	2,350	28,200	300	0.36	5.12%
$5	**Misc. (License Fee, etc)**	39	470	5	0.01	0.09%
	TOTAL OTHER EXPENSES	15,049	180,586	1,921	2.29	32.81%
	TOTAL OPERATING EXP. PRIOR TO DEBT SERVICE	45,868	550,413	5,855.46	6.98	100%

NET OPERATING INCOME	52,310	627,716	6,678	
				DSCR
1ST MTG DEBT SERVICE- Bonds	45,463	545,553	5,804	**1.151 1st Mortgage**
2nd MTG DS- Home, Seller Note	2,500	30,000	319	**1.091 All-Debt**
CASH FLOW	4,347	52,162	555	

	# of Employ	Salary/Person	Total
Manager(s)	1	54,000	54,000
Assist Mgr	0		-
Maint Mgr	1	40,000	40,000
Maint	0	0	-
			94,000

Loan Sizing Worksheet

First Mortgage

TAX EXEMPT LOAN: Bonds		
Tax Exempt Rate		4.200%
Credit Enhancement Fees		1.720%
Issuer Annual Fee		0.000%
Trustee & Servicer Annual Fee		0.000%
Other -		0.150%
Other -		0.000%
All-in Rate		6.070%
Amort Term		40.00
Constant		6.661%
Other -		0.000%
All-in Constant	Actual Loan	6.661%
Loan Amount	8,190,000	8,190,000
Debt Service - P&I		545,553
TAXABLE LOAN:		
Taxable Rate		0.000%
Credit Enhancement Fees		0.000%
0		0.000%
0		0.000%
Other -		0.000%
Other -		0.000%
All-in Rate		0.000%
Amort Term		0.00
Constant		0.000%
Other -		0.000%
All-in Constant	Actual Loan	0.000%
Loan Amount	0	0
Debt Service - P&I		0
BLENDED T/E & TAXABLE RATES & OTHER DETAIL:		
Gross Debt Service		545,553
Less: DSR Earnings	0.000%	0
Net Debt Service		545,553
Total 1st Mtge Loan Amount		8,190,000
Blended all-in Constant		6.661%
Blended all-in 1st Mtge Rate		6.070%
1st Mtge Weighted Ave. Cpn.		6.070%
Actual 1st Mtge Debt Svce(P&I)		545,553
1st Mortgage DSCR		115.060%
All-Debt DSCR		115.060%

TAXABLE LOAN:	**N/A**	
Loan Rate		0.00%
Credit Enhancement Fees		0.00%
Other -		0.00%
All-in Rate		0.00%
Amort Term		0
Constant		0.000%
Other -		0.000%
All-in Constant	Actual Loan	0.000%
Loan Amount	0	0
Debt Service - P&I		0
1st Mortgage DSCR		0.00%
All-Debt DSCR		0.00%

Second Mortgage

FHFC SAIL(CDBG):	Amortize Interest Only?(Y/N)	y
Loan Amount		7,855,574
Pay Rate		0.000%
SAIL Servicing/Monitoring Fees		0.000%
All-in Rate		0.000%
Amort Term		40
Debt Service	**Annual**	0
City of Pensacola CDBG FUNDS:	Amortize Interest Only?(Y/N)	Y
Subsidy Amount		700,000
Rate		0.000%
Amort Term		40
Debt Service	**Accrued**	0
MAGNET FUNDS (UNITED BANK	Amortize Int	Y
Subsidy Amount		1,000,000
Rate		3.000%
Amort Term		30
Debt Service		30,000
SALES TAX REBATE (LIVE LOCAL):		
Amortize Interest Only?(Y/N)		Y
Subsidy Amount		447,009
Rate		0.000%
Amort Term		30
Debt Service		0
BOND REINVESTMENT INCOME:		
Amortize Interest Only?(Y/N)		Y
Loan Amount		0
Rate		0.000%
Amort Term		30
Debt Service		0

MAX. MORTGAGE CALC.				**8,194,297**
1) Max Mortgage by DSC:				**8,194,297**
2) Loan to Value:				
NOI				627,716
Cap Rate				5.75%
			Stabilized Value	10,916,792
	90%		Loan-to-Value	9,825,113
HOME:				
3) Statutory Limits:		HCP	/Unit Limit	
1BR	73	0%	0	0
2BR	21	0%	0	0
3BR	0	0%	0	0
4BR	0	0%	0	0
	94			0
Plus: Cost Not Attributable:			10%	0
Max Mortgage by Statutory Limits:				**0**

Paces Preservation Partners
Pensacola/Escambia County/Florida
Kupfrian Manor

HURRICANE SALLY Funds, 4% TEB
City of Pensacola CDBG
Draft

1. Combined Sources & Uses of Funds

Sources of Funds:	Per Unit	Percentage	Total
PERMANENT BONDS	87,128	25.55%	**8,190,000**
4% FEDERAL TAX CREDIT EQUITY:	136,274	39.96%	**12,809,714**
FHFC SAIL(CDBG):	83,570	24.51%	**7,855,574**
City of Pensacola CDBG FUNDS:	7,447	2.18%	**700,000**
MAGNET FUNDS (UNITED BANK):	10,638	3.12%	**1,000,000**
SALES TAX REBATE (LIVE LOCAL):	4,755	1.39%	**447,009**
BOND REINVESTMENT INCOME:	0	0.00%	**0**
DEFERRED DEVELOPER FEE:	11,198	3.28%	**1,052,605**
Total Sources:	341,010	100.00%	**32,054,901**

Total Developer Fee		
Paid Fee	3,644,236	77.59%
Deferred Fee	1,052,605	22.41%
Total Fee:	4,696,841	100.00%

Uses of Funds:	Unit Cost	Cost/Rentable Square Ft.	Total	HC Eligible	HC Ineligible	HC Eligible %
Construction-Unit Structures	142,742	137.87	**13,417,748**	13,417,748	-	100%
Construction-Site Work	37,279	36.01	**3,504,226**	3,504,226	-	100%
Construction-DEMO			**64,500**	-	64,500	0%
Construction-Amenities	-	0.00	**-**	-	-	100%
Construction-Other P&P Bond		0.00		-	-	100%
Subtotal HC Construction:	**180,021**	**173.88**	**16,986,474**	**16,921,974**	**64,500**	
GC General Conditions 6%	10,842	10.47	**1,019,188**	1,019,188	-	100%
GC Overhead 2%	3,614	3.49	**339,729**	339,729	-	100%
GC Profit 6%	10,842	10.47	**1,019,188**	1,019,188	-	100%
Subtotal GC Costs:	**25,299**	**24.44**	**2,378,106**	**2,378,106**	**-**	
Total HC Construction & GC Fees:	**205,320**	**198.32**	**19,364,580**	**19,300,080**	**64,500**	
Construction Contingency 5.00%	10,300	9.95	**968,229**	968,229	-	100%
BOND ISSUANCE COSTS	9,854	9.52	**926,300**	463,150	463,150	50%
Permanent Loan Fees	-	0.00	**-**	-	-	0%
United Magnet Fees	319	0.31	**30,000**	15,000	15,000	50%
CDBG Fee	-	0.00	**-**	-	-	0%
Operating Deficit Resv	5,830	5.63	**547,983**	-	547,983	0%
Replacement Reserve	-	0.00	**-**	-	-	0%
Rate Lock Fees	-	0.00	**-**	-	-	0%
FHFC Processing Fee	-	0.00		-	-	0%
Constr. Period Interest-22 mos	14,591	14.09	**1,371,532**	932,642	438,890	68%
BOND INTEREST				-	-	65%
Accounting-	266	0.26	**25,000**	25,000	-	100%
Appraisal-	133	0.13	**12,500**	12,500	-	100%
Architect Design	3,798	3.67	**357,000**	357,000	-	100%
Architect Supervision	1,644	1.59	**154,500**	154,500	-	100%
Builders Risk Insurance	3,078	2.97	**289,295**	289,295	-	100%
Building Permit Fees	1,064	1.03	**99,980**	99,980	-	100%
Organizational Costs	32	0.03	**3,000**	-	3,000	0%
Engineering Fee-	936	0.90	**87,950**	87,950	-	100%
Environmental Report	207	0.20	**19,500**	19,500	-	100%
Furniture, Fixtures & Equipment	1,985	1.92	**186,594**	186,594	-	100%
State Agency Fees (FHFC FEES)	879	0.85	**82,667**	-	82,667	0%
Application Fees (FHFC Fees)	32	0.03	**3,000**	-	3,000	0%
Compliance Fees (FHFC)	2,138	2.06	**200,954**	-	200,954	0%
Investor Legal (Berkadia/Freddie)	798	0.77	**75,000**	-	75,000	0%
Credit Underwriting	229	0.22	**21,496**	21,496	-	100%
Green Building Certification	287	0.28	**27,000**	27,000	-	100%
Plan and Cost Review	62	0.06	**5,850**	5,850	-	100%
Inspection and accessibility	691	0.67	**65,000**	65,000	-	100%
P&P Bond	2,085	2.01	**196,000**	196,000	-	100%
Legal Fees- Financing Borrowers	1,755	1.70	**165,000**	165,000	-	100%
Legal Fees - Planning & Zoning	372	0.36	**35,000**	33,250	1,750	95%
Insurance	1,559	1.51	**146,500**	146,500	-	100%
Market Study	101	0.10	**9,500**	9,500	-	100%
Lease-up	557	0.54	**52,400**	-	52,400	0%
Property Taxes	21	0.02	**2,000**	2,000	-	100%
Marketing/Promotion	53	0.05	**5,000**	-	5,000	0%
Soil Test Report-	255	0.25	**24,000**	24,000	-	100%
Survey	798	0.77	**75,000**	75,000	-	100%
Title Insurance	1,590	1.54	**149,500**	149,500	-	100%
Energy Audit Report	266	0.26	**25,000**	25,000	-	100%
Tap/Utility Connect Fees	2,147	2.07	**201,850**	201,850	-	100%
Other - Soft Cost Contingency	1,505	1.45	**141,500**	141,500	-	100%
	-	0.00		-	-	100%
CDBG COMPLIANCE FEES	52	0.05	**4,900**	2,450	2,450	50%
Subtotal Other Costs:	**72,271**	**69.81**	**6,793,480**	**4,902,236**	**1,891,244**	
Developer Fee 18.00%	49,966	48.26	**4,696,841**	4,696,841	-	100%
Building Acq Cost	-	0.00		-	-	100%
Land Cost	12,766	12.33	**1,200,000**	-	1,200,000	0%
Total Uses:	**340,323**	**329.38**	**32,054,901**	**28,899,157**	**3,155,744**	

Paces Preservation Partners
Pensacola/Escambia County/Florida
Kupfrian Manor

HURRICANE SALLY Funds, 4% TEB
City of Pensacola CDBG
Draft

Construction Fund Draw Schedule

RETAINAGE 5%
TOTAL CONSTRUCTION BONDS
17,800,000.00

Draw #:		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
Sources:	Total:	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Total	Check
PERMANENT BONDS	17,731,055	544,090	1,631	3,291	460	614	231,770	1,312,910	1,319,365	1,325,852	1,517,274	1,339,581	1,346,167	1,352,786	1,174,284	994,905	823,624	825,673	3,615,383	1,394	0	0	0	0	0	0	0	0	0	0	0	17,731,055	0
4% FEDERAL TAX CREDIT EQUIT	12,809,714	1,921,457	0		0	0	0	0	0	0	0				0	0	0			5,123,886										5,764,371	12,809,714	0
FHFC SAIL(CDBG):	7,855,574	2,100,000	573,000	755,000	943,000	1,128,000	950,000								0			0		1406574								0			7,855,574	0
City of Pensacola CDBG FUNDS:	700,000	500,000																		200,000											700,000	0
MAGNET FUNDS (UNITED BANK)	1,000,000	870,000					130,000	0												0											1,000,000	0
SALES TAX REBATE (LIVE LOCAL	447,009																													447,009	447,009	0
BOND REINVESTMENT INCOME:	0																													0	0	0
Permanent Loan	8,190,000																														8,190,000	0
DEFERRED DEVELOPER FEE:	1,052,605																														1,052,605	0
Total Sources:	32,054,901	5,935,547	574,631	758,291	943,460	1,128,614	1,311,770	1,312,910	1,319,365	1,325,852	1,517,274	1,339,581	1,346,167	1,352,786	1,174,284	994,905	823,624	825,673	3,615,383	6,731,854	0	0	0	0	0	0	0	0	0	0	6,211,380	32,054,901	0
Aggregated % Complete		2%	5%	9%	14%	20%	27%	34%	41%	48%	56%	63%	70%	77%	83%	88%	92%	96%	100%														
Uses:	100%	2%	3%	4%	5%	6%	7%	7%	7%	7%	8%	7%	7%	7%	6%	5%	4%	4%	4%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Retainage		-16,986	-25,480	-33,973	-42,466	-50,959	-59,453	-59,453	-59,453	-59,453	-59,453	-67,946	-59,453	-59,453	-59,453	-50,959	-42,466	-33,973	-33,973	-33,973	0												
HC Construction	16,986,474	339,729	509,594	679,459	849,324	1,019,188	1,189,053	1,189,053	1,189,053	1,189,053	1,358,918	1,189,053	1,189,053	1,189,053	1,019,188	849,324	679,459	679,459	679,459	0	0	0	0	0	0	0	0	0	0	0	0	16,986,474	0
GC Fee (Conditions, OH & Profit)	2,378,106	47,562	71,343	95,124	118,905	142,686	166,467	166,467	166,467	166,467	190,249	166,467	166,467	166,467	142,686	118,905	95,124	95,124	95,124	0	0	0	0	0	0	0	0	0	0	0	0	2,378,106	0
Construction Contingency 5.00%	968,229	0												0					968,229												968,229	0
BOND ISSUANCE COSTS	926,300	926,300																													926,300	0
RETAINAGE	849,324	0																	849,324												849,324	0
United Magnet Fees	30,000	30,000																												0	30,000	0
CDBG Fee	0	0																												0	0	0
Operating Deficit Resv	547,983	0																												547,983	547,983	0
Replacement Reserve	0	0																													0	0
Rate Lock Fees	0	0																													0	0
FHFC Processing Fee	0	0																													0	0
Constr. Period Interest-22 mos	1,371,532		2,923	2,931	2,947	2,949	2,952	4,092	10,547	17,034	23,553	31,013	37,599	44,218	50,869	56,642	61,534	65,583	954,146												1,371,532	0
BOND INTEREST	0																													0	0	0
Accounting-	25,000	0										0								25,000											25,000	0
Appraisal-	12,500	12,500																													12,500	0
Architect Design	357,000	357,000																													357,000	0
Architect Supervision	154,500	0	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	4,500	4,500	3,000	9,500											154,500	0
Builders Risk Insurance	289,295	289,295																													289,295	0
Building Permit Fees	99,980	99,980																													99,980	0
Organizational Costs	3,000	3,000																													3,000	0
Engineering Fee-	87,950	87,950																													87,950	0
Environmental Report	19,500	19,500																													19,500	0
Furniture, Fixtures & Equipment	186,594	0								0	0								86,594	100,000											186,594	0
State Agency Fees (FHFC FEES)	82,667	82,667																													82,667	0
Application Fees (FHFC Fees)	3,000	3,000																													3,000	0
Compliance Fees (FHFC)	200,954	200,954																													200,954	0
Investor Legal (Berkadia/Freddie)	75,000	75,000																													75,000	0
Credit Underwriting	21,496	21,496																													21,496	0
Green Building Certification	27,000	27,000																													27,000	0
Plan and Cost Review	5,850	5,850																													5,850	0
Inspection and accessibility	65,000	0	6,500	5,000	5,000	5,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	4,500											65,000	0
P&P Bond	196,000	196,000																													196,000	0
Legal Fees- Financing Borrowers	165,000	165,000																													165,000	0
Legal Fees - Planning & Zoning	35,000	35,000																													35,000	0
Insurance	146,500	146,500																													146,500	0
Market Study	9,500	9,500																													9,500	0
Lease-up	52,400	0										0	0				10,480	10,480	10,480	20,960											52,400	0
Property Taxes	2,000	0	250	250	250	250	250	250	250	250																					2,000	0
Marketing/Promotion	5,000	0											0				3,500	1,500													5,000	0
Soil Test Report-	24,000	24,000																													24,000	0
Survey	75,000	75,000																													75,000	0
Title Insurance	149,500	149,500																												0	149,500	0
Energy Audit Report	25,000	25,000																													25,000	0
Tap/Utility Connect Fees	201,850	201,850																													201,850	0
Other - Soft Cost Contingency	141,500	141,500									0	0	0																		141,500	0
0	0	0																													0	0
CDBG COMPLIANCE FEES	4,900	4,900																													4,900	0
Developer Fee 18.00%	4,696,841	950,000													0		0			800,000										1,894,236	3,644,236	1,052,605
Building Acq Cost	0	0																													0	0
Land Cost	1,200,000	1,200,000																													1,200,000	0
Construction Bond Paydown												0			0		0			5,771,894										3,508,171		
Total Uses:	32,904,225	5,935,547	574,631	758,291	943,460	1,128,614	1,311,770	1,312,910	1,319,365	1,325,852	1,517,274	1,339,581	1,346,167	1,352,786	1,174,284	994,905	823,624	825,673	3,615,383	6,731,854	0	0	0	0	0	0	0	0	0	0	5,950,390	31,851,621	

Draw #:		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	20	20	20	20	20	20	21	22	23	24		
Capitalized Interest Analysis:																																	
Monthly Const. Loan Draw		544,090	1,631	3,291	460	614	231,770	1,312,910	1,319,365	1,325,852	1,517,274	1,339,581	1,346,167	1,352,786	1,174,284	994,905	823,624	825,673	3,615,383	1,394	0	0	0	0	0	0	0	0	0	0	0		
Loan Amount Outstanding		544,090	545,721	549,012	549,472	550,086	781,856	2,094,766	3,414,131	4,739,983	6,257,257	7,596,838	8,943,005	10,295,791	11,470,075	12,464,980	13,288,604	14,114,277	17,729,661	11,957,767	11,957,767	11,957,767	11,957,767	11,957,767	11,957,767	11,957,767	11,957,767	11,957,767	11,957,767	11,957,767	8,449,596		
Monthly Interest Charge	5.90%	$0	$2,675	$2,683	$2,699	$2,702	$2,705	$3,844	$10,299	$16,786	$23,305	$30,765	$37,351	$43,970	$50,621	$56,395	$61,286	$65,336	$69,395	$87,171	$58,792	$58,792	$58,792	$58,792	$58,792	$58,792	$58,792	$58,792	$58,792	$58,792	$58,792	$1,216,703	
Total Interest Paid to Date																																	
FHA LOAN DRAW		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	0.00%		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
NET CASH FLOW DURING LEASE-UP		$33,239	$55,021	$70,269	$70,269	$70,269	$70,269	$70,269	$70,269	$11,477	$11,477	$11,477	$11,477	$11,477	$56,508	$56,508	$56,508	$56,508	$56,508	$56,508	$56,508	$56,508	$56,508	$56,508	$56,508	$56,508	$0	$0	$56,508	$56,508	$56,508	$56,508	$1,414,879

]

20 Year Proforma

	INCOME	EXPENSES
GROWTH FACTOR	2.00%	3.00%
VACANCY RATE	6.00%	

YEARS																				
INCOME:	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
Rental Income	**1,228,512**	1,253,082	1,278,144	1,303,707	1,329,781	1,356,377	1,383,504	1,411,174	1,439,398	1,468,186	1,497,549	1,527,500	1,558,050	1,589,211	1,620,995	1,653,415	1,686,484	1,720,213	1,754,618	1,789,710
Less: Vacancy	**75,200**	76,704	78,238	79,803	81,399	83,027	84,687	86,381	88,108	89,871	91,668	93,501	95,371	97,279	99,224	101,209	103,233	105,298	107,404	109,552
TOTAL INCOME	**1,153,312**	1,176,379	1,199,906	1,223,904	1,248,382	1,273,350	1,298,817	1,324,793	1,351,289	1,378,315	1,405,881	1,433,999	1,462,679	1,491,932	1,521,771	1,552,207	1,583,251	1,614,916	1,647,214	1,680,158
Other Income	**24,816**	25,312	25,819	26,335	26,862	27,399	27,947	28,506	29,076	29,657	30,251	30,856	31,473	32,102	32,744	33,399	34,067	34,748	35,443	36,152
GROSS INCOME	**1,178,128**	1,201,691	1,225,725	1,250,239	1,275,244	1,300,749	1,326,764	1,353,299	1,380,365	1,407,972	1,436,132	1,464,854	1,494,152	1,524,035	1,554,515	1,585,606	1,617,318	1,649,664	1,682,657	1,716,310

EXPENSES:	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
Payroll & Taxes	**116,560**	120,057	123,659	127,368	131,189	135,125	139,179	143,354	147,655	152,084	156,647	161,346	166,187	171,172	176,307	181,597	187,045	192,656	198,436	204,389
Repairs & Maintenance	**84,130**	86,654	89,254	91,931	94,689	97,530	100,456	103,469	106,573	109,771	113,064	116,456	119,949	123,548	127,254	131,072	135,004	139,054	143,226	147,522
General & Admin.	**26,884**	27,691	28,521	29,377	30,258	31,166	32,101	33,064	34,056	35,078	36,130	37,214	38,330	39,480	40,664	41,884	43,141	44,435	45,768	47,141
Management Fee	**47,125**	48,539	49,995	51,495	53,040	54,631	56,270	57,958	59,697	61,488	63,332	65,232	67,189	69,205	71,281	73,419	75,622	77,891	80,227	82,634
Utilities	**95,128**	97,982	100,921	103,949	107,067	110,279	113,588	116,995	120,505	124,120	127,844	131,679	135,630	139,699	143,890	148,206	152,653	157,232	161,949	166,808
Insurance	**126,900**	130,707	134,628	138,667	142,827	147,112	151,525	156,071	160,753	165,576	170,543	175,659	180,929	186,357	191,948	197,706	203,637	209,746	216,039	222,520
Real Estate Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Expenses	**25,486**	26,250	27,038	27,849	28,684	29,545	30,431	31,344	32,284	33,253	34,251	35,278	36,336	37,427	38,549	39,706	40,897	42,124	43,388	44,689
Replacement Resv	**28,200**	29,046	29,917	30,815	31,739	32,692	33,672	34,682	35,723	36,795	37,898	39,035	40,206	41,413	42,655	43,935	45,253	46,610	48,009	49,449
TOTAL EXPENSES	**550,413**	566,925	583,933	601,451	619,494	638,079	657,222	676,938	697,246	718,164	739,709	761,900	784,757	808,300	832,549	857,525	883,251	909,748	937,041	965,152

NET OPERATING INCOME:	**627,716**	634,766	641,792	648,788	655,750	662,670	669,542	676,361	683,119	689,809	696,423	702,954	709,395	715,735	721,967	728,080	734,067	739,916	745,616	751,158
1st Mtg Debt Service	**545,553**	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553
1st D/S Coverage Ratio	**1.151**	1.164	1.176	1.189	1.202	1.215	1.227	1.240	1.252	1.264	1.277	1.289	1.300	1.312	1.323	1.335	1.346	1.356	1.367	1.377
FHFC Mtg Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flow before CDBG	**82,162**	**89,212**	**96,238**	**103,235**	**110,196**	**117,116**	**123,989**	**130,807**	**137,565**	**144,255**	**150,870**	**157,401**	**163,841**	**170,182**	**176,413**	**182,527**	**188,513**	**194,362**	**200,063**	**205,605**
Seller Note Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service less SN	**545,553**	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553	545,553
All D/S Coverage Ratio	**1.151**	1.164	1.176	1.189	1.202	1.215	1.227	1.240	1.252	1.264	1.277	1.289	1.300	1.312	1.323	1.335	1.346	1.356	1.367	1.377
CASH FLOW	**82,162**	89,212	96,238	103,235	110,196	117,116	123,989	130,807	137,565	144,255	150,870	157,401	163,841	170,182	176,413	182,527	188,513	194,362	200,063	205,605

Contingent Mgmt Fee	**0**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow	**82,162**	89,212	96,238	103,235	110,196	117,116	123,989	130,807	137,565	144,255	150,870	157,401	163,841	170,182	176,413	182,527	188,513	194,362	200,063	205,605
Asset Mgmt Fee	**5,000**	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Cash Flow	**77,162**	84,212	91,238	98,235	105,196	112,116	118,989	125,807	132,565	139,255	145,870	152,401	158,841	165,182	171,413	177,527	183,513	189,362	195,063	200,605
Tsfr to Flow of Fds	**0**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow	**77,162**	84,212	91,238	98,235	105,196	112,116	118,989	125,807	132,565	139,255	145,870	152,401	158,841	165,182	171,413	177,527	183,513	189,362	195,063	200,605
Deferred Dev Fee	**0**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow	**77,162**	84,212	91,238	98,235	105,196	112,116	118,989	125,807	132,565	139,255	145,870	152,401	158,841	165,182	171,413	177,527	183,513	189,362	195,063	200,605
Incentv Mgmt Fee 90%	**69,446**	75,791	82,115	88,411	94,677	100,905	107,090	113,227	119,309	125,330	131,283	137,161	142,957	148,663	154,272	159,774	165,162	170,426	175,557	180,544
Cash Flow	**7,716**	8,421	9,124	9,823	10,520	11,212	11,899	12,581	13,257	13,926	14,587	15,240	15,884	16,518	17,141	17,753	18,351	18,936	19,506	20,060
LP Distribution 99.99%	**7,715**	8,420	9,123	9,823	10,519	11,211	11,898	12,579	13,255	13,924	14,586	15,239	15,883	16,516	17,140	17,751	18,350	18,934	19,504	20,058
GP & SLP Distrib	**1**	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2

Deferred Developer Fee Payoff Schedule:

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Deferred Fee	1,052,605	1,017,547	974,036	921,759	860,395	789,614	709,082	618,457	517,388	405,518	282,484	147,913	1,429	0	0
Interest Rate on DFN-4%	42,104	40,702	38,961	36,870	34,416	31,585	28,363	24,738	20,696	16,221	11,299	5,917	57	0	0
Deferred Fee + Int Rate	1,094,709	1,058,248	1,012,998	958,629	894,810	821,199	737,446	643,195	538,083	421,739	293,783	153,830	1,486	0	0
Available C/F	77,162	84,212	91,238	98,235	105,196	112,116	118,989	125,807	132,565	139,255	145,870	152,401	158,841	165,182	171,413
Balance	1,017,547	974,036	921,759	860,395	789,614	709,082	618,457	517,388	405,518	282,484	147,913	1,429	0	0	0

Florida Housing Finance Corporation

Credit Underwriting Report ("CUR")

Kupfrian Manor

RFA 2024-305 (2024-320D/2023-558C)

Community Development Block Grant-Disaster Recovery ("CDBG-DR") and Non-Competitive 4% Housing Credits ("HC")

CDBG-DR to be Used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits in Counties Deemed Hurricane Sally Recovery Priorities

Section A: Report Summary

Section B: CDBG-DR Special and General Conditions and HC Allocation Recommendation and Contingencies

Section C: Supporting Information and Schedules

Prepared by

AmeriNat®

Second Draft Report

October 6, 2025

Kupfrian Manor

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Section A

Report Summary

Recommendation

AmeriNat® ("AmeriNat") recommends Florida Housing Finance Corporation ("FHFC" or "Florida Housing") provide a CDBG-DR Loan in the amount of $7,855,574 and an annual 4% HC allocation in the amount of $1,485,984 to Kupfrian Manor, LLC ("Applicant") for the construction and permanent phase financing of Kupfrian Manor (the proposed "Development"). This recommendation is only valid for six months from the date of the report.

DEVELOPMENT & SET-ASIDES

Development Name: Kupfrian Manor

RFA/Program Numbers: RFA 2024-305 / 2024-320D 2023-558C

Address: Southeast corner of North H Street and West Avery Street

City: Pensacola Zip Code: 32505 County: Escambia County Size: Medium

Development Category: New Construction Development Type: Mid-Rise (4 Stories)

Construction Type: Wood Frame Number of Stories: 4

Demographic Commitment:

Primary: Elderly, Non-ALF for 100% of the Units

Link Units: Persons with Special Needs for 8.5% of the Units

Unit Composition:

# of ELI Units: 15 ELI Units Are Restricted to 30% AMI, or less. Min % of Units @ ELI: 15%

# of Link Units: 8 # of Preference units: 0 IRS Minimum Set-Aside Commitment: AIT

# of NHTF Units: 0 # of units w/ PBRA: 0 TSP Approval Date: 08/15/2024

Buildings: Residential - 1 Non-Residential - 0

Parking: Parking Spaces - 99 Accessible Spaces - 5

DDA: No SADDA: No QCT: Yes Multi-Phase Boost: No QAP Boost: No QAP Type:

Site Acreage: 3.98 Density: 23.62 units/acre Flood Zone Designation: X

Zoning: R-2 (Residential/Office District) Flood Insurance Required?: No

Credit Underwriter: AmeriNat Loan Services Date of Application: 05/20/2024

Date of Final CUR: Minimum 1st Mortgage per Rule: N/A

TDC PU Limitation at Application: $347,150 TDC PU Limitation at Credit Underwriting: $347,150

Actual TDC PU for Limitation: $341,996 Amount Dev. Fee Reduced for TDC Limit: $0

Prepared by: Kimberly A. Thorne, Senior Credit Underwriter

Reviewed by: Kyle Kuenn, Multifamily Chief Credit Underwriter

Set Asides:

Program	% of Units	# of Units	% AMI	Term (Years)
CDBG-DR	15.957%	15	30%	99
CDBG-DR	64.894%	61	60%	99
CDBG-DR	19.149%	18	80%	99
HC-4%	15.957%	15	30%	50
HC-4%	64.894%	61	60%	50
HC-4%	19.149%	18	80%	50
MMRB	40.426%	38	60%	50

The Applicant plans to apply for the 100% Ad Valorem Property Tax Exemption under Section 196.1978(4), Florida Statutes, which requires a ninety-nine (99) year total compliance period under a Land Use Restriction Agreement ("LURA"). Therefore, after the initial 50-year Compliance Period required by the RFA ("Compliance Period") expires, all CDBG-DR set-aside units within the Development shall be rented to households who shall have a household income less than or equal to one hundred and twenty percent (120%) of the Area Median Income ("AMI") for a period of forty-nine (49) years ("Ad Valorem Compliance Period"). The Ad Valorem Compliance Period, together with the Compliance Period, shall have a term of ninety-nine (99) years (the "Total Compliance Period") which will be defined under the CDBG-DR LURA. The Applicant will be responsible for compliance monitoring fees for 50 years which is to be paid to the Servicer; for years 51-99, compliance monitoring will be self-certified by the Applicant to FHFC. The Applicant will also be responsible for the compliance monitoring fee of $4,900 ($100 per year) for years 51-99 associated with the Ad Valorem Compliance Period, which is to be paid at closing to FHFC.

Persons with Special Needs Set-Aside Commitment: The proposed Development must set aside 50% of the ELI set-aside units (8 units) as Link units for Persons with Special Needs. In order to meet the commitment to set aside ELI units as Link units for Persons with Special Needs, the Applicant must develop and execute a Link Memorandum of Understanding ("MOU") with at least one designated Special Needs Household Referral Agency ("Referral Agency") serving the county and intended population where the Development will be located (Escambia County) and rent units to households referred by the Referral Agency with which the MOU is executed. The fully executed MOU was approved by FHFC on August 8, 2024.

A rent roll for the Development property is illustrated in the following table:

Escambia County (Pensacola-Ferry Pass-Brent MSA)

Bed Rooms	Bath Rooms	Units	Square Feet	AMI%	Low HOME Rents	High HOME Rents	Gross HC Rent	Utility Allow.	Net Restricted Rents	PBRA Contr Rents	Applicant Rents	Appraiser Rents	CU Rents	Annual Rental Income
1	1.0	7	695	30%			$552	$92	$460		$460	$460	$460	$38,640
1	1.0	31	695	60%			$1,104	$92	$1,012		$1,012	$1,012	$1,012	$376,464
1	1.0	9	695	80%			$1,471	$92	$1,379		$1,380	$1,380	$1,380	$149,040
2	2.0	8	983	30%			$662	$118	$544		$544	$544	$544	$52,224
2	2.0	30	983	60%			$1,324	$118	$1,206		$1,206	$1,206	$1,206	$434,160
2	2.0	9	983	80%			$1,766	$118	$1,648		$1,648	$1,648	$1,648	$177,984
		94	78,866											$1,228,512

Note: Unit sizes are averaged due to the varying sizes of the units.

When calculating an average market rental rate based on the unit mix and annualized rent concessions, the rent advantage for all of the units at the Development is in excess of 110% of the applicable maximum Housing Credit rental rate.

15 Year Operating Pro Forma

FINANCIAL COSTS:	Year 1	Year 1 Per Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
OPERATING PRO FORMA																
INCOME: Gross Potential Rental Income	$1,228,512	$13,069	$1,253,082	$1,278,144	$1,303,707	$1,329,781	$1,356,377	$1,383,504	$1,411,174	$1,439,398	$1,468,186	$1,497,549	$1,527,500	$1,558,050	$1,589,211	$1,620,995
Other Income: (3.67%)			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	$45,120	$480	$46,022	$46,943	$47,882	$48,839	$49,816	$50,812	$51,829	$52,865	$53,923	$55,001	$56,101	$57,223	$58,368	$59,535
Gross Potential Income	$1,273,632	$13,549	$1,299,105	$1,325,087	$1,351,588	$1,378,620	$1,406,193	$1,434,316	$1,463,003	$1,492,263	$1,522,108	$1,552,550	$1,583,601	$1,615,273	$1,647,579	$1,680,530
Less:																
Physical Vac. Loss Percentage: 5.00%	$63,682	$677	$64,956	$66,255	$67,580	$68,931	$70,310	$71,716	$73,151	$74,614	$76,106	$77,628	$79,181	$80,764	$82,379	$84,027
Collection Loss Percentage: 1.00%	$12,736	$135	$12,991	$13,251	$13,516	$13,786	$14,062	$14,343	$14,630	$14,922	$15,221	$15,525	$15,836	$16,152	$16,475	$16,805
Total Effective Gross Income	$1,197,214	$12,736	$1,221,158	$1,245,581	$1,270,493	$1,295,903	$1,321,821	$1,348,257	$1,375,223	$1,402,727	$1,430,782	$1,459,397	$1,488,585	$1,518,357	$1,548,724	$1,579,698
Annual Escalation Rate (Income): 2.00%																
EXPENSES: Fixed:																
Real Estate Taxes	$2,696	$29	$2,777	$2,860	$2,946	$3,034	$3,125	$3,219	$3,316	$3,415	$3,518	$3,623	$3,732	$3,844	$3,959	$4,078
Insurance	$126,900	$1,350	$130,707	$134,628	$138,667	$142,827	$147,112	$151,525	$156,071	$160,753	$165,576	$170,543	$175,659	$180,929	$186,357	$191,948
Variable:																
Management Fee Percentage: 4.00%	$47,889	$509	$48,847	$49,824	$50,820	$51,837	$52,873	$53,931	$55,009	$56,110	$57,232	$58,376	$59,544	$60,735	$61,950	$63,189
General and Administrative	$44,650	$475	$45,990	$47,369	$48,790	$50,254	$51,762	$53,314	$54,914	$56,561	$58,258	$60,006	$61,806	$63,660	$65,570	$67,537
Payroll Expenses	$122,200	$1,300	$125,866	$129,642	$133,531	$137,537	$141,663	$145,913	$150,291	$154,799	$159,443	$164,227	$169,153	$174,228	$179,455	$184,838
Utilities	$79,430	$845	$81,813	$84,267	$86,795	$89,399	$92,081	$94,844	$97,689	$100,620	$103,638	$106,747	$109,950	$113,248	$116,646	$120,145
Marketing and Advertising	$4,700	$50	$4,841	$4,986	$5,136	$5,290	$5,449	$5,612	$5,780	$5,954	$6,132	$6,316	$6,506	$6,701	$6,902	$7,109
Maintenance and Repairs/Pest Control	$50,760	$540	$52,283	$53,851	$55,467	$57,131	$58,845	$60,610	$62,428	$64,301	$66,230	$68,217	$70,264	$72,372	$74,543	$76,779
Grounds Maintenance and Landscaping	$23,500	$250	$24,205	$24,931	$25,679	$26,449	$27,243	$28,060	$28,902	$29,769	$30,662	$31,582	$32,529	$33,505	$34,511	$35,546
Contract Services	$6,110	$65	$6,293	$6,482	$6,677	$6,877	$7,083	$7,296	$7,515	$7,740	$7,972	$8,211	$8,458	$8,711	$8,973	$9,242
Security	$3,760	$40	$3,873	$3,989	$4,109	$4,232	$4,359	$4,490	$4,624	$4,763	$4,906	$5,053	$5,205	$5,361	$5,522	$5,687
Reserve for Replacements	$28,200	$300	$28,200	$28,200	$28,200	$28,200	$28,200	$28,200	$28,200	$28,200	$28,200	$37,898	$39,035	$40,206	$41,413	$42,655
Total Expenses	$540,795	$5,753	$555,694	$571,030	$586,817	$603,067	$619,795	$637,014	$654,739	$672,985	$691,768	$720,801	$741,841	$763,501	$785,799	$808,753
Annual Escalation Rate (Expenses): 3.00%																
Net Operating Income	$656,419	$6,983	$665,464	$674,551	$683,676	$692,836	$702,026	$711,243	$720,483	$729,742	$739,014	$738,596	$746,744	$754,856	$762,925	$770,945
Debt Service Payments																
First Mortgage - Berkadia/Freddie Mac	$548,994	$5,840	$548,994	$548,994	$548,994	$548,994	$548,994	$548,994	$548,994	$548,994	$548,994	$548,994	$548,994	$548,994	$548,994	$548,994
Second Mortgage - FHFC CDBG-DR	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Third Mortgage - United Bank	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Fourth Mortgage - City of Pensicola CDBG	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
First Mortgage Fees - Berkadia/Freddie Mac	$23,278	$248	$23,278	$23,278	$23,278	$23,278	$23,278	$23,278	$23,278	$23,278	$23,278	$23,278	$23,278	$23,278	$23,278	$23,278
Second Mortgage Fees - FHFC CDBG-DR	$12,962	$138	$12,962	$12,962	$12,962	$12,962	$12,962	$12,962	$12,962	$12,962	$12,962	$12,962	$12,962	$12,962	$12,962	$12,962
Third Mortgage Fees - United Bank	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Fourth Mortgage Fees - City of Pensicola CDBG	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Debt Service Payments	$585,233	$6,226	$585,233	$585,233	$585,233	$585,233	$585,233	$585,233	$585,233	$585,233	$585,233	$585,233	$585,233	$585,233	$585,233	$585,233
Cash Flow after Debt Service	$71,186	$757	$80,231	$89,318	$98,443	$107,602	$116,793	$126,010	$135,250	$144,508	$153,781	$153,363	$161,511	$169,623	$177,692	$185,712
Debt Service Coverage Ratios																
DSC - First Mortgage plus Fees	1.15x		1.16x	1.18x	1.19x	1.21x	1.23x	1.24x	1.26x	1.28x	1.29x	1.29x	1.30x	1.32x	1.33x	1.35x
DSC - Second Mortgage plus Fees	1.12x		1.14x	1.15x	1.17x	1.18x	1.20x	1.22x	1.23x	1.25x	1.26x	1.26x	1.28x	1.29x	1.30x	1.32x
DSC - Third Mortgage plus Fees	1.12x		1.14x	1.15x	1.17x	1.18x	1.20x	1.22x	1.23x	1.25x	1.26x	1.26x	1.28x	1.29x	1.30x	1.32x
DSC - Fourth Mortgage plus Fee	1.12x		1.14x	1.15x	1.17x	1.18x	1.20x	1.22x	1.23x	1.25x	1.26x	1.26x	1.28x	1.29x	1.30x	1.32x
DSC - Fifth Mortgage plus Fees	1.12x		1.14x	1.15x	1.17x	1.18x	1.20x	1.22x	1.23x	1.25x	1.26x	1.26x	1.28x	1.29x	1.30x	1.32x
DSC - All Mortgages and Fees	1.12x		1.14x	1.15x	1.17x	1.18x	1.20x	1.22x	1.23x	1.25x	1.26x	1.26x	1.28x	1.29x	1.30x	1.32x
Financial Ratios																
Operating Expense Ratio	45.17%		45.51%	45.84%	46.19%	46.54%	46.89%	47.25%	47.61%	47.98%	48.35%	49.39%	49.84%	50.28%	50.74%	51.20%
Break-even Econ Occup Ratio (all debt)	88.65%		88.06%	87.50%	86.96%	86.43%	85.93%	85.45%	85.00%	84.56%	84.14%	84.36%	84.04%	83.74%	83.45%	83.19%
Break-even Econ Occup Ratio (must pay debt)	87.63%		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Notes to the Operating Pro forma and Ratios:

1. The Development will be utilizing Housing Credits in conjunction with CDBG-DR which will impose rent restrictions. Overall, the maximum Housing Credit and CDBG-DR rents for 2025 published on FHFC's website for the Development are achievable as confirmed by the appraiser. Utility allowances were derived from the City of Pensacola/Escambia County utility allowance table effective June 2025.

2. A 6.00% total economic vacancy rate and collection loss was concluded by the appraisal and was relied upon by AmeriNat for underwriting purposes.

3. Miscellaneous Income includes $480/unit/year for late fees, application fees, forfeited security deposits and pet deposits.

4. The Real Estate Tax expense is based on the Borrower's estimate and plan to apply for the 100% Ad Valorem Property Tax Exemption passed under Section 196.1978(4), Florida Statutes. Beginning in 2026, the property must apply to Volusia County Property Appraiser by March 1st of the tax year. Applying for this exemption requires a 99-year Total Compliance Period with annual certifications. If the property fails to provide affordable housing under the agreement before the end of the agreement term, there will be a penalty that is equal to 100% of the total amount financed by Florida Housing multiplied by each year remaining in the agreement. Approval from the lenders/parties involved in the transaction, confirming their approval of the terms of the Ad Valorem Property Tax Exemption, is a condition to close.

5. AmeriNat utilized an estimate of $1,350 per unit for insurance, which is consistent with the appraisal. The figure is more than the insurance expenses for restricted rent comparables presented by the appraiser, which ranged from $1,030 to $1,525 per unit.

6. The Applicant submitted an executed Management Agreement, pre-dated December 1, 2025, between the Applicant and United Apartment Group, which provides for monthly compensation in the amount 4.00% of revenue. The term of the Agreement shall be in effect for twelve months and will automatically renew each year.

7. Replacement Reserves are budgeted at $300 per unit per year, which is consistent with the RFA and Rule Chapters 67-21 and 67-48 minimum requirement.

Financing Overview

CONSTRUCTION FINANCING INFORMATION								
	1st Source	2nd Source	3rd Source	4th Source	6th Source	7th Source	8th Source	Totals
Lien Position	First	Second	NA	NA	Sixth	NA	NA	Totals
Source	Local HFA Bond	FHFC - CDBG-DR	Other	Local CDBG	HC Equity	Def. Dev. Fee	Def. Costs - Other	
Lender/Grantor	ECHFA/Chase	FHFC - CDBG-DR	United Bank	City of Pensacola CDBG	Berkadia Affordable Tax	Developer	ODR	
Construction Amount	$16,500,000	$7,855,574	$1,000,000	$700,000	$1,921,902	$3,624,403	$545,709	$32,147,588
All In Interest Rate	6.49%	0.00%	3.00%					
Debt Service During Construction	$1,527,032		$40,000					
Bond Structure (if applicable)	Private Placement							

Proposed Construction Mortgage Loan:

The Applicant applied for Tax-Exempt Multifamily Mortgage Revenue Bonds ("MMRB") to be issued by the Escambia County Housing Finance Authority ("ECHFA") for the issuance of MMRB in an amount not to exceed $22,000,000. The MMRB will be privately placed and purchased by JPMorgan Chase Bank, NA ("Chase" or "Lender") on a draw down basis. The Applicant provided a construction term sheet dated July 1, 2025 from Chase evidencing a construction loan in an amount not to exceed $16,500,000 based on a Loan to Value ("LTV") up to 80% including the value of the real estate and low-income housing tax credits. The construction loan(s) will be paid down to $8,190,000 with equity and loan proceeds. The interest rate will be based on the floating One-Month Term Secured Overnight Financing Rate ("SOFR") (currently 4.34%) plus 190 bps or 6.24%. An underwriting cushion of 25 bps is applied for an all in interest rate of 6.49%. Note: Any SOFR less than 1.00% shall be deemed to be 1.00%. Interest only payments will be due monthly for up to 24-months, with two conditional six-month extensions. A loan origination fee of 80 bps will be due at loan closing.

Deferred Costs - Other:

Per an Equity letter of intent dated August 27, 2025 from Berkadia, an Operating Deficit Reserve ("ODR") equal to approximately six months of operating expenses and bank determined debt service will be required to be funded at stabilization. AmeriNat estimates the ODR to be in an amount equal to $545,709. The ODR is required to be established at the time of funding the Stabilization Operations; therefore, the ODR will be deferred during the construction phase and is shown as a construction period source.

PERMANENT FINANCING INFORMATION							
Lien Position	First	Second	Third	Fourth	NA	NA	**Totals**
Source	Local HFA Bond	FHFC - CDBG-DR	Other	Local CDBG	HC Equity	Def. Dev. Fee	
Lender/Grantor	ECHFA/Berkadia/ Freddie Mac	FHFC - CDBG-DR	United Bank	City of Pensacola CDBG	Berkadia Affordable Tax	Developer	
Permanent Amount	$8,190,000	$7,855,574	$1,000,000	$700,000	$12,812,680	$1,589,334	$32,147,588
Permanent Funding Per Unit	$87,128	$83,570	$10,638	$7,447	$136,305	$16,908	$341,996
% of Permanent Funding	25.5%	24.4%	3.1%	2.2%	39.9%	4.9%	100.0%
Underwritten Interest Rate	6.12%	0.00%	3.00%	0.00%			
All In Interest Rate	6.12%	0.00%	3.00%	0.00%			
Loan Term	15	20.5	20	30			
Amortization	40	0	0	0			
Must Pay or Cash Flow Dependent	Must-Pay	Cash Flow	Cash Flow	Cash Flow			
Permanent Debt Service, No Fees	$548,994	$0	$0	$0			$548,994
Permanent Debt Service, with Fees	$572,271	$12,962	$0	$0			$585,233
Debt Service Coverage, with Fees	1.15x	1.12x	1.12x	1.12x			
Operating Deficit & Debt Service Reserves	$545,709						
# of Months covered by the Reserves	5.8						
Market Rate/Market Financing LTV	40.65%	79.63%	84.59%	88.07%			
Restricted Market Financing LTV	75.55%	148.02%	157.25%	163.70%			
Loan to Cost - Cumulative	25.48%	49.91%	53.02%	55.20%			

Proposed First Mortgage Loan:

The $16,500,000 construction loan will be paid down with equity and loan proceeds at conversion. The Applicant provided a letter of interest, dated August 11, 2025, whereby Berkadia Commercial Mortgage LLC ("Berkadia") provided a 30 month forward commitment to provide a permanent loan in an amount up to $8,500,000 as a lender under the Federal Home Loan Mortgage ("Freddie Mac") Multifamily Direct Purchase of Tax-Exempt Loan Program ("TEL Program"). The loan is subject to (i) a minimum 1.15 to 1.00 debt service coverage ratio and (ii) maximum LTV of up to 80% of the fair market value as determined by Berkadia and Freddie Mac. For underwriting purposes, the loan amount is estimated to be $8,190,000.

Upon the satisfaction of the conditions to conversion ("Conditions to Conversion") as determined by Lender and as set forth in a forward commitment (the "Commitment") to be issued by Lender to Borrower following Lender's approval of the proposed Loan and in the Construction Phase Financing Agreement to be executed as of the Origination Date (the "Construction Phase Financing Agreement") by and between Freddie Mac, Lender, the Construction Lender and Borrower, the Project Loan will convert (the "Conversion") to the permanent phase (the "Permanent Phase") and Lender will purchase the Funding Loan from the Construction Lender. The date on which the Conditions to Conversion are satisfied and Lender purchases the Funding Loan is referred to as the "Conversion Date". The date on which Freddie Mac purchases the Funding Loan is referred to as the "Freddie Mac Purchase Date". Lender's obligation to purchase the Funding Loan is subject to Lender's determination that all of the Conditions to Conversion have been and remain satisfied.

Berkadia will size the Permanent Loan based on the Freddie Mac requirements at Permanent Loan conversion. Payments of principal and interest are required based on a 15-year term and 40-year amortization (subject to Freddie Mac approval). The interest will be locked approximately one week prior to construction loan closing and based on an annual rate equal to the 10-Year U.S. Treasury Securities (currently 4.24%) with a 1.88% spread for an all-in interest rate of 6.12%.

A 1.00% origination fee will be due at loan closing. Additional fees include (i) a Standby Fee of 15 bps (0.15%) of the Loan Amount per annum for each year (or partial year on a prorated basis) of the Construction Phase paid upfront, (ii) a Construction Monitoring Fee per month of the Construction Phase, (iii) a Conversion Fee of $10,000 upon Conversion.

The Permanent Loan will mature fifteen (15) years following permanent loan conversion. At maturity, Borrower may satisfy the MMRB via refinance or sale of the Development pending market feasibility. In the event the Borrower is unable to refinance or effectuate a sale to fund payoff of the MMRB, such event would not cause an event of default under the loan documents. Rather, should this situation occur, it would trigger a "Mortgage Assignment Event" whereby Berkadia (or Freddie Mac) agrees to cancel the MMRB in exchange for an assignment by the Fiscal Agent of the mortgage and all other related documents and accounts. The Fiscal Agent would cancel the MMRB and discharge the lien of the Funding Loan Agreement, and it would then assign the mortgage loan (Project loan) and any other related documents and collateral to Berkadia, effectively ending the transaction. Under this scenario, the MMRB will have been redeemed/cancelled not by payment of cash but by the assignment of the mortgage loan documents and there is no default. As the new direct mortgagee, Berkadia (or Freddie Mac) would then be in position to work with the Borrower to arrive at a resolution without involvement of either Berkadia or the Fiscal Agent (as the MMRB would have been cancelled and would no longer be outstanding).

Annual payments of all applicable fees will be required and are included in the Debt Service Coverage ("DSC") analysis. Fees include a Fiscal Agent Fee of $4,500, an Issuer Fee to be paid annually based on 0.125 basis points on the outstanding MMRB balance, and Compliance Monitoring Fees of $3,540 annually and shall increase annually in an amount not to exceed 3.00%.

Proposed Second Mortgage Loan – CDBG-DR:

Per an Invitation to Enter Credit Underwriting from FHFC dated July 16, 2024, the Applicant received a preliminary commitment for a CDBG-DR Loan in the amount of $7,000,000 under RFA 2024-305 for the construction/permanent financing of the Development. Subsequently, the Applicant was awarded an additional $855,574 of previously unawarded CDBG-DR funding from the RFA. The total CDBG-DR Loan will be in the amount of $7,855,574.

The CDBG-DR loan shall be non-amortizing with a 0.00% interest rate per annum over the life of the loan. The loan will not require payment for as long as the proposed Development remains in Compliance. The loan will be forgiven after 23.5 years. The Applicant shall not be obligated to pay more than 75% of development surplus cash flow on an annual basis as required and defined by Freddie Mac. The CDBG-DR Loan total term will be 23.5 years, including a 36-month construction/stabilization period and a 20.5-year permanent period. As required by Freddie Mac and permitted by the RFA, the CDBG-DR Loan term will be coterminous with the first mortgage plus six months (total term of 23.5 years). CDBG-DR loan proceeds shall be disbursed during the construction phase in an amount per construction draw which does not exceed the ratio of the CDBG-DR loan to Total Development Costs, unless approved by the credit underwriter.

Annual payments of all applicable fees will be required. Fees for the CDBG-DR loan include an annual Permanent Loan Servicing Fee of 25 bps of the outstanding loan amount up to a maximum of $990 per month/20 years, subject to a minimum of $250 per month and an annual Compliance Monitoring Multiple Program Fee of $1,082.

Proposed Third Mortgage – United Bank:

The Applicant provided a letter of intent from United Bank ("United"), dated August 6, 2025, whereby United will provide a loan in an amount up to $1,000,000 with a 3.00% fixed interest rate with a 240-month term from the date of closing. All principal and accrued interest will be due and payable in full at maturity of the loan, unless the loan and all accrued interest are paid off sooner. Interest shall be computed on the basis of a 360-day year for the actual numbers of days elapsed. The loan may be prepaid at any time without premium or penalty.

Proposed Fourth Mortgage – Local CDGB:

The Applicant provided a conditional letter of intent from the City of Pensacola, dated August 28, 2025, whereby the City of Pensacola will provide $700,000 in CDBG funds to the Development. The loan terms include a 30-year term with a 0.00% interest rate, secured by a fourth position mortgage and note. Forgiveness at the end of the loan term will be provided if the Developer is compliant with all program requirements.

Deferred Developer Fee:

The Applicant will be required to permanently defer $1,589,334 or 34.33% of the total Developer Fee.

HC Equity:

Capital Contributions	Amount	Percentage of Total	When Due
1st Installment	$1,921,902	15.00%	At loan closing
2nd Installment	$5,125,072	40.00%	Later of Construction Completion, Final Cost Cert or June 1, 2027
3rd Installment	$5,509,452	43.00%	Later of Stabilization or May 1, 2028
4th Installment	$256,254	2.00%	Later of receipt of Form 8609 or August 1, 2028
Total	$12,812,680	100.00%	

Syndicator Name	Berkadia Affordable Tax Solutions or its affiliate
Date of LOI	8/27/2025
Total Credits Per Syndication Agreement:	$15,031,040
Annual Credits Per Syndication Agreement:	$1,503,104
Calculated HC Exchange Rate:	$0.8525
Limited Partner Ownership Percentage:	99.99%
Proceeds Available During Construction:	$1,921,902
Annual Credits - Qualified in CUR:	$1,485,984

Changes from the Application:

COMPARISON CRITERIA	YES	NO
Does the level of experience of the current team equal or exceed that of the team described in the application?	X	
Are all funding sources the same as shown in the Application?		1
Are all local government recommendations/contributions still in place at the level described in the Application?	X	
Is the Development feasible with all amenities/features listed in the Application?	X	
Do the site plans/architectural drawings account for all amenities/features listed in the Application?	X	
Does the applicant have site control at or above the level indicated in the Application?	X	
Does the applicant have adequate zoning as indicated in the Application?	X	
Has the Development been evaluated for feasibility using the total length of set-aside committed to in the Application?	X	
Have the Development costs remained equal to or less than those listed in the Application?		2
Is the Development feasible using the set-asides committed to in the Application?		3
If the Development has committed to serve a special target group (e.g. elderly, large family, etc.), do the development and operating plans contain specific provisions for implementation?	X	
HOME ONLY: If points were given for match funds, is the match percentage the same as or greater than that indicated in the Application?	N/A	
HC ONLY: Is the rate of syndication the same as or greater than that shown in the Application?		1
Is the Development in all other material respects the same as presented in the Application?	X	

The following are explanations of each item checked "No" in the table above:

1. At the time of Application, U.S. Bancorp Community Development Corporation ("USBCDC") was providing a construction loan in the amount up to $22,000,000. USBCDC has been replaced by JPMorgan Chase Bank, NA ("Chase") who will provide a tax-exempt first construction loan in an amount not to exceed $16,500,000. Berkadia Commercial Mortgage LLC ("Berkadia") was providing a tax-exempt permanent loan in an amount up to $8,300,000, which has been increased to $8,500,000.

   At the time of Application, the HC Equity provider was initially Red Stone Equity Partners ("Red Stone"). Red Stone has been replaced by Berkadia Affordable Tax Credit Solutions and/or its affiliates ("Berkadia"). Berkadia will provide total equity amounting to $12,812,680, which is a decrease of $291,234 from the original $13,103,914 in equity proceeds noted in the term sheet included as part of the Application. The HC Exchange Rate has been reduced from $0.925 to $0.8525.

   Per an Invitation to Enter Credit Underwriting from FHFC dated July 16, 2024, the Applicant received a preliminary commitment for a CDBG-DR Loan in the amount of $7,000,000 under RFA 2024-305 for the construction/permanent financing of the Development. Subsequently, the Applicant was awarded an additional $855,574 of previously unawarded funding from the RFA. The total CDBG-DR Loan will be in the amount of $7,855,574.

   The Applicant has added United Bank funding in the amount of $1,000,000 and Local CDBG funding in the amount of $700,000. These sources were not included as part of the original Application.

2. Total Development Costs have increased from $29,824,427 to $32,147,588 for a difference of $2,323,161 since the Application due to increases in Construction and Financial Costs, Developer Fee and Reserves.

3. The Applicant submitted a letter dated August 11, 2025 requesting to change the unit mix and HC and CDBG-DR set asides as detailed below. FHFC staff approval is a condition precedent to loan closing.

FROM:		
Number of Residential Units	AMI Level	Average AMI
16	30%	
56	60%	
22	80%	
94		59.57%
TO:		
Number of Residential Units	AMI Level	Average AMI
15	30%	
61	60%	
18	80%	
94		59.04%

These changes have no substantial material impact to the CDBG-DR and HC recommendation for the Development.

Does the Development Team have any Florida Housing Financed Developments on the Past Due/Noncompliance Report?

According to the July 15, 2025 Asset Management Noncompliance Report, the Development Team has no noncompliance items.

According to the August 29, 2025, Florida Housing Past Due Report, the Development Team has the no past due items.

This recommendation is subject to satisfactory resolution of any outstanding noncompliance items and/or past due items prior to or at the time of loan closing and the issuance of the Annual HC allocation recommendation herein.

Strengths:

1. The Development Team has demonstrated the ability to successfully develop and operate affordable multifamily rental communities using a variety of different subsidies.

2. A Market Study performed by Meridian Appraisal Group, Inc. dated February 20, 2025 concludes that the Development should benefit from the rental rate advantage it will have over market rents. Based

on the proposed rents, the Development will have between 24% to 295% rental rate advantage compared to the average achievable market rents for the area.

Other Considerations:

1. In accordance with RFA, FHFC limits the Total Development Cost ("TDC") per unit for all Developments categorized by the construction type of the units as indicated by the Applicant in the RFA. The maximum TDC per unit for the construction specified by the Applicant (Mid-Rise- Non ESSC) (4 stories)(New Construction), inclusive of a $7,500/unit add-on for using tax-exempt bonds per the RFA and an 6.00% escalation rate applied to the base $320,000 per unit allowable, is $347,150 per unit. With a total of 94 units, the maximum TDC for the Development is therefore $38,505,878.00 . The overall TDC as underwritten equals $32,147,588.00 . As such, the Development does not exceed the per unit maximum TDC and is eligible for funding as a result.

2. To the underwriter's knowledge, no construction cost exceeding 20% is subcontracted to any one entity.

3. To the underwriter's knowledge, no construction cost shall be subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or Developer.

Issues and Concerns:

None.

Waiver Requests:

None.

Additional Information:

None.

Uses of Funds

CONSTRUCTION COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Demolition	$40,000	$64,500	$0	$0	$0
New Rental Units	$13,865,000	$13,417,748	$15,325,471	$163,037	$0
Site Work	$2,115,000	$3,504,226	$1,517,200	$16,140	$64,500
Constr. Contr. Costs subject to GC Fee	$16,020,000	$16,986,474	$16,842,671	$179,177	$64,500
General Conditions (6.0%)	$0	$1,019,188	$1,008,160	$10,725	$0
Overhead (2.0%)	$0	$339,729	$336,053	$3,575	$0
Profit (6.0%)	$2,242,800	$1,019,188	$1,008,160	$10,725	$0
General Liability Insurance	$0	$0	$106,156	$1,129	$0
Total Construction Contract/Costs	$18,262,800	$19,364,579	$19,301,200	$205,332	$64,500
Hard Cost Contingency (4.9%)	$913,140	$968,229	$965,060	$10,267	$0
PnP Bond paid outside Constr. Contr.	$0	$196,000	$196,000	$2,085	$0
FF&E paid outside Constr. Contr.	$161,594	$186,594	$186,594	$1,985	$0
Total Construction Costs:	**$19,337,534**	**$20,715,402**	**$20,648,854**	**$219,669**	**$64,500**

Notes to Actual Construction Costs:

1. An unexecuted Standard Form of Agreement Between the Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price in the amount $19,301,200 (the "Construction Contract") has been provided. The Construction Contract was entered into as of August 18, 2025, and is executed by the Applicant and Bradley Construction Co., Inc. ("General Contractor"). It indicates construction completion within 550 calendar days from the date of commencement. The Construction Contract indicates retainage of ten percent (10%) will be withheld until 50% of the work is complete based on the Schedule of Values, at which point zero percent (0%) shall be withheld until final, 100% lien-free completion.

   A fully executed GC Contract acceptable to the Servicer and Florida Housing is a condition precedent to loan closing and listed in Section B – Special Conditions.

2. The General Contractor will secure a Payment and Performance Bond to secure the Construction Contract and an estimate of its cost is outside of the Construction Contract.

3. There are no allowances included in the Construction Contract, which was verified by Moran Consultants, LLC.

GENERAL DEVELOPMENT COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Accounting Fees	$0	$25,000	$25,000	$266	$0
Appraisal	$0	$12,500	$12,500	$133	$0
Architect's Fees	$0	$511,500	$511,500	$5,441	$0
Builder's Risk Insurance	$266,295	$289,295	$289,295	$3,078	$0
Building Permits	$0	$99,980	$99,980	$1,064	$0
Engineering Fees	$0	$87,950	$87,950	$936	$0
Environmental Report	$0	$19,500	$19,500	$207	$0
FHFC Administrative Fees	$406,985	$135,394	$133,739	$1,423	$133,739
FHFC Application Fee	$0	$3,500	$3,000	$32	$3,000
FHFC Compliance Fee	$0	$200,954	$200,954	$2,138	$200,954
FHFC Credit Underwriting Fee	$0	$21,496	$21,496	$229	$21,496
Green Building Cert. (LEED, FGBC, NAHB)	$0	$27,000	$27,000	$287	$0
Insurance	$0	$146,500	$146,500	$1,559	$0
Legal Fees - Organizational Costs	$50,000	$200,000	$200,000	$2,128	$7,000
Lender Inspection Fees / Const Admin	$0	$65,000	$65,000	$691	$0
Market Study	$0	$9,500	$9,500	$101	$9,500
Marketing and Advertising	$0	$5,000	$5,000	$53	$5,000
Plan and Cost Review Analysis	$0	$5,850	$5,850	$62	$0
Property Taxes	$0	$2,000	$2,000	$21	$0
Soil Test	$0	$24,000	$24,000	$255	$0
Survey	$0	$75,000	$75,000	$798	$0
Title Insurance and Recording Fees	$0	$149,000	$149,000	$1,585	$49,000
Utility Connection Fees	$0	$201,850	$201,850	$2,147	$0
Soft Cost Contingency (5.0%)	$126,500	$141,500	$117,426	$1,249	$0
Other: Professional Fees	$1,347,500	$0	$0	$0	$0
Other: Local Government Fees & Taxes	$320,330	$0	$0	$0	$0
Other: Organization Costs	$0	$3,000	$3,000	$32	$3,000
Other: Energy Audit Report	$0	$25,000	$25,000	$266	$0
Other: CDBG-DR Compliance Fee	$0	$0	$4,900	$52	$4,900
Total General Development Costs:	**$2,517,610**	**$2,487,269**	**$2,465,940**	**$26,233**	**$437,589**

Notes to the General Development Costs:

1. FHFC Administrative Fee is based upon a fee of 9.00% of the annual HC allocation recommendation made herein.

2. FHFC Credit Underwriting Fee includes the CDBG-DR Credit Underwriting Fee ($15,821), multiple program fee for the 4% HC ($5,300), and a credit reporting fee ($375).

3. The Applicant provided an executed agreement for the National Green Building Standard Certification program between the Applicant and SK Collaborative, LLC.

4. The FHFC CDBG-DR Compliance Fee of $4,900 is based on $100 per year for years 51-99 in connection with the Ad Valorem Compliance Period. FHFC Compliance Fees through the initial 50-year Compliance Period will be ongoing and are incorporated in the operating pro forma and debt service analysis within this report.

5. The remaining general development costs appear reasonable.

FINANCIAL COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Construction Loan Commitment Fee	$0	$0	$132,000	$1,404	$0
Construction Loan Interest	$1,756,692	$1,371,532	$1,567,032	$16,671	$364,694
Permanent Loan Commitment Fee	$321,440	$0	$81,900	$871	$81,900
Local HFA Bond Cost of Issuance	$0	$886,088	$392,813	$4,179	$392,813
Local HFA Bond Underwriting Fee	$0	$0	$16,984	$181	$16,984
Misc Loan Closing Costs	$0	$30,000	$30,000	$319	$30,000
Legal Fees - Financing Costs	$0	$75,000	$75,000	$798	$75,000
Other: ECHFA Issuer Fee	$0	$0	$279,375	$2,972	$279,375
Other: CDBG-DR Closing Costs	$0	$0	$30,000	$319	$30,000
Total Financial Costs:	**$2,078,132**	**$2,362,620**	**$2,605,104**	**$27,714**	**$1,270,766**
Dev. Costs before Acq., Dev. Fee & Reserves	**$23,933,276**	**$25,565,291**	**$25,719,898**	**$273,616**	**$1,772,855**

Notes to the Financial Costs

1. Financial costs were derived from the representations illustrated in the LOI's for equity and construction and permanent financing and appear reasonable to AmeriNat.

2. The Construction Loan Interest is supported by the Construction Loan terms illustrated in the LOI's provided by the construction lenders, the duration of construction referenced in the Construction Contract and the resultant calculation completed by AmeriNat through the use of a construction draw schedule provided by the Applicant.

3. The Local HFA Bond Cost of Issuance includes fees and expenses of the Issuer, Real Estate Counsel closing costs for the MMRB Loans, Bond Counsel, Disclosure Counsel and other fees.

4. The ECHFA Issuer Fee During Construction represents 65 bps on the MMRB for a period of 2.5 years and Trustee Fee of $4,500 during the construction period.

5. CDBG-DR Closing Costs are for FHFC legal counsel fees.

6. The remaining Financial Costs appear reasonable.

DEVELOPER FEE ON NON-ACQUISTION COST	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Developer Fee - Unapportioned	$4,316,251	$4,726,082	$4,629,581	$49,251	$0
Total Dev. Fee on Non-Acq. Costs (18.0%):	**$4,316,251**	**$4,726,082**	**$4,629,581**	**$49,251**	**$0**

Notes to the Developer Fee on Non-Acquisition Costs:

1. None.

LAND ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Land Acquisition Cost	$1,200,000	$1,200,000	$1,200,000	$12,766	$1,200,000
Total Acquisition Costs:	**$1,200,000**	**$1,200,000**	**$1,200,000**	**$12,766**	**$1,200,000**

Notes to Land Acquisition Costs:

1. The Applicant provided a Closing Statement, dated February 4, 2025 for the purchase of the Development site in the amount of $1,200,000. A Special Warranty Deed, recorded February 11, 2025, reflects the Applicant as the Grantee of the Development.

2. The purchase price is supported by the appraisal.

RESERVE ACCOUNTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
Operating Deficit Reserves	$329,000	$545,709	$545,709	$5,805	$545,709
Reserves - Start-Up/Lease-up Expenses	$45,900	$52,400	$52,400	$557	$52,400
Total Reserve Accounts:	**$374,900**	**$598,109**	**$598,109**	**$6,363**	**$598,109**

Notes to Reserve Accounts

1. Operating Deficit Reserve ("ODR") is based on the requirements of Berkadia and equates to approximately six months of debt service.

TOTAL DEVELOPMENT COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR
TOTAL DEVELOPMENT COSTS:	**$29,824,427**	**$32,089,482**	**$32,147,588**	**$341,996**	**$3,570,964**

Notes to Total Development Costs:

1. None.

RFA Limits	Maximum per RFA (%)	Actual at CUR (%)	Maximum per RFA ($)	Actual at CUR ($)
General Contractor Fee	14.00%	13.97%	$2,357,974	$2,352,373
Hard Cost Contingency	5.00%	5.00%	$965,060	$965,060
Soft Cost Contingency	5.00%	5.00%	$117,426	$117,426
Developer Fee	18.00%	18.00%	$4,629,581	$4,629,581

Section B

CDBG-DR Loan Special and General Loan Closing Conditions and Contingencies

Special Conditions

This recommendation is contingent upon the review and approval of the following items by Florida Housing and the Servicer, at least two weeks prior to real estate loan closing. Failure to submit and to receive approval of these items within this time frame may result in postponement of the closing date of the loan.

1. Receipt of fully executed GC Contract acceptable to the Servicer and Florida Housing.

2. Receipt of letter from the Geotechnical Engineer (Partner Engineering and Science, Inc.) confirming the foundation design for the Development is in accordance with its recommendation.

3. Receipt of approval from the lenders/parties involved in the transaction, confirming their approval of the terms of the Ad Valorem Property Tax Exemption.

4. Receipt of the CDBG-DR Compliance Monitoring Fee of $4,900 for the Ad Valorem Compliance Period.

5. Satisfactory completion of the Davis-Bacon Federal Labor Standards and Section 3 pre-construction conference.

6. Completion of the HUD Section 3 pre-construction conference.

7. The Development shall meet the Section 3 requirements of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u and 24 CFR Part 75).

8. Satisfactory receipt of an FHFC approved Affirmative Fair Housing Marketing Plan.

9. Staff approval of the change in the unit mix and CDBG-DR and HC set asides.

General Conditions

This recommendation is contingent upon the review and approval of the following items by Florida Housing and the Servicer at least two weeks prior to real estate loan closing. Failure to submit and to receive approval of these items within this time frame may result in postponement of the closing date of the loan.

1. Borrower is to comply with any and all recommendations noted in the Plan and Cost Review prepared by Moran Consultants, LLC.

2. Building permits and any other necessary approvals and permits (e.g., final site plan approval, water management district, Department of Environmental Protection, Army Corps of Engineers, Department of Transportation, etc.). An acceptable alternative to this requirement is receipt and satisfactory review of a letter from the local permitting and approval authority stating that the above referenced permits and approvals will be issued upon receipt of applicable fees (with no other conditions), or evidence of 100% lien-free completion, if applicable. If a letter is provided, copies of all permits will be required as a condition of the first post-closing draw.

3. Final sources and uses of funds itemized by source and line item, in a format and in amounts approved by the Servicer. A detailed calculation of the construction interest based on the final draw schedule (see below), documentation of the closing costs, and draft loan closing statement must also be provided. The final sources and uses of funds schedule will be attached to the Loan Agreements as the approved Development budget.

4. A final construction draw schedule showing itemized sources and uses of funds for each monthly draw. CDBG-DR loan proceeds shall be disbursed during the construction phase in an amount per Draw that does not exceed the ratio of the CDBG-DR loan to the Total Development Cost, unless approved by the Credit Underwriter. The closing draw shall include appropriate backup and ACH wiring instructions.

5. Construction Period Developer Fee shall be the lesser of i) 50% of the Total Developer Fee or ii) the Total Developer Fee less the Deferred Developer Fee listed in the Sources and Uses for the construction period, as calculated by the Servicer. At closing, a maximum of 35% of the Construction Period Developer Fee may be funded. Remaining Construction Period Developer Fee will be disbursed during construction/rehabilitation on a pro rata basis, based on the percentage of completion of the development, as approved and reviewed by FHFC and Servicer.

   Once the Development has achieved 100% lien free completion and retainage has been released, the Post-Construction Period Developer Fee may be funded. Post-Construction Period Developer Fee is the remaining portion of Developer Fee less Deferred Developer Fee listed in the Sources and Uses for the permanent period, as calculated by the Servicer.

6. At all times there will be undisbursed loan funds (collectively held by Florida Housing, the first lender and any other source) sufficient to complete the Development. If at any time there are not sufficient funds to complete the Development, the Borrower will be required to expend additional equity on Development costs or to deposit additional equity with Florida Housing which is sufficient (in Florida Housing's judgment) to complete the Development before additional loan funds are disbursed. This condition specifically includes escrowing at closing all equity necessary to complete construction or another alternative acceptable to Florida Housing in its sole discretion.

7. Evidence of insurance coverage pursuant to the Request for Application ("RFA") governing this proposed transaction and, as applicable, the FHFC Insurance Guide.

8. The General Contractor shall secure a payment and performance bond equal to 100 percent of the total construction cost listing FHFC as a co-obligee, whose terms do not adversely affect the Corporation's interest, issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co., or a Corporation-approved alternate security for the General Contractor's performance such as a letter of credit issued by a financial institution with a senior long term (or equivalent) credit rating of at least "Baa3" by Moody's, or at least "BBB-" by Standard & Poor's or Fitch, or a financial rating of at least 175 by IDC Financial Publishing. The LOC must include "evergreen" language and be in a form satisfactory to Florida Housing, its Servicer and its Legal Counsel.

9. Architect, Construction Consultant, and Borrower certifications on forms provided by Florida Housing will be required for both design and as-built with respect to Section 504 of the Rehabilitation Act, Americans with Disabilities Act, and the Federal Fair Housing Act requirements, as applicable.

10. A copy of the Partnership/Operating Agreement reflecting purchase of the HC under terms consistent with the assumptions contained within this Credit Underwriting Report. The Partnership/Operating Agreement shall be in a form and of financial substance satisfactory to Servicer, Florida Housing, and its Legal Counsel.

11. Payment of any outstanding arrearages to the Corporation, its legal counsel, Servicer or any agent or assignee of the Corporation for past due issues applicable to the development team (Applicant or Developer or Principal, Affiliate or Financial Beneficiary, as described in Rule Chapter 67-21.0025(5) of an Applicant or a Developer).

12. Final "as permitted" (signed and sealed) site plans, building plans and specifications. The geotechnical report must be bound within the final plans and specifications.

13. Satisfactory resolution of any outstanding past due and/or noncompliance items.

14. An Operating Deficit Reserve ("ODR") in the collective amount of approximately six months of operating expenses and debt service will be permitted within the Applicant's budget, unless the credit underwriter deems a larger reserve is necessary. The calculation of Developer Fee will be exclusive of the budgeted ODR and any ODR "proposed or required by a limited partner or other lender" in excess of the amount of the ODR deemed satisfactory by the credit underwriter will be a subset of Developer Fee. At the end of the compliance period, any remaining balance of the ODR less amounts that may be permitted to be drawn (which includes Deferred Developer Fee and reimbursements for authorized member/partner and guarantor loan(s) pursuant to the operating/partnership agreement), will be used to pay FHFC loan debt; if there is no FHFC loan debt on the proposed Development at the end of the compliance period, any remaining balance shall be used to pay any outstanding FHFC fees. If any balance is remaining in the ODR after the payments above, the amount should be placed in a Replacement Reserve account for the Development. In no event shall the payments of amounts to the Applicant or the Developer from the Reserve Account cause the Developer Fee or General Contractor Fee to exceed the applicable percentage limitations provided for in Rule Chapters 67-48 and 67-21. Any and all terms and conditions of the ODR must be acceptable to Florida Housing, its Servicer and its legal counsel.

15. Signed and sealed survey, dated within 90 days of closing, unless otherwise approved by Florida Housing, and its legal counsel, based upon the particular circumstances of the transaction. The Survey shall be certified to Florida Housing and its legal counsel, as well as the title insurance company, and shall indicate the legal description, exact boundaries of the Development, easements, utilities, roads, and means of access to public streets, total acreage and flood hazard area and any other requirements of Florida Housing.

This recommendation is contingent upon the review and approval by Florida Housing, and its Legal Counsel at least two weeks prior to real estate loan closing. Failure to submit and to receive approval of these items within this time frame may result in postponement of the closing date of the loans.

1. Documentation of the legal formation and current authority to transact business in Florida for the Borrower, the general partner/principal(s)/managers(s) of the Borrower, the guarantors, and any limited partners of the Borrower.

2. Signed and sealed survey, dated within 90 days of closing, unless otherwise approved by Florida Housing, and its legal counsel, based upon the particular circumstances of the transaction. The Survey shall be certified to Florida Housing and its legal counsel, as well as the title insurance company, and shall indicate the legal description, exact boundaries of the Development, easements, utilities, roads, and means of access to public streets, total acreage and flood hazard area and any other requirements of Florida Housing.

3. An acceptable updated Environmental Audit Report, together with a reliance letter to Florida Housing, prepared within 90 days of CDBG-DR loan closing, unless otherwise approved by Florida Housing, and Legal Counsel, based upon the particular circumstances of the transaction. Borrower is to comply with any and all recommendations noted in the updated Environmental Audit Report(s) and all other environmental reports related to the property, as deemed appropriate by Florida Housing in its sole discretion.

4. Title insurance pro-forma or commitment for title insurance with copies of all Schedule B exceptions, in the amount of the CDBG-DR loan naming Florida Housing as the insured. All endorsements required by Florida Housing shall be provided.

5. Florida Housing and its Legal Counsel shall review and approve all other lenders closing documents and the limited partnership or other applicable agreement. Florida Housing shall be satisfied in its sole discretion that all legal and program requirements for the loans have been satisfied.

6. Evidence of insurance coverage pursuant to the RFA governing this proposed transaction and, as applicable, the FHFC Insurance Guide.

7. Receipt of a legal opinion from the Borrower's Legal Counsel acceptable to Florida Housing addressing the following matters:

    a. The legal existence and good standing of the Borrower and of any partnership or limited-liability company that is the general partner of the Borrower (the "GP") and of any corporation or partnership that is the managing general partner of the GP, and of any corporate guarantor and any manager;
    b. Authorization, execution, and delivery by the Borrower and the guarantors, of all loan documents;
    c. The loan documents being in full force and effect and enforceable in accordance with their terms, subject to bankruptcy and equitable principles only;
    d. The Borrower's and the guarantor's execution, delivery and performance of the loan documents shall not result in a violation of, or conflict with, any judgments, orders, contracts, mortgages, security agreements or leases to which the Borrower is a party or to which the Development is subject to the Borrower’s Partnership/Operating Agreement and;
    e. Such other matters as Florida Housing or its Legal Counsel may require.

8. Evidence of compliance with local concurrency laws, if applicable.

9. Such other assignments, affidavits, certificates, financial statements, closing statements and other documents as may be reasonably requested by Florida Housing or its Legal Counsel in form and substance acceptable to Florida Housing or its Legal Counsel, in connection with the CDBG-DR loan.

10. UCC Searches for the Borrower, its partnerships, as requested by counsel.

11. Any other reasonable conditions established by Florida Housing and its Legal Counsel.

Additional Conditions

This recommendation is also contingent upon the following additional conditions.

1. Compliance with all provisions of Sections 420.507, 420.508, and 420.509, Florida Statutes, Rule Chapters 67-21, 67-53, and 67-60, F.A.C., RFA 2024-305, 49 CFR 24 (URA), 24 CFR 42(104 (d), 24 CFR Part 75, 24 CFR 570 (CDBG) and Section 414 of the Stafford Act, HUD environmental requirements in 24 CFR Part 92 and 24 CFR Part 58, under Title I of the Housing and Community Development (HCD) Act of 1974, as amended, Section 42 I.R.C., and any other State and Federal requirements.

2. Acceptance by the Borrower and execution of all documents evidencing and securing the CDBG-DR loan in form and substance satisfactory to Florida Housing, including, but not limited to, the Promissory Note, the Loan Agreement(s), the Mortgage and Security Agreement, and the Land Use Restriction Agreement(s), Extended Low-income Housing Agreement(s) and Final Cost Certificate.

3. If applicable, receipt and satisfactory review of Financial Statements from all Guarantors dated within 90 days of Real Estate Closing.

4. Guarantors to provide the standard Florida Housing Construction Completion Guaranty. The Construction Completion Guaranty is to be released upon lien-free completion as approved by the Servicer.

5. Guarantors are to provide the standard Florida Housing Environmental Indemnity Guaranty.

6. Guarantors are to provide the standard Florida Housing Guaranty of Recourse Obligations.

7. A mortgagee title insurance policy naming Florida Housing as the insured in the amount of the CDBG-DR loan is to be issued immediately after closing. Any exceptions to the title insurance policy must be acceptable to Florida Housing or its Legal Counsel. All endorsements that are required by Florida Housing are to be issued and the form of the title policy must be approved prior to closing.

8. Property tax and hazard insurance escrow are to be established and maintained by the First Mortgagee, the Trustee or the Servicer. In the event the reserve account is held by the Servicer, the release of funds shall be at Florida Housing's sole discretion.

9. Replacement Reserves funds in the amount of $300 per unit per year are required to be deposited on a monthly basis into a designated escrow account to be maintained by the First Mortgagee/Credit Enhancer, the Trustee, or Florida Housing's loan servicing agent. However, Applicant has the option to prepay Replacement Reserves, as allowed per RFA and Rule Chapters 67-21 and 67-48, in the amount of $28,200 (one-half the required Replacement Reserves for Years 1 and 2), in order to meet the applicable DSC loan requirements. Applicant can waive this election, if at closing of the loan(s) the required DSC is met without the need to exercise the option. It is currently estimated that

Replacement Reserves will be funded from Operations in the amount of $300 per unit per year for Years 1 and 2, followed by $300 per unit per year thereafter. New construction developments shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit. The initial replacement reserve will have limitations on the ability to be drawn. The amount established as a replacement reserve shall be adjusted based on a capital needs assessment ("CNA") to be received by the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers at the time the CNA is required. Beginning no later than the 10th year after the first residential building receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is earlier ("Initial Replacement Reserve Date"). A subsequent CNA is required no later than the 15th year after the Initial Replacement Reserve Date and subsequent assessments are required every five years thereafter.

10. Moran Consultants, LLC or other construction inspectors acceptable to Florida housing is to act as Florida Housing's inspector during the construction period.

11. A minimum of 10% retainage holdback on all construction draws until the Development is 50% complete, and 0% retainage thereafter is required. Retainage will not be released until successful completion of construction and issuance of all certificates of occupancy. Under terms of the construction contract, a minimum of 10% retainage holdback on all construction draws until the Development is 50% complete and thereafter 0% will be withheld until final, 100% lien free completion, as required per the Construction Contract. This meets the RFA and Rule Chapters 67-21 and 67-48 minimum requirement.

12. Satisfactory completion of a pre-loan closing compliance audit conducted by Florida Housing or Servicer, if applicable.

13. Closing of all funding sources simultaneous with or prior to closing of the CDBG-DR loan.

14. Housing Credits - Receipt of executed FHFC Fair Housing, Section 504 and ADA as-built certification forms 122, 127, and 129.

15. Satisfactory evidence of compliance with the Davis Bacon Act and other applicable Federal Labor Standards during the construction of this Development. Evidence of compliance must be through satisfactory completion of a compliance audit by HUD and its authorized subcontractor.

16. CDBG-DR funds are subject to the National Environmental Policy Act ("NEPA") of 1969 and related federal environmental authorities and regulations at 24 CFR Part 58 "Environmental Review Procedures." No CDBG-DR funds may be committed to a development before completion of the environmental review process and HUD approval of the environmental review and Request for Release of Funds.

17. Any other reasonable requirements of the Servicer, Florida Housing, or its Legal Counsel.

Section C

Supporting Information & Schedules

Additional Development & Third-Party Supplemental Information

Appraisal Summary:

Appraisal Summary Questions	Responses	Note
Appraisal Firm Name	Meridian Appraisal Group, Inc.	
Date of Report	7/11/2025	
Confirm certified and prepared for FHFC (Y/N)	Y	
Date appraisers license expires (should be after report date)	11/30/2026	
Occupancy at Stabilization: Economic (%)	94.0%	
Occupancy at Stabilization: Physical (%)	95.0%	
Value: As Is market value of the land	$1,410,000	
As of date and type of interest (as if vacant land)	7/3/2025 Fee Simple	
Value: "As Complete and Stabilized", subject to unrestricted rents	$20,150,000	
As of date and type of interest (unrestricted rents)	7/3/25 Leased Fee	
Value: "As Complete and Stabilized", subject to restricted rents	$10,840,000	
As of date and type of interest (restricted rents)	7/3/25 Leased Fee	
Does the As Is value of land or land & improvements to be acquired support the acquisition cost? (Y/N)	Y	

Market Study:

Market Study Summary Questions	Responses	Note
Market Study Firm Name	Meridian Appraisal Group, Inc.	
Date of Report	2/20/2025	
Confirm certified and prepared for FHFC (Y/N)	Y	
Number of like-kind developments (existing and proposed) in the Competitive Market Area (CMA)	7	
Short Term and Long Term Impact to existing like-kind developments	Weak impact in the short and long term	
Weighted Average Occupancy of like-kind developments (submarket) (must be ≥ 92%)	95.2%	
Number of Guarantee Fund Properties in PMA?	0	
Metrics for 10 mile radius:		
Level of Effort (%)	17.3%	
Capture Rate (%)	1.9%	
Remaining Potential Demand	4,130	
Metrics for 5 mile radius:		
Level of Effort (%)	22.2%	
Capture Rate (%)	3.4%	
Remaining Potential Demand	2,157	
Metrics for 3 mile radius:		
Level of Effort (%)	49.0%	
Capture Rate (%)	7.6%	
Remaining Potential Demand	629	
Absorption Rate	18 units per month	
Will the development achieve maximum allowable HC Rents? (Y/N)	Y	
For New Construction Units, is the average market rental rate, based on unit mix and annualized rent concessions at least 110% or greater of a 60 percent of Area Median Income rental rate?	Y	
Does market exist to support both the demographic and income restriction set-asides committed to in the Application or as approved by FHFC or the Board? (Y/N)	Y	

Environmental Report Summary:

Environmental Report Summary Questions	Responses	Note
Preparer Firm Name	Gill Group, Inc.	
Date of Report	8/24/2023	
Type of Report	Phase I	
Confirm certified and prepared for FHFC (Y/N)	N - Closing Condition	
Were any Recognized Environmental Conditions (RECs) noted? (Y/N)	N	
Is any further investigation required? (Y/N)	N	

Soils Test Report Summary:

Soils Test Report Summary Questions	Responses	Note
Preparer Firm Name	Partner Engineering and Science, Inc.	
Date of Report	10/2/2024	
Did the engineer provide recommendations for site prep, foundation, stormwater, and pavement that would make the site suitable for the proposed development? (Y/N)	Y	
Were recommendations outlined consistent with Structural/Engineering Drawings? (Y/N)	N	1.

1. Receipt of letter from Partners Engineering and Science, Inc. confirming the foundation design for the Development is in accordance with its recommendations. This is a condition precedent to loan closing and listed in Section B – Special Conditions.

Plan & Cost Review Summary:

Property Conditions Report (PCR) Summary Questions	Responses	Note
Preparer Firm Name	Moran Consultants, LLC	
Date of Report	9/8/2025	
Confirm certified and prepared for FHFC (Y/N)	Y	
Were all features and amenties in Exhibit B present in the PCA report? (Y/N)	Y	
Is the GC Contract a Guaranteed Maximum Price Contract? (Y/N)	Y	
General Contract (GC Contract) Amount (PCA should match GC Contract)($)	$19,301,200	
Cost per Unit	$205,331.91	
Costs for Similar Type Developments (Include Range)	$172,081.78-$238,308.00	
Is the Cost per Unit reasonable? (Y/N)	Y	
Construction schedule to substantial completion	550 days	
Is the development timeline considered feasible? (Y/N)	Y	
Was an ADA Accessibility Review completed? (Y/N)	Y	
Are accessibility requirements met and have executed Florida Housing Fair Housing, Section 504 and ADA Design Certificaiton Forms 121, 126, and 128 been received? (Y/N)	Y	
Does the design conform with all applicable Florida Building and Design Codes? (Y/N)	Y	
Are the drawings and specifications satisfactory for completion and adherance to the scope of the project? (Y/N)	N	1.

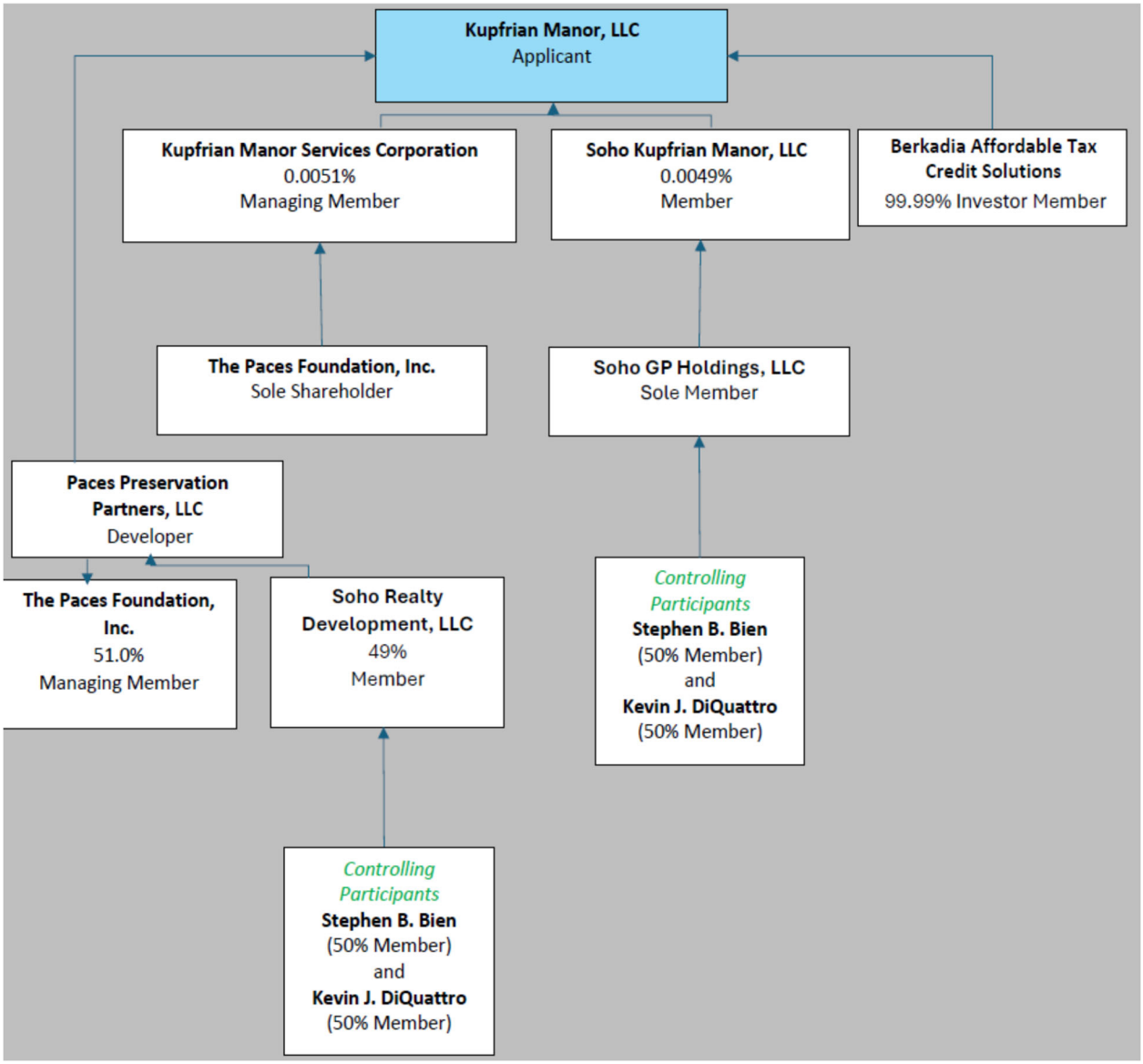
1. Receipt of letter from Partners Engineering and Science, Inc. confirming the foundation design for the Development is in accordance with its recommendations. Additionally, Moran recommends receipt of 100% For Construction drawings and the Project Specifications Manual signed and stamped by Professional of Record. This is a condition precedent to loan closing and listed in Section B – Special Conditions.

Site Inspection Summary:

Site Visit Summary Questions	Responses	Note
Name of Inspector	Kim Thorne	
Date of Inspection	7/11/2025	
Were the observation(s) of the insepector in line with the Market Study? (Y/N)	Y	

Applicant & Related Party Information

Borrower and Developer Org Chart:



	Kupfrian Manor, LLC	Kupfrian Manor Services Corporation	Soho Kupfrian Manor, LLC	The Paces Foundation, Inc.	Soho GP Holdings, LLC	Paces Preservation Partners, LLC	Soho Realty Development, LLC	Bien, Stephen B.	DiQuattro, Kevin J.	United Apartment Group	Bradley Construction Co., Inc.	Berkadia Affordable Tax	Note
Relationship Type	Guarantor	Guarantor	Guarantor	Guarantor	Guarantor	Guarantor	Guarantor	Guarantor	Guarantor	Management Company	General Contractor	Equity Provider	
Contact Person Name & Title	Kupfrian Manor, LLC			Renee Sandell, COO	Stephen Bien, President					Julie Pruitt, District Manager	William Cosgray, President	Chris McGrow, SVP	
Contact Information	2730 Cumberland Blvd SE Smyrna, GA 30080 770-431-9696 investornotice@pacesfoundation.org			2730 Cumberland Blvd SE Smyrna, GA 30080 770-431-9696 renee@pacesfoundation.org	1408 N. Westshore Blvd. Ste. 804 Tampa, FL 33607 813-731-1244 steve@sohohousingpartners.com					609 Fernwood St Panama City Beach, FL 850-203-4570 julie.pruitt@uaginc.com	2119 NE Coachman Rd Clearwater, FL 33765 727-442-3117 cosgray@bradleyconstruction.com	4201 Congress Street, Suite 200, Charlotte, NC 28209 980-208-1667 Chris.mcgraw@berkadia.com	
Are Construction Completion, Operating Deficit, Environmental Indemnity and Recourse Obligations required to be signed?	Y	Y	Y	Y	Y	Y	Y	Y	Y				
Does entity have the necessary experience?	Newly Formed	Newly Formed	Newly Formed	Y	Passthru	Passthru	Passthru	Y	Y	Y	Y	Y	
Has a credit evaluation been completed and is it satisfactory?	Y	Y	Y	Y	Y	Y	Y	Y	Y		Y		1.
Have bank statements and/or trade references been received and reviewed and are they adequate?	Newly Formed	Newly Formed	Newly Formed	Y	Passthru	Passthru	Passthru	Y	Y		Y		
Have all financial statements been reviewed and are they adequate?	Newly Formed	Newly Formed	Newly Formed	Y	Passthru	Passthru	Passthru	Y	Y		Y	Y	
Have a Statements of Financial & Credit Affairs been reviewed for contingent liabilities?	Y	Y	Y	Y	Y	Y	Y	Y	Y				
P&P Bond, or LOC, required and received from company adequately rated as required by Rule?											Closing Condition		
Have the Management Agreement and Plans been received, dated, and executed?										Y			
a.Has the selection of the Management Company been approved by FHFC's Asset Management Dept (and if Rehab have they been approved prior to or at closing)?										N			2.
Does the entity have the relevant experience and possess the financial wherewithal to successfully construct and operate the Development as proposed?	Newly Formed	Newly Formed	Newly Formed	Y	Passthru	Passthru	Passthru	Y	Y	Y	Y	Y	

1. According to a Dunn & Bradstreet Report, dated August 15, 2025, the General Contractor had four pending suits. The General Contractor provided an explanation and documentation reflecting that all suits were either dismissed or resolved. All suits noted have been closed.

2. The selection of United Apartment Group to manage the Development must be approved by FHFC's Asset Management Department prior to lease-up activity pursuant to Rule Chapter 67-53 F.A.C. As the Development is proposed to be constructed, said approval is not required at closing. Continued approval is subject to ongoing satisfactory performance.

Kupfrian Manor
RFA 2024-305 (2024-320D/2023-558C)
DESCRIPTION OF FEATURES AND AMENITIES

A. The Development will consist of:

94 units located in (1) one Mid-Rise, 4-Stories residential building

Unit Mix:

Forty-Seven (47) one-bedroom / one-bath units
Forty-Seven (47) two-bedroom / two-bath units

94 Total Units

All units are expected to meet all requirements as outlined below. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

All features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

B. Federal Requirements and State Building Code Requirements for all Developments:

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973*; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

*All Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 (“Section 504 and its related regulations”). All developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments. All of the accessible units must be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development.

To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Corporation funding program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end,

all Corporation funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all Developments.

C. Applicant commits to provide the following General Features:

- Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit;
- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Wireless, cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:

    - There must be a minimum of one Energy Star certified washer and one Energy Star certified or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number;
    - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504;
    - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

- At least two full bathrooms in all 3 bedroom or larger units;
- Bathtub with shower in at least one bathroom in at least 90 percent of the non-Elderly units;
- Elderly Developments must have a minimum of one elevator per residential building provided for all Elderly Set-aside Units that are located on a floor higher than the first floor; and
- A full-size range and oven in all units.

D. Required Accessibility Features, regardless of the age of the Development:

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. The Corporation requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Applicant shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) whichever affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in wheelchairs, shall include, but not be limited to, accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of

travel to amenities and laundry rooms, including washers and dryers.

1. Required Accessibility Features in all Units

    - Primary entrance doors on an accessible route shall have a threshold with no more than a ½-inch rise;
    - All door handles on primary entrance door and interior doors must have lever handles;
    - Lever handles on all bathroom faucets and kitchen sink faucets;
    - Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
    - Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

2. In addition to the 5 percent mobility requirement outlined above, all Family Demographic Developments must provide reinforced walls for future installation of horizontal grab bars in place around each tub/shower and toilet, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design.

    At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit and toilet in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

3. Accessibility Features in all Developments with the Elderly Demographic must also provide the following features:

    - 20 percent of the units must have roll-in showers.
    - Horizontal grab bars in place around each tub and/or shower, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design, Section 609. In addition, the following standards for grab bars are required:

        - If a bathtub/shower combination with a permanent seat is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 607.4.1.
        - If a bathtub/shower combination without a permanent seat is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 607.4.2.

  - If a roll-in shower is provided, grab bars shall be installed to meet or exceed the 2010 ADA Standards for Accessible Design, Section 608.3.2;

- Reinforced walls for future installation of horizontal grab bars in place around each toilet, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design;
- All bathrooms in all units must have vanity cabinets with at least one roll-out shelf or drawer in bottom of cabinet;
- Adjustable shelving in master bedroom closets (must be adjustable by resident); and
- In one of the kitchen's base cabinets, there shall be a large bottom drawer that opens beyond full extension, also referred to as an "over-travel feature." Drawers with the over-travel feature allow drawers to extend completely past the cabinet front so all the contents can be accessed. The drawer shall be deep and wide enough to store pots and pans and the drawer slides shall have a weight load rating of a minimum of 100 pounds. The drawers shall be mounted on a pair of metal side rails that are ball-bearing.

E. Applicant commits to provide the following required Green Building Features in all Developments for all units and, as applicable, all common areas:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:

  - Toilets: 1.28 gallons/flush or less,
  - Urinals: 0.5 gallons/flush,
  - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
  - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;

- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:

  - Residential Electric:
    - Up to 55 gallons = .95 EF or .92 UEF; or
    - More than 55 gallons = Energy Star certified; or
    - Tankless = 0.97 EF and Max GPM of ≥ 2.5 over a 77◦ rise or 0.87 UEF and GPM of ≥ 2.9 over a 67◦ rise;
  - Residential Gas (storage or tankless/instantaneous): Energy Star certified,
  - Commercial Gas Water Heater: Energy Star certified;

- Energy Star certified ceiling fans with lighting fixtures in bedrooms and living rooms;
- Air Conditioning (in-unit or commercial):

- Air-Source Heat Pumps – Energy Star certified:
  - ≥ 7.8 HSPF/ ≥15.2 SEER2/≥11.7 EER for split systems
  - ≥ 7.2 HSPF ≥15.2 SEER2/≥10.6 EER for single package equipment including gas/electric package units

- Central Air Conditioners – Energy Star certified:
  - ≥15.2 SEER/≥12.0 EER2 for split systems
  - ≥15.2 SEER/≥11.5 EER2 for single package equipment including gas/electric package units.

  NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and one-bedroom units.

  In addition to the required Green Building features outlined above, proposed Developments must achieve one of the following Green Building Certification programs: Leadership in Energy and Environmental Design (LEED); Florida Green Building Coalition (FGBC); Enterprise Building Communities; or ICC 700 National Green Building Standard (NGBS). **The Applicant has selected the ICC 700 National Green Building Standard (NGBS).**

F. Applicant committed in their Application (Section 4.A.9.b Elderly Resident Programs) to provide the following resident programs outlined below for the Elderly Demographic:

1. 24 Hour Support to Assist Residents In Handling Urgent Issues An important aging in place best practice is providing the residents access to property management support 24 hours per day, 7 days a week to assist them to appropriately and efficiently handle urgent issues or incidents that may arise. These issues may include, but are not limited to, an apartment maintenance emergency, security or safety concern, or a health risk incident in their apartment or on the property. The management's assistance will include a 24/7 approach to receiving residents' requests for assistance that will include a formal written process for relevant property management staff to effectively assess and provide assistance for each request.

   This assistance may include staff:

   - visiting or coordinating a visit to a resident's apartment to address an urgent maintenance issue;
   - responding to a resident being locked out of their apartment;
   - contacting on-site security or the police to address a concern;
   - providing contact information to the resident and directing or making calls on a resident's behalf to appropriate community-based emergency services or related resources to address an urgent health risk incident;
   - calling the resident's informal emergency contact; or
   - addressing a resident's urgent concern about another resident.

   Property management staff shall be on site at least 8 hours daily, but the 24- hour support approach may include contracted services or technology to assist the management in meeting

this commitment, if these methods adequately address the intent of this service. The Development's owner and/or designated property management entity shall develop and implement policies and procedures for staff to immediately receive and handle a resident's call and assess the call based on a resident's request and/or need.

At a minimum, residents shall be informed by the property management, at move-in and via a written notice(s)/instructions provided to each resident and displayed in the Development's common or public areas, that staff are available to receive resident calls at all times. These notices shall also provide contact information and direction to first contact the community-based emergency services if they have health or safety risk concerns.

2. Financial Management for Elderly Residents – Applicant or its Management Company must provide, at no cost to the resident, a series of classes to provide residents training in various aspects of personal financial management on issues appropriate to elderly households. Classes must be held at least quarterly, consisting of at least two hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. The topics should include, but not be limited to:
    - Tax issues for elders and retirees
    - Budgeting tips for fixed income households
    - Avoiding scams that target elders
    - Strategies to maximize Social Security benefits
    - Preparing a will and estate planning

3. Computer Training – The Applicant or its Management Company shall make available computer and internet training classes (basic and/or advanced level depending on the needs and requests of the residents). The training classes must be provided at least once a week, at no cost to the resident, in a dedicated space on site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m., and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

4. Daily Activities – The Applicant or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week which must be offered between the hours of 8:00 a.m. and 7:00 p.m. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

HC Allocation Calculation

Qualified Basis Calculation

Section I: Qualified Basis Calculation	
Development Cost	$32,147,588
Less: Land Cost	($1,200,000)
Less: Other Ineligible Cost	($2,370,964)
Total Eligible Basis	$28,576,624
Applicable Fraction	100.00%
DDA/QCT Basis Credit	130.00%
Qualified Basis	$37,149,611
Housing Credit Percentage	4.00%
Annual Housing Credit Allocation	$1,485,984

Notes to the Eligible Basis Calculation:

1. "Other Ineligible Costs" include, but are not limited to, demolition, site work, legal fees, market study, marketing and advertising, Florida Housing compliance, administrative, application, and underwriting fees, marketing/advertising fees, various fees associated with the CDBG-DR funding, a portion of construction loan interest, permanent loan related costs, local HFA Bond cost of issuance, land and reserves.

2. The Development is 100% set-aside; therefore, the applicable fraction is 100%.

3. Per the Application, the Development is located in a QCT; therefore, a 130% basis credit was applied.

4. Per the FY 2021 Omnibus Consolidated Appropriations Act passed by Congress as of December 21, 2020, a permanent 4% minimum HC rate was established. For the purposes of this report, a HC percentage of 4.00% has therefore been applied.

GAP Calculation

Section II: Gap Calculation	
Total Development Cost (Including Land and Ineligible Costs)	$32,147,588
Less: Mortgages	($17,745,574)
Equity Gap	$14,402,014
Percentage to Investment Partnership	99.99%
HC Syndication Pricing	$0.8525
HC Required to Meet Gap	$16,895,548
Annual HC Required	$1,689,555

Notes to the Gap Calculation:

1. Mortgages include a first mortgage from ECHFA/Berkadia, second mortgage to be provided by FHFC, third mortgage to be provided by United Bank and a fourth mortgage to be provided by City of Pensacola.

2. The HC Syndication Pricing and Percentage to the Investment Partnership are based upon the letter of interest from Berkadia dated August 27, 2025.

Summary

Section III: Summary	
HC per Qualified Basis	$1,485,984
HC per Gap Calculation	$1,689,555
Annual HC Recommended	$1,485,984
Syndication Proceeds Based on HC Recommended	$12,666,751

Notes to the Summary:

1. The Annual HC recommended is based upon the lesser of the Qualified Basis or Gap Calculation; therefore, the Qualified Basis amount applies.

Tax Credit 50% Test

Section III: Tax-Exempt Bond 50% Test	
Total Depreciable Cost	$28,576,624
Plus: Land Cost	$1,200,000
Aggregate Basis	$29,776,624
Tax-Exempt Bond Amount	$16,500,000
Less: Debt Service Reserve	($545,709)
Tax-Exempt Proceeds Used for Building and Land	$15,954,291
Proceeds Divided by Aggregate Basis	53.58%

Notes to the Tax Credit 50% Test:

1. Based upon this analysis, the 50% Test is satisfactory.

Prepared by, and after recording
return to:
Daniel J. Nunez, Esq.
Ballard Spahr LLP
1909 K St., NW, 12th Floor
Washington, DC 20006

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY – TEL (Forward)

(Revised 2-25-2025)

Freddie Mac Loan Number: 510892337
Property Name: Kupfrian Manor

SUBORDINATION AGREEMENT
GOVERNMENTAL ENTITY – TEL (Forward)

(Revised 2-25-2025)

THIS SUBORDINATION AGREEMENT ("**Agreement**") is entered into this ___ day of December, 2025, by and between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association ("**Senior Lender**"), and CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida ("**Subordinate Lender**").

RECITALS

A. Kupfrian Manor, LLC, a limited liability company organized under the laws of the State of Florida ("**Borrower**") is the owner of certain land located in Escambia County, Florida, described in Exhibit A ("**Land**"). The Land is improved with a multifamily rental housing project ("**Improvements**").

B. Escambia County Housing Finance Authority ("**Governmental Lender**"), the original holder of the Senior Note, has made a loan to Borrower in the original principal amount of [_____] Dollars ($[_____]) ("**Senior Loan**") upon the terms and conditions of a Project Loan Agreement dated as of December 1, 2025 ("**Project Loan Agreement**") among Governmental Lender, Senior Lender (in its capacity as Fiscal Agent under the Funding Loan Agreement (defined below)) and Borrower in connection with the Mortgaged Property. The Senior Loan is secured by a Multifamily Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of December 1, 2025 ("**Senior Mortgage**") encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the "**Mortgaged Property**."

C. Pursuant to a Developer Loan Agreement dated [_____], 2025 between Subordinate Lender and Borrower ("**Subordinate Loan Agreement**"), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of $700,000 ("**Subordinate Loan**"). The Subordinate Loan is or will be secured by a Mortgage, Assignment of Leases and Rents and Security Agreement dated as of [_____], 2025 ("**Subordinate Mortgage**") encumbering all or a portion of the Mortgaged Property.

D. The Senior Mortgage will be recorded in the land records of Escambia County, Florida ("**Recording Office**"). The Subordinate Mortgage is being recorded in the Recording Office following the recording of the Senior Mortgage.

E. The Senior Note was assigned by Governmental Lender to Senior Lender as security for the loan made by Initial Funding Lender (as defined below) to Governmental Lender pursuant to the Funding Loan Agreement (the "**Funding Loan**"). The Senior Mortgage was assigned by Governmental Lender to Senior Lender as security for the Funding Loan pursuant to an Assignment of Security Instrument dated as of the date hereof to be recorded in the Recording Office contemporaneously herewith.

F. Subject to the terms and conditions of that certain Construction Phase Financing Agreement (the "**Construction Phase Financing Agreement**") dated as of December 1, 2025 between Borrower, JPMorgan Chase Bank, N.A. ("**Initial Funding Lender**"), Federal Home Loan Mortgage Corporation and Berkadia Commercial Mortgage LLC, a Delaware limited liability company ("**Permanent Funding Lender**"), Initial Funding Lender will subsequently assign and deliver the documents comprising the Funding Loan to the Permanent Funding Lender and, in connection therewith, the Senior Note (as defined herein) and the Senior Mortgage will be amended and restated, and thereafter assigned to the Fiscal Agent ("**Conversion**").

G. Upon Conversion, the Funding Lender (defined below) will have the right to amend and restate the Senior Note and the Senior Mortgage, and the right to amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provision of any of the Senior Loan Documents (as defined herein), without notice to or the consent or joinder of the Subordinate Lender.

H. The execution and delivery of this Agreement is a condition of Funding Lender's consenting to Subordinate Lender's making of the Subordinate Loan and Borrower's granting of the Subordinate Mortgage.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions. The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings.

The terms "**Condemnation**," "**Imposition Reserve Deposits**," "**Impositions**," "**Leases**," "**Rents**" and "**Restoration**," as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

"**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"**Borrower**" means all persons or entities identified as "Borrower" in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term "Borrower" will not include Senior Lender or Funding Lender if Senior Lender or Funding Lender acquires title to the Mortgaged Property.

"**Casualty**" means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

"**Continuing Covenant Agreement**" means the Continuing Covenant Agreement to be executed by Borrower and Permanent Funding Lender at Conversion.

"**Enforcement Action**" means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

"**Enforcement Action Notice**" means a Notice given from Subordinate Lender to Senior Lender and Funding Lender, following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

"**Funding Lender**" means Initial Funding Lender prior to Conversion and Permanent Funding Lender from and after Conversion, and any successor holder of the Governmental Note.

"**Funding Loan Agreement**" means the Funding Loan Agreement dated as of December 1, 2025 among Funding Lender, Governmental Lender and Senior Lender.

"**Governmental Note**" means the Multifamily Housing Mortgage Revenue Note, Series 2025 (Kupfrian Manor) delivered by the Governmental Lender evidencing the Funding Loan.

"**Lien**" means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

"**Loss Proceeds**" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"**Notice**" means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

"**Regulatory Agreement**" means the Land Use Restriction Agreement between Borrower and Subordinate Lender dated as of December [__], 2025 and to be recorded in the Recording Office.

"**Senior Indebtedness**" means the "Indebtedness" of Borrower as evidenced by the Senior Loan Documents.

"**Senior Lender**" is defined above. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity will automatically become Senior Lender.

"**Senior Loan Agreement**" collectively means, prior to Conversion, the Project Loan Agreement and the Construction Loan Agreement; and from and after Conversion, the Project Loan Agreement and/or the Continuing Covenant Agreement.

"**Senior Loan Documents**" collectively means prior to Conversion, the "Project Loan Documents" as defined in the Construction Phase Financing Agreement [together with the "Loan Documents" as defined in the Construction Loan Agreement. From and after Conversion, "Senior Loan Documents" will mean the "Financing Documents" as defined in the Continuing Covenant Agreement, as such documents may be amended.

"**Senior Mortgage Default**" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Senior Loan Documents.

"**Senior Note**" means, prior to Conversion, the Project Note dated December [__], 2025. From and after Conversion, "Senior Note" means the Project Note as defined in the Continuing Covenant Agreement.

"**Subordinate Indebtedness**" means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

"**Subordinate Lender**" means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Documents**" means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement, the Regulatory Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

"**Subordinate Mortgage Default**" means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement) Subordinate Lender to take an Enforcement Action.

"**Subordinate Note**" means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

"**Surplus Cash**" means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

(a) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Reserve Deposits.

(b) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

2. Subordinate Lender's Representations and Warranties.

(a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:

(i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.

(ii) No Subordinate Mortgage Default has occurred and is continuing.

(iii) The current unpaid principal balance of the Subordinate Indebtedness is $700,000.

(iv) No scheduled payments under the Subordinate Note have been prepaid.

(b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:

(i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.

(ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.

(iii) Accept any prepayment of the Subordinate Indebtedness.

3. Terms of Subordination.

(a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.

(b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.

(c) Payments Before Senior Mortgage Default; Soft Subordinate Debt. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date and provided further that Subordinate Lender will not accept any payment in an amount that exceeds 75% of then available Surplus Cash.

(d) Payments After Senior Mortgage Default or Bankruptcy.

(i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of this Section 3(d) will apply.

(ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:

(A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.

(B) Any proceeds from any Enforcement Action.

(C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.

(iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.

(e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

4. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Mortgage Default and Cure Rights.

(i) Subordinate Lender will deliver to Senior Lender and Funding Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender or Funding Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.

(ii) For a period of 90 days following delivery to Senior Lender of an Enforcement Action Notice, Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Lender has commenced and is diligently pursuing such cure to completion, Senior Lender will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Lender takes either of the following actions:

(A) Discontinues its pursuit of any cure.

(B) Delivers to Subordinate Lender Senior Lender's written consent to the Enforcement Action described in the Enforcement Action Notice.

(iii) Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Senior Lender having cured any Subordinate Mortgage Default.

(iv) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

(i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Senior Lender and Funding Lender an Enforcement Action Notice. During such 90-day period or such longer period as provided in Section 4(a), Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Lender's right to cure a Subordinate Mortgage Default set forth in Section 4(a).

(ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:

(A) The expiration of such 90-day period or such longer period as provided in Section 4(a).

(B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.

(iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Senior Lender's right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.

(iv) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate

Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.

(c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender and Funding Lender in writing that any Subordinate Mortgage Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Mortgage Default under the Senior Loan Documents arising solely from such Subordinate Mortgage Default will be deemed cured, and the Senior Loan will be reinstated.

5. Default Under Senior Loan Documents.

(a) Notice of Senior Mortgage Default and Cure Rights.

(i) Senior Lender or Funding Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender or Funding Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender or Funding Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.

(ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.

(iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.

(iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate

Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

(i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:

(A) To conduct a separate sale of any portion of the Mortgaged Property.

(B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.

(C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines.

(ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:

(A) Extend the time for or waive any payment or performance under the Senior Loan Documents.

(B) Modify or amend in any respect any provision of the Senior Loan Documents.

(C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

(c) Termination Upon Foreclosure. The lien of the Subordinate Loan Documents will automatically terminate upon the acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

6. Conflicts. If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

(a) Extend Borrower's time to cure any Senior Mortgage Default or Subordinate Mortgage Default.

(b) Give Borrower the right to receive notice of any Senior Mortgage Default or Subordinate Mortgage Default, other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents.

(c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

7. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

(a) Insurance.

(i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Lender and Funding Lender.

(ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender or Funding Lender.

(iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

(i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.

(ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.

(iii) If Senior Lender or Funding Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.

(iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.

(c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender or Funding Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior

Lender's consent, then such amendment or assignment will be void ab initio and of no effect whatsoever.

(d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.

(e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.

(f) Consent Rights. Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Senior Lender or Funding Lender pursuant to the Senior Loan Documents or otherwise, Senior Lender's or Funding Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).

(g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender or Funding Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.

(h) Certification. Within 10 days after request by Senior Lender or Funding Lender, Subordinate Lender will furnish Senior Lender and Funding Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.

8. **Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.

9. **Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

10. **Notices.**

(a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

U.S. Bank Trust Company,
National Association
225 Water Street, Suite 700
Jacksonville, Florida 32202
Attention: Vicki Bellamy

Notices intended for Subordinate Lender will be addressed to:

City of Pensacola, Florida
420 West Chase Street
Pensacola, Florida 32502
Attention: Betsy McDonald, Housing Director

Notices intended for Funding Lender prior to Conversion will be addressed to:

JPMorgan Chase Bank, N.A.
Community Development Banking
100 North Tampa Street, Suite 3300
Mail Code: FL2-6001
Tampa, Florida 33602
Attention: Tammy Haylock-Moore, Executive Director

Notices intended for Funding Lender following the Conversion will be addressed to:

Berkadia Commercial Mortgage LLC
5100 Town Center Circle, Suite 550
Boca Raton, Florida 33486
Attention: Emily Pope

(b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

11. Reserved.

12. Miscellaneous Provisions.

(a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. Without prior notice to or the consent of the Subordinate Lender or the Borrower, the Senior Lender may freely transfer or assign the Senior Loan and the Senior Loan Documents, including this Agreement, in whole or in part, and the Subordinate Lender acknowledges and agrees that any future legal holder of the Senior Note will automatically be a legal successor and permitted assignee of Senior Lender hereunder, without the necessity of any further action or instrument. Except for Funding Lender, no other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.

(b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender or Funding Lender as a joint venturer or partner of Subordinate Lender.

(c) Further Assurances. Upon Notice from Senior Lender or Funding Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Lender or

Funding Lender to further evidence or implement the provisions and intent of this Agreement.

(d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.

(e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.

(f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

(g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:

(i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender or Funding Lender.

(ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.

(iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

(iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

(i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.

(j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.

(k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.

(l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

(m) Funding Lender's Rights to Control. Notwithstanding anything herein to the contrary, pursuant to the Senior Mortgage and Section 6.03 of the Funding Loan Agreement, all acts, consents, approvals and undertakings of Senior Lender hereunder must be solely at the written direction of the Funding Lender. The parties hereto acknowledge and agree that Funding Lender is a third-party beneficiary of this Agreement, with full rights as such.

13. Attached Riders. The following Riders are attached to this Agreement:

None.

14. Attached Exhibits. The following Exhibits, if marked with an "X" in the space provided, are attached to this Agreement:

|X| Exhibit A Description of the Land (required)
|__| Exhibit B Ground Lease Description (if applicable)

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR LENDER:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Fiscal Agent

By: _____
Name: _____
Title:
225 Water Street, Suite 700
Jacksonville, Florida 32202

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ___ day of _____, 2025, by _____, as _____ of U.S. Bank Trust Company, National Association, a national banking association, and that s/he, being authorized so to do in such capacity, executed the foregoing instrument for the purposes therein contained. Said person is [__] personally known to me, or [__] has produced _____ as identification.

In witness whereof I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____

SUBORDINATE LENDER:

ATTEST:

CITY OF PENSACOLA, FLORIDA

By: _____
Ericka L. Burnett, City Clerk

By: _____
D.C. Reeves, Mayor

(City Seal)

APPROVED AS TO SUBSTANCE:

_____
Housing Director

LEGAL IN FORM AND EXECUTION

_____
City Attorney

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated September 30, 2025, by and between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, and CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida, and consents to the agreement of the parties set forth in this Agreement.

EXECUTED IN THE PRESENCE OF:

BORROWER:

KUPFRIAN MANOR, LLC
a Florida limited liability company

_____
Signature

_____
Printed Name

_____

_____
Post Office address of Witness

By: _____
Name: Renée Sandell
Title: Vice President

_____
Signature

_____
Printed Name

_____

_____
Post Office address of Witness

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF _____)

THE FOREGOING INSTRUMENT was acknowledged before me by means of [__] physical presence or [__] online notarization this day of _____, 2025 by Renée Sandell, as Vice President of Kupfrian Manor, LLC a Florida limited liability company. Said person [__] is personally known to me or [__] has produced a Florida Driver's License No. _____ as identification.

_____
Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Junious D. Brown III, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

SUBORDINATION AGREEMENT

(Kupfrian Manor / CDBG-DR / RFA 2024-305 / 2024-320D)

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is made and entered into as of December _, 2025, by and among (i) FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida ("**Senior Lender**"), (ii) CITY OF PENSACOLA, a municipal corporation duly created and existing under the laws of the State of Florida (the "**Subordinate Lender**") (which term as used in every instance shall include Subordinate Lender's successors and assigns), and (iii) KUPFRIAN MANOR, LLC, a Florida limited liability company ("**Borrower**").

RECITALS

A. Senior Lender has issued a loan to the Borrower of Community Development Block Grant-Disaster Recovery ("CDBG-DR") Program funds under the Florida Housing Finance Corporation Request for Applications 2024-305, in effect as of April 24, 2024 ("RFA"), and the CDBG-DR Program, Section 420.5087, Fla. Stat., and governed by the rules of Florida Housing Finance Corporation, as codified at Chapter 67-53, Fla. Admin. Code, in effect as of August 20, 2009 (collectively, including the RFA, the "Rule"), in the original principal amount of $7,855,574 (the "**Senior Loan**"). The Senior Loan has been secured by a Mortgage and Security Agreement dated as of December _, 2025, made by Borrower to and in favor of Senior Lender, and to be recorded in the Public Records of Escambia County, Florida (the "**Senior Security Instrument**") on a multifamily rental housing development located on certain real property in Escambia County, Florida, known as Kupfrian Manor (the "Property"). The Property is more fully described in Exhibit A attached hereto. The Borrower's obligation to repay the Senior Loan is evidenced by a Promissory Note, dated December _, 2025 and maturing _____, 2049 (the "**Senior Note**").

B. The Borrower has requested that Senior Lender permit the Subordinate Lender to make a subordinate loan of Community Development Block Grant (CDBG) funds to Borrower in the principal amount of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00) (the **"Subordinate Loan"**), and secure the Subordinate Loan by placing a subordinate mortgage lien against the Property.

C. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a subordinate mortgage lien against the Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "**control**" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"**Borrower**" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"**Business Day**" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"**Default Notice**" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a Senior Loan Default has occurred under the Senior Loan; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under either of the loans comprising the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"**Person**" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"**Senior Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Senior Note after the date of this Agreement.

"**Senior Loan Default**" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"**Senior Loan Documents**" means the Senior Note, the Senior Security Instrument and all other documents evidencing, securing or otherwise executed and delivered in connection with the Senior Loan.

"**Subordinate Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Agreement" means that certain Developer Loan Agreement by and between the Borrower and the Subordinate Lender governing the loaning of the proceeds of the Subordinate Loan to the Borrower.

"**Subordinate Loan Default**" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"**Subordinate Loan Documents**" means the Subordinate Note, the Subordinate Security Instrument, the Subordinate Loan Agreement and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"**Subordinate Note**" means the Promissory Note, dated December _, 2025, made by the Borrower to the Subordinate Lender, or order, to evidence the Subordinate Loan.

"**Subordinate Security Instrument**" means the Mortgage, Assignment of Leases and Rents, and Security Agreement, dated as of December _, 2025, encumbering the Property as security for the Subordinate Loan, which the Subordinate Lender will cause to be recorded among the applicable land records.

2. Permission to Place Mortgage Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Security Instrument and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the Senior Security Instrument, other than as set forth herein) to secure the Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the

Subordinate Lender in Section 3 are not true and correct on both of those dates, the provisions of the Senior Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower and Subordinate Lender Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) The Borrower makes the following representations and warranties to the Senior Lender:

(1) **Subordinate Note**. The Subordinate Note shall be deemed to contain the following provision:

> "The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the indebtedness evidenced by the Promissory Note dated of even date herewith, in the original principal amount of $7,855,574 (the "Senior Note") executed by KUPFRIAN MANOR, LLC, a Florida limited liability company ("Borrower"), and payable to FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida (the "Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of even date herewith, among the Senior Lender, Borrower and CITY OF PENSACOLA, a municipal corporation duly created and existing under the laws of the State of Florida, its successors and assigns (the "Subordination Agreement"). The Mortgage, Assignment of Leases and Rents, and Security Agreement securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Mortgage and Security Agreement securing the Senior Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage, Assignment of Leases and Rents, and Security Agreement securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the "Subordinate Lender" under the Subordination Agreement."

(2) **Relationship of Borrower to Subordinate Lender and Senior Lender.** The Subordinate Lender is not an Affiliate of the Borrower and Borrower is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(3) **Subordinate Loan Term**. The term of the Subordinate Note does not end before the term of the Senior Note.

(4) **Subordinate Loan Documents**. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(b) The Subordinate Lender makes the following representations and warranties to the Senior Lender:

(1) **Subordinate Note**. The Subordinate Note shall be deemed to contain the following provision:

> "The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the indebtedness evidenced by the Promissory Note dated of even date herewith, in the original principal amount of $7,855,574 (the "Senior Note") executed by KUPFRIAN MANOR, LLC, a Florida limited liability company ("Borrower"), and payable to FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida (the "Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of even date herewith, among the Senior Lender, Borrower and CITY OF PENSACOLA, a municipal corporation duly created and existing under the laws of the State of Florida, its successors and assigns (the "Subordination Agreement"). The Mortgage, Assignment of Leases and Rents, and Security Agreement securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Mortgage and Security Agreement securing the Senior Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage, Assignment of Leases and Rents, and Security Agreement securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the "Subordinate Lender" under the Subordination Agreement."

(2) **Subordinate Loan Term**. The term of the Subordinate Note does not end before the term of the Senior Note.

(3) **Subordinate Loan Documents**. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement.

4. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Security Instrument and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Security Instrument, curing defaults by the Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Security Instrument, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of the advance payment by Subordinate Lender of real estate taxes, casualty insurance premiums or other monetary obligations of the Borrower to protect the Property, the Subordinate Lender, by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, acquires by right of subrogation or otherwise a lien on the Property which would (but for this subsection) be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument, only to the extent of the amount advanced, provided that Subordinate Lender gives Senior Lender prior written notice of its intent to advance sums for real property taxes and/or casualty insurance.

(c) Payments Before Senior Loan Default. Until the Subordinate Lender receives a Default Notice of a Senior Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Security Instrument) without the Senior Lender's prior written consent excluding, however, such sums which were due and owing and received by the Subordinate Lender prior to receipt of said notice or the time it otherwise acquires knowledge of the Senior Loan Default. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other

sums secured by the Subordinate Security Instrument) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the Senior Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the applicable Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4(e), shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the applicable Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five (5) Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by the Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the Senior Security Instrument.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without the Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given the Senior Lender at least 60 days' prior written notice; during such 60 day period, however, the Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to the Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws. Notwithstanding anything to the contrary in this Section 5(b), during such 60 day period, Subordinate Lender shall be entitled to exercise its rights to enforce covenants and agreements of the Borrower relating to income, rent or affordability restrictions.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such Senior Loan Default.

6. Default Under Senior Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five (5) Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within 60 days following the date of such notice; provided, however, that the Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may have up to 90 days from the date of the Default Notice to cure a non-monetary default if during such 90-day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 90-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property.

All amounts paid by the Subordinate Lender to the Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the applicable Subordinate Security Instrument.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has accelerated the maturity of the Senior Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under the Senior Security Instrument to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Security Instrument. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any Senior Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior Lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the applicable Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the Senior Security Instrument and the Subordinate Security Instrument, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of

increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right, after ten (10) business days' notice to Senior Lender, to advance funds to cure Senior Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Security Instrument for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Senior Security Instrument remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender, in its sole capacity as lender, hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the Senior Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) All proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner set forth in the Senior Security Instrument; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under

the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever.

9. Modification or Refinancing of Senior Loan.

In an Event of Default or threatened, imminent default, under the Senior Loan Documents, the Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money, without the prior approval of Subordinate Lender. Subordinate Lender further agrees that its agreement to subordinate hereunder shall not extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing) that has not been previously approved by Subordinate Lender; and that all, after approval, the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two (2) days after mailing in the United States), addressed to the respective parties as follows:

Senior Lender:	Florida Housing Finance Corporation 227 North Bronough Street, Suite 5000 Tallahassee, Florida 32301-1329 Attention: Executive Director Phone: (850) 488-4197
with a copy to:	Nabors, Giblin & Nickerson, P.A. 1500 Mahan Drive, Suite 200 Tallahassee, Florida 32308 Attention: Junious D. Brown III, Esq. Phone: (850) 224-4070 Email: jbrown@ngn-tally.com
Subordinate Lender:	City of Pensacola 222 West Main Street Pensacola, Florida 32502 Attention: City Manager Email:
with a copy to:	City Attorney's Office – City of Pensacola 222 West Main Street Pensacola, Florida 32502 Attention: City Attorney Email:
Borrower:	Kupfrian Manor, LLC c/o Paces Preservation Partners 2730 Cumberland Boulevard SE Smyrna, GA 30080 Attention: Telephone: Email:
with a copy to:	Nelson Mullins Riley & Scarborough LLP 390 N. Orange Avenue, Suite 1400 Orlando, Florida 32801 Attention: David Leon, Esq. Telephone: (407) 669-4276 Email: David.Leon@nelsonmullins.com
with a copy to:	Escambia County Housing Authority 700 South Palafox Street, Suite 310 Pensacola, FL 32502 Attention: Telephone: Email:

with a copy to:	Bryant Miller Olive 255 South Orange Avenue, Suite 1350 Orlando, FL 32801 Attention: Rhonda Bond-Collins, Esq. Telephone: (407) 398-7997 Email: rcollins@bmolaw.com
and a copy to **Borrower's Limited Partner**:	Berkadia Affordable Tax Credit Solutions 4201 Congress Street, Suite 200 Charlotte, NC 28209 Attention: Amanda Ward
with a copy to:	Holland & Knight, LLP 601 SW Second Avenue, Suite 1800 Portland, OR 97204 Attention: Kelly B. Lewis Brandon D. Hughey
Servicer:	AmeriNat® 5130 Sunforest Drive, Suite C Tampa, FL 33634 Attention: Kyle Kuenn Telephone: (813) 282-4800 Email: kkuenn@amerinatls.com

Any party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless

otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Subordinate Lender Executes Solely in Capacity as Lender. Subordinate Lender executes this Agreement solely in its capacity as a lender toward the Property. Nothing contained in this Agreement is intended, nor will it be construed, to in any way restrict, limit or govern the rights of Subordinate Lender under circumstances, including but not limited to (i) when acting in its capacity as a sovereign, (ii) when exercising its governmental powers (including police, regulatory and taxing powers), (iii) when exercising its powers to take by eminent domain, or (iv) when acting in its capacity as an enforcement authority with respect to Borrower or the Property to the same extent as if it were not a party to this Agreement. Therefore, nothing contained herein shall affect Subordinate Lender's ability to lawfully (i) enforce the City of Pensacola Code of Ordinances, (ii) take property and give just compensation for said taking, (iii) to be compensated if the Property is taken by a sovereign other than the City of Pensacola, or (iv) exercise any other rights and powers outside its role of Subordinate Lender.

(e) Further Assurances. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Security Instrument is subordinate to the lien, covenants and conditions of the Senior Security Instrument, or to further evidence the intent of this Agreement.

(f) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(g) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Escambia County, Florida or Leon County, Florida.

(h) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(i) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or an assignment in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Security Instrument; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or an assignment in lieu of

foreclosure of, or the exercise of a power of sale contained in, the Subordinate Security Instrument, but only if such acquisition of title does not violate any of the terms of this Agreement.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

COUNTERPART SIGNATURE PAGE TO SUBORDINATION AGREEMENT

(Kupfrian Manor / CDBG-DR / RFA 2024-305 / 2024-320D)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

Witness:_____
Printed Name:_____
Address: 227 N. Bronough St., Ste. 5000
Tallahassee, Florida 32301
(Business Address)

FLORIDA HOUSING FINANCE CORPORATION

By:_____
David R. Westcott
Managing Director of Federal Loan and Homeowner Programs

Witness:_____
Printed Name:_____
Address: 227 N. Bronough St., Ste. 5000
Tallahassee, Florida 32301
(Business Address)

Address: 227 North Bronough Street
Suite 5000
Tallahassee, Florida 32301

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by DAVID R. WESTCOTT, as Managing Director of Homeowner and Federal Loan Programs of the FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of Florida Housing. Said person is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AGREEMENT

(Kupfrian Manor / CDBG-DR / RFA 2024-305 / 2024-320D)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SUBORDINATE LENDER:

[SEAL]

CITY OF PENSACOLA

By:_____
Name: _____
Title: _____

Witness:_____
Printed Name:_____
Address:_____
_____
(Business Address)

ATTEST:

By: _____
_____, _____

Witness:_____
Printed Name:_____
Address:_____
_____
(Business Address)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of the City of Pensacola, a municipal corporation duly created and existing under the laws of the State of Florida, on behalf of said municipal corporation. Said person is *(check one)* ☐ personally known to me or ☐ has produced a valid driver's license as identification.

[Notary Seal]

_____
Signature of person taking acknowledgment
Name (typed, printed or stamped):_____
Title or Rank:_____
Serial number (if any):_____

COUNTERPART SIGNATURE PAGE TO SUBORDINATION AGREEMENT

(Kupfrian Manor / CDBG-DR / RFA 2024-305 / 2024-320D)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BORROWER:

Witness:_____
Printed Name:_____
Address:_____
_____
(Business Address)

KUPFRIAN MANOR, LLC, a Florida limited liability company

By: _____
Renée Sandell, Vice President

Witness:_____
Printed Name:_____
Address:_____
_____
(Business Address)

Address: 2730 Cumberland Boulevard SE
Smyrna, GA 30080

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by Renée Sandell, as Vice President of Kupfrian Manor, LLC, a Florida limited liability company, on behalf of the company.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

_____
Notary Public, State of Georgia
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

(Kupfrian Manor)

This instrument prepared by:
Charles F. James, IV, Esq.
CLARK PARTINGTON
125 E. Intendencia St., 4th Floor
Pensacola, FL 32502
CP 250951

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SUBORDINATION AGREEMENT

(Kupfrian Manor /CDBG Mortgage)

THIS SUBORDINATION AGREEMENT (this "Agreement") is entered into this ____ day of December, 2025, by and among (i) **UNITED BANK**, an Alabama banking corporation (the "Third Lender"), (ii) **CITY OF PENSACOLA, FLORIDA**, a political subdivision of the State of Florida (the "Fourth Lender"), and (iii) **KUPFRIAN MANOR, LLC, a Florida limited liability company** (the "Borrower").

Recitals

A. Third Lender has made or is making a loan to Borrower in the original principal amount of One Million Dollars ($1,000,000) (the "Third Mortgage Loan") in order to assist in the financing of the Borrower's multifamily housing project located at 1110 W Moreno Street, Pensacola, Florida 32501, more particularly described in the attached Exhibit A (the "Property").

B. The Third Mortgage Loan is or will be secured by a Mortgage, Security Agreement, Financing Statement, and Assignment of Rents, an Assignment of Rents and Leases, and related UCC-1 Financing Statements (collectively, the "Third Mortgage") all against the Property and recorded or to be recorded in public records of Escambia County, Florida (the "Recording Office"). Borrower's obligation to repay the Third Mortgage Loan is evidenced by a Promissory Note dated simultaneously herewith (as amended, the "Third Mortgage Note"). The Third Lender is making the Third Mortgage Loan from Capital Magnet Fund loan funds.

C. Pursuant to the provisions of Title I of the Housing and Urban Development Act of 1974, as amended, Public Law 93-383, and 24 CFR Section 570, as amended, the United States Department of Housing and Urban Development ("HUD") awarded Fourth Lender a Community Development Block Grant ("CDBG" or "CDBG Funds").

D. Fourth Lender has made or is making a subordinate loan from the CDBG Funds received by Fourth Lender from HUD, only if so received and from no other source, up to Seven Hundred Thousand Dollars ($700,000.00) (the "Fourth Mortgage Loan"). The Fourth Mortgage Loan is secured by a Mortgage, Assignment of Leases and Rents, and Security Agreement (the "Fourth Mortgage") all against the Property and recorded or to be recorded in the Recording Office. Borrower's obligation to repay the Fourth Mortgage Loan is evidenced by that certain Promissory Note dated simultaneously herewith (as amended, the "Fourth Mortgage Note").

E. Third Lender, and Fourth Lender hereby establish the relative priorities of the Third Mortgage, and the Fourth Mortgage and the Third Mortgage Loan, and the Fourth Mortgage Loan.

AGREEMENT:

NOW, THEREFORE, in order to induce the Third Lender to make the Third Mortgage Loan to the Borrower, to induce the Fourth Lender to hold and maintain the Fourth Mortgage Loan and to confirm and specify the terms and conditions under which the Fourth Mortgage Loan is subordinate to the Third Mortgage Loan, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Third Lender, Fourth Lender and Borrower hereby agree as follows:

1. **Definitions.**

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the manager partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Third Lender, or the Fourth Lender) who acquires title to the Property after the date of this Agreement.

"Business Day" means any day other than a Saturday, a Sunday, a legal holiday under federal or Florida state law, or a day on which the Third Lender is not open for business.

"Fourth Lender" means the Person named as such in the first paragraph of this Agreement and any other Person who becomes the legal holder of the Fourth Mortgage Note after the date of this Agreement.

"Fourth Mortgage Loan Default" means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Fourth Mortgage Loan Documents to be performed or observed by it, which continues beyond any applicable grace or notice period provided in the Fourth Mortgage Loan Documents for curing the default.

"Fourth Mortgage Loan Documents" means the Fourth Mortgage Note, the Fourth Mortgage and all other documents evidencing, securing or relating to the Fourth Mortgage Loan.

"Land Use Restrictive Covenants" means the documents described in Exhibit B attached hereto.

"Lenders" means, collectively, the Third Lender, and the Fourth Lender (each individually, a "Lender"), and any other Person who becomes the legal holder of the Third Mortgage Note, or the Fourth Mortgage Note after the date of this Agreement.

"Loan Documents" means, collectively, the Third Mortgage Loan Documents, and the Fourth Mortgage Loan Documents.

"Loans" means, collectively, the Third Mortgage Loan, and the Fourth Mortgage Loan (each, a "Loan").

"Mortgages" means, collectively, the Third Mortgage, and the Fourth Mortgage (each, a "Mortgage").

"Person" means an individual, estate, trust, partnership, limited liability company, corporation, governmental department or agency or any other entity which has the legal capacity to own property.

"Third Lender" means the Person named as such in the first paragraph of this Agreement and any other Person who becomes the legal holder of the Third Mortgage Note after the date of this Agreement.

"Third Mortgage Loan Default" means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Third Mortgage Loan Documents to be performed or observed by it, which continues beyond any applicable grace or notice period provided in the Third Mortgage Loan Documents for curing the default.

"Third Mortgage Loan Documents" means the Third Mortgage Note, the Third Mortgage and all other documents evidencing, securing or relating to the Third Mortgage Loan.

2. **Lenders Acknowledge and Consent to Recordation of the Third Mortgage, and the Fourth Mortgage.** The Lenders acknowledge and agree, for themselves and for any other Person who becomes the holder of the Third Mortgage Note or the Fourth Mortgage Note, that notwithstanding any provision to the contrary contained in the Third Mortgage Loan Documents or the Fourth Mortgage Loan Documents, but subject to the provisions of this Agreement, each of the Mortgages may be recorded against the Property to secure the Borrower's obligation to repay each Loan.

3. **Land Use Restrictive Covenants.** All parties hereto acknowledge and agree that the Land Use Restrictive Covenants have been recorded and constitute a lien superior in all respects to that of the Mortgages.

4. **Terms of Subordination.** The Fourth Lender agrees that (a) the indebtedness evidenced by the Fourth Mortgage Loan Documents is hereby subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the indebtedness evidenced by the Third Mortgage Loan Documents; (b) the Fourth Mortgage is hereby subject and subordinate in all respects to the liens, terms, covenants, and conditions of the Third Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the Third Mortgage Loan Documents for the purposes of (i) protecting or further securing the lien of the Third Mortgage, curing defaults by the Borrower under the Third Mortgage Loan Documents, or for any other purpose expressly permitted by the Third Mortgage Loan Documents, or (ii) constructing, renovating, repairing, furnishing, fixturing, or equipping the Property.

5. **Default Under the Loan Documents.**

(a) Notice of Default and Cure Rights. Each Lender agrees to deliver a written notice of each default to the other Lender within five (5) Business Days after it has knowledge of the occurrence of any such default under its Loan Documents for which written notice is given to the Borrower or which would entitle the notifying Lender to accelerate its Loan or foreclose its Mortgage. The other Lender shall have the right, but not the obligation, to cure any such default within the same time period for curing such

default which is given to the Borrower under the applicable Loan Documents, but in all events not less than thirty (30) days after receipt of such notice; provided, however, that if the cure period available to the Borrower under the applicable Loan Documents is less than thirty (30) days, the other Lender shall have the greater of (i) thirty (30) days from receipt of notice to cure or (ii) the cure period available to the Borrower plus fifteen (15) days.

(b) Cross Default. The Borrower agrees, and the Lenders acknowledge, that a Third Mortgage Loan Default and/or a Fourth Mortgage Loan Default (as applicable) shall constitute a default under the other Lender's Loan Documents, and, following any such default and the expiration of any applicable cure periods under Section 5(a), each Lender shall have the right, but not the obligation, to exercise all rights or remedies under its applicable Loan Documents in the same manner as in the case of any other Third Mortgage Loan Default, and/or Fourth Mortgage Loan Default (as applicable). If at any time the Borrower cures any such default to the satisfaction of the applicable Lender, any default under the other Lender's Loan Documents arising from such default shall be deemed cured and such other Loan shall be retroactively reinstated as if such default had never occurred.

6. **Conflict.** The Borrower and the Lenders each agree that, in the event of any conflict or inconsistency between the terms of any Lender's Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control with respect to: (a) the relative priority of the mortgage liens and security interests of the Lenders in and on the Property; (b) the timing of the exercise of remedies by the Lenders under the Loan Documents; (c) the notice requirements, cure rights, and the other rights and obligations which the Lenders have agreed to as expressly provided in this Agreement; and (d) the application and distribution of condemnation awards and casualty insurance proceeds. The Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: (i) extend the Borrower's time to cure any default under any of the Loan Documents, as the case may be; (ii) give the Borrower the right to notice of any such default under any of the Loan Documents, as the case may be, other than that, if any, already provided under the Loan Documents; or (iii) create any other right or benefit for the Borrower as against any Lender.

7. **Rights and Obligations of the Lenders Upon Condemnation or Casualty.**

(a) In the event of (i) a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"), or (ii) the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Third Mortgage remains a lien on the Property, the following provisions shall apply:

(1) The Fourth Lender hereby agrees that its rights (under the Fourth Mortgage Loan Documents) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Third Lender's rights under the Third Mortgage Loan Documents with respect thereto, and the Fourth Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Third Lender; and

(2) All proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Third Mortgage Loan) in the manner determined by the Third Lender in its sole and absolute discretion; provided, however, that if the Third Lender elects to apply such proceeds to payment of the principal of, interest on, and other amounts payable under the Third Mortgage Loan, any proceeds remaining after the satisfaction in full of all obligations under the Third Mortgage Loan Documents (including without limitation all principal, interest, fees, costs, expenses, and

other amounts due, whether matured or unmatured, liquidated or unliquidated, contingent or non-contingent) shall be paid to, and may be applied by, the Fourth Lender in accordance with the applicable provisions of the Fourth Mortgage Loan Documents; provided further, however, that in the event of any disagreement between or among the Third Lender and the Fourth Lender over the application of Casualty or Taking proceeds, the decision of the Third Lender, in its sole and absolute discretion, shall prevail.

8. **Modification of Loan Documents.** The Borrower agrees not to amend or modify in any material respect the Loan Documents of any Lender without the prior written consent of the other Lender, which consent shall not be unreasonably withheld, conditioned, or delayed. Each Lender agrees not to amend or modify its Loan Documents in any material respect without the prior written consent of the other Lender, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that no consent shall be required for amendments or modifications that (i) do not adversely affect the other Lender's rights or security position, (ii) are administrative or ministerial in nature, or (iii) are required by applicable law or regulation.

9. **Default by a Lender.** If any Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by such Lender under this Agreement, the other Lender shall have the right to all available legal and equitable relief.

10. **Intentionally Omitted.**

11. **Notices.** Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to individually as a "notice") which a party is required or permitted to give to another party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered), or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier), (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), or (d) transmitted by telecopier, addressed to the respective parties as follows:

THIRD LENDER:
United Bank
200 E. Nashville Avenue
Atmore, Alabama 36502
Attn: Joseph D. Raines

FOURTH LENDER:
City of Pensacola, Florida
420 West Chase Street
Pensacola, Florida 32502
Attention: Betsy McDonald, Housing Director
Phone: (850) 595-0113
Email: EMcDonald@cityofpensacola.com

BORROWER:
Kupfrian Manor , LLC
c/o The Paces Foundation, Inc.,
2730 Cumberland Blvd. SE

	Smyrna, Georgia 30080, Attn.: President
and a copy to:	Nelson Mullins Riley & Scarborough LLP 390 North Orange Avenue, Suite 1400 Orlando, Florida 32801 Attention: David Leon, Esq. Telephone: (407) 669-4276 Email: David.Leon@nelsonmullins.com
Borrower's Investor Member:	Berkadia Housing Partnership XI 2022 LP Two Liberty Place 50 South 16th Street, Suite 2825 Philadelphia, PA 19102 Attention: Managing Director
with a copy to:	Holland & Knight, LLP, 10 St. James Avenue, 11th Floor Boston, MA 02116 Attention: Sara C. Heskett, Esq. Telephone: (503) 243-5860 Email: sara.heskett@hklaw.com

Any party to this Agreement may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. **General.**

(a) Assignment/Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective legal successors and assigns of the Third Lender, the Fourth Lender and the Borrower.

(b) No Partnership or Joint Venture. The Lenders' permission for the placement of the Mortgages and the Lenders' execution of this Agreement are not to be construed as any Lenders being joint venturers or partners of each other. No party hereto shall hold itself out as a partner, agent, or Affiliate of any other party hereto.

(c) Lender's Consent. Wherever any Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by such party in its sole but reasonable discretion.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be regarded as an original and all of which combined shall constitute but one and the same agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law and Venue. This Agreement shall be governed by the internal laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement

or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Escambia County, Florida.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the Third Mortgage Loan and Fourth Mortgage Loan have been satisfied or released in full.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

THIRD LENDER:

UNITED BANK

By:_____
Name: _____
Title: _____

STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of United Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, s/he, as such officer and with full authority, executed the same voluntarily on behalf of said corporation on the date hereof.

Given under my hand and official seal this _____ day of _____, 2025.

(SEAL)

_____
Notary Public
My Commission Expires: _____

FOURTH LENDER:

ATTEST:

CITY OF PENSACOLA, FLORIDA

By: _____
Name: _____
Title: _____

By: _____
D.C. Reeves, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

_____
City Attorney

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____, as the _____ of City of Pensacola, a municipal corporation of the State of Florida, on behalf of said City.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

(SEAL)

BORROWER:

KUPFRIAN MANOR, LLC,
a Florida limited liability company

By: _____
Renée Sandell, Vice President

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by Renée Sandell, as Vice President of Kupfrian Manor, LLC, a Florida limited liability company, on behalf of the company.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

_____
Notary Public, State of Georgia
Print Name:_____
Commission No.:_____
My Commission Expires:_____

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of ESCAMBIA, State of Florida, and is described as follows:

COMMENCE AT A 1/2" IRON ROD AT THE NORTHWEST CORNER OF LOT 7, BLOCK 42, KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO EAST, ALONG THE NORTH LINE OF SAID BLOCK 42, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF AVERY STREET (55' R/W), FOR A DISTANCE OF 685.00 FEET TO THE CENTERLINE OF "H" STREET (50' R/W) (VACATED O.R. BOOK 1036, PAGE 365); THENCE CONTINUE EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF AVERY STREET (55' R/W), FOR A DISTANCE OF 14.70 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 255.30 FEET; THENCE GO SOUTH, PARALLEL WITH THE SAID CENTERLINE OF "H" STREET, FOR 680.00 FEET TO THE NORTH RIGHT OF WAY LINE OF MORENO STREET (R/W VARIES); THENCE GO WEST, ALONG SAID RIGHT OF WAY LINE, ALSO BEING THE SOUTH LINE OF BLOCK 78, NORTH HILL HIGHLANDS, AS RECORDED IN DEED BOOK 62, PAGE 244, IN AFORESAID PUBLIC RECORDS, FOR A DISTANCE OF 255.30 FEET TO A POINT BEING 14.70 FEET EAST OF THE AFORESAID CENTERLINE OF "H" STREET (50' R/W); THENCE GO NORTH, PARALLEL WITH SAID CENTERLINE OF "H" STREET, A DISTANCE OF 680.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

LAND USE RESTRICTIVE COVENANTS
(To which the Third and Fourth Mortgage are Subordinate)

1. Land Use Restriction Agreement to be executed by and among Borrower, ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as fiscal agent under that certain Funding Loan Agreement described therein, and recorded or to be recorded in the Recording Office prior to the recording of this Subordination Agreement.

2. Land Use Restriction Agreement to be executed by and between Borrower and FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida and recorded or to be recorded in the Recording Office prior to the recording of this Subordination Agreement.

File #: 25-1512 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROJECT MAEVE EXCLUSIVITY AGREEMENT

RECOMMENDATION:

That City Council approve an Exclusivity Agreement for a period of twelve months for Project Maeve at the Port of Pensacola. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, and complete the work consistent with the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Businesses and Innovation.

Project Maeve is a U.S. advanced manufacturing company interested in establishing operations at the Port of Pensacola. In order to ensure project feasibility and financing required, Project Maeve has requested a twleve-month exclusivity agreement with the City of Pensacola for two ground surface areas at the Port (Exhibit A in the agreement).

This exclusivity agreement provides assurance to Project Maeve as they expend their own capital funds for geo-technology, environmental, and project design studies, that the City will not enter into any other prospective agreement with another company for the areas identified until such time that Project Maeve and the City make a decision to move forward, Project Maeve determines their proposed project is not viable, or the terms of the exclusitivity agreement have expired.

Project Maeve, in accordance with F.S. Section 288.075, has provided a request in writing for confidentiality while conducting initial project feasibility studies. Should Project Maeve desire to move forward with the proposed project, the City of Pensacola in accordance with City Council Policy would provide formal notice to City Council that lease negotiations are beginning with Project Maeve including public notification and identification of the company.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director

ATTACHMENTS:

1. 288.075 Confidentiality of Records - F.S.
2. Exclusivity Agreement

PRESENTATION: No

288.075 Confidentiality of records.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Economic development agency" means:

1. The Department of Commerce;

2. Any industrial development authority created in accordance with part III of chapter 159 or by special law;

3. Space Florida created in part II of chapter 331;

4. The public economic development agency of a county or municipality or, if the county or municipality does not have a public economic development agency, the county or municipal officers or employees assigned the duty to promote the general business interests or industrial interests of that county or municipality or the responsibilities related thereto;

5. Any research and development authority created in accordance with part V of chapter 159; or

6. Any private agency, person, partnership, corporation, or business entity when authorized by the state, a municipality, or a county to promote the general business interests or industrial interests of the state or that municipality or county.

(b) "Proprietary confidential business information" means information that is owned or controlled by the corporation, partnership, or person requesting confidentiality under this section; that is intended to be and is treated by the corporation, partnership, or person as private in that the disclosure of the information would cause harm to the business operations of the corporation, partnership, or person; that has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or a private agreement providing that the information may be released to the public; and that is information concerning:

1. Business plans.

2. Internal auditing controls and reports of internal auditors.

3. Reports of external auditors for privately held companies.

(c) "Trade secret" has the same meaning as in s. 688.002.

(2) PLANS, INTENTIONS, AND INTERESTS.—

(a)1. If a private corporation, partnership, or person requests in writing before an economic incentive agreement is signed that an economic development agency maintain the confidentiality of information concerning plans, intentions, or interests of such private corporation, partnership, or person to locate, relocate, or expand any of its business activities in this state, the information is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for 12 months after the date an economic development agency receives a request for confidentiality or until the information is otherwise disclosed, whichever occurs first.

2. An economic development agency may extend the period of confidentiality specified in subparagraph 1. for up to an additional 12 months upon written request from the private corporation, partnership, or person who originally requested confidentiality under this section and upon a finding by the economic development agency that such private corporation, partnership, or person is still actively considering locating, relocating, or expanding its business activities in this state. Such a request for an extension in the period of confidentiality must be received prior to the expiration of any confidentiality originally provided under subparagraph 1.

If a final project order for a signed economic development agreement is issued, then the information will remain confidential and exempt for 180 days after the final project order is issued, until a date specified in the final project order, or until the information is otherwise disclosed, whichever occurs first. However, such period of confidentiality may not extend beyond the period of confidentiality established in subparagraph 1. or subparagraph 2.

(b) A public officer or employee may not enter into a binding agreement with any corporation, partnership, or person who has requested confidentiality of information under this subsection until 90 days after the information is made public unless:

1. The public officer or employee is acting in an official capacity;

2. The agreement does not accrue to the personal benefit of such public officer or employee; and

3. In the professional judgment of the officer or employee, the agreement is necessary to effectuate an economic development project.

(3) TRADE SECRETS.—Trade secrets held by an economic development agency are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(4) PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION.—Proprietary confidential business information held by an economic development agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, until such information is

otherwise publicly available or is no longer treated by the proprietor as proprietary confidential business information.

(5) IDENTIFICATION, ACCOUNT, AND REGISTRATION NUMBERS.—A federal employer identification number, reemployment assistance account number, or Florida sales tax registration number held by an economic development agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(6) ECONOMIC INCENTIVE PROGRAMS.—

(a) The following information held by an economic development agency pursuant to the administration of an economic incentive program for qualified businesses is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for a period not to exceed the duration of the incentive agreement, including an agreement authorizing a tax refund or tax credit, or upon termination of the incentive agreement:

1. The percentage of the business's sales occurring outside this state.

2. An individual employee's personal identifying information that is held as evidence of the achievement or nonachievement of the wage requirements of the tax refund, tax credit, or incentive agreement programs or of the job creation requirements of such programs.

3. The amount of:

a. Taxes on sales, use, and other transactions paid pursuant to chapter 212;

b. Corporate income taxes paid pursuant to chapter 220;

c. Intangible personal property taxes paid pursuant to chapter 199;

d. Insurance premium taxes paid pursuant to chapter 624;

e. Excise taxes paid on documents pursuant to chapter 201;

f. Ad valorem taxes paid, as defined in s. 220.03(1); or

g. State communications services taxes paid pursuant to chapter 202.

However, an economic development agency may disclose in the annual incentives report required under s. 288.0065 the aggregate amount of each tax identified in this subparagraph and paid by all businesses participating in each economic incentive program.

(b) The following information held by an economic development agency relating to a specific business participating in an economic incentive program is no longer confidential or exempt 180 days after a final project order for an economic incentive agreement is

issued, until a date specified in the final project order, or if the information is otherwise disclosed, whichever occurs first:

1. The name of the qualified business.

2. The total number of jobs the business committed to create or retain.

3. The total number of jobs created or retained by the business.

4. Notwithstanding s. 213.053(2), the amount of tax refunds, tax credits, or incentives awarded to, claimed by, or, if applicable, refunded to the state by the business.

5. The anticipated total annual wages of employees the business committed to hire or retain.

(7) LOAN PROGRAMS.—

(a) The following information held by an economic development agency pursuant to its administration of a state or federally funded small business loan program is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

1. Tax returns.

2. Financial information.

3. Credit history information, credit reports, and credit scores.

(b) This subsection does not prohibit the disclosure of information held by an economic development agency pursuant to its administration of a small business loan program in an aggregated and anonymized format.

(c) This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2026, unless reviewed and saved from repeal through reenactment by the Legislature.

(8) PENALTIES.—Any person who is an employee of an economic development agency who violates the provisions of this section commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

EXCLUSIVITY AGREEMENT

THIS EXCLUSIVITY AGREEMENT ("**Agreement**"), dated as of the ____ day of _____ 2025 (the "**Effective Date**"), is entered into between CITY OF PENSACOLA, a Florida municipal corporation ("**City**"), and PROJECT MAEVE AMERICA, INC., a Delaware corporation ("**Project Maeve**"). City and Project Maeve are each a "**Party**," and collectively, the "**Parties**."

RECITALS

WHEREAS, the City is the owner of those certain two areas of land more particularly depicted on the attached **Exhibit A** as "Phase I Reservation" and "Phase 2 Reservation" (collectively, the "**Property**"), which Property is a part of and located within the Port of Pensacola located at or about 700 S. Barracks Street, Pensacola, Florida; and

WHEREAS, Project Maeve is interested in ground leasing the Property to develop and construct a maritime manufacturing operation upon the Property, consisting of at least two buildings of approximately __280,000_ and __100,000__ square feet and related jobs (the "**Project**");

WHEREAS, to facilitate the prospective Project, the Parties intend to work together on a financing application to Triumph Gulf Coast ("**Triumph Application**");

WHEREAS, Project Maeve has requested the Parties enter this Agreement to secure and enable its investment in the diligence and planning required to meaningfully explore the prospective Project; and

WHEREAS, the City finds it desirable and beneficial to enter into this Agreement to enable further exploration of the Project at and about the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exclusivity Period. The "**Exclusivity Period**" shall be that period from the Effective Date through the date that is 12 months after the Effective Date.

2. Obligations. Subject to the terms and conditions of this Agreement and during the Exclusivity Period:

   a. The City:

      i. Shall not lease or sell or enter into any other agreement, arrangement or understanding for the lease or sale of the Property with any person or entity other than Project Maeve, except as otherwise approved in writing by Project Maeve, in its discretion.

ii. Shall engage in good faith discussion and negotiation with Project Maeve regarding the Project and Triumph Application.

iii. Shall use its best, good-faith efforts to prepare, finalize and submit the Triumph Application, in consultation and communication with Project Maeve.

b. Project Maeve:

i. Shall not authorize or permit any of its members, shareholders, affiliates, directors, officers, employees, agents, investment bankers, attorneys, accountants, consultants, advisors and other representatives to, directly or indirectly, solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any other proposals from or to third parties that may constitute, or could reasonably be expected to lead to, an alternative transaction to the Project.

ii. Shall engage in good faith discussion and negotiation with the City regarding the Project and Triumph Application.

iii. Shall, within 14 days following a written request from the City, (i) furnish the City all documents and/or information which the City may deem reasonably necessary or desirable, or which the City may reasonably require, in order to effectively prepare and submit the Triumph Application; (ii) execute any and all applications and any related documents, which the City may deem reasonably necessary or desirable, or which the City may be required, to file with any governmental authority, or other public or private body or person, in order to effectively submit the Triumph Application related to the Project; and (iii) otherwise use its best, good-faith efforts to assist the City in preparing, finalizing and submitting the Triumph Application related to the Project.

iv. Shall deliver to the City (i) 30% design plans for the Project buildings and related improvements within six months following the Effective Date, and (ii) 60% design plans for the Project buildings and related improvements within nine months following the Effective Date.

3. Project Maeve Rights to Enter the Property during the Exclusivity Period. Subject in all respects to the access and security requirements and restrictions at the Port of Pensacola from time to time, Project Maeve, its employees, agents, lenders, investors, and representatives designated by Project Maeve (collectively, "**Agents**"), shall have the right to enter upon the Property for the purpose of inspecting the Property and conducting such physical, economic, environmental, engineering, structural, and other inspections, investigations, surveys and studies of the Property as Project Maeve shall deem necessary or desirable ("**Inspections**"). In conducting the Inspections, Project Maeve agrees to not unreasonably interfere with the business at or use of the Property or the Port of Pensacola. Notwithstanding the foregoing, Project Maeve shall not

conduct any test boring, excavation, drilling, or other invasive test on or of any portion of the Property or any improvements thereon without City's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. Further, Project Maeve shall promptly repair any damage to the Property, any improvements thereon, and any other real or personal property of City or any other person resulting from any activities of Project Maeve or its Agents to the condition that existed immediately prior to such damage. Project Maeve shall indemnify, defend and hold City harmless from and against any and all construction or mechanics liens and all claims, liabilities, injuries and damages to persons or property suffered or incurred by City as a result of such activities or the acts of anyone undertaking such activities for or on behalf of Project Maeve. Nothing in this Agreement shall be construed to impose liability on Project Maeve for claims arising from an environmental condition on or affecting the Property which may be discovered during Project Maeve's Inspections unless such environmental condition was caused by Project Maeve or Project Maeve's representatives. Project Maeve shall deliver all reports, studies, assessments, surveys, title work and other documentation resulting from the Inspections to the City within thirty (30) days after the date of expiration or earlier termination of this Agreement. Project Maeve's obligations under this Section shall survive expiration or termination of this Agreement.

4. Termination of Agreement. Project Maeve shall have the right, at Project Maeve's sole discretion to terminate this Agreement on no less than thirty (30) days' prior written notice to City, and after the effective date of such termination the Parties shall have no further right or obligation under this Agreement except for those that expressly survive termination of this Agreement.

5. Default by Project Maeve. If Project Maeve fails to perform any of its obligations under this Agreement and such failure continues for more than 10 days after written notice from City, then the City, as its sole and exclusive remedy, may terminate this Agreement by written notice to Project Maeve, and the Parties shall thereafter have no further right or obligation under this Agreement except for those that expressly survive termination of this Agreement.

6. Default by City. If City fails to perform any of its obligations under this Agreement and such failure continues for more than 10 days after written notice Project Maeve, then Project Maeve, as its sole and exclusive remedies, shall have the right to either (a) terminate this Agreement by written notice to the City, and the Parties shall thereafter have no further right or obligation under this Agreement except for those that expressly survive termination of this Agreement, or (2) seek injunctive relief to prevent a lease or sale of the Property to a party other than Project Maeve. In no event shall Project Maeve have the right to seek or recover monetary damages from City or its Agents.

7. Notices. Unless specifically stated otherwise in this Agreement, all notices shall be in writing and delivered by one the following methods: (a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier, (c) registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service, or (d) electronic transmission (facsimile or electronic mail) provided that such transmission is completed no later than 5:00 pm on a business day and the original is also sent by personal delivery, overnight delivery or by mail for receipt the next

business day, in the manner previously described, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is complete. The address for the aforesaid notice is as follows:

City: City of Pensacola

Attn: City Administrator
222 West Main Street, 7th Floor
Pensacola, Florida 32502
Telephone: (850) 436-5627

With copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street, 7th Floor
Pensacola, Florida 32502
Email: legal@cityofpensacola.com
Telephone: (850) 435-1615

Project Maeve:

Kean Miller, LLP
Attn: David Whitaker
Email: david.whitaker@keanmiller.com
Telephone: (504) 620 3358

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

9. Time of Essence. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either Party will constitute a material breach of and a non-curable (but waivable) default under this Agreement by the Party so failing to perform.

10. Jurisdiction and Venue. In the event of any litigation arising out of or based upon this Agreement, the Parties hereby irrevocably consent to the personal jurisdiction of the state courts of the State of Florida; irrevocably waive the right to invoke the jurisdiction of any other court, state or federal, and irrevocably agree that venue for such litigation shall be in Escambia County, Florida, which forum the Parties acknowledge and agree is convenient.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

12. Recitals. The recitals on page one of this Agreement are true and correct and are hereby incorporated herein by reference.

13. No Partnership. Nothing herein is or shall be construed to create or imply a partnership, joint venture or other relationship of any kind or nature amongst the Parties.

14. Port Operations. Notwithstanding anything herein to the contrary, during the Exclusivity Period the City may continue to use the Property for Port operations in its ordinary course of business, including, without limitation, short-term cargo storage and other operational uses.

15. Waiver. The failure of either Party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such Party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17. E-Verify. In compliance with the provisions of F.S. 448.095, Project Maeve certifies that both it and any of its subcontractors engaged in the performance of this Agreement, to the extent required by law, 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.

18. Non-Coercion. Project Maeve agrees that, prior to this Agreement being executed, renewed, or extended between the Parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing the City with an affidavit signed by an officer or representative of Project Maeve under penalty of perjury attesting that Project Maeve does not use coercion for labor or services, as those terms are defined in that Section 787.06

19. Florida Public Records Law. The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by the City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Project Maeve shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Project Maeve.

[Signature pages follow.]

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

CITY:

CITY OF PENSACOLA
a Florida municipal corporation

By:
_____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Date signed: _____, 2025

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to content:

_____
Lance Scott, Director, Port of Pensacola

Legal in form and valid as drawn:

_____
City Attorney

Exclusivity Agreement – signature page

PROJECT MAEVE AMERICA, INC., a Delaware corporation

Sign: _____

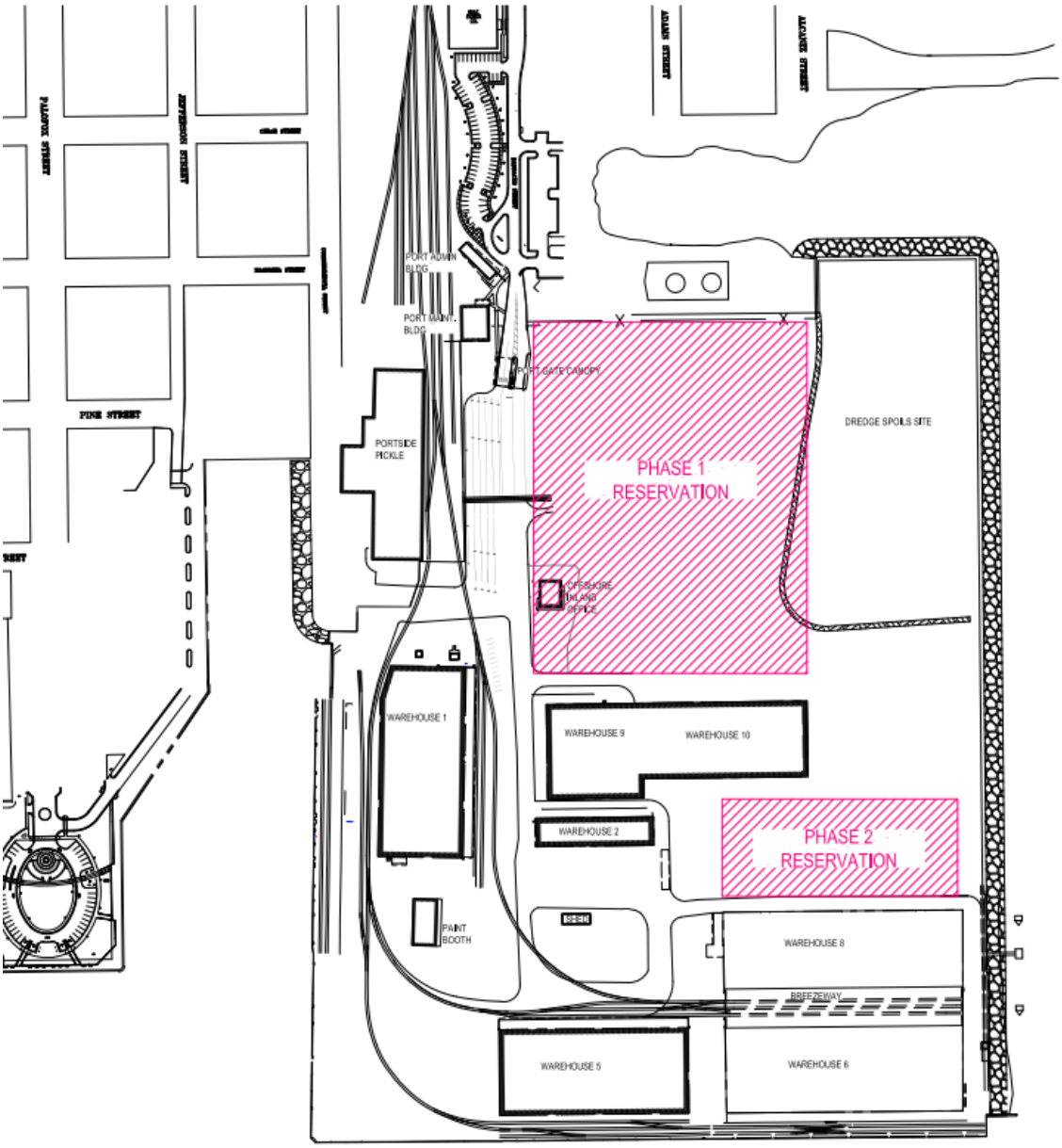
Print: _____

Title: _____

Date signed: _____, 2025

Exclusivity Agreement – signature page

EXHIBIT A


PINE STREET
PORT ADMIN BLDG
PORT MAINT. BLDG
PORTSIDE PICKLE
PHASE 1 RESERVATION
DREDGE SPOILS SITE
WAREHOUSE 1
WAREHOUSE 9
WAREHOUSE 10
WAREHOUSE 2
PHASE 2 RESERVATION
PAINT BOOTH
WAREHOUSE 8
BREEZEWAY
WAREHOUSE 5
WAREHOUSE 6

File #: 25-1376 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPLICATION FOR EXCLUSIVE USE PARKING 801 EAST GREGORY STREET - 8 SPACES LOCATED ALONG THE NORTH SIDE OF EAST DE LEON STREET

RECOMMENDATION:

That City Council approve the exclusive use of 8 parking spaces to be constructed by Homewood Suites on the north side of East De Leon Street adjacent to the property located at 801 East Gregory Street. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer a formal agreement to be negotiated at a later date consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

The request for exclusive use of an additional eight parking spaces on East De Leon Street is to correct a previous staff oversight that unintentionally omitted these spaces from earlier Council actions. These spaces are necessary for the Homewood Suites by Hilton development to meet its required parking obligations. Proposed parking will allow for a larger hotel project to exist, which in turn will create additional City revenue via sales, hospitality, and other tax revenue streams.

PRIOR ACTION:

May 22, 2025 - City Council approved the request for construction and exclusive use of 8 parking spaces along the North side of East De Leon Street.

FUNDING:

N/A

FINANCIAL IMPACT:

Based on an estimated land value of $605.00 per space per year, 8 spaces equals an annual use fee payment to the City of $4,840.00 after construction of parking costs have been reimbursed.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/17/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lissa Dees, Parking & Constituent Services Director

ATTACHMENTS:

1. Permitted Plans
2. City Council Agenda - May 22, 2025

PRESENTATION: No

GENERAL NOTES:

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

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

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

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

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

6. AFTER THE SITE HAS BEEN BROUGHT TO PROPER GRADE FOR PLACEMENT OF TOPSOIL AND IMMEDIATELY PRIOR TO DUMPING AND SPREADING THE TOPSOIL, THE SUBGRADE SHALL BE LOOSENED BY DISKING OR SCARIFYING TO A DEPTH OF 2" TO INSURE BONDING OF THE TOPSOIL AND SODDING.

7. TOPSOIL SHALL NOT BE PLACED IN A MUDDY CONDITION, WHEN THE SUBGRADE IS EXCESSIVELY WET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING AND PROPOSED SODDING.

8. THE TOPSOIL SHALL BE UNIFORMLY DISTRIBUTED TO A MINIMUM COMPACTED DEPTH OF 3".

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

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

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

12. CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN A CODE ENFORCEMENT VIOLATION.

13. DEVELOPER/CONTRACTOR SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE ANY DISTURBED AREAS FOUND IN RETENTION POND AT END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND PRIOR TO REQUEST FOR INSPECTION.

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

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

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

17. CONTRACTOR SHALL NOTIFY SUNSHINE ONE UTILITIES (1-800-432-4770) TWO FULL BUSINESS DAYS IN ADVANCE PRIOR TO DIGGING WITHIN R/W.

18. ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO REQUESTING A FINAL INSPECTION AND ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY.

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

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

21. ALL EXCESS MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER BY THE CONTRACTOR. IF THERE WILL BE TEMPORARY STOCKPILING OF MATERIALS ON THE SITE, THESE AREAS SHOULD CONTAIN EROSION CONTROL BMP'S (e.g. SILT FENCE, HAY BALES, ETC) AS NECESSARY.

22. ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN OFF FROM THE CITY.

23. ALL BUILDING ROOF DRAINS, DOWN SPOUTS OR GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER RUNOFF TO ON-SITE RETENTION BASIN.

24. CONTRACTOR TO COORDINATE WITH LOCAL UTILITY COMPANIES FOR REMOVAL AND RELOCATION OF EXISTING UTILITY POLES, AERIAL LINES, WATER LINES, GAS LINES AND OTHER UTILITIES AS NECESSARY.

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

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

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

28. CONTRACTOR SHALL COMPLY WITH ANY TESTING REQUIRED BY STATE AND LOCAL GOVERNING AGENCIES SUCH AS ASPHALT CORES AND SUB-BASE/BASE COMPACTION TESTING.

29. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY CONFLICTS BETWEEN VENDOR DRAWINGS, EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS.

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

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

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

SIGNAGE:

DEVELOPMENT PARCEL SHALL BE LIMITED TO TWO (2) ACCESSORY SIGNS PER STREET FRONTAGE, ONE (1) FREESTANDING OR ONE (1) PROJECTING, AND ONE (1) ATTACHED WALL SIGN. TOTAL ALLOWABLE SQUARE FOOTAGE OF FREESTANDING OR PROJECTING SIGN SHALL NOT EXCEED ONE HUNDRED (100) SQUARE FEET. THE MAXIMUM HEIGHT OF A PROPOSED FREE STANDING SIGN SHALL BE LIMITED TO TWENTY-FIVE (25) FEET. ONE ATTACHED WALL SIGN OR COMBINATION OF WALL SIGN SHALL NOT EXCEED TEN (10) PERCENT OF THE BUILDING STREET FRONT ELEVATION AND MAY NOT EXCEED TWO HUNDRED (200) SQUARE FEET. THE SIGN MAY BE PLACED ON THE FRONT OR ONE SIDE OF THE BUILDING.

JURISDICTIONAL CONTACTS:

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

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

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

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

FLORIDA DEPARTMENT OF TRANSPORTATION
6025 OLD BAGDAD HIGHWAY
PENSACOLA, FL 32583
PHONE NO.: (850)-981-3000
FAX NO.: (850)-981-2719

PROJECT DIRECTORY:

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

SURVEYOR
PITTMAN, GLAZE AND ASSOCIATES, INC.
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
PHONE NO.: (850)-434-6666
FAX NO.: (850)-434-6661

GEOTECHNICAL ENGINEER
TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FL 32502
PHONE NO.: (850)-462-8774
FAX NO.: (850)-462-8784

ARCHITECT
REESE VANDERBILT & ASSOCIATES, LLC.
600 EMBASSY ROW NE #200
ATLANTA, GA 30328
PHONE NO.: (404)-879-2001 EXT. 107

ENVIRONMENTAL CONSULTANT
BACKRIDGE TREE SERVICE, INC.
14 ROBINWOOD DRIVE SW
FORT WALTON BEACH, FL 32548
PHONE NO.: (850)-240-2829

ECUA Engineering Manual Reference Note*

**note shall be inserted in the upper right corner of title sheet*

** applicable only to ECUA infrastructure to be constructed in public ROW or in utility easement; not to be applied to private water/sewer facilities on private property (see Building Code)*

A. ECUA Engineering Manual Incorporated by Reference

The ECUA Engineering Manual, dated December 18, 2014, along with Update # 1 dated September 1, 2016 (hereinafter "Manual"), located at www.ecua.fl.gov, is hereby incorporated by reference into this Project's official contract documents as if fully set forth therein. It is the Contractor's responsibility to be knowledgeable of the Manual's contents and to construct the Project in accordance with the Manual. The Contractor shall provide its employees access to the Manual at all times, via Project site or office, via digital or paper format. In the event of a conflict between the Manual and Plans, Contractor shall consult Engineer of Record for proper resolution.

B. Additional Documents (to be completed by the Engineer of Record)

Does this Project have additional technical specifications or construction details that supplement and/or supersede the Manual listed above? ☐YES NO**X**. If yes, Contractor shall construct Project in accordance with said documents as listed and located below:

Document Name	Document Type		Location	
	Specification	Detail	Plans	Project Manual*
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

**Project Manuals used only with ECUA CIP Projects*

C. Engineer of Record Responsibilities

The Engineers of Record (EORs) that have affixed their seals and signatures on these plans warrant their portions of the plans have been designed in accordance with the Manual (unless otherwise directed by the ECUA Project Engineer). The EORs shall be knowledgeable of the Manual's contents and shall assume responsibility for its use on this Project.

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF ECUA'S ENGINEERING MANUAL

NO.	DATE	REVISIONS
1	02/07/24	HILTON 50% SUBMISSION
2	09/18/24	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
3	10/02/24	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
4	10/02/24	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

SITE DEVELOPMENT PLANS FOR

HOMEWOOD SUITES

SECTION 08, TOWNSHIP 2 SOUTH, RANGE 29 WEST
CITY OF PENSACOLA, FLORIDA

801 EAST GREGORY STREET
PENSACOLA, FL 32502

OWNER:
CLINTON HERRING JR.
PFLKH LLC.
361 TOWNSHIP AVE, SUITE 200
RIDGELAND, MS 39157
(601) 499-0972

DEVELOPER:
CLINTON HERRING JR.
KERIOTH CORPORATION
361 TOWNSHIP AVE, SUITE 200
RIDGELAND, MS 39157
(601) 499-0972

PROPERTY I.D NO.: 08-2S-29-9025-001-032
ZONING DESIGNATION: GRD
ADJACENT ZONING: GRD
FLU DESIGNATION: R
ADJACENT FLU: R

INDEX OF DRAWINGS:

C1 ~ COVER
C2 ~ EXISTING CONDITIONS
C3 ~ DEMOLITION & EROSION CONTROL PLAN
C4 ~ STORMWATER POLLUTION PREVENTION PLAN
C5 ~ SITE PLAN
C6 ~ GRADING & DRAINAGE PLAN
C7 ~ UNDERGROUND STORMWATER PLAN
C7.1 ~ FRENCH DRAIN PLAN
C8 ~ UTILITY PLAN
C9 ~ FDOT ACCESS PLAN
C10 ~ CONSTRUCTION DETAILS
C11 ~ CONSTRUCTION DETAILS
C12 ~ CONSTRUCTION DETAILS
C13 ~ SC-740 STORMTECH VAULT SYSTEM DETAILS
C14 ~ SC-310 STORMTECH VAULT SYSTEM DETAILS
C15 ~ UTILITY DETAILS
C16 ~ FDOT DETAILS
C17 ~ FDOT DETAILS

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

REVISED OCTOBER 2, 2024

HEI PROJECT #: 23-012

GENERAL NOTES CONTINUED...

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

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

35. SOLID WASTE SHALL BE KEPT IN AN APPROVED DUMPSTER THROUGHOUT CONSTRUCTION ACTIVITIES.

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

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

38. THE CONTRACTOR SHALL FLUSH AND CLEAN ALL STORMWATER PIPES AND STRUCTURES AT END OF CONSTRUCTION AFTER ALL DISTURBED AREAS HAVE BEEN STABILIZED.

39. PLACEMENT OF UNDERGROUND SYSTEMS, IRRIGATION, SEWER, WATER, DRAINAGE, ELECTRICAL, GAS, ETC. SHALL BE COMPLETED PRIOR TO LANDSCAPE INSTALLATION.

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

41. THE CONTRACTOR SHALL ADHERE TO ALL LOCAL, STATE AND FEDERAL AGENCIES RULES CONCERNING SAFETY.

42. CONTRACTOR SHALL PLACE AND MAINTAIN ADEQUATE BARRICADES, CONSTRUCTION SIGNS, FLASHING LIGHTS, TORCHES, RED LANTERNS, AND GUARDS DURING PROGRESS OF CONSTRUCTION WORK AND UNTIL IT IS SAFE FOR BOTH PEDESTRIAN AND VEHICULAR TRAFFIC.

43. CONTRACTOR SHALL INCLUDE IN HIS BID ANY COST ASSOCIATED WITH DE-WATERING AND DE-MUCKING FOR INSTALLATION OF REQUIRED INFRASTRUCTURE (IF APPLICABLE).

44. THE CONTRACTORS MEANS AND METHODS OF GROUNDWATER DE-WATERING SHALL COMPLY WITH ALL REGULATORY REQUIREMENTS FOR THE TEMPORARY DIVERSION OF GROUNDWATER AND ITS DISCHARGE, INCLUDING FAC CHAPTER 62-621.300(2) "GENERIC PERMIT FOR THE DISCHARGE OF PRODUCED GROUNDWATER FROM ANY NON-CONTAMINATED SITE ACTIVITY" (IF APPLICABLE)

45. CONTRACTOR SHALL INCLUDE IN HIS BID ANY COST ASSOCIATED WITH SELECT BACKFILL FOR INSTALLATION OF ANY INFRASTRUCTURE.

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

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

48. IMMEDIATELY FOLLOWING INITAL DISTURBANCE OR ROUGH GRADING, ALL CRITICAL AREAS SUBJECT TO EROSION (i.e. STEEP SLOPES AND ROADWAY EMBANKMENTS) WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AT A THICKNESS OF TWO (2) TO FOUR (4) INCHES MIXED WITH THE TOP TWO (2) INCHES OF SOIL.

49. ANY SLOPES RECEIVING INFRASTRUCTURE INSTALLATION WILL BE BACKFILLED AND STABILIZED DAILY, AS THE INSTALLATION PROCEEDS (i.e. SLOPES GREATER THAN 3:1)

50. SHOULD THE CONTROL OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINKLED UNTIL THE SURFACE IS WET, TEMPORARY VEGETATION COVER SHALL BE ESTABLISHED OR MULCH SHALL BE APPLIED IN ACCORDANCE WITH STANDARDS FOR EROSION CONTROL.

51. ALL SOIL WASHED, DROPPED, SPILLED OR TRACKED OUTSIDE THE LIMITS OF DISTURBANCE OR ONTO PUBLIC RIGHT OF WAY WILL BE REMOVED IMMEDIATELY.

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

53. ALL SOIL STOCKPILES ARE TO BE TEMPORARILY STABILIZED IN ACCORDANCE WITH SOIL EROSION AND SEDIMENT CONTROL NOTE **#48** ABOVE.

54. THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORMWATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES.

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

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

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

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

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

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

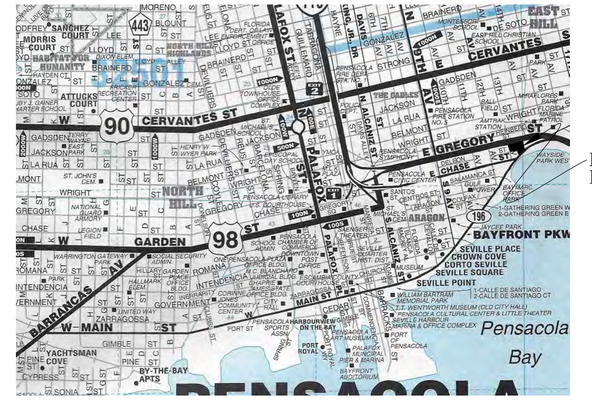
61. RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS.

62. REFER TO BUILDING PLANS FOR ADDITIONAL INFORMATION.

FLOOD ZONE DATA

THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE X, (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT AND .2-PERCENT-ANNUAL-CHANCE FLOODPLAINS. NO BFE'S OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF CITY OF PENSACOLA, FLORIDA, COMMUNITY 120082, FIRM MAP PANEL NUMBER 12033C0390G, MAP REVISION DATED SEPTEMBER 29, 2006.

FLOOD ZONE(S)	NFIP COMMUNITY NUMBER	MAP NUMBER	PANEL NUMBER(S)	SUFFIX	MAP REVISION DATE
X	120082	12033C	0390	G	SEPTEMBER 29, 2006



2000 0 1000 2000 4000

(IN FEET)
22" x 34": 1 inch =2000 ft.
11" x 17": 1 inch = 4000 ft.

VICINITY MAP
GRAPHIC SCALE

SHEET C1

GRAPHIC SCALE

22"x34" SCALE 1 inch = 30 ft.

30 0 15 30 60 120

11"x17" SCALE 1 inch = 60 ft.

STREET ADDRESS: 801 E Gregory Street Pensacola 32502

LEGAL DESCRIPTION: (per title commitment)

PARCEL 2:
Lots 6, 7 and 8 and Fractional Lots 9 and 10, Block 21, New City Tract, of the City of Pensacola, according to the Map of said city copyrighted by Thomas C. Watson in 1906. Less portion taken by State of Florida for Bayfront Parkway.

PARCEL 3:
Lots numbered 1 and 2 in Block 32 of the New City Tract in the City of Pensacola, Escambia County, Florida, according to the Map of said city copyrighted by Thomas C. Watson in 1906.

PARCEL 4:
Lot 3 in Block 32 of the New City Tract, City of Pensacola, Escambia County, Florida, according to the Map of the City of Pensacola copyrighted Thomas C. Watson in 1906.

PARCEL 5:
Lot 9 and 10 in Block 32 of the New City Tract, in the City of Pensacola, Escambia County, Florida, according to Map of said city copyrighted by Thomas C. Watson in 1906.
AND ALSO
The West 20 feet of that certain Parcel or Lot of land 80 feet front on the Bay of Pensacola by 130 feet in depth and which Lot of land adjoins the West the former residence of Eugene Garcia and being a portion of the Gabriel Rivas Tract of land, the property herein conveyed being the identical Lot of land conveyed and sold on the 7th day of May, 1878, by A.V. Caro and his wife, Nancy L. Caro, to Elena Camporeo and recorded on the 10th day of May, 1878 in record Deed Book "V" at Pages 670 and 671, in the records of County, of Escambia, Florida. Being the same property described in that certain Deed recorded in Book 35 at Page 249, of the records of Escambia County, Florida. Being the same property described in that certain Deed recorded in Deed Book 52, at Page 370 of Escambia County, Florida.
AND ALSO
All Seller's right, title and interest in the East 190 feet of the vacated right-of-way of Deleon Street, South of and contiguous to the above described real property (the conveyance of any part of the former right-of-way of Deleon Street is without warranties by the seller.)
Less and Except:
The West 80 feet of 14th Avenue between Gregory Street and Pensacola Bay, as per Map of Pensacola, Copyrighted by Thomas C. Watson, less and except the West 20 feet of the North 156 feet and also,
LESS and EXCEPT:
That part of the above described property lying Northerly of and within 70 feet of the survey line of a State Road, Section 48006-2501 and lying Southerly of said survey line, said survey line to be described as follows: Commence on the Southerly extension of the West line of Block 21 of the New City Tract of the City of Pensacola, as per Map of said city, copyrighted by Thomas C. Watson in 1906 at a point 68.88 feet South 10 degrees 28 minutes 54 seconds East of the Southeast corner of said Block 21, said point being on a curve concave Southerly, having a radius of 1145.92 feet; thence from a tangent bearing of North 45 degrees 18 minutes 26 seconds East run Northeasterly 477.33 feet along said curve through a central angle of 23 degrees 51 minutes 59 seconds to the end of curve; thence North 69 degrees 08 minutes 26 seconds East 100.0 feet to the end of survey line herein described; thence for the purpose of reference only, run South 69 degrees 08 minutes 26 seconds West 149.68 feet to the Southerly extension of the East line of Block 32 of said New City Tract at a point 102.55 feet South 10 degrees 24 minutes 24 seconds East of the Southeast corner of said Block 32.

PARCEL 6:
The North Half of Lots 4 and 5, Block 32, New City Tract, in the City of Pensacola, according to Map of said city copyrighted in 1906 by Thomas C. Watson.
AND
Lots 6, 7 and 8, Block 32, New City Tract, in the City of Pensacola, Escambia County, Florida, according to Map of said city, copyrighted by Thomas C. Watson in 1906.
AND
The South One-Half of Lots 4 and 5, Block 32, New City Tract in the City of Pensacola, according to a Map of said city copyrighted by Thomas C. Watson in 1906.
All of the above being more particularly described as follows:
Begin at the Northwest corner of Block 32, New City Tract, in the City of Pensacola, according to the map of said city copyrighted by Thomas C. Watson in 1906. Said point also being the intersection of the South right-of-way line of Gregory Street (80 foot right of way), and the East right-of-way line of 13th Avenue (100 foot right of way); thence run North 90 degrees 00 minutes 00 seconds East along the South right-of-way line of said Gregory Street a distance of 389.75 feet to the Northeast corner of said Block 32; thence continue North 90 degrees 00 minutes 00 seconds East along an Easterly extension of said South right-of-way line a distance of 20.00 feet; thence run South 00 degrees 00 minutes 00 seconds West a distance of 156.00 feet; thence run North 90 degrees 00 minutes 00 seconds West a distance of 20.00 feet to a point on the West right-of-way line of 14th Avenue (right of way width varies); thence run South 00 degree 54 minutes 08 seconds West along said West right-of-way line a distance of 48.64 feet to the intersection of said West right-of-way line and the Northerly right-of-way line of Bayfront Parkway (right of way width varies); thence run South 89 degrees 31 minutes 13 seconds West along said Northerly right-of-way line a distance of 61.13 feet; thence run South 14 degrees 41 minutes 08 seconds East along said Northerly right-of-way line a distance of 17.69 feet to a point of intersection with a curve, said curve being concave to the Southeast and having a radius of 1195.92 feet; thence run Southwesterly along the arc of said curved Northerly right-of-way line a distance of 97.03 feet (delta angle= 04 degrees 38 minutes 55 seconds, chord bearing= South 72 degrees 36 minutes 54 seconds West, chord distance= 97.00 feet) to a point of intersection; thence run South 77 degrees 12 minutes 57 seconds West along said Northerly right-of-way line a distance of 41.62 feet; thence departing said Northerly right-of-way line run North 00 degrees 25 minutes 11 seconds East a distance of 104.45 feet to a point on the South line of said Block 32, also being the North right-of-way line of De Leon Street (50 foot right of way); thence run North 90 degrees 00 minutes 00 seconds West along said North right-of-way line of De Leon Street, and South line of Block 32 a distance of 199.95 feet to the Southwest corner of said Block 32, also being the intersection of said North right-of-way line of De Leon Street, and the East right-of-way line of said 13th Avenue; thence run North 00 degrees 00 minutes 00 seconds East along the West line of said Block 32, and the East right-of-way line of said 13th Avenue a distance of 156.00 feet to the Point of Beginning.
All lying and being in Escambia County, Florida.

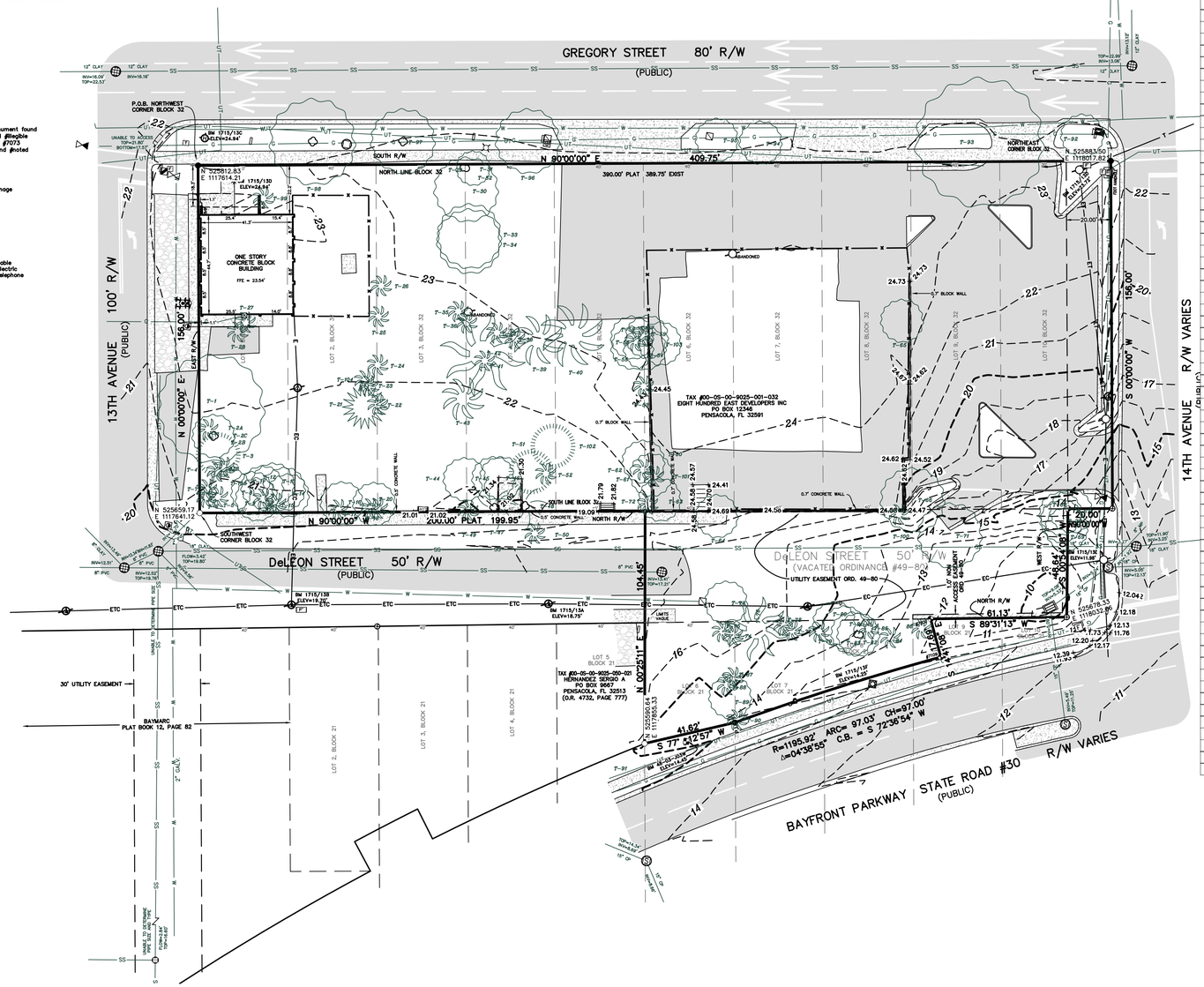
FLOOD STATEMENT:
I hereby certify that the subject property is located in Flood Zone "X", areas determined to be outside the 0.2% annual chance floodplain and is not in a Special Flood Hazard Area as determined by Federal Emergency Management Agency (FEMA). Reference Community Panel Number 12033C0390D Effective September 29, 2006.

BENCHMARKS:
48-03-JO3HV - A concrete monument with brass disk stamped "48-03-JO3HV", located in the north right of way of Bayfront Parkway 230'+/- west of centerline of 14th Avenue.
Elevation = 14.45
1715/13A - A railroad spike in the north side of a power pole located in the south right of way of DeLeon Street and 200'+/- east of 13th Avenue.
Elevation = 18.73
1715/13B - A 60d nail in the north side of a power pole located in the south right of way of DeLeon Street and 80+/- east of 13th Avenue.
Elevation = 19.70
1715/13C - An 'X' in the north bonnet bolt of a fire hydrant located at the southeast corner of the intersection of 13th Avenue and Gregory Street.
Elevation = 24.94
1715/13D - A railroad spike in the north side of a light pole located at the southwest corner of the intersection of 14th Avenue and Gregory Street.
Elevation = 23.72
1713/13E - An 'X' in the most southerly side o curb inlet located in the west right of way of 14th Avenue and north of Bayfront Parkway.
Elevation = 11.98
1713/13F - An 'X' in the most north side of concrete base for light pole located 150+/- west of centerline 14th Avenue and in the north right of way of Bayfront Parkway.
Elevation = 14.25

1. This survey does not reflect or determine ownership.
2. This survey is based on Westcor Land Title Insurance Company American Land Title Association Commitment, Plant File #19-5060, Agent File#19050820, Effective Date: May 16, 2020.
3. This survey is subject to setbacks, easements, and restrictions of record.
4. To assure the contractor is on the same vertical and horizontal datum as this survey, it is strongly recommended that vertical checks be made between two benchmarks and that horizontal checks be made between three control points or property corners.
5. Sub-surface improvements, if any, not located.
6. Due to current safety regulations, we are unable to access any sewer manholes and/or structures in order to verify pipe size or material. Pipe size and material has been shown as per plans or by approximate measurements. It is strongly recommended that size and material are verified before any design work begins.
7. Coordinates shown are State Plane Coordinates referenced to N.A.D. 83 datum, 2011 adjustment, Florida North Zone and expressed in U.S. survey feet.
8. Coordinates are derived by using the Trimble and Florida Department of Transportation continuously operating reference station (CORS) network.
9. There is no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
10. No proposed changes in street right of way lines were made available to the surveyor by the controlling jurisdiction. No evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
11. No plottable offsite easement or servitudes were disclosed in documents provided to the surveyor.
12. No zoning report or letter was furnished to the surveyor.
13. No markers were observed for field delineation of wetlands conducted by a qualified specialist hired by the client.
14. The underground utilities shown have been located using information from plans and markings combined with observed evidence. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary. The surveyor does not certify that the underground utilities shown comprise all such utilities or that they are the exact size, material or location as indicated.

LEGEND:

BM	Benchmark
ELEV	Elevation
FFE	Finished floor elevation
P.C.	Point of curvature
P.T.	Point of tangency
R/W	Right of way
R	Radius
ARC	Arc distance
CH	Chord distance
C.B.	Chord bearing
Δ	Delta
CP	Concrete pipe
CPP	Corrugated plastic pipe
MET	Metal pipe
PLAS	Plastic pipe
PVC	Poly vinyl chloride
	4"x4" FDOT Concrete monument found
	1" Capped iron pipe found illegible
	1/2" Capped iron rod set #7073
	1/2" Capped iron rod found #noted
	Hole in concrete
	1" iron pipe found
	1/2" iron rod found
	"X" cut in concrete
	Equipment manhole
	Fiber optic equipment/signage
	Fire hydrant
	Gas line marker
	Gas meter
	Gas valve
	Ground light
	Guard post
	Hose bib
	Light pole
	Light pole with base
	Piling
	Power pole
	Power pole underground cable
	Power pole underground electric
	Power pole underground telephone
	Power pole – cut off
	Road sign
	Sanitary manhole
	Sewer cleanout
8.34	Spot elevation
	Sprinkler control valve
	Storm inlet
	Storm manhole
	Telephone equipment
	Telephone line marker
	Water line marker
	Water meter
	Water valve
	Anchor line
	Buried telephone line
	Cable line
	Contour line
	Electric line
	Fence – chain link
	Fence – wood
	Gas line
	Sanitary sewer line
	Storm sewer line
	Telephone line
	Water line
	Cedar tree
	Chinaberry tree
	Crepe myrtle
	Miscellaneous
	Oak
	Palm
	Pecan



TREE TABLE

Point	Type Tree	Diameter in Inches	1/2 Spread in Feet
315	Oak	39	30
643	Oak	19	15
644	Palm	19	15
645	Palm	24	15
646	Oak	24 Twin	20
647	Oak	18	20
648	Oak	13	20
649	Palm	18	15
696	Pecan	21	20
697	Palm	15	15
698	Palm	17	10
705	Palm	17	10
706	Oak	23	30
707	Palm	14	10
720	Palm	21	15
756	Oak	22	25
763	Palm	18	10
817	Palm	22	15
818	Cedar	24 Cluster	10
841	Cedar	23 Cluster	10
842	Palm	21	15
843	Oak	13	15
844	Palm	17	15
845	Oak	23	25
846	Palm	22	15
873	Palm	22	15
874	Miscellaneous	19	25
875	Palm	22	10
876	Palm	19	15
884	Oak	11	15
890	Palm	15	15
891	Oak	11	10
892	Palm	13	15
893	Palm	19	20
894	Palm	13	10
895	Oak	14	10
896	Palm	19	15
897	Palm	18	15
898	Palm	20	15
899	Palm	16	15
900	Palm	27	20
901	Palm	19	20
903	Palm	18	10
904	Palm	29	15
905	Palm	12	15
906	Palm	19	15
907	Pecan	42	15
912	Oak	19	20
913	Palm	27	20
914	Palm	15	10
915	Palm	19	15
916	Palm	13	10
917	Chinaberry	23	30
919	Palm	11	10
923	Oak	37	25
924	Oak	48 Quad	30
925	Palm	21	10
926	Miscellaneous	24	25
927	Palm	24	15
928	Palm	19	15
929	Palm	23	15
930	Oak	12	20
931	Palm	22	15
932	Palm	27	20
933	Oak	47	25
955	Palm	18	15
1101	Palm	15	15
1102	Crepe Myrtle	29 Cluster	15
1103	Crepe Myrtle	29 Cluster	15
1108	Oak	42	35
1114	Oak	32 Twin	25
1115	Oak	13	15
1116	Oak	15	15
1117	Oak	19	20
1118	Oak	16	20
1119	Oak	21	20
1120	Oak	19	25
1152	Crepe Myrtle	25 Cluster	15
1153	Crepe Myrtle	21	15

NO.	DATE	REVISIONS
		HILTON 50% SUBMISSION
1	02/07/2024	
2	09/18/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
3	10/02/2024	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
4	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

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TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
EXISTING CONDITIONS
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 05/25/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

PROJECT NO: 23-012

SHEET: C2

GRAPHIC SCALE

22"x34" SCALE 1 inch = 20 ft.

20 0 10 20 40 80

11"x17" SCALE 1 inch = 40 ft.

CONTRACTOR EROSION CONTROL REQUIREMENTS:

- CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE REQUIRED FDEP NPDES PERMIT PRIOR TO LAND DISTURBANCE.
- THE CONTRACTOR MUST HAVE TECHNICAL EXPERTISE IN EROSION PREVENTION AND SEDIMENT CONTROL. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN EROSION CONTROL METHODS THAT PREVENT ANY VIOLATION OF THE NPDES PROGRAM.

TREE REMOVAL TABLE NOTE:

- PLEASE REFERENCE LANDSCAPE PLANS SHT LP100 FOR TREE REMOVAL TABLE

LEGEND:

- DENOTES EXISTING ASPHALT
- DENOTES EXISTING ASPHALT TO BE REMOVED
- DENOTES DELEON STREET ASPHALT TO BE MILLED 1.5"
- DENOTES EXISTING CONCRETE
- DENOTES EXISTING CONCRETE TO BE REMOVED
- DENOTES EXISTING GRAVEL
- DENOTES EXISTING GRAVEL TO BE REMOVED
- DENOTES EXISTING WATER LINE
- DENOTES EXISTING STORM PIPE
- DENOTES EXISTING CHAIN LINK FENCE
- DENOTES EXISTING WIRE FENCE
- DENOTES EXISTING OVERHEAD UTILITIES
- DENOTES EXISTING STORMWATER MANHOLE
- DENOTES EXISTING SANITARY SEWER MANHOLE
- DENOTES EXISTING CONTOUR
- DENOTES PROPOSED SILT FENCE
- DENOTES PROPOSED TREE PROTECTION BARRIER
- DENOTES EXISTING WATER LINE TO BE REMOVED
- DENOTES EXISTING CONCRETE TO BE UTILIZED AS A CONSTRUCTION ENTRANCE
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING GUY WIRE
- DENOTES EXISTING BACKFLOW PREVENTER
- DENOTES EXISTING WATER METER
- DENOTES EXISTING TREES TO BE REMOVED
- DENOTES EXISTING TREE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES PROPOSED HAY BALE EROSION CONTROL PROTECTION

DEMOLITION/EROSION CONTROL NOTES

1. WHERE ASPHALT/CONCRETE TO BE REMOVED EXTENDS PAST PROPERTY LINE, CONTRACTOR TO COORDINATE PROPOSED REMOVAL WITH ADJACENT PROPERTY OWNER TO ASSURE HE/SHE DESIRES MISCELLANEOUS IMPERVIOUS SURFACE TO BE REMOVED.
2. WHERE EXISTING ASPHALT/CONCRETE IS BEING REMOVED ON PROPERTY LINE, REMOVAL SHALL BEGIN AT THE PROPERTY LINE AND WORK TOWARDS THE INTERIOR OF THE PROPERTY. INITIALLY, A 3'± STRIP OF EXISTING ASPHALT/CONC. SHALL BE REMOVED NEXT TO THE PROPERTY LINE TO ALLOW FOR INSTALLATION OF PROPOSED EROSION CONTROL BMP'S.
3. IT IS UNDERSTOOD THAT WHERE SILT FENCING IS ILLUSTRATED ON EXISTING ASPHALT/CONC. THAT THE EXISTING ASPHALT/CONC. SHALL BE REMOVED IN THAT IMMEDIATE AREA PRIOR TO INSTALLATION OF BMP.
4. THE EROSION AND SEDIMENT CONTROLS ARE PERFORMANCE ORIENTED. THAT IS, THE MEASURES USED AT A CONSTRUCTION SITE MUST BE EFFECTIVE IN CONTROLLING EROSION AND PREVENTING OFF-SITE SEDIMENTATION FOR THE SITE TO BE IN COMPLIANCE. FOLLOWING AN APPROVED PLAN AND INSTALLING THE CONTROL MEASURES MAY NOT BE ENOUGH FOR A SITE TO BE IN COMPLIANCE WITH THE RULES. IF EROSION AND OFF-SITE SEDIMENTATION OCCUR, THE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING ADDITIONAL MEASURES TO CORRECT ANY PROBLEM ASSOCIATED WITH COMPLIANCE OF THE NPDES PERMIT OR ANY OTHER PERMIT REQUIRED FOR THE SITE CONSTRUCTION. THE CONTRACTOR WILL ALSO BE COMPLETELY RESPONSIBLE FOR ANY FINES LEVIED BY ANY GOVERNING AGENCY ON THE PROJECT DURING CONSTRUCTION.
5. EROSION CONTROL MEASURES SHOWN ARE MINIMUM REQUIREMENTS ONLY. CONTRACTOR SHALL REINFORCE AND/OR ADD ADDITIONAL MEASURES AS CONDITIONS WARRANT AND/OR AS DIRECTED BY THE PROPER REGULATORY AUTHORITIES.
6. ON SITES > 1 ACRE, IF > 1 CONTIGUOUS ACRE IS DECLARED, A GROUND COVER SUFFICIENT TO PREVENT EROSION SHOULD BE PLANTED OR OTHERWISE STABILIZED WITHIN 10 WORKING DAYS ON THE PORTION OF THE SITE UPON WHICH FURTHER ACTIVE CONSTRUCTION WILL NOT BE UNDERTAKEN WITHIN 90 DAYS.
7. TO COMPLY WITH NPDES REQUIRMENTS, EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/2" RAINFALL EVENT OR AT LEAST WEEKLY. THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS; INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP.
8. TREE PROTECTION BARRICADES SHALL BE INSTALLED PRIOR TO ANY SITE DISTURBANCE AND EARTH MOVING IMPACTS (i.e. ROOT RAKING, TRENCHING, GRADING, ETC.) SHOULD TAKE PLACE OUTSIDE OF THE PROTECTION BARRICADE.
9. THERE SHALL BE NO TEMPORARY ROCK CONSTRUCTION ENTRANCES ON FDOT ROADWAYS. CONTRACTOR TO OBTAIN A TEMPORARY DRIVEWAY PERMIT TO ACCESS THE SITE.

DEWATERING NOTES:

1. DEWATERING IS EXPECTED TO OCCUR AS PART OF THE OVERALL CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT.
2. UNFILTERED DEWATERING IS NOT PERMITTED. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING ALL DEWATERING OPERATIONS TO MINIMIZE SEDIMENT TRANSFER.
3. COVERAGE UNDER THE GENERIC PERMIT FOR DISCHARGE OF GROUND WATER FROM DEWATERING OPERATIONS (FDEP DOCUMENT 62-621.300(2)(a)) SHALL BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PRIOR TO ANY DEWATERING OPERATIONS OCCURRING. THE TERMS AND CONDITIONS OF THIS PERMIT SHALL BE COMPLIED WITH FOR THE DURATION OF DEWATERING OPERATIONS.
4. CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH SEC. 40A-2.061 F.A.C.; GENERAL WATER USE PERMITS BY RULE. DEWATERING OPERATIONS MAY BE GOVERNED BY THE REGULATIONS SPECIFIED IN THE F.A.C. AND THE WATER USE PERMIT APPLICANT'S HANDBOOK, LATEST EDITION.
5. CONTRACTOR SHALL MITIGATE ANY HARM CAUSED BY THE PERMITTED WITHDRAWALS OR DIVERSIONS OF GROUNDWATER ON LEGAL WATER USES, OFFSITE LAND USE, AND WATER RESOURCES & ASSOCIATED ENVIRONMENTAL FEATURES WHICH EXISTED AT THE TIME OF PERMIT APPLICATION. THE DISTRICT RESERVES THE RIGHT TO CURTAIL PERMITTED WITHDRAWAL AND DIVERSION RATES IF THE WITHDRAWAL OR DIVERSION CAUSES HARM TO LEGAL USES OF WATER, OFFSITE LAND USE, OR WATER RESOURCES AND ASSOCIATED ENVIRONMENTAL FEATURES THAT EXISTED AT THE TIME OF PERMIT APPLICATION.
6. A DETAILED DEWATERING PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO COMMENCEMENT OF PUMP OPERATIONS.

GREGORY STREET 80' R/W
SR 30 (PUBLIC)

13TH AVENUE 100' R/W (PUBLIC)

DeLEON STREET 50' R/W (PUBLIC)

14TH AVENUE R/W VARIES (PUBLIC)

BAYFRONT PARKWAY STATE ROAD #196 R/W VARIES (PUBLIC)

EXISTING CONCRETE TO BE REMOVED TO THE NEAREST JOINT

EXISTING SITE BENCHMARK (BM 1715/130) TO BE REMOVED

EXISTING WATER LINE TO BE CUT/CAPPED @ EXISTING 6" WATER MAIN

CONSTRUCT TEMPORARY ROCK CONSTRUCTION ENTRANCE FOLLOWING EXISTING BUILDING DEMOLITION

INSTALL, AND MAINTAIN IN GOOD WORKING ORDER, TREE PROTECTION BARRIER AROUND EXISTING TREES TO REMAIN WITHIN LIMITS OF CONSTRUCTION SEE DETAIL SHT C10

EXISTING CONCRETE DRIVEWAY & CURB TO BE REMOVED TO THE NEAREST JOINT–TYPICAL

SR 30 SOUTH R/W LINE

EXISTING FENCE TO BE REMOVED

BM 1715/130 ELEV=24.94'

EXISTING CONCRETE DRIVEWAY TO BE UTILIZED AS A CONSTRUCTION ENTRANCE DURING PHASE I SITE DEMOLITION

EXISTING CONCRETE TO BE REMOVED FOLLOWING EXISTING BUILDING DEMOLITION

EXISTING ONE STORY CONCRETE BLOCK BUILDING TO BE REMOVED FFE = 23.54'

EXISTING LIGHT POLE TO BE REMOVED

EXISTING BACKFLOW PREVENTER & POSTS TO BE REMOVED

EXISTING GAS METER & EXISTING GAS LINE TO BE REMOVED EXISTING GAS LINE TO BE CUT & CAPPED

EXISTING SEWER CLEANOUT TO BE REMOVED

INSTALL, AND MAINTAIN IN GOOD WORKING ORDER, TREE PROTECTION BARRIER AROUND EXISTING TREE (T–1) WHERE ILLUSTRATED SEE DETAIL SHT C10

EXISTING DELEON STREET ASPHALT TO BE MILLED 1.5" & RESURFACED

!!REFERENCE DEWATERING NOTES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES!!

EXISTING SANITARY SEWER LINE & SEWER CLEANOUT TO BE REMOVED

PORTION OF EXISTING ASPHALT TO BE REMOVED/REPLACED TO FACILITATE REMOVAL OF EXISTING SEWER LINE + INSTALLATION OF PROPOSED 6" WATER LINE SEE SHT C8 FOR MORE INFO

EXISTING SIGN TO BE RELOCATED SEE SHT C5 FOR NEW LOCATION

PROTECT EXISTING SANITARY SEWER MANHOLE THROUGHOUT CONSTRUCTION

EXISTING ASPHALT TO BE REMOVED/REPLACED TO FACILITATE REMOVAL OF EXISTING WATER LINE + INSTALLATION OF PROPOSED 6" WATER LINE WHERE ILLUSTRATED SEE SHT C8 FOR MORE INFO

EXISTING CONCRETE TO BE REMOVED/REPLACED TO FACILITATE REMOVAL OF EXISTING WATER LINE + INSTALLATION OF PROPOSED 6" WATER LINE WHERE ILLUSTRATED SEE SHT C8 FOR MORE INFO

EXISTING 2" WATER LINE TO BE REMOVED

PROTECT EXISTING WATER SERVICES THROUGHOUT EXISTING 2" WATER LINE REMOVAL–TYP.

EXISTING WATER METER TO BE REMOVED

MAINTAIN EXISTING WATER SERVICES DURING WATER LINE UPGRADE. ALL EXISTING SERVICES SHALL BE RE–ESTABLISHED ON NEW 6" LINE

INSTALL 1,300 LF± TYPE IV SILT FENCE W/HAY BALES SEE DETAIL SHT C10

EXISTING LIGHT POLE TO BE REMOVED

PROTECT EXISTING UTILITY POLE

EXISTING ASPHALT + CURB TO BE REMOVED/REPLACED AS NECESSARY TO FACILITATE PROPOSED 6" PVC WATER LINE INSTALLATION SEE SHT C8 FOR MORE INFO

EXISTING CONCRETE TO BE REMOVED/REPLACED @ THE NEAREST JOINT TO FACILITATE PROPOSED 6" PVC WATER LINE INSTALLATION SEE SHT C8 FOR MORE INFO

EXISTING CURB & GUTTER TO BE REMOVED TO THE NEAREST JOINT

811 Know what's below Call before you dig

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

2" CALL

NO.	DATE	REVISIONS
1	02/07/2024	HILTON 50% SUBMISSION
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SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
DEMOLITION & EROSION CONTROL PLAN
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 06/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

PROJECT NO: 23-012

SHEET: C3

Site Description

The proposed Homewood Suites project is located at 801 East Gregory Street and within the limits of the City of Pensacola, Florida.

The project consists of the construction of a hotel development and associated infrastructure. The project parcel is 1.79 acres and currently stands developed with asphalt driveways, an existing building, asphalt parking lot, and concrete curbing onsite. All onsite improvements shall be removed. The site slopes primarily from north to south across the property and directs the majority of stormwater runoff towards an existing FDOT conveyance system in the Bayfront Parkway right of way. Following construction, all stormwater runoff generated from the proposed improvements will be collected via drainage inlets and conveyed in an underground stormwater pipe system to the proposed onsite stormwater management system (SMS). The SMS includes a positive discharge that will release runoff into the existing underground conveyance system located in the Bayfront Parkway right of way during heavier rainfall events. The proposed SMS will retain all stormwater generated by rainfall events up to and including a 100 year storm. Stormwater runoff discharge from the site during construction activities is expected. The expected latitude and longitude of the discharge point are 30°25'04.03" N & 87°11'54.09" W.

The proposed improvements include the construction of a 6-story hotel as well as the required infrastructure of a 33,000 sf± concrete sidewalk/parking area, potable water & sanitary sewer connections, etc.

According to a the USDA SCS maps, the predominant soil types found on-site consist of #16 Arents-Urban land complex and #19 Foxworth sand, 0 to 5 percent slopes. Groundwater is not expected to be encountered or adversely impact the development of this property.

Erosion and Sedimentation Controls

Erosion and sedimentation from the construction site shall be controlled at all times using Best Management Practices (BPMs). Perimeter controls shall be installed prior to clearing activities or any construction activity that disturbs soils. Installation of those controls may be staged to correspond with the clearing and construction schedule. Immediate after clearing activities appropriate controls shall be installed to limit and minimize the velocity of stormwater runoff over unprotected soils. Temporary BPMs shall be used as necessary inside the the perimeter controls as the construction progresses. Perimeter controls shall be actively maintained until final stabilization of those portions of the site uphill of the perimeter controls. Temporary controls shall be removed when stabilization is achieved or when necessary for the next stage of construction. Controls shall be consistent with the performance standards for erosion and sedimentation control as set forth in Section 62-40.432 F.A.C.

Stabilization and Structural Practices

Stabilization practices may include, but not limited to, temporary seeding, mulching, geotextiles, permanent sod and preservation of existing vegetation. Preservation of the existing vegetation should always be the first choice BMP. Where disturbed soils are to remain for extended periods, temporary seeding should be considered prior to final sod stabilization. A record shall be maintained of the dates when major grandy activities occur, when construction activities temporarily or permanently cease on a portion of the site and when stabilization measures are initiated. Stabilization measures shall be initiated as soon as practicable, but in no case more than 14 days, in those areas of the site where construction activities have temporarily or permanently ceased.

Structural practices shall divert flows from exposed soils, store flows, retain sediment on-site, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include, but not limited to, silt fences, earth dikes, diversion swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock oultet protection, reinforced soil retaining systems and temporary or permanent sediment basins.

Stormwater Management

Prior to any site disturbance, a single row of type IV silt fencing with upstream hay bales shall be installed along the entire boundary of the development parcel as illustrated on the demolition & erosion control plan. This will limit the extents of construction and help deter encroachment onto the adjacent properties as well as assist in preventing downstream sedimentation. All of the aforementioned BMP's shall be in place prior to any activity that disturbs soils. After the required light clearing and rough grading activities, check dams and additional silt fencing and hay bales shall be installed, as necessary, uphill of the perimeter controls to reduce runoff velocities and the potential for excessive erosion. The proposed underground stormwater management system shall first be constructed and utilized for storage and disposal of all stormwater runoff to help avoid sedimentation onto the adjacent properties. Installation of stormwater inlets should take place next. As the grading activities progress, a depressed area shall be constructed around these inlets surrounded by hay bales and silt fencing for inlet protection. These depressed areas shall also act as sediment basins. Runoff from uphill areas shall be directed to these inlets, where feasible, by diversion swales. The remaining runoff downhill from the proposed inlets shall be directed into the already constructed stormwater management system or reinforced perimeter erosion control also utilizing diversion swales. These swales may require temporary seeding and check dams to minimize velocities and avoid excessive erosion. Rip-rap or similar velocity control is to be used, as necessary, at the outfalls from the stormwater management system for velocity dissipation prior to discharge off-site. Silt fences, and hay bales if necessary, shall be installed across the outfalls until final stabilization is achieved. Erosion control facilities shall be actively maintained throughout the course of construction and shall remain until final stabilization is achieved and acceptance by the owner.

Controls for Other Potential Pollutants

A materials management area shall be designated on-site for protected storage of chemicals, solvents, fertilizers and other potentially toxic materials. Storage areas can become a major source of risk due to possible mishandling of materials and accidental spills. An inventory should be compiled and maintained of the storage area and the site. Special care should be taken to identify any materials that have the potential to come into contact with stormwater.

Petroleum products such as oil gasoline, lubricants and asphaltic substances should be handled carefully to minimize their exposure to stormwater. These management practices should be used to reduce the risks of using petroleum products:

- Have equipment available to contain and clean up petroleum spills in fuel storage areas or on board maintenance and fueling vehicles.
- Where possible, store petroleum products and fuel vehicles in covered areas and construct dikes to contain any spills.
- Contain and clean up petroleum spills immediately.
- Perform preventative maintenance for on-site equipment to prevent leakage.
- Apply asphaltic substances properly according to the manufacturer's instructions.

Hazardous products including, but not limited to, paints, acids for cleaning masonry surfaces, cleaning solvents, chemical additives used for soil stabilization, and concrete curing compounds should be properly handled. These practices will help avoid pollution of stormwater by these materials:

- Keep equipment to contain and clean up spills of hazardous materials in the areas where the materials are stored.
- Contain and clean up spills immediately after they occur.
- Keep materials in a dry, covered area.
- Store materials in the original manufacturer's containers whenever possible, because special handling instructions usually are printed on the containers.

Pesticides include insecticides, rodenticides, and herbicides that are commonly used on construction sites. These management practices will reduce the amounts of pesticides that could contact stormwater:

- Handle pesticides as infrequently as possible.
- Store materials in the original manufacturer's containers whenever possible, because special handling instructions usually are printed on the containers.
- Observe all applicable federal, state and local regulations when using, handling, or disposing of pesticides.
- Store pesticides in a dry, covered area.
- Provide curbs or dikes to contain spills.
- Have measures on site to contain and clean up spills.
- Strictly follow recommended application rates and methods.

Fertilizers and detergents usually contain nutrients that can be a major source of pollution in stormwater. These practices should be used to reduce the risks of nutrient pollution:

- Limit the application of fertilizers to the minimum area and the minimum recommended amounts.
- Reduce exposure of nutrients to stormwater runoff by working the fertilizer into the soil to a depth of 4 to 6 inches.
- Apply fertilizer more frequently, but at lower application rates.
- Limit hydroseeding in which lime and fertilizers are applied to the ground surface in one application.
- Implement good erosion and sediment control to help reduce the amount of fertilizer lost as a result of erosion.
- Limit the use of detergents on the site. Wash water containing detergents hould not be discharged to the stormwater management system.
- Apply fertilizer and use detergents only in the recommended manner and amounts.

Proper management and disposal of building materials and other construction site wastes are an essential part of pollution prevention. Construction wastes include surplus or refuse building materials as well as hazardous wastes. Management practices for these wastes include trash disposal, recycling, material handling, and spill prevention and clean up. These practices should provide for proper disposal of construction wastes:

- Designate a waste disposal area on the site.
- Provide an adequate number of containers with lids or covers that can be placed over the container prior to rainfall. Locate containers in covered areas, where possible.
- Arrange for scheduled waste pick up. Adjust waste collection schedule as necessary to prevent overflow of the containers.
- Ensure that construction waste is collected, removed, and disposed of only at authorized disposal areas in compliance with applicable State and/or local waste disposal regulations.

Offsite vehicle tracking of sediments and the geration of dust shall be minimized. A stabilized construction access road shall be utilized to reduce off-site tracking. Off-site sediment removal should be conducted at a frequency necessary to minimize impacts. Vehicle wash area should be considered if off-site tracking becomes excessive.

The construction site must have temporary sanitary sewer facilities for on-site personnel. Portable facilities may be utilized throughout the site. Licensed domestic waste haulers must be contracted to regularly remove the sanitary wastes and to maintain the facilities in good working order. The temporary construction trailer may have sanitary sewer facilities with a holding tank. A licensed domestic waste hauler shall also service this facility. An on-site septic system for the construction trailer in not allowed. Temporary sanitary sewer facilities shall be permitted by the local building department in accordance with applicable State and local regulations.

Maintenance and Inspection Controls

Controls of pollutants shall be maintained throughout construction period and until final stabilization is achieved. Qualified personnel shall inspect all points of discharge and all disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural controls, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of every storm event that produces at least 0.50 inches of rainfall. Where sites have been finally stabilized, such inspection shall be conducted at least once every month until a Notice of Termination has been submitted.

- Stabilization Measures – Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of or the potential for, pollutants leaving the site. The inspection should reveal whether the area was stabilized correctly, whether there has been damage to the area since it was stabilized, and what should be done to correct any problems.
- Strural Controls – Silt fences, hay bales and other erosion control measures shall be inspected regularly for proper positioning, anchoring, and effectiveness in trapping sediments. The inspection should reveal whether the control was installed correctly, whether there has been damage to the control since installation, and what should be done to correct any problems. Sediment should be removed from the uphill side of the silt fence and the fence should be reconstructed as necessary. Hay bales shall be added or replaced as necessary to provide effective control.
- Discharge Points – Discharge points shall be inspected to determine whether erosion control measures are effective in preventing significant amounts of pollutants from leaving the site. Silt fences and hay bales shall be maintained or replaced as necessary. The inspection should reveal whether the on- site BMPs are effective, and what should be done to increase the effectiveness.
- Construction Entrances – Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking. The inspection should reveal whether the stabilization of the construction entrance is effective, and what should be done to increase the effectiveness.
- Areas Used for Storage of exposed Materials – These are locations where construction materials (including excavated soils) are stored. The inspection should reveal the potential for excessive erosion and sedimentation, and what actions should be implemented to reduce the risks of pollution.

Based on the result of the inspection, all maintenance operations needed to assure proper function of all controls, BMPs, practices or measures identified in this Plan shall be done in a timely manner, but in no case later than 7 calendar days following the inspection.

A Report summarizing the scope of each inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations related to the implementation of the stormwater pollution prevention plan, and modifications to the stormwater pollution prevention plan shall be prepared and retained as part of the stormwater pollution prevention plan for at least three years from the date that the site is finally stabilized. Such report shall identify any incidence of non-compliance.

IMPLEMENTED BMP'S

Type:	Implemented by: Company Name, Contact Person, Address & Phone Number
Perimeter Silt Fencing/ Hay Bales	
Inlet Protection	
Temporary Construction Entrance	
Tree Barricades	

Contractor Certification

This Stormwater Pollution Prevention Plan must clearly identify, for each measure identified within the the Stormwater Pollution Prevention Plan, the contractor(s) or subcontractor(s) that will implement each measure,. All contractor(s) and subcontractor(s) identified in the Stormwater Pollution Prevention Plan must sign the following certification:

"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder"

Name, Title	Signature	Company Name, Address & Phone Number	Date

Contractor Requirements

- The contractor is responsible for obtaining the required FDEP NPDES permit prior to land disturbance.
- The contractor must have technical expertise in erosion prevention and sediment control. The contractor must at all time maintain erosion control methods that prevent any violation of the NPDES program.

Faulty Installation and/or Poor Maintenance

Most noncompliance occurs because measures were not installed correctly or maintained properly, or both. Determining the reason why the measures are failing requires technical knowledge about the devices and how to construct them properly. Contractors failure to control erosion, sedimentation or turbidity both onsite and offsite is not acceptable. Failure to do so may result in possible fines and/or termination from the site without payment for construction progress.

Compliance

The goal of the program is to prevent accelerated erosion and off-site sedimentation. The contractor is the first person to determine if the performance standards and intent of the rule are being met. He/She is the key person in ensuring that the construction site is evaluated fairly and consistently and that the site is kept in compliance.

The erosion and sediment control rules are performance oriented. That is, the measures used at a construction site must be effective in controlling erosion and preventing off-site sedimentation for the site to be in compliance. Following an approved plan and installing the control measures may not be enough for a site to be in compliance with the rules. If erosion and off-site sedimentation occur, the contractor will be responsible for installing additional measures to correct any problem associated with compliance of the NPDES permit or any other permit required for the site construction. The contractor will also be completely responsible for any fines levied by any governing agency on the project during construction.

The rules are also flexible, allowing the contractor to decide the most economical and effective means of erosion control. This encourages the use of innovative techniques and specifically designed erosion control systems. The contractor is the key individual in making this kind of performance based rule work because the contractor is the first person to recognize performance failures and remedy the problems.

The contractor's job is to:

1. Determine that an erosion and sediment control plan for the site has been approved.
2. Determine that all specified practices have been installed and are being maintained according to the plan.
3. Determine that both on-site and off-site sedimentation, erosion or turbidity is being prevented. If the contractor finds deficiencies, appropriate action must be taken to attain compliance.

Control of Non-Stormwater Discharges

It is expected that the following non-stormwater discharges may occur from the site during construction period: water from water line flushing, pavement wash water (where no spills or leaks of toxic or hazardous materials have occurred), and uncontaminated groundwater (from dewatering excavation). If said discharges do occur, they will be directed to the temporary sediment basin prior to discharge. Turbid water from the stormwater pond shall not be pumped directly into either of the receiving waters. Any pumped water from the stormwater pond shall be treated so as to not allow a discharge of polluted stormwater. Treatment can include silt fences, settling ponds, the proper use of flocculating agents or other appropriate means.

Responsible Authority

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Project Name and location information:	*HOMEWOOD SUITES 801 EAST GREGORY STREET, PENSACOLA , FL 325 02*
Responsible Authority Information:	
Project Contact:	

Name (Operator and/or Responsible Authority) *Date*

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER NOTICE OF TERMINATION (RULE 62-621.300(6), F.A.C.)

You must use this form to terminate coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities provided in subsection 62-621.300(4), F.A.C., the Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity provided in subsection 62-621.300(5), F.A.C. as well as the conditional exclusion for "no exposure" of industrial activities and materials to stormwater provided in paragraph 62-620.100(2)(o), F.A.C.

All information provided on this form shall be typed or printed in ink.

I. TERMINATION INFORMATION:

A. Facility ID/Project Number:	
B. Reason for Termination:	Check all that apply:
☐	No longer operator of the facility/project.
☐	Final stabilization criteria is met and all stormwater discharges associated with construction activity including dewatering operations have ceased **(for construction activity only).**
☐	All stormwater discharges associated with industrial activity have ceased **(for industrial activity only)**.
☐	No longer meet the condition of "no exposure" **(for industrial activity only)**.

II. OPERATOR INFORMATION:

A. Operator Name:		
B. Address:		
C. City:	D. State:	E. Zip Code:
F. Responsible Authority:		G. Responsible Authority's Phone No.:
H. Responsible Authority's E-mail Address:		I. Responsible Authority's Fax No.:

III. FACILITY/PROJECT INFORMATION:

A. Name:		
B. Address/Location:		
C. City:	D. State:	E. Zip Code:
F. County:		

IV. CERTIFICATION[1]:

I certify under penalty of law that all stormwater discharges associated with industrial or construction activity from the identified facility or project that are authorized by the referenced State of Florida generic permit have been eliminated; the facility no longer meets the conditional exclusion for "no exposure" outlined in paragraph 62-620.100(2)(o), F.A.C., or that I am no longer the operator of the facility or project. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge stormwater associated with industrial or construction activity under a generic permit, and that discharging pollutants in stormwater associated with industrial or construction activity to surface waters of the State is unlawful unless authorized by a permit issued pursuant to Section 403.0885, F.S. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of their generic permit or conditional exclusion for "no exposure" from NPDES stormwater permitting for industrial activities.

Responsible Authority Name and Official Title (Type or Print):

Responsible Authority Signature: Date Signed:

[1] Signatory requirements are contained in Rule 62-620.305, F.A.C.

DEP Form 62-621.300(6)
Effective Date: 02/2015

Stormwater Pollution Prevention Plan Inspection Report Form
Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater.

Project Name: _____ FDEP NPDES Stormwater Identification Number: _____

Location	Rain data	Type of control (see below)	Date installed/ modified	Current Condition (see below)	Corrective Action / Other Remarks
	Weekly Report				

Condition Code:
G = Good M = Marginal, needs maintenance or replacement soon P = Poor, needs immediate maintenance or replacement
C = Needs to be cleaned O = Other

Control Type Codes

1. Silt Fence	10. Storm drain inlet protection	19. Reinforced soil retaining system	28. Tree protection
2. Earth berm	11. Vegetative buffer strip	20. Stabilized aggregate roadway/parking	29. Detention pond
3. Structural diversion	12. Vegetative preservation area	21. Sediment Basin	30. Retention pond
4. Swale	13. Retention Pond	22. Temporary seed / sod	31. Waste disposal / housekeeping
5. Sediment Trap	14. Construction driveway stabilization	23. Permanent seed / sod	32. Dam
6. Check dam	15. Perimeter ditch	24. Mulch	33. Sand Bag
7. Subsurface drain	16. Curb and gutter	25. Hay Bales	34. Turbidity Barrier
8. Pipe slope drain	17. Paved road surface	26. Geotextile	35. Dewatering (pump/hose/filter/well point, etc.)
9. Level spreaders	18. Rock outlet protection	27. Rip-rap	36. Other

Inspector Information:

Name Qualification Date

The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

* * * * * *

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name (Responsible Authority) **Date**

NO.	DATE	REVISIONS
1	02/07/2024	HILTON 50% SUBMISSION
2	09/18/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
3	10/02/2024	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
4	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

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ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 51ST STREET
PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
STORMWATER POLLUTION PREVENTION PLAN
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 05/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

PROJECT NO: 23-012

SHEET: C4

GRAPHIC SCALE

22"x34" SCALE 1 inch = 20 ft.

20 0 10 20 40 80

11"x17" SCALE 1 inch = 40 ft.

LEGEND:

- DENOTES EXISTING ASPHALT
- DENOTES PROPOSED LIGHT DUTY ASPHALT
- DENOTES PROPOSED HEAVY DUTY ASPHALT
- DENOTES DELEON STREET ASPHALT TO BE RESURFACED 1.5"
- DENOTES EXISTING CONCRETE
- DENOTES PROPOSED SIDEWALK CONCRETE
- DENOTES PROPOSED 6" THICK CONCRETE
- DENOTES PROPOSED ONSITE PAVERS W/HERRINGBONE PATTERN
- DENOTES PROPOSED ONSITE PAVERS W/RUNNING BOARD PATTERN
- DENOTES EXISTING STORM PIPE
- DENOTES EXISTING CHAIN LINK FENCE
- DENOTES EXISTING WIRE FENCE
- DENOTES EXISTING OVERHEAD UTILITIES
- DENOTES EXISTING STORMWATER MANHOLE
- DENOTES EXISTING SANITARY SEWER MANHOLE
- DENOTES PROPOSED STANDARD RETAINING WALL
- DENOTES PROPOSED DECORATIVE CAP RETAINING WALL
- DENOTES PROPOSED DECORATIVE WALL CAP
- DENOTES PROPOSED LIGHTS
- DENOTES PROPOSED CITY STANDARD PAVERS
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING GUY WIRE
- DENOTES EXISTING BACKFLOW PREVENTER
- DENOTES EXISTING WATER METER
- DENOTES EXISTING TREE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES QUANTITY OF PARKING STALLS PER ROW
- DENOTES PROPOSED HANDRAIL–SEE LA PLANS FOR DETAILS

PARKING STALL NOTES

- HANDICAP PARKING STALLS ARE TO MEASURE 12' x 18' WITH AN ADJACENT 5' WIDE AISLE
- STANDARD PARKING STALLS ARE TO MEASURE 9' x 18' UNLESS OTHERWISE NOTED ON PLANS
- PARALLEL STALLS ARE TO MEASURE 9' x 23'
- ALL PARKING STALLS ARE TO BE DEMARCATED WITH 4" SOLID WHITE LINES UNLESS OTHERWISE NOTED

FIRE SAFETY NOTES

- FIRE DEPT. ACCESS ROADS SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF 20'
- FIRE DEPT. ACCESS ROADS SHALL HAVE A MINIMUM UNOBSTRUCTED VERTICAL CLEARANCE OF 13'–6"
- THE REQUIRED WIDTH OF A FIRE DEPT. ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING BY THE PARKING OF VEHICLES.

EXISTING SITE AREA: 78,091 SF – 1.79 ACRES

IMPERVIOUS and PERVIOUS AREA	EXISTING	REMOVE	NEW	POST-CONSTRUCTION	NET CHANGE
BUILDINGS INCLUDING CANOPIES	1,864 SF	1,864 SF	19,311 SF	19,311 SF	+17,447 SF
ASPHALT/CONCRETE	27,146 SF	27,146 SF	33,088 SF	33,088 SF	+5,942 SF
TOTAL IMPERVIOUS AREA	29,010 SF	29,010 SF	52,399 SF	52,399 SF	+23,389 SF
ROCK AREA	86 SF	86 SF	0 SF	0 SF	(–86 SF)
PERVIOUS PAVERS AREA	0 SF	0 SF	7,435 SF	7,435 SF	+7,435 SF
LANDSCAPE AREA	48,995 SF	59,834 SF	29,096 SF	18,257 SF	(–30,738 SF)
PERCENTAGE OF LANDSCAPE	63%			23%	(–40%)

PARKING DATA	EXISTING	REMOVE	NEW	POST-CONSTRUCTION	NET
NON–HANDICAPPED SPACES	0	0	126	126	+126
HANDICAPPED SPACES	0	0	5	5	+5

SITE DATA:

801 E. GREGORY ST.
PARCEL ZONING: GRD
FLU: R

BUILDING SETBACKS REQUIRED:
BAYFRONT PARKWAY FRONTAGE: 50'
GREGORY STREET: 10'
ALL OTHER STREETS: 5'
MAXIMUM BUILDING HEIGHT: 100' @ PROPERTY or SETBACK LINE

MAXIMUM LOT COVERAGE (STRUCTURE AREA): 75%

GREGORY STREET 80' R/W
SR 30 (PUBLIC)

13TH AVENUE 100' R/W (PUBLIC)

14TH AVENUE R/W VARIES (PUBLIC)

DeLEON STREET 50' R/W (PUBLIC)

BAYFRONT PARKWAY STATE ROAD #196 R/W VARIES (PUBLIC)

PROPOSED SIX-STORY HOTEL WITH 132 ROOMS

CONSTRUCT STANDARD CITY DRIVEWAY CONNECTION SEE DETAILS SHT C10

CONSTRUCT 6" RIBBON CURB @ PROPOSED CONCRETE/PAVER INTERSECTION SEE DETAIL SHT C10

TAPER CURB DOWN TYPICAL SEE DETAILS SHT C11

CONSTRUCT CONCRETE SIDEWALK IN R/W MATCH EXISTING WIDTH TYPICAL ALONG GREGORY STREET FRONTAGE

CONSTRUCT 12" CONCRETE RESTRAINING BAND REFERENCE LANDSCAPE ARCH PLANS SHT LH500 FOR DETAILS

CONSTRUCT FDOT TYPE 'F' CURB & GUTTER TIE TO EXISTING TYPICAL

SR 30 SOUTH R/W LINE

N 90°00'00" E 409.75'

PROPOSED HANDICAP PARKING STALL W/SIGNAGE TYP. OF 5 SEE DETAILS SHT C11

CONSTRUCT CONCRETE SIDEWALK SEE DETAILS SHT C11

TRANSITION 6" HEADER CURB INTO FDOT TYPE 'F' CURB & GUTTER @ R/W

CONSTRUCT CROSSWALK TYP. OF 2 SEE DETAIL SHT C10

TAPER CURB DOWN SEE DETAILS SHT C11

CONSTRUCT 12" CONCRETE RESTRAINING BAND REFERENCE LANDSCAPE ARCH PLANS SHT LH500 FOR DETAILS

INSTALL BUMPER BLOCKS TYP. OF 60 SEE DETAILS SHT C11

TAPER CURB DOWN SEE DETAILS SHT C11

CONSTRUCT HANDICAP RAMP TYPE CR–C SEE DETAIL SHT C11

DENOTES CITY STANDARD PAVER SECTION–TYP. SEE DETAIL SHT C11

CONSTRUCT LAYBACK CURB @ EDGE OF EXISTING ASPHALT SEE DETAILS SHT C11

CONSTRUCT 6" RIBBON CURB @ PROPOSED CONCRETE/PAVER INTERSECTION SEE DETAIL SHT C10

CONSTRUCT TREE ROOT BRIDGE REFERENCE ARCH PLANS SHT A0.3 FOR DETAILS

CONSTRUCT 6" RIBBON CURB AROUND OUTER LIMITS OF PROPOSED PAVERS SEE DETAIL SHT C10

DENOTES ONSITE PRIVATE PAVER SECTION SEE LA PLANS FOR PAVER SECTION

CONSTRUCT DUMPSTER ENCLOSURE WITH INTERIOR RAISED PLATFORM REF. ARCH PLANS FOR DETAILS

DELIVERY PIT WITH SCISSOR LIFT.–REF. SHT C12 FOR SECTION DETAIL

REFERENCE ARCH./STRUCTURAL PLANS FOR DETAILS

CONSTRUCT HANDICAP RAMP TYPE CR–E SEE DETAIL SHT C11

NEW LOCATION OF EXISTING STOP SIGN

CONSTRUCT 6" HEADER CURB SEE DETAIL SHT C11

CONSTRUCT 6" THICK CONCRETE SECTION IN THIS AREA

DENOTES PROPOSED CONCRETE JOINTS REFERENCE LANDSCAPE ARCHITECT PLANS FOR DETAILS

DENOTES ONSITE PRIVATE PAVER SECTION SEE LA PLANS FOR PAVER SECTION

8"+ RAISED SIDEWALK THIS AREA REF. GRADING PLAN

CONSTRUCT HANDICAP RAMP TYPE CR–E SEE DETAIL SHT C11

TAPER CURB DOWN SEE DETAILS SHT C11

MILL + RESURFACE DELEON STREET ASPHALT 1.5" WHERE ILLUSTRATED SEE DETAIL SHT C11

PROPOSED TRANSFORMER REF. ELECTRICAL PLANS FOR DETAILS

CONSTRUCT 6" THICK CONCRETE SECTION IN THIS AREA

INSTALL PAINTED MARKINGS SEE DETAILS SHT C10

CONSTRUCT GRASSPAVE PARKING STALLS W/6" HEADER CURB ALONG OUTER LIMITS (VALET PARKING) SEE DETAILS SHT C10

VALET PARKING ONLY

SR 196 NORTH R/W LINE

CONSTRUCT 6" HEADER CURB SEE DETAILS SHT C11

CONSTRUCT 5' CONCRETE SIDEWALK SEE DETAILS SHT C11

CONSTRUCT HANDICAP RAMP TYPE CR–C SEE DETAIL SHT C11

RAMP DOWN

PARKING CALCULATIONS:

6–STORY HOTEL WITH 132 ROOMS
AS PER 12–3–1(B) CITY OF PENSACOLA LDC:
1 PARKING STALL PER ROOM REQUIRED
132 ROOMS ~ 132 STALLS REQUIRED

106 REGULAR STALLS PROPOSED ONSITE
5 HANDICAP STALLS PROPOSED ONSITE
7 PARALLEL STALLS PROPOSED IN DELEON STREET R/W
13 REGULAR STALLS PROPOSED IN 13TH AVENUE R/W

131 TOTAL STALLS PROPOSED

NOTE: HANDICAP PARKING SIGNS SHALL CONFORM TO FDOT ROADWAY AND TRAFFIC DESIGN STANDARD INDEX NUMBER 17355, SHEET 3 OF 8, FTP–25 SIGN.

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TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
SITE PLAN
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 05/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

PROJECT NO: 23-012

SHEET: C5

GRAPHIC SCALE

22"x34" SCALE 1 inch = 20 ft.

20 0 10 20 40 80

11"x17" SCALE 1 inch = 40 ft.

LEGEND:

- DENOTES EXISTING ASPHALT
- DENOTES PROPOSED LIGHT DUTY ASPHALT
- DENOTES PROPOSED HEAVY DUTY ASPHALT
- DENOTES DELEON STREET ASPHALT TO BE RESURFACED 1.5"
- DENOTES EXISTING CONCRETE
- DENOTES PROPOSED SIDEWALK CONCRETE
- DENOTES PROPOSED 6" THICK CONCRETE
- DENOTES PROPOSED ONSITE PAVERS W/HERRINGBONE PATTERN
- DENOTES PROPOSED ONSITE PAVERS W/RUNNING BOARD PATTERN
- DENOTES AREA REQUIRING LIGHTWEIGHT FILL SEE LIGHTWEIGHT FILL NOTES
- DENOTES PROPOSED RECYCLEX TRM (BY AMERICAN EXCELSIOR COMPANY OR APPROVED EQUAL) TURF REINFORCEMENT MAT
- DENOTES PROPOSED CITY STANDARD PAVERS
- DENOTES EXISTING STORM PIPE
- DENOTES EXISTING CHAIN LINK FENCE
- DENOTES EXISTING WIRE FENCE
- DENOTES EXISTING OVERHEAD UTILITIES
- DENOTES EXISTING STORMWATER MANHOLE
- DENOTES EXISTING SANITARY SEWER MANHOLE
- DENOTES PROPOSED STANDARD RETAINING WALL
- DENOTES PROPOSED DECORATIVE CAP RETAINING WALL
- DENOTES PROPOSED DECORATIVE WALL CAP
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING GUY WIRE
- DENOTES EXISTING BACKFLOW PREVENTER
- DENOTES EXISTING WATER METER
- DENOTES EXISTING TREE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES PROPOSED LIGHTS
- DENOTES EXISTING CONTOUR
- DENOTES PROPOSED CONTOUR
- M.E.G. 11.00 — MATCH EXISTING GRADE
- DENOTES EXISTING SPOT ELEVATION
- DENOTES PROPOSED STORMTECH SYSTEM INSPECTION PORT
- 20.00 — DENOTES PROPOSED SPOT ELEVATION
- 20.50 / 20.00 — DENOTES PROPOSED DUAL SPOT ELEVATION. TOP #=TOP OF CURB/SIDEWALK; BOTTOM #=ASPHALT/CONC. ELEV
- 23.00 tow / 17.90 bow — DENOTES PROPOSED DUAL SPOT ELEVATION TOP #=TOP OF WALL; BOTTOM #=BOTTOM OF WALL
- DENOTES PROPOSED HANDRAIL—SEE LA PLANS FOR DETAILS

BENCHMARKS:

48-03-J03HV – A CONCRETE MONUMENT WITH BRASS DISK STAMPED"48-03-J03HV", LOCATED IN THE NORTH RIGHT OF WAY OF BAYFRONT PARKWAY 230'+/– WEST OF CENTERLINE OF 14TH AVENUE.
ELEVATION = 14.45'

1715/13A –A RAILROAD SPIKE IN THE NORTH SIDE OF A POWER POLE LOCATED IN THE SOUTH RIGHT OF WAY OF DELEON STREET AND 200'+/– EAST OF 13TH AVENUE.
ELEVATION = 18.75'

1715/13B –A 60D NAIL IN THE NORTH SIDE OF A POWER POLE LOCATED IN THE SOUTH RIGHT OF WAY OF DELEON STREET AND 80'+/– EAST OF 13TH AVENUE.
ELEVATION = 19.70'

1715/13C –AN "X"IN THE NORTH BONNET BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 13TH AVENUE AND GREGORY STREET.
ELEVATION = 24.94'

1715/13D –A RAILROAD SPIKE IN THE NORTH SIDE OF A LIGHT POLE LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF 14TH AVENUE AND GREGORY STREET.
ELEVATION = 23.72'

1713/13E –AN "X"IN THE MOST SOUTHERLY SIDE A CURB INLET LOCATED IN THE WEST RIGHT OF WAY OF 14TH AVENUE AND NORTH OF BAYFRONT PARKWAY.
ELEVATION = 11.98'

1713/13F –AN "X"IN THE MOST NORTH SIDE OF CONCRETE BASE FOR LIGHT POLE LOCATED 150'+/– WEST OF CENTERLINE 14TH AVENUE AND IN THE NORTH RIGHT OF WAY OF BAYFRONT PARKWAY.
ELEVATION = 14.25'

LIGHTWEIGHT FILL NOTES

- DUE TO SETTLEMENT CONCERNS IN THE SOUTHEAST CORNER OF THE SITE, LIGHTWEIGHT AGGREGATE SHALL BE UTILIZED IN LIEU OF STANDARD FILL WHERE NOTED.
- LIGHTWEIGHT AGGREGATE SHALL HAVE A UNIT WEIGHT OF 25 PCF (AERO–AGGREGATE'S UL–FGA PRODUCT)... IN LIEU OF STANDARD FILL WHICH HAS A UNIT WEIGHT OF APPROXIMATELY 115 PCF.

GREGORY STREET 80' R/W
SR 30 (PUBLIC)

SR 30 SOUTH R/W LINE

13TH AVENUE 100' R/W (PUBLIC)

14TH AVENUE R/W VARIES (PUBLIC)

DeLEON STREET 50' R/W (PUBLIC)

BAYFRONT PARKWAY STATE ROAD #196 R/W VARIES (PUBLIC)

PROPOSED SIX-STORY HOTEL WITH 132 ROOMS FFE: 23.50

REF. LANDSCAPE ARCHITECT PLANS FOR DETAILED POOL GRADING & DRAINAGE

BM 1715/13C ELEV=24.94'

BM 1715/13D ELEV=23.72'

BM 1715/13E ELEV=11.98'

BM 1715/13B ELEV=19.70'

BM 1715/13A ELEV=18.75'

BM 1715/13F ELEV=14.25'

BM 48-03-J03W ELEV=14.45

UNABLE TO ACCESS TOP=21.80 BOTTOM=17.37

CONSTRUCT VERTICAL RETAINING WALL TO BE DESIGNED BY OTHERS TOP ELEV=23.00 BOTTOM ELEV VARIES

CONSTRUCT CURB OPENING IN HEADER CURB @ LOCATIONS SHOWN TYP. OF 2 SEE SECTION SHT C12

CONSTRUCT VERTICAL RETAINING WALL TO BE DESIGNED BY OTHERS

REFERENCE SHT C12 FOR SECTION D–D DETAIL

CONTINUE DECORATIVE WALL CAP ADJACENT TO SIDEWALK REF. STRUCTURAL PLANS FOR DETAILS

CONSTRUCT RETAINING WALL TO BE DESIGNED BY OTHERS TOP & BOTTOM ELEVATIONS VARY

INSTALL RECYCLEX TRM (OR APPROVED EQUAL) EROSION CONTROL MATTING ON SEEDED AND TOP–SOILED SLOPES

STRUCTURE WALLS SHALL SUPPORT FILL MATERIAL ADJACENT TO OUTSIDE (STEM WALL CONSTRUCTION) REF. ARCH PLANS FOR DETAILS

CONSTRUCT VERTICAL RETAINING WALL TO BE DESIGNED BY OTHERS TOP & BOTTOM ELEVATIONS VARY

CONSTRUCT VERTICAL RETAINING WALL TO BE DESIGNED BY OTHERS TOP & BOTTOM ELEVATIONS VARY

CONSTRUCT VERTICAL RETAINING WALL TO BE DESIGNED BY OTHERS TOP & BOTTOM ELEVATIONS VARY

NOTE: PROPOSED STORMWATER VAULT SYSTEM PRECLUDES THE USE OF WALL TIE BACK SYSTEM (GEOFABRIC, ETC.)

SLOPE RETAINING WALL DOWN @ GRADE MATCHING GROUND SLOPE TOP OF WALL TO REMAIN 28" ABOVE GROUND ENTIRE LENGTH

EXISTING 18" SEWER LINE @ INV ELEV 3.30±

EXISTING CURB INLET TOP ELEV.=12.13' SW. INVERT ELEV.=5.04' NE. INVERT ELEV.=5.05'

EXISTING DROP INLET TOP ELEV.=9.08' S. INVERT ELEV.=5.09' E. INVERT ELEV.=5.33'

EXISTING CURB INLET TOP ELEV.=11.25' N. INVERT ELEV.=5.49'

VALET PARKING ONLY

NO.	DATE	REVISIONS
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SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
GRADING & DRAINAGE PLAN
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 05/25/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
DATE:
BY:

PROJECT NO: 23-012

SHEET: C6

GRAPHIC SCALE

22"x34" SCALE 1 inch = 20 ft.

20 0 10 20 40 80

11"x17" SCALE 1 inch = 40 ft.

LEGEND:

- DENOTES EXISTING ASPHALT
- DENOTES PROPOSED LIGHT DUTY ASPHALT
- DENOTES PROPOSED HEAVY DUTY ASPHALT
- DENOTES DELEON STREET ASPHALT TO BE RESURFACED 1.5"
- DENOTES EXISTING CONCRETE
- DENOTES PROPOSED SIDEWALK CONCRETE
- DENOTES PROPOSED 6" THICK CONCRETE
- DENOTES PROPOSED ONSITE PAVERS W/HERRINGBONE PATTERN
- DENOTES PROPOSED ONSITE PAVERS W/RUNNING BOARD PATTERN
- DENOTES PROPOSED RECYCLEX TRM (BY AMERICA EXCELSIOR COMPANY OR APPROVED EQUAL) TURF REINFORCEMENT MAT
- DENOTES PROPOSED CITY STANDARD PAVERS
- DENOTES EXISTING STORM PIPE
- X DENOTES EXISTING CHAIN LINK FENCE
- XX DENOTES EXISTING WIRE FENCE
- OE DENOTES EXISTING OVERHEAD UTILITIES
- DENOTES PROPOSED STANDARD RETAINING WALL
- DENOTES PROPOSED DECORATIVE CAP RETAINING WALL
- DENOTES PROPOSED DECORATIVE WALL CAP
- DENOTES PROPOSED STORM PIPE
- DENOTES PROPOSED HANDRAIL-SEE LA PLANS FOR DETAILS
- DENOTES EXISTING STORMWATER MANHOLE
- DENOTES EXISTING SANITARY SEWER MANHOLE
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING GUY WIRE
- DENOTES EXISTING BACKFLOW PREVENTER
- DENOTES EXISTING WATER METER
- DENOTES EXISTING TREE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES PROPOSED LIGHTS
- DENOTES EXISTING CONTOUR
- DENOTES PROPOSED CONTOUR
- DENOTES PROPOSED STORMTECH SYSTEM INSPECTION PORT

STORM STRUCTURE DATA TABLE

PROPOSED INLETS & STORM STRUCTURES TO CONSIST OF:

- TYPE 'C' DITCH BOTTOM INLET W/USF NO. 6209 CAST IRON TRAFFIC RATED GRATE
- 48" DIA. STORM MANHOLE W/ECCENTRIC CONE
- 48" DIA. (BOTTOM) MODIFIED TYPE 'C' DITCH BOTTOM INLET W/USF NO. 6209 CAST IRON TRAFFIC RATED GRATE (445 SQ IN FLOW AREA)
- CUSTOM INLET BOX + PRE-FAB CURB INLET W/5130 FRAME & 6619 STEEL GRATE AS MANUFACTURED BY US FOUNDRY & MFG. CORP. (485 SQ IN FLOW AREA)
- TYPE 'A' STANDARD CURB INLET
- 12" NYLOPLAST DRAIN BASIN W/STANDARD GRATE

1. 12" NYLOPLAST DRAIN BASIN
   TOP ELEV=22.00
   INV ELEV OUT (W)=20.00
   BOTTOM ELEV=19.50
2. TYPE 'C' INLET
   TOP ELEV=22.00
   INV ELEV IN (S)=19.00
   INV ELEV OUT (E)=18.50
3. 48" DIA. MODIFIED TYPE "C" INLET
   TOP ELEV=22.30
   INV ELEV IN (W)=17.87
   INV ELEV IN (S)=20.40
   INV ELEV OUT (N)=17.87
   INV ELEV OUT (E)=16.96
4. 48" DIA. MODIFIED TYPE "C" INLET
   TOP ELEV=21.75
   INV ELEV IN (S)=17.30
   └(10" HDPE PIPE)
   INV ELEV IN (S)=19.14
   └(8" HDPE PIPE)
   INV ELEV OUT (W)=16.96
   INV ELEV OUT (E)=16.96
   INV ELEV OUT (N)=17.87
5. 48" DIA. STORM MANHOLE
   TOP ELEV=22.75
   INV ELEV OUT (N)=17.87
   INV ELEV OUT (W)=16.96
6. 48" DIA. STORM MANHOLE
   TOP ELEV=17.00
   INV ELEV IN (E)=13.50
   INV ELEV OUT (W)=13.58
   INV ELEV OUT (S)=13.46
7. 48" DIA. STORM MANHOLE
   TOP ELEV=16.60
   INV ELEV IN (E)=13.50
   INV ELEV OUT (W)=13.50
8. TYPE 'A' CURB INLET
   TOP ELEV=16.50
   THROAT ELEV=15.50
   INV ELEV IN (N)=14.00
   └(4" PVC PIPE)
   INV ELEV OUT (W)=13.75
   INV ELEV OUT (E)=14.10

GREGORY STREET 80' R/W
SR 30 (PUBLIC)

CONSTRUCT SC-740
STORMTECH UNDERGROUND
STORMWATER VAULT SYSTEM
128 CHAMBERS IN THIS SYSTEM
SEE DETAILS SHEET C13

SR 30 SOUTH R/W LINE

UNABLE TO ACCESS
TOP=21.80
BOTTOM=17.87

CONNECT 6" ADS N-12 (WT) HDPE PIPE TO 12"x10" REDUCING MANIFOLD W/12"x6" ADS DUAL WALL FABRICATED REDUCER @ INV ELEV=17.87

INSTALL 5 LF± 6" ADS N-12 (WT) HDPE PIPE @ 2.60% INV ELEV=18.00 REFERENCE PLUMBING PLANS FOR CONTINUATION

INSTALL 60 LF± 12" ADS N-12 (WT) HDPE PIPE @ 1.67%

INSTALL 5 LF± 6" ADS N-12 (WT) HDPE PIPE @ 2.00% INV ELEV @ BLDG=20.50 REFERENCE PLUMBING PLANS FOR CONTINUATION

INSTALL 100 LF± 6" ADS N-12 (WT) HDPE PIPE @ 1.00%

INSTALL (2) 6" ADS 45° BENDS

PROPOSED SIX-STORY HOTEL WITH 132 ROOMS FFE: 23.50

INSTALL 30 LF± 10" ADS N-12 (WT) HDPE PIPE TO STRUCTURE #4 @ 3.83%

10" ROOF DRAIN PIPE INV ELEV=18.45 REFERENCE PLUMBING PLANS FOR CONTINUATION

INV ELEV OUT OF STRUCTURE=20.56

INSTALL 8" HDPE PIPE TO STRUCTURE #4 REF. LANDSCAPE ARCH PLANS (SHTS LG100 & LG400) FOR POOL DECK DRAINAGE

INSTALL TRENCH DRAIN REF. LANDSCAPE ARCH PLANS (SHTS LG100 & LG400) FOR DETAILS

INSTALL 4" PVC STORM PIPE REF. LANDSCAPE ARCH PLANS (SHT LG100 FOR OUTDOOR PATIO DRAINAGE

REF. LANDSCAPE ARCH PLANS (SHTS LG100 & LG400) FOR POOL DECK DRAINAGE

INSTALL TRENCH DRAIN REF. LANDSCAPE ARCH PLANS (SHTS LG100 & LG400) FOR DETAILS

INSTALL 4" PVC STORM PIPE REF. LANDSCAPE ARCH PLANS (SHT LG100) FOR POOL DECK DRAINAGE

INSTALL 35 LF± 15" ADS N-12 (WT) HDPE PIPE @ 0.00%

INSTALL 35 LF± 12" PVC PIPE @ 21.40%

13TH AVENUE 100' R/W (PUBLIC)

14TH AVENUE R/W VARIES (PUBLIC)

DeLEON STREET 50' R/W (PUBLIC)

EXISTING 18" SEWER LINE @ INV ELEV 3.30±

WEST PARKING ONLY

SR 30 NORTH R/W LINE

INSTALL RECYCLEX TRM (OR APPROVED EQUAL) EROSION CONTROL MATTING ON SEEDED AND TOP-SOILED SLOPES

EXISTING CURB INLET
TOP ELEV.=12.13'
SW. INVERT ELEV.=5.04'
NE. INVERT ELEV.=7.92'
E. INVERT ELEV.=5.05'

CORE PROPOSED 12" PVC PIPE INTO EXISTING STORM INLET @ INV ELEV=6.50

EXISTING DROP INLET
TOP ELEV.=9.08'
S. INVERT ELEV.=5.09'
E. INVERT ELEV.=5.33'
EXISTING CURB INLET
TOP ELEV.=11.25'
N. INVERT ELEV.=5.49'

INSTALL 20 LF± 15" ADS N-12 (WT) HDPE PIPE @ 1.25%

CONSTRUCT SC-310
STORMTECH UNDERGROUND
STORMWATER VAULT SYSTEM
164 CHAMBERS IN THIS SYSTEM
SEE DETAILS SHEET C14

BAYFRONT PARKWAY
STATE ROAD #196
R/W VARIES
(PUBLIC)

NO.	DATE	REVISIONS
		HILTON 50% SUBMISSION
1	02/07/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
2	09/18/2024	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
3	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS
4	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

THE DRAWINGS IS THE PROPERTY OF HAMMOND ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

HAMMOND ENGINEERING, INC.
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TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
UNDERGROUND STORMWATER PLAN
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 05/25/24
SCALE: AS SHOWN
PERMIT ISSUE 10-03-2024
BY: DATE:

PROJECT NO: 23-012

SHEET: C7

GRAPHIC SCALE

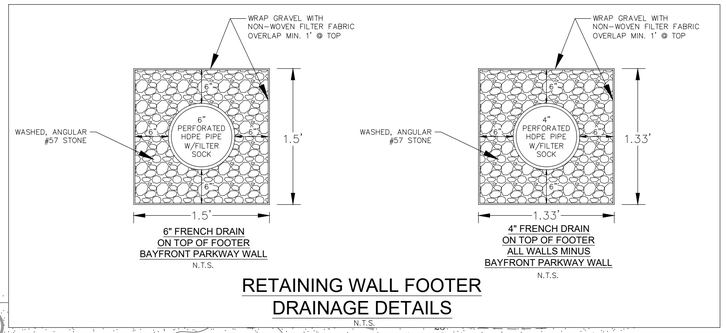
22"x34" SCALE 1 inch = 20 ft.

20 0 10 20 40 80

11"x17" SCALE 1 inch = 40 ft.

LEGEND:

- DENOTES EXISTING ASPHALT
- DENOTES PROPOSED LIGHT DUTY ASPHALT
- DENOTES PROPOSED HEAVY DUTY ASPHALT
- DENOTES DELEON STREET ASPHALT TO BE RESURFACED 1.5"
- DENOTES EXISTING CONCRETE
- DENOTES PROPOSED SIDEWALK CONCRETE
- DENOTES PROPOSED 6" THICK CONCRETE
- DENOTES PROPOSED ONSITE PAVERS W/HERRINGBONE PATTERN
- DENOTES PROPOSED ONSITE PAVERS W/RUNNING BOARD PATTERN
- DENOTES PROPOSED RECYCLEX TRM (BY AMERICAN EXCELSIOR COMPANY OR APPROVED EQUAL) TURF REINFORCEMENT MAT
- DENOTES PROPOSED CITY STANDARD PAVERS
- DENOTES EXISTING STORM PIPE
- DENOTES EXISTING CHAIN LINK FENCE
- DENOTES EXISTING WIRE FENCE
- DENOTES EXISTING OVERHEAD UTILITIES
- DENOTES PROPOSED STANDARD RETAINING WALL
- DENOTES PROPOSED DECORATIVE CAP RETAINING WALL
- DENOTES PROPOSED DECORATIVE WALL CAP
- DENOTES PROPOSED STORM PIPE
- DENOTES PROPOSED HANDRAIL–SEE LA PLANS FOR DETAILS
- DENOTES DIRECTION OF FRENCH DRAIN STORMWATER FLOW
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING GUY WIRE
- DENOTES EXISTING BACKFLOW PREVENTER
- DENOTES EXISTING WATER METER
- DENOTES EXISTING TREE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES PROPOSED LIGHTS
- DENOTES EXISTING CONTOUR
- DENOTES PROPOSED CONTOUR
- DENOTES PROPOSED STORMTECH SYSTEM INSPECTION PORT
- DENOTES EXISTING STORMWATER MANHOLE
- DENOTES EXISTING SANITARY SEWER MANHOLE



RETAINING WALL FOOTER DRAINAGE DETAILS

N.T.S.

GREGORY STREET 80' R/W
SR 30 (PUBLIC)

SR 30 SOUTH R/W LINE

13TH AVENUE 100' R/W (PUBLIC)

UNABLE TO ACCESS TOP=21.90 BOTTOM=17.37

PROPOSED SIX-STORY HOTEL WITH 132 ROOMS FFE: 23.50

PBA-1

PBA-2

PBA-4

CONNECT 4" FRENCH DRAINS W/4" SOLID (SCH 40) PVC PIPE + FITTINGS

4" FRENCH DRAIN INV=18.50

4" FRENCH DRAIN INV=18.00

4" FRENCH DRAIN INV=17.00

PROPOSED 4" FRENCH DRAIN PIPE ON TOP OF FOOTER–REF. STRUCTURAL PLANS + SHT C7.1 DRAIN SECTION DETAIL

DeLEON STREET 50' R/W (PUBLIC)

DROP 4" FRENCH DRAIN PIPE W/FITTINGS @ CHANGE IN FOOTER ELEVATION

CONNECT 4" FRENCH DRAINS W/4" SOLID (SCH 40) PVC PIPE + FITTINGS

EXISTING 18" SEWER LINE @ INV ELEV 3.30±

INSTALL WYE FITTING W/CLEANOUT INV ELEV=14.55

INSTALL 10 LF± 4" SOLID (SCH 40) PVC PIPE @ 5.45%

6" FRENCH DRAIN INV VARIES

PROPOSED 4" FRENCH DRAIN PIPE ON TOP OF FOOTER–REF. STRUCTURAL PLANS + SHT C7.1 DRAIN SECTION DETAIL

PROPOSED 4" FRENCH DRAIN PIPE THROUGH WALL @ INV ELEV=17.00 CONVERT TO SOLID PIPE OUTSIDE OF WALL

CONNECT 4" PERFORATED PIPE TO SOLID PIPE OUTSIDE OF WALL

INSTALL CLEANOUT INV ELEV=17.00±

INSTALL CLEANOUT INV ELEV=12.65

INV ELEV=16.75 @ CONNECTION POINT

INSTALL 45 LF± 4" SOLID (SCH 40) PVC PIPE @ 5.45%

4" FRENCH DRAIN

CONNECT 4" PERFORATED PIPE TO SOLID PIPE OUTSIDE OF WALL INSTALL CLEANOUT INV ELEV=13.50

INSTALL 15 LF± 4" SOLID (SCH 40) PVC PIPE @ 5.56%

INSTALL 30 LF± 4" SOLID (SCH 40) PVC PIPE @ 5.56%

EXISTING CURB INLET TOP ELEV.=12.13' SW. INVERT ELEV.=5.04' NE. INVERT ELEV.=7.92' NW. INVERT ELEV.=5.05'

PROPOSED 4" FRENCH DRAIN PIPE DAYLIGHT @ INV ELEV=11.00

EXISTING CURB INLET TOP ELEV.=9.08' S. INVERT ELEV.=5.09' E. INVERT ELEV.=5.33'

EXISTING CURB INLET TOP ELEV.=11.25' N. INVERT ELEV.=5.49'

PROPOSED 6" FRENCH DRAIN PIPE DAYLIGHT @ INV ELEV=9.50

PROPOSED 6" FRENCH DRAIN PIPE THROUGH WALL @ INV ELEV=11.50

6" FRENCH DRAIN INV=13.50

6" FRENCH DRAIN INV=11.50

SR 196 NORTH R/W LINE

PROPOSED 6" FRENCH DRAIN PIPE ON TOP OF FOOTER–REF. STRUCTURAL PLANS + SHT C7.1 DRAIN SECTION DETAIL

DROP 6" FRENCH DRAIN PIPE W/FITTINGS @ CHANGE IN FOOTER ELEVATION

14TH AVENUE R/W VARIES (PUBLIC)

BAYFRONT PARKWAY STATE ROAD #196 R/W VARIES (PUBLIC)

MULTI PARKING ONLY

NO.	DATE	REVISIONS
1	02/07/2024	HILTON 50% SUBMISSION
2	09/18/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
3	10/02/2024	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
4	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

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SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
FRENCH DRAIN PLAN
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJB
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 06/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

PROJECT NO: 23-012

SHEET: C7.1

GRAPHIC SCALE

22"x34" SCALE 1 inch = 20 ft.

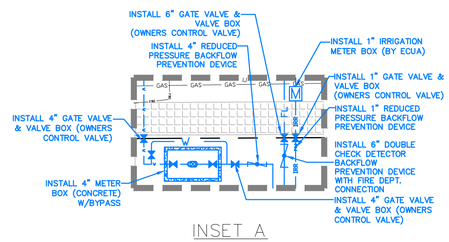
20 0 10 20 40 80

11"x17" SCALE 1 inch = 40 ft.

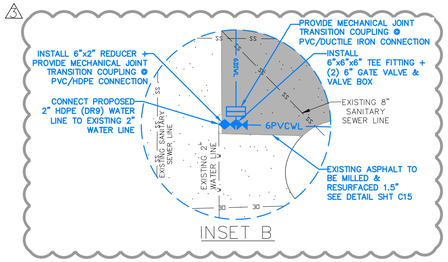
LEGEND:

- DENOTES EXISTING ASPHALT
- DENOTES PROPOSED LIGHT DUTY ASPHALT
- DENOTES PROPOSED HEAVY DUTY ASPHALT
- DENOTES DELEON STREET ASPHALT TO BE RESURFACED 1.5"
- DENOTES EXISTING CONCRETE
- DENOTES PROPOSED SIDEWALK CONCRETE
- DENOTES PROPOSED 6" THICK CONCRETE
- DENOTES PROPOSED ONSITE PAVERS W/HERRINGBONE PATTERN
- DENOTES PROPOSED ONSITE PAVERS W/RUNNING BOARD PATTERN
- DENOTES PROPOSED CITY STANDARD PAVERS
- DENOTES EXISTING STORM PIPE
- DENOTES EXISTING CHAIN LINK FENCE
- DENOTES EXISTING WIRE FENCE
- DENOTES EXISTING OVERHEAD UTILITIES
- DENOTES EXISTING STORMWATER MANHOLE
- DENOTES EXISTING SANITARY SEWER MANHOLE
- DENOTES PROPOSED STANDARD RETAINING WALL
- DENOTES PROPOSED DECORATIVE CAP RETAINING WALL
- DENOTES PROPOSED DECORATIVE WALL CAP
- DENOTES PROPOSED LIGHTS
- DENOTES PROPOSED STORMTECH SYSTEM INSPECTION PORT
- DENOTES PROPOSED STORM PIPE
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING GUY WIRE
- DENOTES EXISTING BACKFLOW PREVENTER
- DENOTES EXISTING WATER METER
- DENOTES EXISTING TREE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES PROPOSED HANDRAIL–SEE LA PLANS FOR DETAILS
- DENOTES EXISTING WATER LINE
- W — DENOTES PROPOSED WATER LINE
- 4WL — DENOTES PROPOSED 4" WATER LINE
- 6WL — DENOTES PROPOSED 6" WATER LINE
- FL — DENOTES PROPOSED FIRE LINE
- IRR — DENOTES PROPOSED IRRIGATION LINE
- 6PVCWL — DENOTES PROPOSED 6" PVC WATER LINE
- 6DIWL — DENOTES PROPOSED 6" DUCTILE IRON WATER LINE
- SS — DENOTES EXISTING SANITARY SEWER LINE
- SS — DENOTES PROPOSED SANITARY SEWER LINE
- GAS — DENOTES EXISTING GAS LINE
- GAS — DENOTES PROPOSED GAS LINE

INSET A



INSET B



GREGORY STREET 80' R/W

SR 30 (PUBLIC)

13TH AVENUE 100' R/W (PUBLIC)

14TH AVENUE R/W VARIES (PUBLIC)

DeLEON STREET 50' R/W (PUBLIC)

BAYFRONT PARKWAY STATE ROAD #196 R/W VARIES (PUBLIC)

PROPOSED SIX-STORY HOTEL WITH 132 ROOMS FFE: 23.50

INSTALL 6"x6" TAPPING SLEEVE & VALVE ECUA INSPECTOR TO BE PRESENT FOR WET TAP

INSTALL 6"x4" CC TAPPING SLEEVE & VALVE ECUA INSPECTOR TO BE PRESENT FOR WET TAP

INSTALL 6"x1" CC THREADED SADDLE TAP W/CORP STOP ECUA INSPECTOR TO BE PRESENT FOR WET TAP

CONNECT PROPOSED 6" DUCTILE IRON WATER LINE TO EXISTING 6" WATER LINE

SEE INSET A

PROPOSED GAS LINE CONNECTION CITY OF PENSACOLA RESPONSIBLE FOR PERMITTING & CONSTRUCTION OF GAS LINE CONNECTION – CONTRACTOR TO COORDINATE CONSTRUCTION WITH PENSACOLA ENERGY

REFERENCE IRRIGATION PLANS FOR CONTINUATION OF LINE

INSTALL 4" PVC (DR 25) WATER LINE TO BUILDING

INSTALL 6" PVC C900 FIRE LINE TO BUILDING

INSTALL GREASE WASTE LINE TO DUMPSTER FROM BUILDING REFERENCE PLUMBING PLANS FOR MORE INFORMATION

INSTALL 200 LF± 6" DUCTILE IRON WATER LINE WHERE ILLUSTRATED

INSTALL 210 LF± 6" PVC (DR 25) WATER LINE WHERE ILLUSTRATED

SEE INSET B

CONNECT EXISTING WATER SERVICE TO PROPOSED 6" DUCTILE IRON WATER LINE W/APPROPRIATE FITTINGS TYP. ALONG DELEON STREET

APPROXIMATE LOCATION OF EXISTING WATER SERVICE TO BE TRANSFERRED TO NEW 6" WATER LINE

APPROXIMATE LOCATION OF EXISTING WATER SERVICE TO BE TRANSFERRED TO NEW 6" WATER LINE

INSTALL 8" PVC (DR 26) SANITARY SEWER LINE TO BUILDING INV ELEV=14.00 @ BUILDING REFERENCE SHT C15 FOR PROFILE

INSTALL 8" PVC (DR 26) SANITARY SEWER LINE FROM BLDG. TO EXISTING MANHOLE

PROVIDE MECHANICAL JOINT TRANSITION COUPLING @ PVC/DUCTILE IRON CONNECTION

INSTALL 4" PVC GREASE WASTE LINE TO BUILDING W/CLEANOUT INV ELEV=14.35

INSTALL 1,500 GALLON GREASE INTERCEPTOR SEE PLUMBING PLANS FOR DETAILS

INSTALL 15 LF± 4" PVC (SDR 26) INV ELEV=14.00 @ GREASE INTERCEPTOR OUTLET

EXISTING 18" SEWER LINE @ INV ELEV 3.30±

EXISTING SANITARY SEWER MANHOLE TOP ELEV = 17.21' INV ELEV = 13.41' NEW INV ELEV IN (N) = 13.50'

INSTALL 275 LF± 6" DUCTILE IRON WATER LINE WHERE ILLUSTRATED

INSTALL (2) 6" 45° BENDS

INSTALL 6"x6"x6" TEE FITTING

INSTALL 6" GATE VALVE & CI BOX

INSTALL FIRE HYDRANT ASSEMBLY SEE DETAIL SHT C15

INSTALL 6"x4" REDUCER + CONNECT PROPOSED 4" WATER LINE TO EXISTING 4" WATER LINE

INSTALL 6" 90° BEND

INSTALL 70 LF± 6" PVC WATER LINE WHERE ILLUSTRATED

INSTALL NEW 6" PVC WATER LINE UNDER ASPHALT DRIVEWAY + CONCRETE SIDEWALK

JACK AND BORE 50 LF± 6" DUCTILE IRON WATER LINE UNDER 14TH AVENUE

PROVIDE MECHANICAL JOINT TRANSITION COUPLING @ PVC/DUCTILE IRON CONNECTION

INSTALL FITTINGS, AS NECESSARY, TO MAINTAIN MINIMUM COVER IN STEEP SLOPED AREA

GENERAL UTILITY NOTES:

1. All potable water and sanitary sewer work shall be done in accordance with ECUA'S engineering manual.
2. Contractor shall notify ECUA, F.D.O.T. and the County Engineer 48 hours prior to the commencement of this project.
3. Contractor shall make sewer service connections and potable water connections with an ECUA Inspector present.
4. All work shall comply with applicable standards and codes established by ECUA and the Florida Department of Environmental Protection and written specifications.
5. Contractor shall notify Sunshine One Utilities two business days in advance prior to digging within R/W: 1–800–432–4770.
6. The Contractor shall notify the superintendents of the water, gas, sewer, telephone and power companies 10 days in advance, that he intends to start work in a specific area. The Owner disclaims any responsibility for the support and protection of sewers, drains, water pipes, gas pipes, conduits of any kind, utilities or other structures owned by the City, County, State or by private or public utilities legally occupying any street, alley, public place or right–of–way.
7. Florida State Statute 553.851 requires that all excavators notify gas companies of their intention to perform any excavation at least two business days (excluding Sat., Sun. & holidays) prior to beginning work.
8. Locations of existing utilities shown on plans are approximate only and it shall be the responsibility of the Contractor to verify the location and sizes before construction. Failure of the plans to show the existence of any underground utilities, structures, etc., shall not relieve the Contractor from the responsibility of locating, preserving and protecting said utility or structures.
9. Property obstructions which are to remain in place, such as buildings, sewer, storm drains, water or gas pipes, electrical conduits, poles, walls, posts, etc., are to be carefully protected and are not to be displaced, unless noted.
10. Relocation of the obstructions owned by private property Owner, such as mailboxes, shall be the responsibility of the Contractor who must coordinate with the property Owner.
11. Control of sedimentation and erosion shall be the Contractor's responsibility.
12. Contractor shall dispose of by hauling away all excess material.
13. The Utility Contractor shall make connections to the sanitary sewer as shown and shall verify locations and elevations of all utility lines prior to beginning work. The Utility Contractor shall include the cost of protection and/or relocation of other utilities in his bid and shall coordinate his work with other utility sub–contractors to prevent conflicts with other utility lines.
14. Contractor shall be responsible for and comply with any testing required by the local governing agency in addition to the testing requirements outlined in the specifications.
15. Proposed water line shall have a minimum cover of 30" and a maximum cover of 36" below finished grade unless otherwise noted.
16. "As–built" drawings showing all service lines, laterals, mains and valve locations measured from permanent reference points shall be furnished to the Engineer prior to acceptance.
17. Grading around trees which are to remain shall be away from the tree in a manner to cause no damage to the tree.
18. Contractor shall be responsible for the seeding and mulching and/or sodding of street and road shoulder areas in accordance with FDOT and applicable county requirements and standards.
19. Water supply facilities, including mains, shall be installed, cleaned, disinfected and bacteriologically cleared for service in accordance with the latest applicable AWWA Standards and coordinated with the designated ECUA inspector and Quality Control Supervisor.
20. All onsite water and sewer facilities shall be privately owned, operated and maintained.
21. Contractor is responsible for adjustment of existing utilities if proposed improvements impact existing utilities.
22. All work to take place within the right of way or to be owned and maintained by ECUA post–construction shall be performed by a certified underground utility contractor.
23. Contractor must locate existing water main, sanitary sewer line and gas line to be tied into and verify configuration to establish the best location for connection.
24. Contractor shall obtain an Escambia County right of way permit prior to working within the county R/W.
25. Contractor to video/document all right of way areas to be impacted prior to construction.
26. Reference utility details provided on sheets C15.
27. Contractor to coordinate power supply to building with Gulf Power...850–429–2861
28. Contractor to coordinate proposed natural gas service with Energy Services of Pensacola...850–983–5434.

NO.	DATE	REVISIONS
1	02/07/2024	HILTON 50% SUBMISSION
2	09/18/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
3	10/02/2024	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
4	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

THE DRAWINGS IS THE PROPERTY OF HAMMOND ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 5TH STREET
PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR HOMEWOOD SUITES

UTILITY PLAN

CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 06/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

PROJECT NO: 23-012

SHEET: C8

GRAPHIC SCALE

22"x34" SCALE 1 inch = 20 ft.

20 0 10 20 40 80

11"x17" SCALE 1 inch = 40 ft.

LEGEND:

- DENOTES EXISTING ASPHALT
- DENOTES EXISTING ASPHALT TO BE REMOVED
- DENOTES EXISTING CONCRETE
- DENOTES EXISTING CONCRETE TO BE REMOVED
- DENOTES EXISTING GRAVEL
- DENOTES EXISTING GRAVEL TO BE REMOVED
- DENOTES PROPOSED LIGHT DUTY ASPHALT
- DENOTES PROPOSED HEAVY DUTY ASPHALT
- DENOTES PROPOSED SIDEWALK CONCRETE
- DENOTES PROPOSED 6" THICK CONCRETE
- DENOTES EXISTING STORM PIPE
- DENOTES EXISTING CHAIN LINK FENCE
- DENOTES EXISTING WIRE FENCE
- DENOTES EXISTING OVERHEAD UTILITIES
- DENOTES EXISTING STORMWATER MANHOLE
- DENOTES EXISTING SANITARY SEWER MANHOLE
- DENOTES EXISTING CONTOUR
- DENOTES PROPOSED SILT FENCE
- DENOTES PROPOSED TREE PROTECTION BARRIER
- DENOTES PROPOSED HAY BALE EROSION CONTROL PROTECTION
- DENOTES EXISTING CONTOUR
- DENOTES PROPOSED CONTOUR
- MATCH EXISTING GRADE
- DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING GUY WIRE
- DENOTES EXISTING BACKFLOW PREVENTER
- DENOTES EXISTING WATER METER
- DENOTES EXISTING TREE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES PROPOSED STORMTECH SYSTEM INSPECTION PORT
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES PROPOSED DUAL SPOT ELEVATION (TOP #=TOP OF CURB/SIDEWALK, BOTTOM #=ASPHALT/CONC. ELEV)
- DENOTES PROPOSED ONSITE PAVERS W/HERRINGBONE PATTERN
- DENOTES PROPOSED ONSITE PAVERS W/RUNNING BOARD PATTERN
- DENOTES PROPOSED CITY STANDARD PAVERS
- DENOTES PROPOSED SOD

FDOT GENERAL NOTES:

PERMITTED WORK DOES NOT INCLUDE LANE CLOSURES ALONG THE STATE HIGHWAY. IF A LANE CLOSURE IS NECESSARY, A WRITTEN REQUEST FOR CLOSURE THAT INCLUDES PROPOSED DATES, TIMES, AND PROJECT DURATION MUST BE SUBMITTED TO FDOT. ALLOW A MINIMUM OF 2 WEEKS IN THE CONSTRUCTION SCHEDULING FOR THIS SPECIAL REVIEW.

ALL LANES MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTOPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE LOCAL MAINTENANCE ENGINEER OR HIS DESIGNEE.

ALL WORK IN THE RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE 2019-20 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, THE LATEST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE PLANS PREPARATION MANUAL (PPM) AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

ALL SIGNAGE FOUND IN THE RIGHT OF WAY THAT MUST BE REMOVED FOR CONSTRUCTION PURPOSES MUST BE RELOCATED IN THE SAME PRE-CONSTRUCTION VICINITY. ANY DAMAGE TO SIGNS OR POSTS DURING REMOVAL, STORAGE, OR RELOCATION WILL REQUIRE THE SIGN(S) OR POST(S) TO BE REPLACED WITH NEW.

NO WORK SHALL BE PERFORMED WITHIN THE RIGHT-OF-WAY UNTIL THE PROPER MAINTENANCE OF TRAFFIC IS IN PLACE ACCORDING TO THE APPROPRIATE 102-600 SERIES INDEX OF THE STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION. A CERTIFIED WORKSITE TRAFFIC SUPERVISOR SHALL SET UP THE MOT.

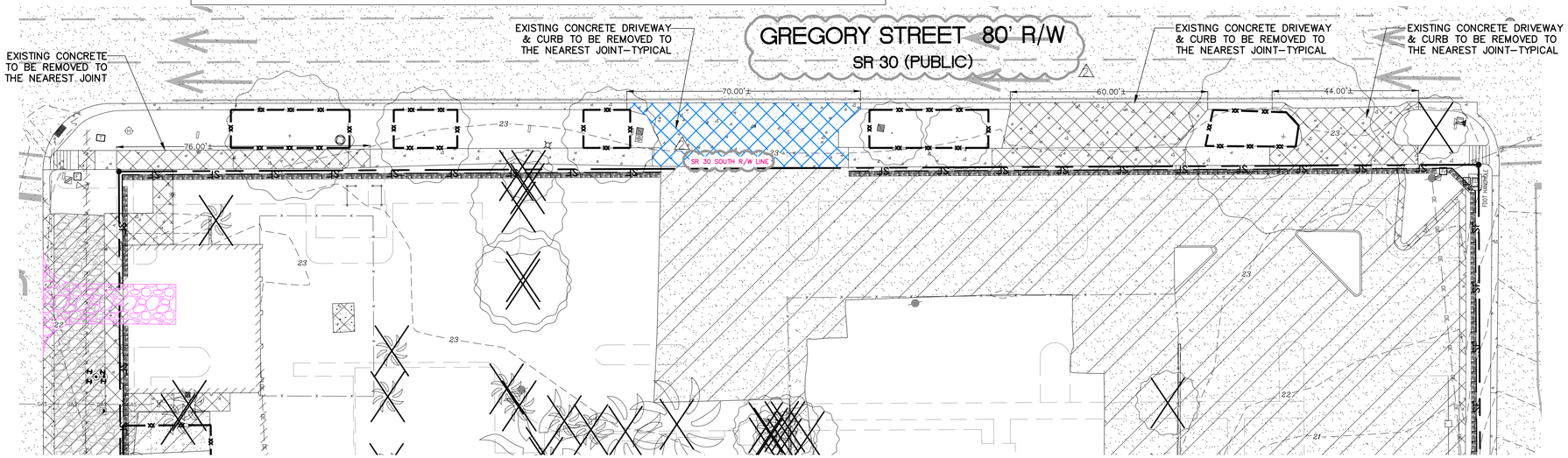
A QUALITY CONTROL PLAN FOR ALL WORK TO TAKE PLACE WITHIN THE STATE RIGHT OF WAY IS REQUIRED PRIOR TO START OF CONSTRUCTION.

ALL PAVEMENT MARKINGS AND STRIPING TO BE THERMOPLASTIC AND INSTALLED ACCORDING TO THE APPROPRIATE 711 SERIES INDEX OF THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION.

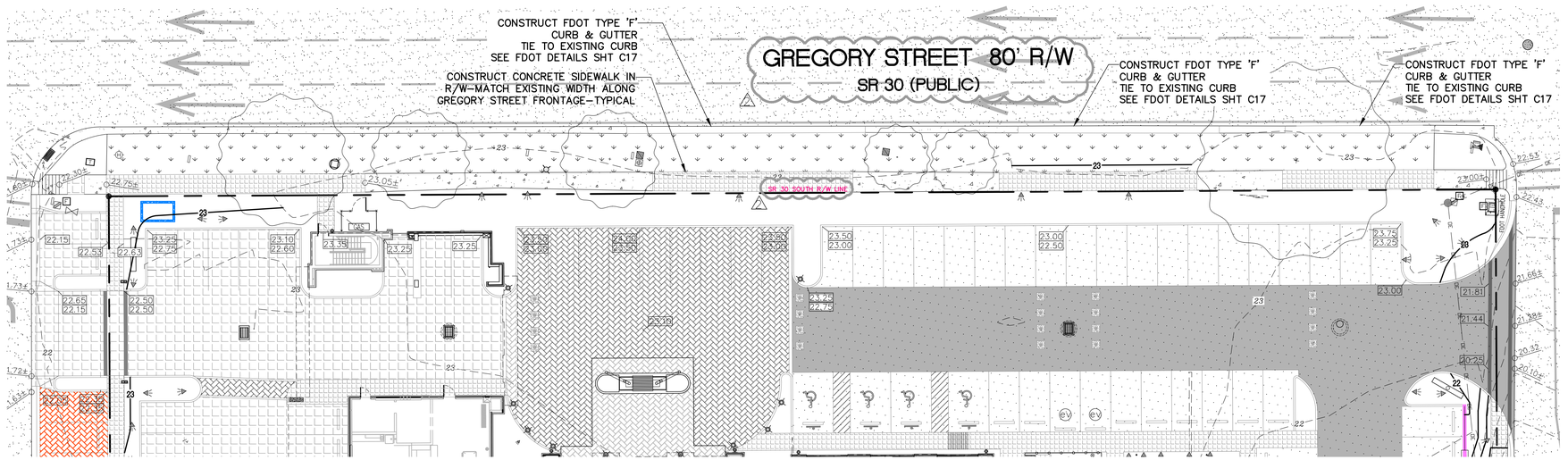
CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF EROSION CONTROL DURING CONSTRUCTION.

A MINIMUM OF 30" OF SOD MUST BE LAID BESIDE ALL NEW PAVEMENT. ALL OTHER DISTURBED AREAS ARE TO BE SEEDED AND MULCHED. ALL SLOPES GREATER THAN 3:1 REQUIRE PINNED SOD.

ALL SODDED AND SEEDED AREAS MUST BE WATERED UNTIL GRASS IS ESTABLISHED.



EXISTING CONDITIONS



PROPOSED IMPROVEMENTS

NO.	DATE	REVISIONS
1	02/07/2024	HILTON 50% SUBMISSION
2	09/18/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
3	10/02/2024	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
4	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

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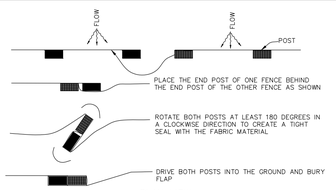
SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
FDOT ACCESS PLAN
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 05/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

PROJECT NO: 23-012

SHEET: C9



JOINING TWO SILT FENCES

NTS

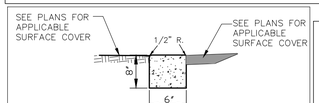
NOTES FOR SILT FENCES:

1. TYPE III SILT FENCE TO BE USED AT MOST LOCATIONS. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH CHART 1 (FOUND BELOW)

2. TYPE IV SILT FENCE TO BE USED WHERE LARGE SEDIMENT LOADS ARE ANTICIPATED. SUGGESTED USE IS WHERE FILL SLOPE IS 1:2 OR STEEPER AND LENGTH OF SLOPE EXCEEDS 25'. AVOID USE WHERE THE DETAINED WATER MAY BACK INTO TRAVEL LANES OR ADJACENT PROPERTY.

3. DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATER COURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMENENT BODIES OF WATER.

4. WHERE USED AS SLOPE PROTECTION, SILT FENCE IS TO BE CONSTRUCTED ON ON LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.

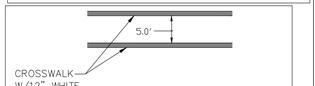


6" RIBBON CURB

N.T.S.

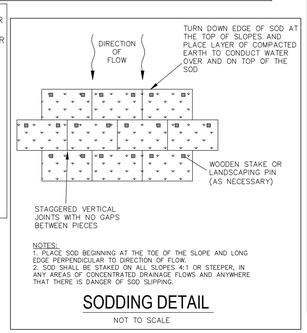
NOTE:

1. ALL CURB TO HAVE CONTROL JOINT AT 15' ON CENTER & AT ALL PC'S & PT'S. MIN. DEPTH OF JOINT TO BE 2".
2. EXPANSION JOINTS ARE TO BE 60' ON CENTER, TYPICAL FOR ALL CURB.
3. CONCRETE TO BE 3000 PSI.



THERMOPLASTIC CROSSWALK DETAIL

NTS

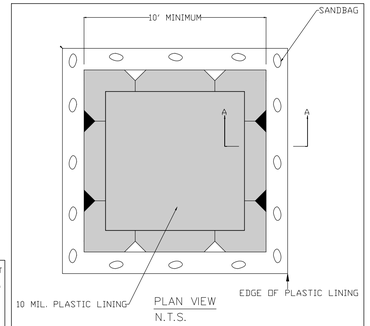


NOTES:

1. PLACE SOD BEGINNING AT THE TOE OF THE SLOPE AND LONG EDGE PERPENDICULAR TO DIRECTION OF FLOW.
2. SOD SHALL BE STAKED ON ALL SLOPES 4:1 OR STEEPER, IN ANY AREAS OF CONCENTRATED DRAINAGE FLOWS AND ANYWHERE THAT THERE IS DANGER OF SOD SLIPPING.

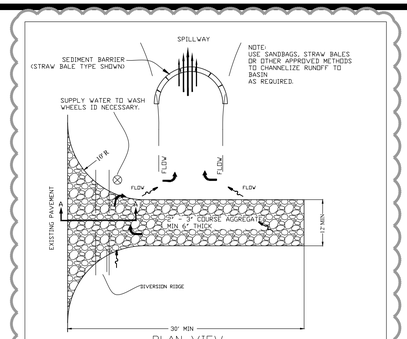
SODDING DETAIL

NOT TO SCALE

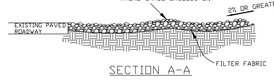


CONCRETE WASHOUT DETAIL

NTS



TEMPORARY GRAVEL CONSTRUCTION ENTRANCE TO BE CONSTRUCTED AT ALL DESIGNATED CONSTRUCTION ENTRANCES AND EXITS.



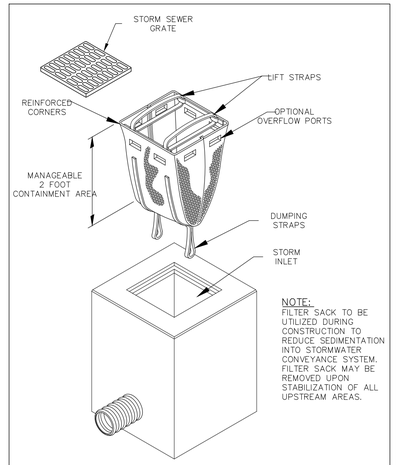
TEMPORARY CONSTRUCTION ENTRANCE

NTS

NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

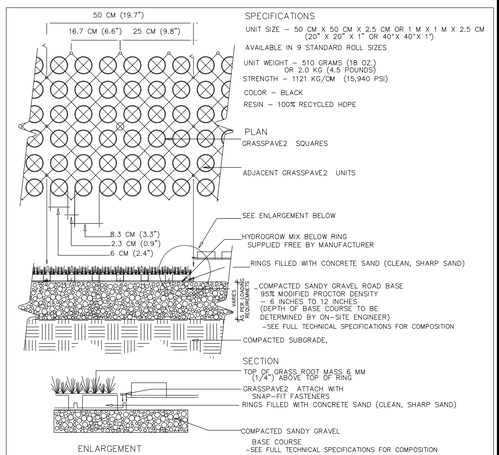
Offsite vehicle tracking of sediments and geration of dust shall be minimized. A stabilized construction access road shall be utilized to reduce off-site tracking. Offsite sediment removal should be conducted at a frequency necessary to minimize impacts. Vehicle wash area should be considered if offsite tracking becomes excessive.



NOTE:
FILTER SACK TO BE UTILIZED DURING CONSTRUCTION TO REDUCE SEDIMENTATION INTO STORMWATER CONVEYANCE SYSTEM. FILTER SACK MAY BE REMOVED UPON STABILIZATION OF ALL UPSTREAM AREAS.

TEMPORARY INLET PROTECTION
FILTER SACK DETAIL

NTS



SPECIFICATIONS

UNIT SIZE – 50 CM X 50 CM X 2.5 CM OR 1 M X 1 M X 2.5 CM (20" X 20" X 1" OR 40"X 40"X 1")

AVAILABLE IN 9 STANDARD ROLL SIZES

UNIT WEIGHT – 510 GRAMS (18 OZ.) OR 2.0 KG (4.5 POUNDS)

STRENGTH – 1121 KG/CM (15,940 PSI)

COLOR – BLACK

RESIN – 100% RECYCLED HDPE

PLAN

GRASSPAVE2 SQUARES

ADJACENT GRASSPAVE2 UNITS

NOTE: GRASS/PLANT TYPES SHALL BE SPECIFIED BY A LANDSCAPE ARCHITECT OR LANDSCAPE DESIGNER.

TYPICAL GRASSPAVE2 DETAIL

CHOOSE THIS PRODUCT FOR REINFORCING GRASS WEARING SURFACES

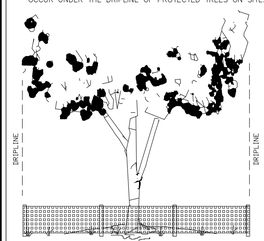
NOT TO SCALE

Invisible Structures, Inc.
GPDET18.DWG

16265 E. 33RD DR., SUITE 20
AURORA, COLORADO 80011
800-233-1510 OR 303-233-8383
FAX: 800-233-1522 OR
303-233-8282
www.invisiblestructures.com
rev. 1/18

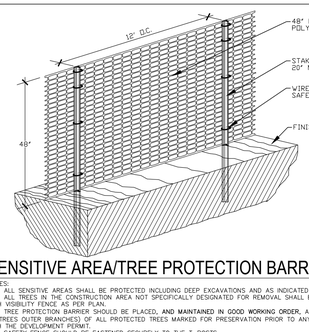
TREE PROTECTION BARRICADES SHOULD BE PLACED AROUND THE DRIPLINE OF ALL PROTECTED TREES MARKED FOR PRESERVATION PRIOR TO ANY LAND DISTURBANCE CONSISTENT WITH THE DEVELOPMENT ORDER.

NO UN-PERMITTED GRADING OR CLEARING BY HEAVY EQUIPMENT SHOULD HAPPEN UNDER THE DRIPLINE OF PROTECTED TREES TO REMAIN ON THE SITE. STORAGE OF HEAVY EQUIPMENT SHALL NOT OCCUR UNDER THE DRIPLINE OF PROTECTED TREES ON SITE.



PROPERLY CONSTRUCTED BARRICADE PROTECTS THE TOTAL AREA WITHIN THE DRIPLINE. DRIPLINE OF A TREE IS THE EXTENT OF ITS OUTER BRANCHES.

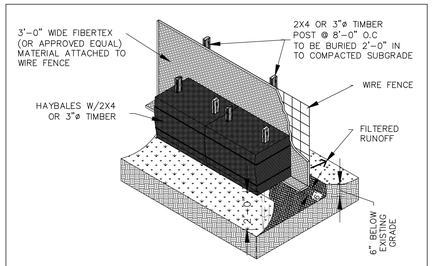
TREE PROTECTION BARRIER



SENSITIVE AREA/TREE PROTECTION BARRIER

NOTES:

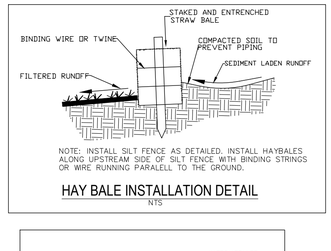
1. ALL SENSITIVE AREAS SHALL BE PROTECTED INCLUDING DEEP EXCAVATIONS AND AS INDICATED ON PLANS.
2. ALL TREES IN THE CONSTRUCTION AREA NOT SPECIFICALLY DESIGNATED FOR REMOVAL SHALL BE PRESERVED AND PROTECTED WITH HIGH VISIBILITY FENCE AS PER PLAN.
3. TREE PROTECTION BARRIER SHOULD BE PLACED, **AND MAINTAINED IN GOOD WORKING ORDER**, AROUND THE DRIPLINE (THE EXTENT OF TREES OUTER BRANCHES) OF ALL PROTECTED TREES MARKED FOR PRESERVATION PRIOR TO ANY LAND DISTURBANCE CONSISTENT WITH THE DEVELOPMENT PERMIT.
4. SAFETY FENCE SHOULD BE FASTENED SECURELY TO THE T-POSTS.
5. THE FENCING MUST REMAIN IN PLACE DURING ALL PHASES OF CONSTRUCTION; ANY CHANGE OF THE PROTECTIVE FENCING MUST BE APPROVED.
6. NO UN-PERMITTED GRADING OR CLEARING BY HEAVY EQUIPMENT SHOULD OCCUR UNDER THE DRIPLINE OF PROTECTED TREES TO REMAIN ON THE SITE. STORAGE OF HEAVY EQUIPMENT SHALL NOT OCCUR UNDER THE DRIPLINE OF PROTECTED TREES ON SITE.
7. ALL DAMAGED ROOTS ARE TO BE EXPOSED TO SOUND TISSUE AND SEVERED CLEANLY (NOT TORN). ROOTS SHALL BE PRUNED CLEANLY TO A DEPTH OF 18 INCHES BELOW THE EXISTING GRADE OR TO THE DEPTH OF DISTURBANCE IF LESS THAN 18 INCHES FROM EXISTING GRADE.
8. 50% OF THE AREA, AS DETERMINED AT THE TIME OF LANDSCAPE LAND APPROVAL, WITHIN THE DRIPLINE OF PROTECTED TREES TO REMAIN ON SITE SHALL BE MAINTAINED IN EITHER VEGETATIVE LANDSCAPE MATERIAL OR PERVIOUS SURFACE COVER.



CITY OF PENSACOLA
STANDARD EROSION CONTROL DETAIL

N.T.S.

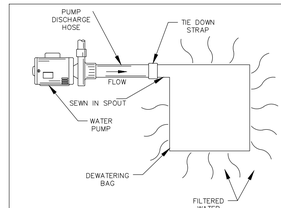
NOTE: AT THE COMPLETION OF THE PROJECT AND AFTER SOIL STABILIZATION AND VEGETATIVE GROWTH HAVE BEEN ASSURED, THE SILT FENCE MUST BE COMPLETELY REMOVED AND THE EMBEDMENT TRENCH RESTORED TO A NATURAL CONDITION.



NOTE: INSTALL SILT FENCE AS DETAILED. INSTALL HAYBALES ALONG UPSTREAM SIDE OF SILT FENCE WITH BINDING STRINGS OR WIRE RUNNING PARALELL TO THE GROUND.

HAY BALE INSTALLATION DETAIL

NTS



DEWATERING FILTER BAG NOTES:

DESCRIPTION:
FILTER BAGS WILL BE USED AS AN EFFECTIVE FILTER MEDIUM TO CONTAIN SAND, SILT, AND FINES ASSOCIATED WITH TRENCH DEWATERING. THE FILTER BAG CONTAINS THESE MATERIALS WHILE ALLOWING THE WATER TO FLOW THROUGH THE FABRIC.

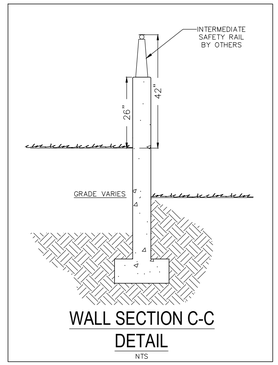
INSTALLATION:
FILTER BAGS MAY REPLACE HAY BALE CORRALS DURING TRENCH DEWATERING, AT THE DISCRETION OF THE EROSION CONTROL INSPECTOR. TO INSURE PROPER INSTALLATION, FILTER BAGS SHALL BE PLACED ON RELATIVELY FLAT TERRAIN FREE OF BRUSH AND STUMPS TO AVOID RUPTURE AND PUNCTURES. PROPER INSTALLATION REQUIRES CUTTING A SMALL HOLE IN THE CORNER OF THE BAG, INSERTING THE PUMP DISCHARGE HOSE, AND THEN SECURING THE DISCHARGE HOSE TO THE BAG WITH A HOSE CLAMP. FILTER BAGS ARE TO BE PLACED AS FAR AWAY FROM FLOWING STREAMS AND WETLANDS AS POSSIBLE.

MAINTENANCE:
PRIOR TO REMOVING A BAG FROM THE HOSE, THE BAG WILL BE TIED OFF BELOW THE END OF THE HOSE ALLOWING THE BAG TO DRAIN. DRAINAGE WILL NOT BE ALLOWED THROUGH THE INLET HOLE. TO AVOID RUPTURE, THE BAGS WILL BE ATTENDED AND PUMPING RATES MONITORED. ONCE THE BAG IS INFLATED TO JUST UNDER THE MAXIMUM MANUFACTURERS RECOMMENDATION, PUMPING WILL STOP TO AVOID RUPTURE. FILTER BAGS USED DURING CONSTRUCTION WILL BE BUNDLED AND REMOVED FOR PROPER DISPOSAL.

SPECIFICATION:
FILTER BAGS ARE TO BE CONSTRUCTED OF NON-WOVEN GEOTEXTILE FABRIC. A MAXIMUM OF ONE SIX INCH DISCHARGE HOSE WILL BE ALLOWED PER FILTER BAG. FILTER BAG CAPACITY MAY BE EXCEEDED BEYOND 2,000 GALLONS PER MINUTE (REF. MANUFACTURERS SPECIFICATIONS). TYPICAL BAG DIMENSIONS ARE 15 FEET BY 13.25 FEET. TO HELP PREVENT PUNCTURES, GEOTEXTILE FABRIC SHOULD BE PLACED UNDER THE FILTER BAG WHEN USED IN WOODED LOCATIONS. UNATTENDED FILTER BAGS SHALL BE ENCIRCLED WITH A HAY BALE OR SILT FENCE CORRAL. HOSE CLAMPS SHALL BE USED TO SECURE THE DISCHARGE HOSE; WIRE OR STRING WILL NOT BE USED.

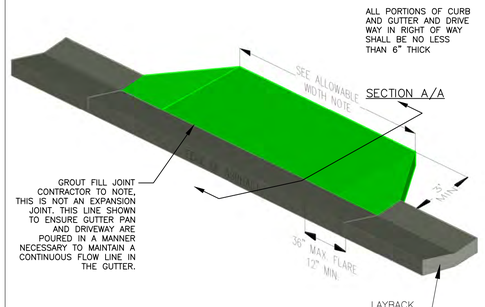
DEWATERING FILTER SACK

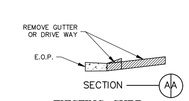
N.T.S.



WALL SECTION C-C
DETAIL

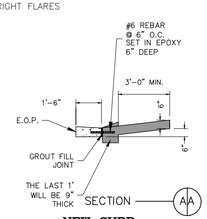
NTS





EXISTING CURB

DRIVEWAY FROM R/W TO FLOW LINE OF GUTTER IS TO BE ONE POUR AND INCLUDE LEFT AND RIGHT FLARES



NEW CURB

INSPECTION
DRIVEWAY/LAYBACK CURB/OTHER WORK

PRELIMINARY INSPECTION
COMPACTION AND FORM WORK IS INSPECTED BY THE ENGINEERING AND CONSTRUCTION SERVICES (24 HOURS BEFORE POURING). IF MODIFYING EXISTING CURB CUT & DRIVEWAY SECTION DOES NOT MEET STANDARDS THEN DRIVEWAY SECTION MUST BE REMOVED AND REPLACED TO MEET CITY STANDARDS.

FINAL INSPECTION
FINAL INSPECTION IS CONDUCTED AFTER THE DRIVEWAY/LAYBACK CURB, OR OTHER WORK HAS BEEN COMPLETED (AFTER POURING). PLEASE CALL 436-5600 BETWEEN 7:30 A.M. – 4:30 P.M. TO SCHEDULE THE PRELIMINARY AND FINAL INSPECTIONS.

NOTES:

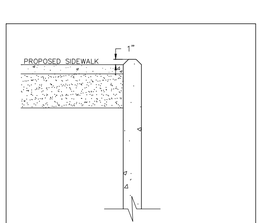
- 3000 PSI CONCRETE AT 28 DAYS WITH 1LB. FIBER REINFORCEMENT PER CU. YD.
- EDGE OF PAVEMENT SHALL BE SAWCUT AS NECESSARY TO PREVENT FAILURE/CRUMBLING AND TO PROVIDE SMOOTH EDGE/TRANSITION BETWEEN EXISTING AND CONCRETE.
- EXPANSION JOINTS AS REQUIRED.
- EDGED WITH ½" RADIUS AND BROOM FINISH.

ALLOWABE WIDTH

	MIN:	MAX:
[ ] RESIDENTIAL: 12'-0" (SINGLE DRIVEWAY)		24'-0"
[ ] RESIDENTIAL: 20'-0" (JOINT-USE DRIVEWAY)		24'-0"
[ ] RESIDENTIAL: 24'-0" (MULTI-FAMILY)		40'-0"
[ ] COMMERCIAL: 12'-0"		40'-0"

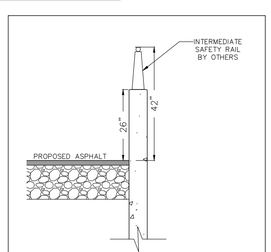
CITY OF PENSACOLA
TYPE "B" (LAYBACK) CURB DRIVEWAY DETAIL

DRIVEWAY SHALL BE INSTALLED IN SUCH A MANNER AS TO NEITHER CREATE A STANDING WATER ISSUE, CREATE AN EROSION ISSUE, NOR DIRECT STORMWATER ONTO PRIVATE PROPERTY. INSTALLATION OF DRIVEWAY SHALL ALLOW FOR STORMWATER TO FLOW ALONG SAME COURSIE AS PRE-CONSTRUCTION CONDITIONS. FOR FURTHER INFORMATION, CONTACT THE CITY OF PENSACOLA BUILDING INSPECTION DEPARTMENT @ 436-5600.



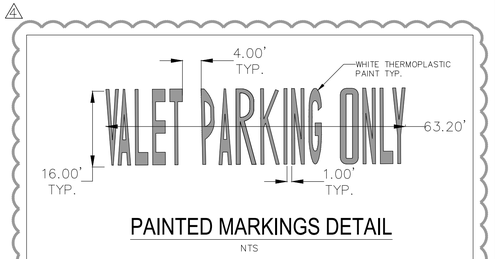
WALL SECTION A-A
DETAIL

NTS



WALL SECTION B-B
DETAIL

NTS



PAINTED MARKINGS DETAIL

NTS

NO.	DATE	REVISIONS
1	02/07/2024	HILTON 50% SUBMISSION
2	09/18/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
3	10/02/2024	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
4	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

THE DRAWINGS IS THE PROPERTY OF HAMMOND ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT SHALL NOT BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

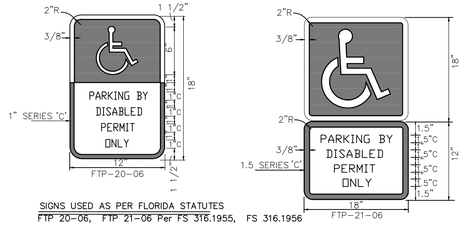
HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 51ST STREET
PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
CONSTRUCTION DETAILS
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJS
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 06/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

PROJECT NO: 23-012

SHEET: C10



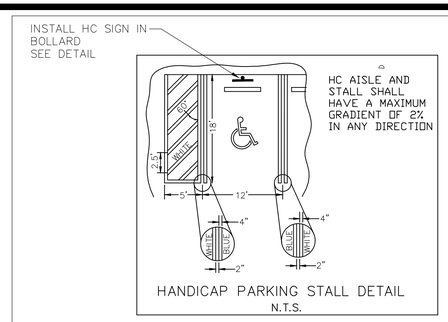
SIGNS USED AS PER FLORIDA STATUTES
FTP 20-06, FTP 21-06 Per FS 316.1955, FS 316.1956

INSTALL BELOW HANDICAP SIGN (FTP-22-06)

FINE IMPOSED AS PER CITY OF PENSACOLA ORDINANCE 11-2-36

NOTES:
1. Top portion of FTP 20-06 & 21-06 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. FTP 20-06 & 21-06 may be fabricated on one panel or two.
4. FTP 20-06 may be substituted for the FTP 21-06 in areas where space is limited.
5. Signs are to be mounted at standard height. (min. 60" from pavment to bottom of sign).

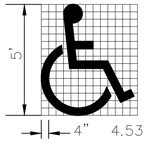
HANDICAPPED PARKING SIGN DETAIL
NTS



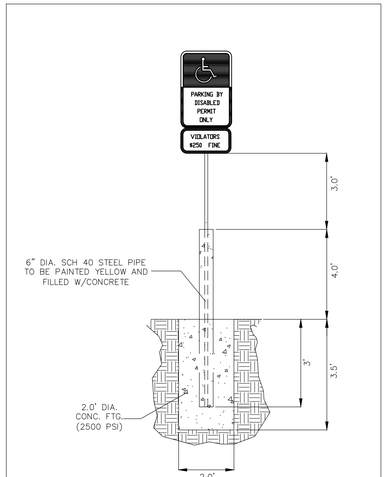
HANDICAP PARKING STALL DETAIL
N.T.S.

HANDICAP PARKING SPACE TO BE PAINTED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 711-001, LATEST EDITION

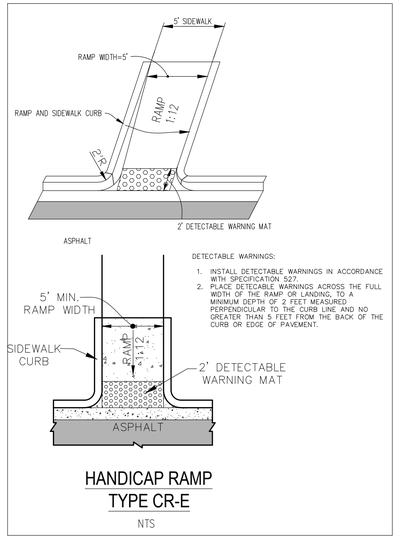
SYMBOL SHALL BE WHITE IN COLOR. REFERENCE FDOT STANDARD PLANS INDEX 711-001 FOR ADDITIONAL DETAILS



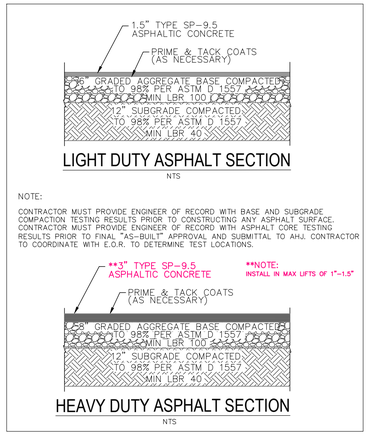
HANDICAP PAVEMENT SYMBOL/LINING
NTS



BOLLARD DETAIL W/ SIGN
NTS



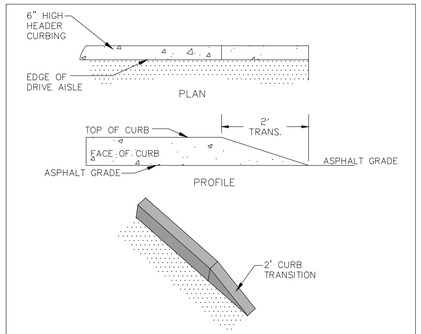
HANDICAP RAMP TYPE CR-E
NTS



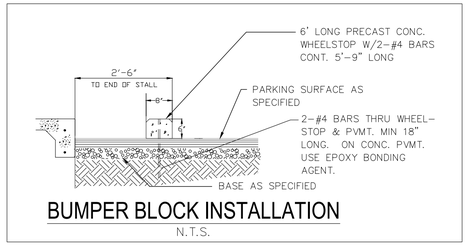
LIGHT DUTY ASPHALT SECTION
NTS

NOTE:
CONTRACTOR MUST PROVIDE ENGINEER OF RECORD WITH BASE AND SUBGRADE COMPACTION TESTING RESULTS PRIOR TO CONSTRUCTING ANY ASPHALT SURFACE. CONTRACTOR MUST PROVIDE ENGINEER OF RECORD WITH ASPHALT CORE TESTING RESULTS PRIOR TO FINAL "AS-BUILT" APPROVAL AND SUBMITTAL TO AHJ. CONTRACTOR TO COORDINATE WITH E.O.R. TO DETERMINE TEST LOCATIONS.

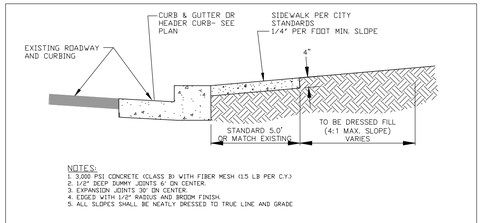
HEAVY DUTY ASPHALT SECTION
NTS



CURB TAPER
N.T.S.

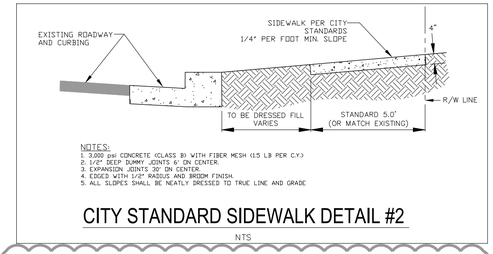


BUMPER BLOCK INSTALLATION
N.T.S.



NOTES:
1. 3,000 PSI CONCRETE (CLASS B) WITH FIBER MESH (1.5 LB PER C.Y.)
2. 1/2" DEEP DUMMY JOINTS 6' ON CENTER.
3. EXPANSION JOINTS 30' ON CENTER.
4. EDGES WITH 1/2" RADIUS AND BROOM FINISH.
5. ALL SLOPES SHALL BE NEATLY DRESSED TO TRUE LINE AND GRADE

CITY STANDARD SIDEWALK DETAIL #1
NTS



NOTES:
1. 3,000 psi CONCRETE (CLASS B) WITH FIBER MESH (1.5 LB PER C.Y.)
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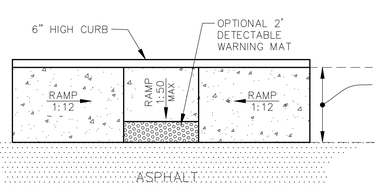
3. EXPANSION JOINTS 30' ON CENTER.
4. EDGES WITH 1/2" RADIUS AND BROOM FINISH.
5. ALL SLOPES SHALL BE NEATLY DRESSED TO TRUE LINE AND GRADE

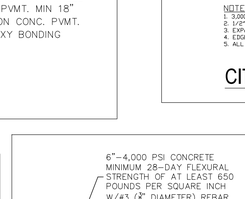
CITY STANDARD SIDEWALK DETAIL #2
NTS



HANDICAP CURB RAMP TYPE CR-C
NTS

6" HEADER CURB
N.T.S.

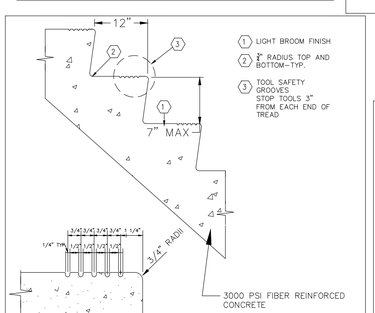
NOTE:
1. ALL CURB TO HAVE DUMMY JOINT AT 10' ON CENTER & AT ALL PC'S & PT'S. MIN. DEPTH OF JOINT TO BE 2".
2. EXPANSION JOINTS ARE TO BE 60' ON CENTER. TYPICAL FOR ALL CURB.
3. CONCRETE TO BE 3000 PSI.



STANDARD CONCRETE SECTION
NTS

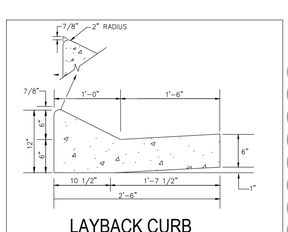
NOTES:
1. SAWED OR SCORED CONTROL JOINTS SHALL BE SPACED AT 5 FT MAXIMUM FOR SIDEWALKS AND 10 FT FOR DRIVES.
2. CONSTRUCT EXPANSION JOINTS WHERE NEW CONCRETE ABUTS NEW OR EXISTING CONCRETE CURBS, ASPHALT, OR OTHER STRUCTURES AND/OR ON 40 FT CENTERS ON SIDEWALKS AND 30' CENTERS ON DRIVES.
3. THOROUGHLY CLEAN JOINT OF ALL SAND, SOIL AND MISC. DEBRIS. APPLY MASKING TAPE ALONG SIDES OF JOINT FOR TEMPORARY PROTECTION DURING SEALANT APPLICATIONS. APPLY FULL BEAD OF VULKEM 116 OR 245 (NON SAG), OR APPROVED EQUAL, POURABLE SEALANT AND TOOL LIGHTLY. REMOVE TAPE IMMEDIATELY.
4. ALL CONCRETE SHALL BE TYPE 1 AND MEET THE REQUIREMENTS OF THE APPROPRIATE SECTIONS OF THE FDOT STANDARD SPECIFICATIONS, LATEST EDITION, UNLESS OTHERWISE NOTED ON DETAILS OR PLANS.
5. MATERIAL, DESIGN AND TEST SUBMITTALS SHALL BE PER THE FDOT STANDARD SPECIFICATIONS, LATEST EDITION.

**AT LEAST 18 INCHES OF FREE-DRAINING (PERMEABILITY OF AT LEAST 5 FT/DAY) SUBGRADE SOILS BENEATH THE BOTTOM-OF-PAVEMENT ELEVATION(S) MUST BE PROVIDED AND DENSIFIED TO AT LEAST 98 PERCENT OF THE MODIFIED PROCTOR TEST METHOD (ASTM D-1557) PRIOR TO PLACEMENT OF CONCRETE. THE FREE-DRAINING SUBGRADE MUST HAVE A SUITABLE EXIT POINT WHERE TRAPPED WATER CAN BE RELIEVED BY SEEPAGE. THE SURFACE OF THE SUBGRADE SOILS MUST BE SMOOTH, AND ANY DISTURBANCES OR WHEEL RUTTING CORRECTED PRIOR TO PLACEMENT OF CONCRETE. THE SUBGRADE SOILS MUST BE MOISTENED PRIOR TO PLACEMENT OF CONCRETE TO REDUCE DEHYDRATION OF THE PLACED CONCRETE. CONCRETE PAVEMENT THICKNESS SHOULD BE UNIFORM THROUGHOUT, WITH EXCEPTION TO THICKENED EDGES (CURB OR FOOTING). THE BOTTOM OF THE PAVEMENT SHOULD BE SEPARATED FROM THE ESTIMATED TYPICAL SEASONAL HIGH GROUNDWATER LEVEL BY AT LEAST 18 INCHES.



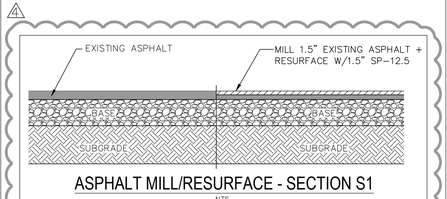
③ GROOVE DETAIL

TYPICAL CONCRETE EXTERIOR STAIR DETAIL
N.T.S.

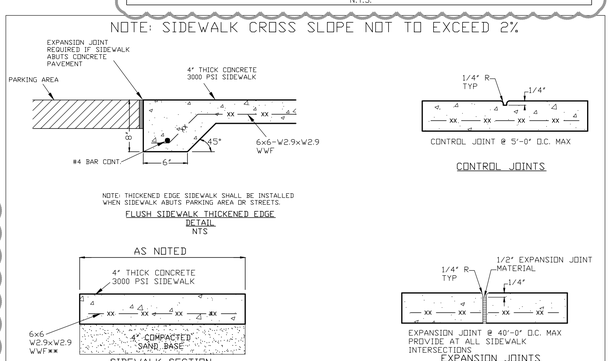


LAYBACK CURB SECTION A-A
NTS

NOTES:
1. ALL CURB TO HAVE DUMMY JOINT AT 10' ON CENTER & AT ALL PC'S & PT'S. MIN. DEPTH OF JOINT TO BE 2".
2. EXPANSION JOINTS ARE TO BE 60' ON CENTER. TYPICAL FOR ALL CURB.
3. CONCRETE TO BE A MINIMUM OF 3000 PSI AT 28 DAYS WITH FIBERMESH.



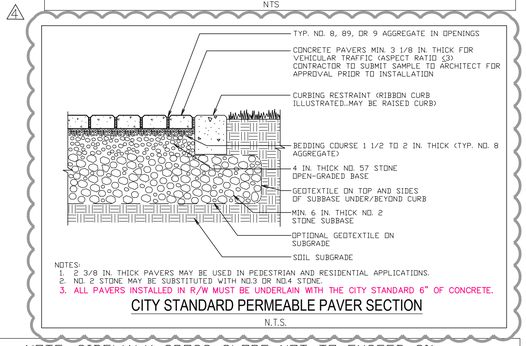
ASPHALT MILL/RESURFACE - SECTION S1
NTS



SIDEWALK DETAILS
NTS

**FIBER REINFORCED CONCRETE CAN BE USED IN LIEU OF WWF IF DESIRED

4 — 5' SIDEWALK



NOTES:
1. 2 3/8 IN. THICK PAVERS MAY BE USED IN PEDESTRIAN AND RESIDENTIAL APPLICATIONS.
2. NO. 2 STONE MAY BE SUBSTITUTED WITH NO.3 OR NO.4 STONE.
3. ALL PAVERS INSTALLED IN R/W MUST BE UNDERLAIN WITH THE CITY STANDARD 6" OF CONCRETE.

CITY STANDARD PERMEABLE PAVER SECTION
N.T.S.

NO.	DATE	REVISIONS
1	02/07/2024	HILTON 50% SUBMISSION
2	09/18/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
3	10/02/2024	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
4	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

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PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
CONSTRUCTION DETAILS
CITY OF PENSACOLA FLORIDA

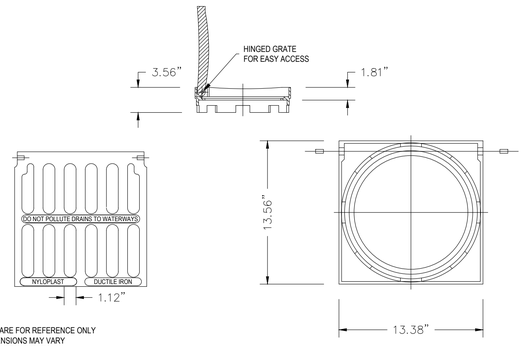
DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 05/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY:
DATE:

PROJECT NO: 23-012

SHEET: C11

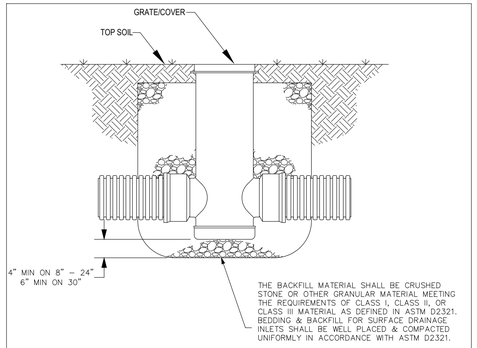
12" STANDARD GRATE ASSEMBLY

APPROX. DRAIN AREA = 60.62 SQ IN
APPROX. WEIGHT WITH FRAME = 40.68 LBS



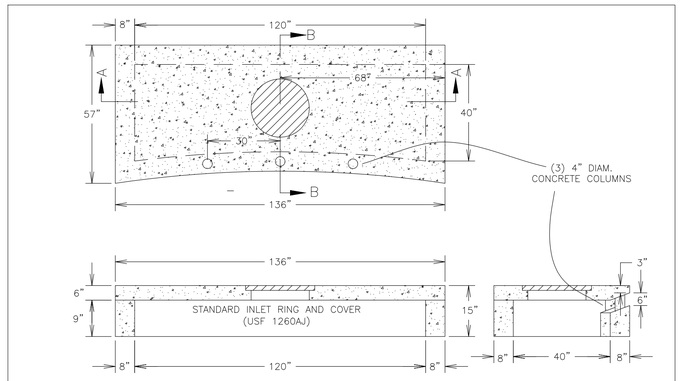
DIMENSIONS ARE FOR REFERENCE ONLY
ACTUAL DIMENSIONS MAY VARY
DIMENSIONS ARE IN INCHES
GRATE MEETS H-20 LOAD RATING
QUALITY: MATERIALS SHALL CONFORM TO ASTM A536 GRADE 70-50-05
PAINT: CASTINGS ARE FURNISHED WITH A BLACK PAINT
LOCKING DEVICE AVAILABLE UPON REQUEST SEE DRAWING NO.
7001-110-035

Nyloplast
12 IN STANDARD GRATE ASSEMBLY



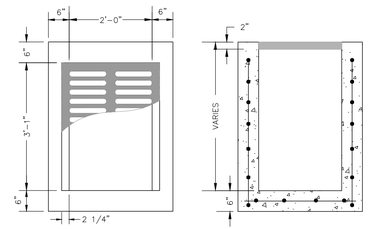
DRAIN BASIN
NON TRAFFIC INSTALLATION

NTS



TYPE "A" INLET CURVED TOP DETAIL

NTS



MATERIALS:
CONCRETE: 4000 PSI, TYPE II CEMENT
WALL REINFORCING: 3x4 W3.1/W4.1 WWF 65 K.S.I. (AS PER FDOT-INDEX 201)
BOTTOM SLAB REINFORCING: #4 @ 12" C.C.E.W. *

NOTE:
ALL EXPOSED EDGES TO HAVE 3/4" CHAMFER.
* GRADE 40, OR EQUIVALENT WELDED WIRE MESH.

GRATE INFORMATION:

U.S.F. NO.	TYPE	RATING	FLOW AREA (SQ. IN.)
6212	CAST IRON	TRAFFIC	455

GRATE NOT SHOWN FOR CLARITY.

FDOT TYPE 'C' DITCH BOTTOM INLET

NTS

NYLOPLAST SPECIFICATIONS

Engineered Surface Drainage Products

GENERAL

PVC surface drainage inlets shall include the drain basin type as indicated on the contract drawing and referenced within the contract specifications. The ductile iron grates for each of these fittings are to be considered an integral part of the surface drainage inlet and shall be furnished by the same manufacturer. The surface drainage inlets shall be as manufactured by Nyloplast a division of Advanced Drainage Systems, Inc., or prior approved equal.

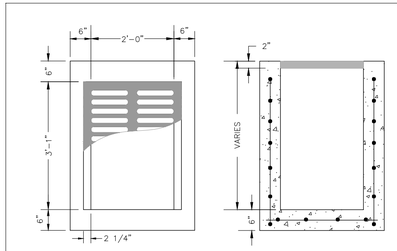
MATERIALS

The drain basins required for this contract shall be manufactured from PVC pipe stock, utilizing a thermoforming process to reform the pipe stock to the specified configuration. The drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. This joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals. The flexible elastomeric seals shall conform to ASTM F477. The pipe bell spigot shall be joined to the main body of the drain basin or catch basin. The raw material used to manufacture the pipe stock that is used to manufacture the main body and pipe stubs of the surface drainage inlets shall conform to ASTM D1784 cell class 12454.

The grates and frames furnished for all surface drainage inlets shall be ductile iron for sizes 8", 10", 12", 15", 18", 24" and 30" and shall be made specifically for each basin so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet. Grates for drain basins shall be capable of supporting various wheel loads as specified by Nyloplast. 12" and 15" square grates will be hinged to the frame using pins. Ductile iron used in the manufacture of the castings shall conform to ASTM A536 grade 70-50-05. Grates and covers shall be provided painted black.

INSTALLATION

The specified PVC surface drainage inlet shall be installed using conventional flexible pipe backfill materials and procedures. The backfill material shall be crushed stone or other granular material meeting the requirements of class 1, class 2, or class 3 material as defined in ASTM D2321. Bedding and backfill for surface drainage inlets shall be well placed and compacted uniformly in accordance with ASTM D2321. The drain basin body will be cut at the time of the final grade. No brick, stone or concrete block will be required to set the grate to the final grade height. For load rated installations, a concrete slab shall be poured under and around the grate and frame. The concrete slab must be designed taking into consideration local soil conditions, traffic loading, and other applicable design factors. For other installation considerations such as migration of fines, ground water, and soft foundations refer to ASTM D2321 guidelines.



MATERIALS:
CONCRETE: 4000 PSI, TYPE II CEMENT
WALL REINFORCING: 3x4 W3.1/W4.1 WWF 65 K.S.I. (AS PER FDOT-INDEX 201)
BOTTOM SLAB REINFORCING: #4 @ 12" C.C.E.W. *

NOTE:
ALL EXPOSED EDGES TO HAVE 3/4" CHAMFER.
* GRADE 40, OR EQUIVALENT WELDED WIRE MESH.

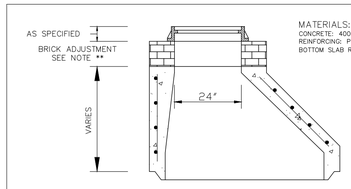
GRATE INFORMATION:

U.S.F. NO.	TYPE	RATING	FLOW AREA (SQ. IN.)
6212	CAST IRON	TRAFFIC	455

GRATE NOT SHOWN FOR CLARITY.

FDOT TYPE 'C' DITCH BOTTOM INLET

NTS

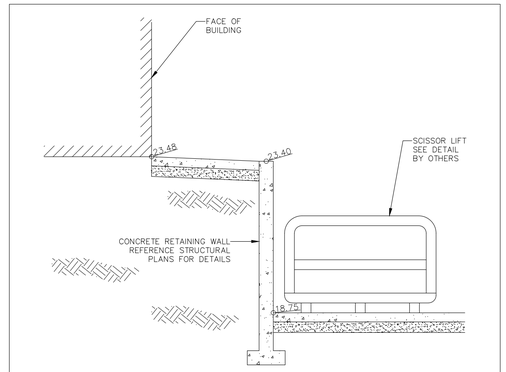


MATERIALS:
CONCRETE: 4000 PSI, TYPE II CEMENT WALL REINFORCING: PER ASTM C-478 STANDARD
BOTTOM SLAB REINFORCING: #4 @ 12" C.C.E.W.*

NOTES:
* GRADE 40, OR EQUIVALENT WELDED WIRE MESH
**VARIABLE GRADE ADJUSTMENT BY GRADE RINGS OR BRICK AS REQUIRED

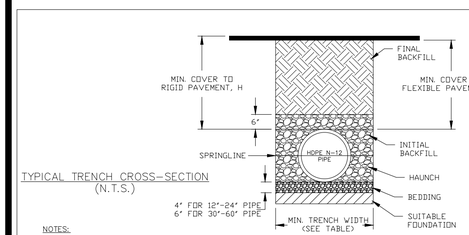
STORM MANHOLE W/ECCENTRIC CONE

NTS



DELIVERY PIT DETAIL

NTS



TYPICAL TRENCH CROSS-SECTION
(N.T.S.)

NOTES:

1. ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST ADDITION

2. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.

3. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.

4. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I, II OR III. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm); 6" (150mm) FOR 30"-60" (750mm-900mm).

5. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II OR III IN THE PIPE ZONE EXTENDING NOT LESS THAN 6" ABOVE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.

6. MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" UP TO 48" DIAMETER PIPE AND 24" OF COVER FOR 54"-60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

RECOMMENDED MINIMUM TRENCH WIDTHS

PIPE DIA.	MIN. TRENCH WIDTH
4"	21"
6"	23"
8"	26"
10"	28"
12"	30"
15"	34"
18"	39"
24"	48"
30"	56"
36"	64"
42"	72"
48"	80"
54"	88"
60"	96"

MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS

PIPE DIAM.	SURFACE LIVE LOADING CONDITION	
	H-25	HEAVY CONSTRUCTION (75T AXLE LOAD) *
12"-48"	12"	48"
54"-60"	24"	60"

* VEHICLES IN EXCESS OF 75T MAY REQUIRE ADDITIONAL COVER

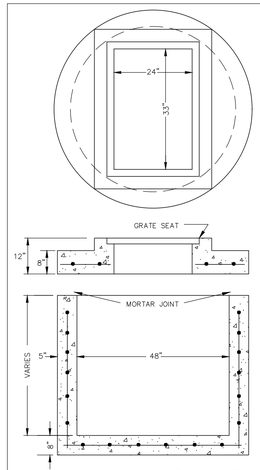
MINIMUM RECOMMENDED COVER BASED ON RAILWAY LOADING CONDITIONS

PIPE DIAM.	COOPER E-80**
UP TO 24"	24"
30"-36"	36"
42"-60"	48"

** COVER IS MEASURED FROM TOP OF PIPE TO BOTTOM OF RAILWAY TIE.
*** E-80 COVER REQUIREMENTS, ARE ONLY APPLICABLE TO ASTM F 2306 PIPE.

HDPE PIPE-TYPICAL TRENCH INSTALLATION DETAIL

NTS



NOTE:
* GRADE 40, OR EQUIVALENT WELDED WIRE MESH.

GRATE INFORMATION:

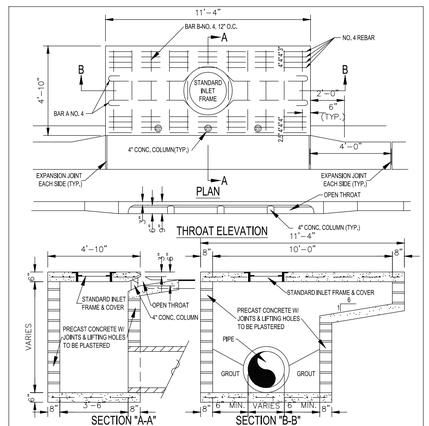
U.S.F. NO.	TYPE	RATING	FLOW AREA (SQ. IN.)
6212	CAST IRON	H-20 TRAFFIC	445

GRATE NOT SHOWN FOR CLARITY.

MATERIALS:
CONCRETE: 4000 PSI, TYPE II CEMENT
WALL REINFORCING: PER ASTM C-478 STANDARDS
TOP SLAB REINFORCING: #6 @ 6" C.C.E.W. W/2 EA.
#6 (4 SIDES) AROUND OPENING*
BOTTOM SLAB REINFORCING: #4 @ 12" C.C.E.W.

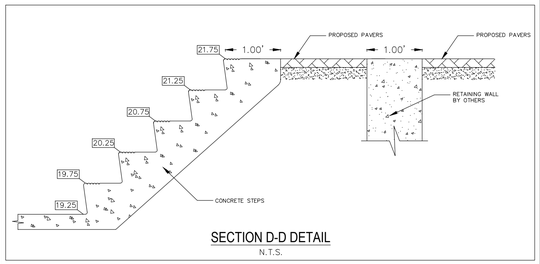
48" DIA. MODIFIED TYPE 'C' INLET

NTS



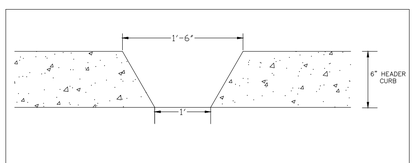
TYPE "A" DROP INLET DETAIL

NOT TO SCALE



SECTION D-D DETAIL

N.T.S.



OPENING IN HEADER CURB SECTION DETAIL

NTS

REVISIONS

NO.	DATE	
1	02/07/2024	HILTON 50% SUBMISSION
2	09/18/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
3	10/02/2024	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
4	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

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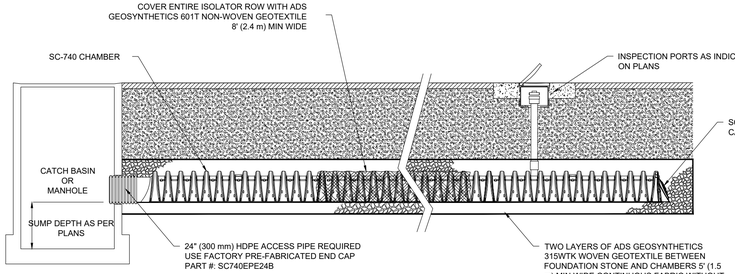
TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
CONSTRUCTION DETAILS
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 05/25/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY:
DATE:

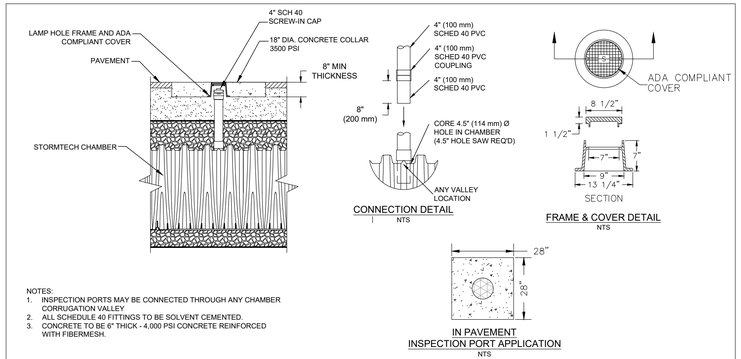
PROJECT NO: 23-012

SHEET: C12



SC-740 ISOLATOR ROW DETAIL

NTS



CONNECTION DETAIL
NTS

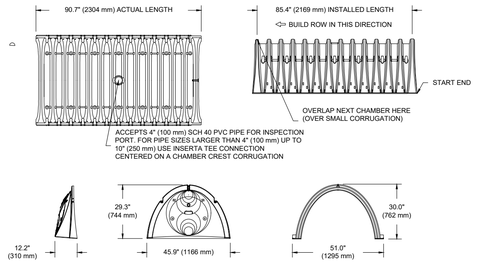
FRAME & COVER DETAIL
NTS

IN PAVEMENT INSPECTION PORT APPLICATION
NTS

NOTES:
1. INSPECTION PORTS MAY BE CONNECTED THROUGH ANY CHAMBER CORRUGATION VALLEY
2. ALL SCHEDULE 40 FITTINGS TO BE SOLVENT CEMENTED.
3. CONCRETE TO BE 6" THICK - 4,000 PSI CONCRETE REINFORCED WITH FIBERMESH.

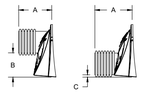
SC-740 INSPECTION PORT DETAIL

NTS



NOMINAL CHAMBER SPECIFICATIONS
SIZE (W X H X INSTALLED LENGTH) 51.0" X 30.0" X 85.4" (1295 mm X 762 mm X 2169 mm)
CHAMBER STORAGE 45.9 CUBIC FEET (1.30 m³)
MINIMUM INSTALLED STORAGE* 74.9 CUBIC FEET (2.12 m³)
WEIGHT 75.0 lbs. (33.6 kg)

*ASSUMES 6" (152 mm) STONE ABOVE, BELOW, AND BETWEEN CHAMBERS



STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"

PART #	STUB	A	B	C
SC740EPE06T / SC740EPE06TPC	6" (150 mm)	10.9" (277 mm)	18.5" (470 mm)	---
SC740EPE06B / SC740EPE06BPC			---	0.5" (13 mm)
SC740EPE08T /SC740EPE08TPC	8" (200 mm)	12.2" (310 mm)	16.5" (419 mm)	---
SC740EPE08B / SC740EPE08BPC			---	0.6" (15 mm)
SC740EPE10T / SC740EPE10TPC	10" (250 mm)	13.4" (340 mm)	14.5" (368 mm)	---
SC740EPE10B / SC740EPE10BPC			---	0.7" (18 mm)
SC740EPE12T / SC740EPE12TPC	12" (300 mm)	14.7" (373 mm)	12.5" (318 mm)	---
SC740EPE12B / SC740EPE12BPC			---	1.2" (30 mm)
SC740EPE15T / SC740EPE15TPC	15" (375 mm)	18.4" (467 mm)	9.0" (229 mm)	---
SC740EPE15B / SC740EPE15BPC			---	1.3" (33 mm)
SC740EPE18T / SC740EPE18TPC	18" (450 mm)	19.7" (500 mm)	5.0" (127 mm)	---
SC740EPE18B / SC740EPE18BPC			---	1.6" (41 mm)
SC740EPE24B*	24" (600 mm)	18.5" (470 mm)	---	0.1" (3 mm)

ALL STUBS, EXCEPT FOR THE SC740EPE24B ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.

* FOR THE SC740EPE24B THE 24" (600 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 1.75" (44 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL

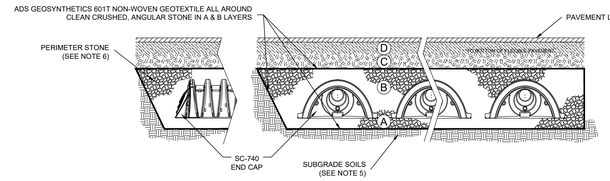
SC-740 TECHNICAL SPECIFICATION

NTS

ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 CHAMBER SYSTEMS

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[4] A-1, A-2-4, A-3 OR AASHTO M43[4] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH (20-50 mm)	AASHTO M43[3] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH (20-50 mm)	AASHTO M43[3] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2][3]

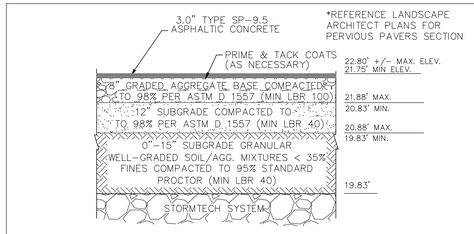
PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE"
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:
1. SC-740 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTON CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE "SITE DESIGN ENGINEER" REFERS TO THE ENGINEER RESPONSIBLE FOR THE DESIGN AND LAYOUT OF THE STORMTECH CHAMBERS FOR THIS PROJECT.
5. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
6. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
7. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

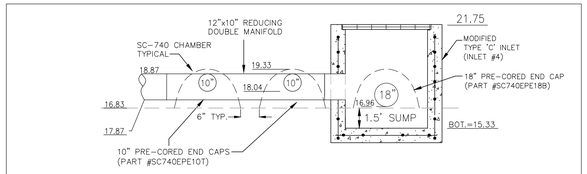
STORMTECH SC-740 TYPICAL CROSS SECTION DETAIL

NTS



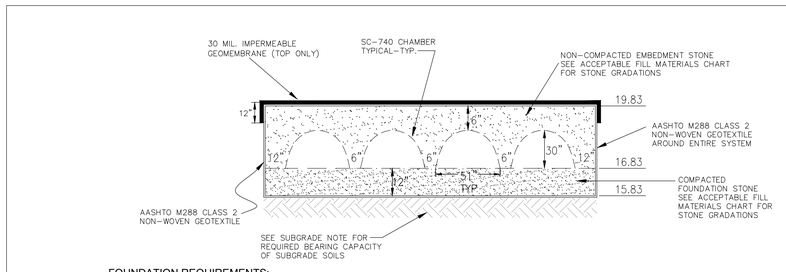
STORMTECH SYSTEM ASPHALT X-SECT

NTS
(OVER STORMTECH SYSTEM ONLY)



MANIFOLD CONNECTION DETAIL @ STRUCTURE #4 (PROFILE VIEW @ STRUCTURE #4)

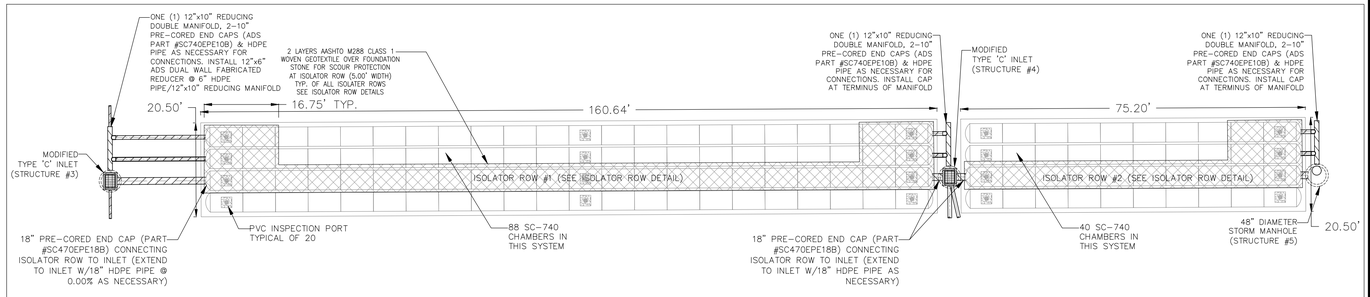
NTS



FOUNDATION REQUIREMENTS:
THE INSTALLED CHAMBER SYSTEM SHALL PROVIDE THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 12.12 FOR EARTH AND LIVE LOADS, WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES. BEARING CAPACITY OF SUBGRADE SOILS FOUND JUST UNDER FOUNDATION STONE OF STORMTECH SYSTEM MUST HAVE A MINIMUM BEARING CAPCITY OF 2.5 KSF. IT IS THE CONTRACTORS RESPONSIBILITY TO RETAIN A GEOTECHNICAL PROFESSIONAL TO TEST THE SOILS FOUND UNDER THE PROPOSED STORMTECH SYSTEM PRIOR TO CONSTRUCTION. RESULTS OF TESTING MUST BE SUBMITTED TO THE OFFICES OF HAMMOND ENGINEERING, INC. PRIOR TO CONSTRUCTION.

STORMTECH UNDERGROUND STORMWATER VAULT SYSTEM - SECTION

NTS



STORMTECH UNDERGROUND STORMWATER VAULT SYSTEM

PLAN VIEW
NTS

NO.	DATE	REVISIONS
1	02/07/2024	HILTON 50% SUBMISSION
2	09/18/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
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4	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

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HAMMOND ENGINEERING, INC.
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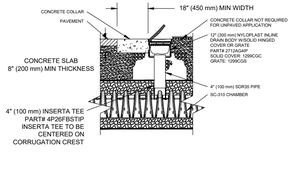
TOM@SELANDDESIGN.COM

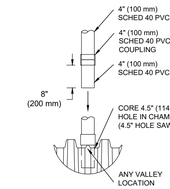
SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
SC-740 STORMTECH VAULT SYSTEM DETAILS
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 06/25/24
SCALE: AS SHOWN
PERMIT ISSUE 10-03-2024
BY: DATE:

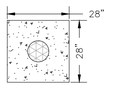
PROJECT NO: 23-012
SHEET: C13



NON-PAVEMENT
INSPECTION PORT APPLICATION
NTS



CONNECTION DETAIL
NTS



IN PAVEMENT
INSPECTION PORT APPLICATION
NTS

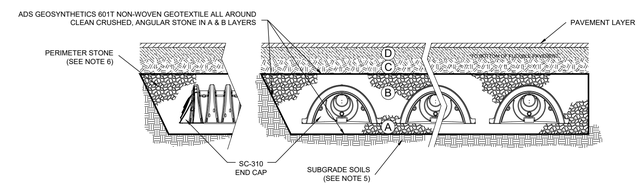
NOTES:
1. INSPECTION PORTS MAY BE CONNECTED THROUGH ANY CHAMBER CORRUGATION VALLEY
2. ALL SCHEDULE 40 FITTINGS TO BE SOLVENT CEMENTED.
3. CONCRETE TO BE 6" THICK - 4,000 PSI CONCRETE REINFORCED WITH FIBERMESH.

SC-310 PVC INSPECTION PORT
NTS

ACCEPTABLE FILL MATERIALS: STORMTECH SC-310 CHAMBER SYSTEMS

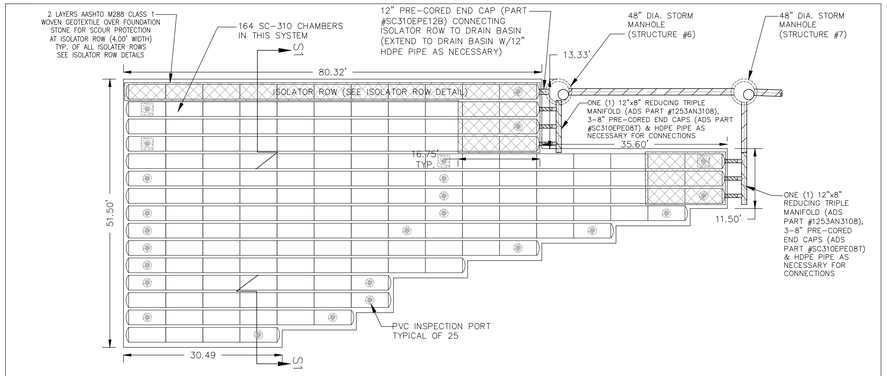
	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH (20-50 mm)	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH (20-50 mm)	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.

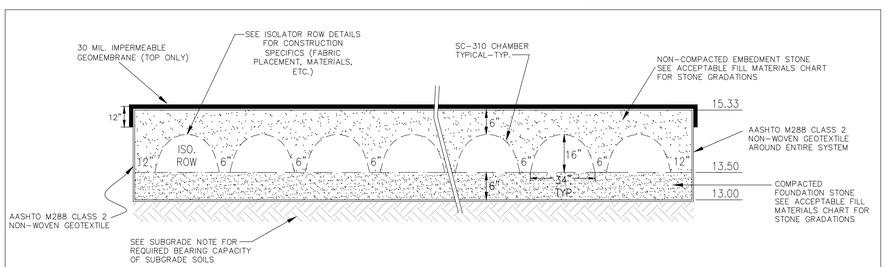


NOTES:
1. SC-310 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. SC-310 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE "SITE DESIGN ENGINEER" REFERS TO THE ENGINEER RESPONSIBLE FOR THE DESIGN AND LAYOUT OF THE STORMTECH CHAMBERS FOR THIS PROJECT.
5. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
6. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
7. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

STORMTECH SC-310 TYPICAL CROSS SECTION DETAIL
NTS

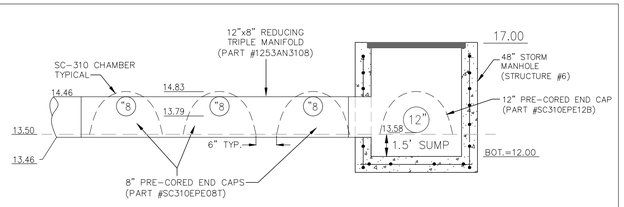


STORMTECH UNDERGROUND STORMWATER VAULT SYSTEM
PLAN VIEW
NTS

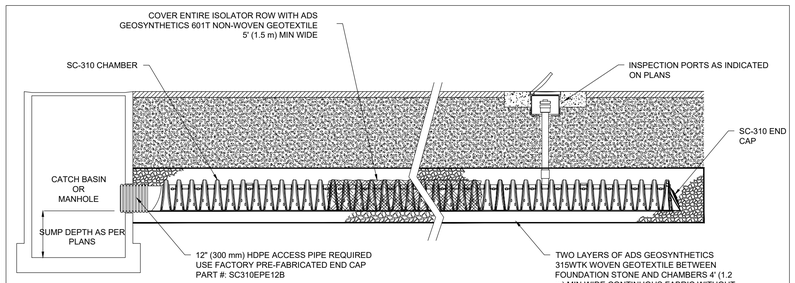


FOUNDATION REQUIREMENTS:
THE INSTALLED CHAMBER SYSTEM SHALL PROVIDE THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 12.12 FOR EARTH AND LIVE LOADS, WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES. BEARING CAPACITY OF SUBGRADE SOILS FOUND JUST UNDER FOUNDATION STONE OF STORMTECH SYSTEM MUST HAVE A MINIMUM BEARING CAPCITY OF 2.5 KSF. IT IS THE CONTRACTORS RESPONSIBILITY TO RETAIN A GEOTECHNICAL PROFESSIONAL TO TEST THE SOILS FOUND UNDER THE PROPOSED STORMTECH SYSTEM PRIOR TO CONSTRUCTION. RESULTS OF TESTING MUST BE SUBMITTED TO THE OFFICES OF HAMMOND ENGINEERING, INC. PRIOR TO CONSTRUCTION.

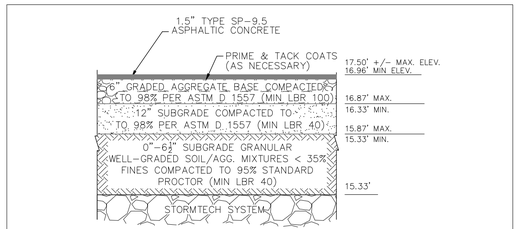
STORMTECH UNDERGROUND STORMWATER VAULT SYSTEM - SECTION S1
NTS



MANIFOLD CONNECTION DETAIL @ STRUCTURE #6
(PROFILE VIEW @ STRUCTURE #6)
NTS



SC-310 ISOLATOR ROW DETAIL
NTS



STORMTECH SYSTEM ASPHALT X-SECT
NTS
(OVER STORMTECH SYSTEM ONLY)

SC-310 TECHNICAL SPECIFICATION
NTS

NOMINAL CHAMBER SPECIFICATIONS
SIZE (W X H X INSTALLED LENGTH) 34.0" X 16.0" X 85.4" (864 mm X 406 mm X 2169 mm)
CHAMBER STORAGE 14.7 CUBIC FEET (0.42 CUBIC METERS)
MINIMUM INSTALLED STORAGE* 31.0 CUBIC FEET (0.88 CUBIC METERS)
WEIGHT 35.0 lbs. (16.8 kg)

*ASSUMES 6" (152 mm) ABOVE, BELOW, AND BETWEEN CHAMBERS

STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"

PART #	STUB	A	B	C
SC310EPE06T / SC310EPE06TPC	6" (150 mm)	9.6" (244 mm)	5.8" (147 mm)	---
SC310EPE06B / SC310EPE06BPC			---	0.5" (13 mm)
SC310EPE08T / SC310EPE08TPC	8" (200 mm)	11.9" (302 mm)	3.5" (89 mm)	---
SC310EPE08B / SC310EPE08BPC			---	0.6" (15 mm)
SC310EPE10T / SC310EPE10TPC	10" (250 mm)	12.7" (323 mm)	1.4" (36 mm)	---
SC310EPE10B / SC310EPE10BPC			---	0.7" (18 mm)
SC310EPE12B	12" (300 mm)	13.5" (343 mm)	---	0.9" (23 mm)

ALL BOTTOM STUBS, EXCEPT FOR THE SC310EPE12B ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.

* FOR THE SC310EPE12B THE 12" (300 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 0.25" (6 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL

NO.	DATE	REVISIONS
	02/07/2024	HILTON 50% SUBMISSION
	09/18/2024	REVISED PLANS AS PER FDOT DRAINAGE PERMIT REVIEW COMMENTS
	10/02/2024	REVISED PLANS AS PER ECUA UTILITY PERMIT REVIEW COMMENTS
	10/02/2024	REVISED PLANS AS PER CITY OF PENSACOLA ENGINEERING PLAN REVIEW COMMENTS

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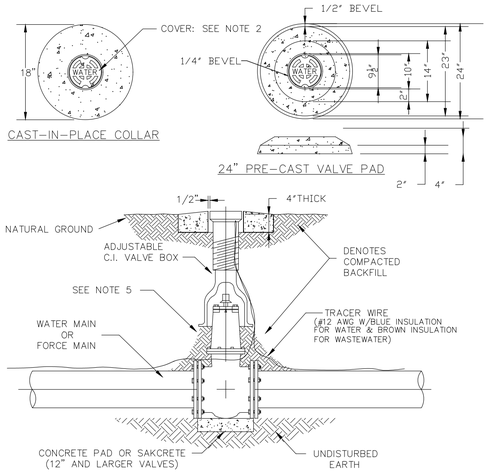
SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
SC-310 STORMTECH VAULT SYSTEM DETAILS
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 05/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

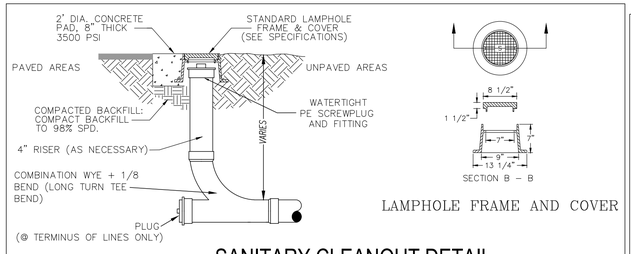
PROJECT NO: 23-012
SHEET: C14



TYPICAL VALVE & BOX INSTALLATION

NTS

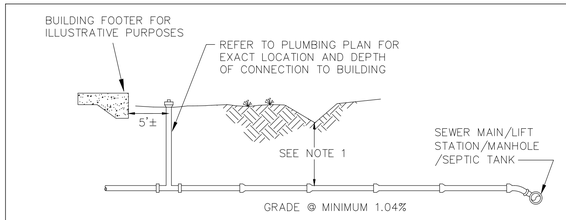
NOTES:
1. VALVE BOX AND BOOT SHALL BE CAST IRON.
2. VALVE COVER SHALL BE MARKED "WATER". OR "SEWER" AS APPLICABLE.
3. VALVE BOX TOP SHALL BE FLUSH WITH FINISHED GRADE OR 1/2" ABOVE NATURAL GROUND LEVEL.
4. GATE VALVE SHALL BE RESILIENT SEAT WITH MECHANICAL JOINT ENDS OR APPROVED EQUIVALENT.
5. EARTH UNDER FLANGE OF VALVE BOX & COLLAR TO BE FIRM AND WELL TAMPED TO ENSURE AGAINST VALVE BOX SETTLING.



SANITARY CLEANOUT DETAIL

NTS

LAMPHOLE FRAME AND COVER

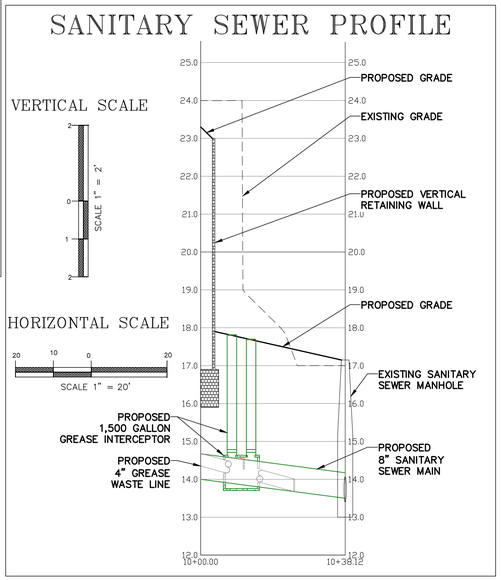


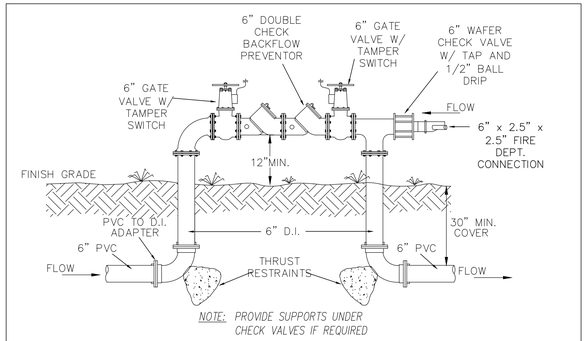
TYPICAL LATERAL SEWER SERVICE

NTS

NOTES:
1. MAINTAIN 18" MINIMUM COVER OR USE 6 L.F. CONCRETE ENCASEMENT
2. ALL LATERALS TO BE 4" Ø PVC 3034 DR SEWER PIPE UNLESS FLOW DICTATES A LARGER DIAMETER.
3. A CLEAN OUT SHALL BE PROVIDED WITHIN 5 FT OF BUILDING WHERE THE SEWER LATERAL EXITS

SANITARY SEWER PROFILE





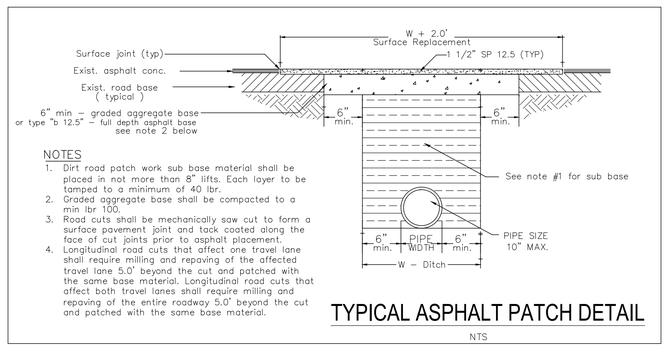
NOTE: PROVIDE SUPPORTS UNDER CHECK VALVES IF REQUIRED

6" DOUBLE CHECK BACKFLOW PREVENTOR WITH FIRE DEPT. CONNECTION

NTS

NOTE: AS PER NFPA 24–CH.12.2.3:
WHERE ABOVE GROUND WATER–FILLED SUPPLY PIPES, RISERS, SYSTEM RISERS, OR FEED MAINS PASS THROUGH OPEN AREAS, COLD ROOMS, PASSAGEWAYS, OR OTHER AREAS EXPOSED TO FREEZING TEMPERATURES, THE PIPE SHALL BE PROTECTED AGAINST FREEZING BY THE FOLLOWING:

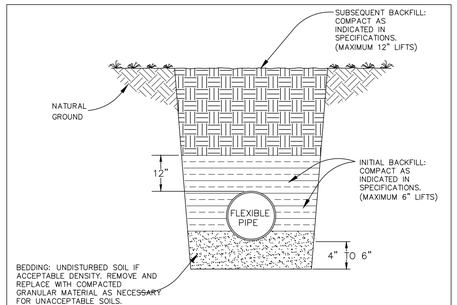
1. INSULATED COVERINGS
2. FROSTPROOF CASINGS
3. OTHER RELIABLE MEANS CAPABLE OF MAINTAINING A MINIMUM TEMPERATURE BETWEEN 40°F AND 120°F (4°C AND 48.9°C)



NOTES
1. Dirt road patch work sub base material shall be placed in not more than 8" lifts. Each layer to be tamped to a minimum of 40 lbr.
2. Graded aggregate base shall be compacted to a min lbr 100.
3. Road cuts shall be mechanically saw cut to form a surface pavement joint and tack coated along the face of cut joints prior to asphalt placement.
4. Longitudinal road cuts that affect one travel lane shall require milling and repaving of the affected travel lane 5.0' beyond the cut and patched with the same base material. Longitudinal road cuts that affect both travel lanes shall require milling and repaving of the entire roadway 5.0' beyond the cut and patched with the same base material.

TYPICAL ASPHALT PATCH DETAIL

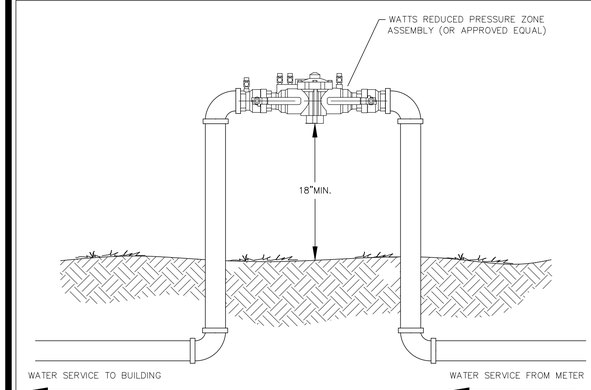
NTS



FLEXIBLE PIPE BEDDING DETAIL

NTS

NOTE: ALL DETAILS ILLUSTRATED PERTAIN TO ONSITE WORK ONLY. ALL WORK WITHIN PUBLIC R/W SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITION OF THE ECUA ENGINEERING MANUAL. CONTRACTOR TO REFERENCE ECUA ENGINEERING MANUAL FOR CONSTRUCTION DETAILS AND PROCEDURES.



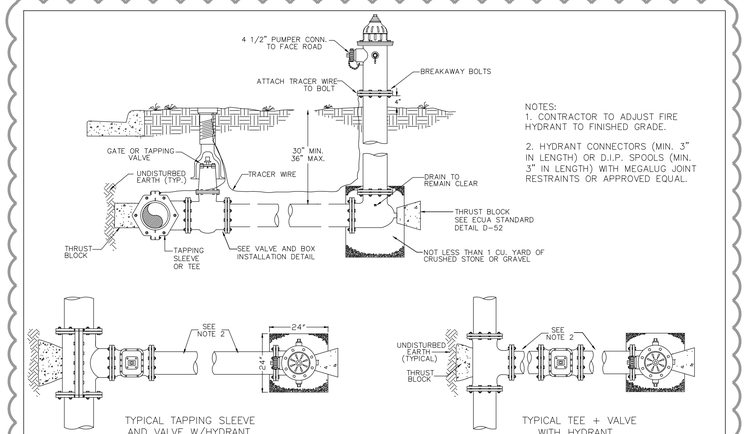
REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION DEVICE

NTS

NOTES:
1. WHERE ABOVE GROUND WATER–FILLED SUPPLY PIPES, RISERS, SYSTEM RISERS, OR FEED MAINS PASS THROUGH OPEN AREAS, COLD ROOMS, PASSAGEWAYS, OR OTHER AREAS EXPOSED TO FREEZING TEMPERATURES, THE PIPE SHALL BE PROTECTED AGAINST FREEZING BY THE FOLLOWING:

A. INSULATING COVERINGS
B. FROSTPROOF CASINGS
C. OTHER RELIABLE MEANS CAPABLE OF MAINTAINING A MINIMUM TEMPERATURE BETWEEN 40°F AND 120°F (4°C AND 48.9°C)

2. BACKFLOW PREVENTION DEVICE TO BE INSTALLED AS PER 2014 FLORIDA BUILDING CODE.
3. LOCATE BACKFLOW PREVENTER ON THE DEVELOPER SIDE OF THE METER BOX.
4. BACKFLOW PREVENTER TO BE TESTED AFTER INSTALLATION AND PRIOR TO SERVICE BEING TURNED ON.
5. THRUST BLOCKS NOT ILLUSTRATED BUT SHALL BE INSTALLED AS NECESSARY.



NOTES:
1. CONTRACTOR TO ADJUST FIRE HYDRANT TO FINISHED GRADE.
2. HYDRANT CONNECTORS (MIN. 3" IN LENGTH) OR D.I.P. SPOOLS (MIN. 3" IN LENGTH) WITH MEGALUG JOINT RESTRAINTS OR APPROVED EQUAL.

TYPICAL TAPPING SLEEVE AND VALVE W/HYDRANT

TYPICAL TEE + VALVE WITH HYDRANT

FIRE HYDRANT ASSEMBLY

NTS

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN	WATER MAIN, 3 FT. MINIMUM, OTHER PIPE	WATER MAIN, 12 INCHES IS THE MINIMUM, EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED, OTHER PIPE	ALTERNATE 3 FT. MINIMUM, WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN	WATER MAIN, 10 FT. PREFERRED 6 FT. MINIMUM (2), OTHER PIPE	WATER MAIN, 12 INCHES IS THE MINIMUM, EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED, OTHER PIPE	ALTERNATE 6 FT. MINIMUM, WATER MAIN

(1) WATER MAIN SHOULD ACROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
(2) 3 FT. GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.

NOTES:
A. INFORMATION PROVIDED FROM FDEP RULE 62–555. IF OTHER FDEP RULES CONFLICT, THEN USE THE MOST STRINGENT RULE.
B. IF THERE ARE CONFLICTS IN THE SEPARATION REQUIREMENTS BETWEEN COLLECTION SYSTEMS AND DRINKING WATER FACILITIES ESTABLISHED IN FOOTNOTES (1) AND (2) ABOVE THOSE ESTABLISHED IN CHAPTER 62–532 OR 62–555, F.A.C., THEN THE REQUIREMENTS IN CHAPTER 62–532 OR 62–555, F.A.C., SHALL APPLY

WATER SEWER/SEPARATION

NO.	DATE	REVISIONS
1	02/07/2024	HILTON 50% SUBMISSION
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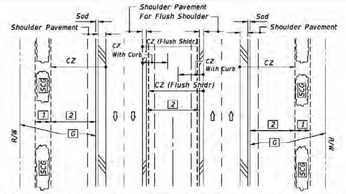
SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
UTILITY DETAILS
CITY OF PENSACOLA FLORIDA

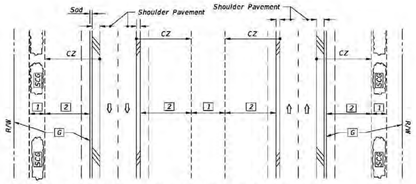
DRAWN BY: CJS
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 06/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

PROJECT NO: 23-012

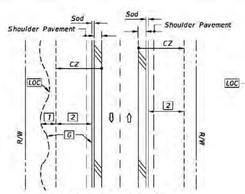
SHEET: C15



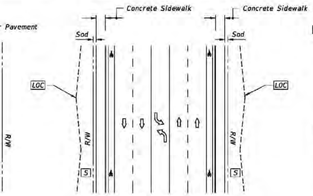
DIVIDED NARROW MEDIAN WITH OR WITHOUT CURBED MEDIAN



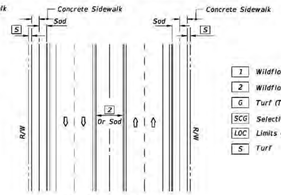
DIVIDED WIDE MEDIAN WITH OR WITHOUT CURBED MEDIAN



UNDIVIDED FLUSH SHOULDER



UNDIVIDED CURBED



DIVIDED CURBED

LEGEND

1	Wildflower Group #1
2	Wildflower Group #2
G	Turf (To Limit of Construction)
SCG	Selective Clearing And Grubbing
LOC	Limits Of Construction
S	Turf

WILDFLOWER SEEDING RATES

Common Name (Botanical Name)	lbs/ac
#1 Group	
Black-Eyed Susan (Rudbeckia hirta)	2
Lance-Leaf Tickseed (Coreopsis lanceolata)	10
Goldenmane Tickseed (Coreopsis basalis)	10
Leavenworth's Tickseed (Coreopsis leavenworthii)	10
Fire Wheel (Gaillardia pulchella)	10
Softhair Coneflower (Rudbeckia mollis)	2
Crimson Clover (Trifolium incarnatum)	15
#2 Group	
Annual Phlox (Phlox drummondii)	10
Moss Verbena (Verbena tenuisecta)	6
Leavenworth's Tickseed (Coreopsis leavenworthii)	10
Fire Wheel (Gaillardia pulchella)	10
Crimson Clover (Trifolium incarnatum)	15

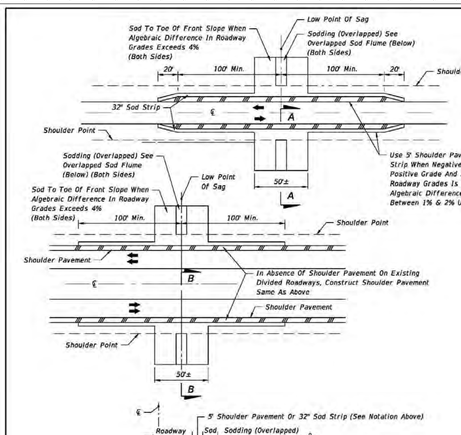
Note: Wildflower seeding rates are for restoring impacted wildflower areas.

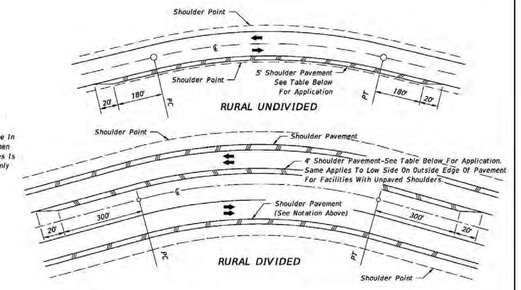
GENERAL NOTES

1. All turf establishment shall be performed meeting the requirements of Specification 570.
2. Activities such as clearing, grading, and excavating that will disturb one or more acres of land require coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities from the Florida Department of Environmental Protection, and implementation of appropriate pollution prevention measures to minimize erosion and sedimentation and properly manage stormwater.
3. Confirm compatibility of wildflower with Seeding Zones.

SEEDING ZONES

LAST REVISION	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	PERMANENT EROSION CONTROL	INDEX	SHEET
11/01/19					570-001	1 of 3





CRITERIA FOR PAVING SHOULDER ON DIVIDED AND UNDIVIDED FACILITIES

Design Speed (mph)	Degree Of Curve	Note:
30	7° Or Greater	Shoulder Pavement is required on all curves meeting the criteria tabulated. For curves not meeting the criteria, shoulders are to be paved where erosion of the shoulder is evident or anticipated.
40	5° Or Greater	
50	4° Or Greater	
60	3° Or Greater	
65	3° Or Greater	
70	2° Or Greater	

SHOULDER AND SLOPE TREATMENT FOR SUPERELEVATED ROADWAYS

NOTES:

1. These treatments are applicable to new construction, reconstruction and RRR projects. Project requirements for shoulder pavement and sodding that exceed the limits of this standard take precedence.
2. For sodding adjacent to ditches and at headwalls, see Index 524-001.
3. All front slopes steeper than 1:3 are to be sodded.

TREATMENTS FOR PROTECTION FROM CONCENTRATED ROADWAY RUNOFF EROSION AND SHOULDER RAVELING

LAST REVISION	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	PERMANENT EROSION CONTROL	INDEX	SHEET
11/01/19					570-001	2 of 3

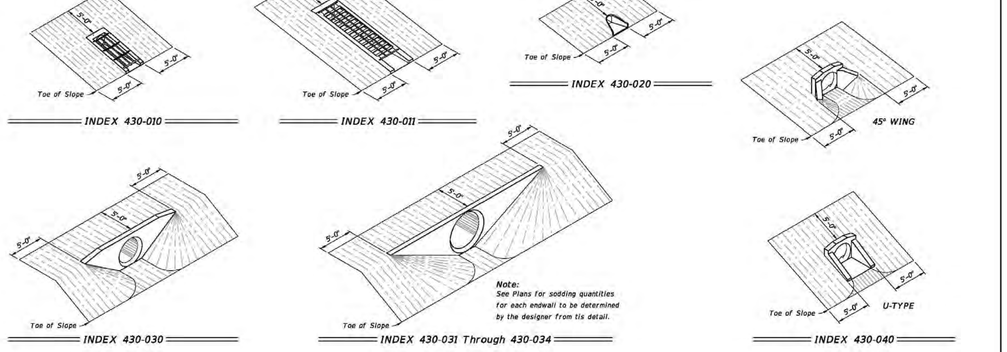


TABLE 2: SOD QUANTITIES (SY)

	INDEX 430-010	INDEX 430-011				INDEX 430-020	INDEX 430-030												INDEX 430-040			
		SLOPE				ALL SLOPES	SLOPE												SLOPE			
PIPE SIZE	1:4	1:2	1:3	1:4	1:6	PIPES	1:2			1:3			1:4			1:6			1:2	1:3	1:4	1:6
		PIPES					PIPES												PIPES			
	1	1	1	1	1	1	1	2	3	1	2	3	1	2	3	1	2	3	1	1	1	1
12"						10													14	15	18	22
15"	15	13 (15)	16	17	23	11	19	21	24	22	26	29	26	30	33	34	38	43	15	17	20	25
18"	16	14 (16)	17	19	25	11	21	24	27	25	29	33	30	34	38	39	44	50	16	18	22	28
21"						12																
24"	19	15 (17)	19	21	28	14	26	30	34	32	37	42	38	44	50	50	58	66	19	22	26	34
27"						15																
30"	21	17 (18)	21	24	32	16	31	37	42	39	46	53	46	55	63	62	74	85	21	25	30	40
36"						18	37	44	52	46	56	65	56	67	79	76	91	107	24	29	35	47
42"						19	43	53	62	55	67	79	67	82	96	91	111	132	27	32	39	54
48"						21	50	62	73	64	79	93	78	97	115	108	133	156	30	36	44	61
54"						21	57	71	85	74	92	110	91	113	136	126	157	188				
60"						22																
66"						25																
72"						26																
		() Endwall With Baffles																				

SOD PLACEMENT AT PIPE/CULVERT END TREATMENTS

LAST REVISION	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	PERMANENT EROSION CONTROL	INDEX	SHEET
11/01/19					570-001	3 of 3

NO.	DATE	REVISIONS
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TOM@SELANDDESIGN.COM

SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
FDOT DETAILS
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
DESIGNED BY: RLS
CHECKED BY: TGH
DATE: 06/26/24
SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

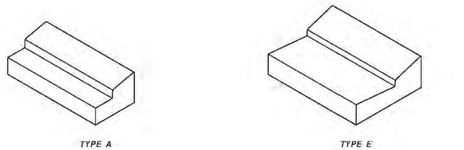
PROJECT NO: 23-012
SHEET: C16

GENERAL NOTES:

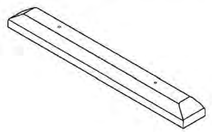
1. For curb, gutter and curb & gutter provide ½" – ¼" contraction joints at 10' centers (max.). Contraction joints adjacent to concrete pavement on tangents and flat curves are to match the pavement joints, with intermediate joints not to exceed 10' centers.
2. Locate expansion joints for curb, gutter and curb & gutter in accordance with Specification 520.

TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Concrete Curb and Gutter
3	Curb and Gutter Joints and Endings, Concrete Bumper Guard, and Asphaltic Concrete Curb



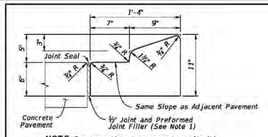
TYPE A, TYPE E, TYPE F, AND SHOULDER GUTTER
(Other Types Similar)



CONCRETE BUMPER GUARD

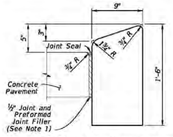
3/6/2024 12:58:56 PM

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2024-25 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 1 of 3



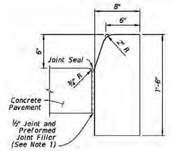
NOTE: For use adjacent to concrete or flexible pavement, concrete shown (See Note 4).

TYPE A



NOTE: For use adjacent to concrete or flexible pavement, concrete shown.

TYPE B

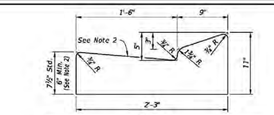


NOTE: For use adjacent to concrete or flexible pavement, concrete shown.

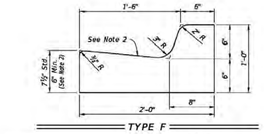
TYPE D

NOTES:

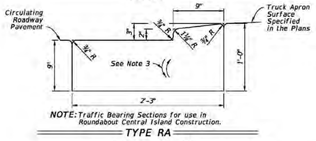
1. For Type A, Type B, and Type D Curb: Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only, see Sheet 3.
2. For Type E, Type F, Drop Curb, and Valley Gutter: When used on high side of roadways, match the cross slope of the gutter to the cross slope of the adjacent pavement. The thickness of the lip is 6", unless otherwise shown on Plans.
3. For Type RA, rotate entire section so that gutter cross slope matches slope of adjacent circulating roadway pavement.
4. For details depicting usage of Type A Curb adjacent to flexible pavement see Sheet 3.



TYPE E

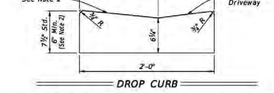


TYPE F

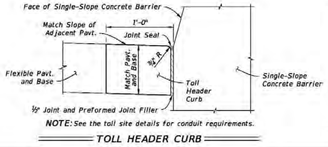


NOTE: Traffic Bearing Sections for use in Roundabout Central Island Construction.

TYPE RA

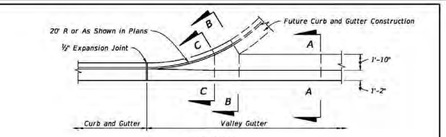


DROP CURB

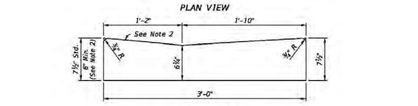


NOTE: See the toll site details for conduit requirements.

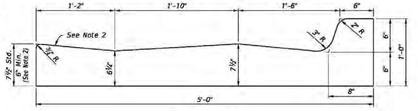
TOLL HEADER CURB



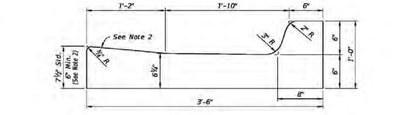
PLAN VIEW



SECTION A-A

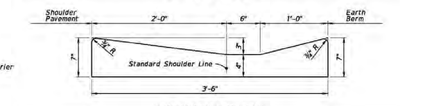


SECTION B-B



SECTION C-C

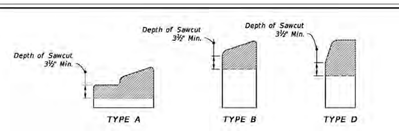
VALLEY GUTTER

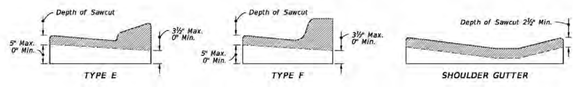


SHOULDER GUTTER

CONCRETE CURB AND GUTTER

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2024-25 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 2 of 3

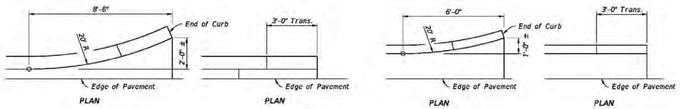


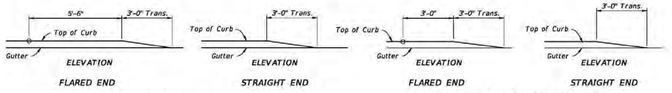


CONTRACTION JOINTS IN CURB

NOTE: Sawcuts should be avoided within valley gutter and within curb and gutter endings.

CONTRACTION JOINTS IN CURB & GUTTER



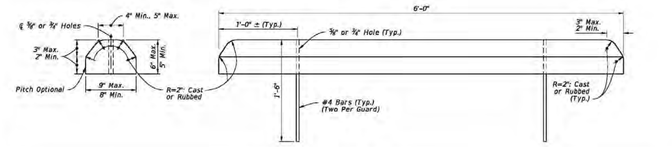


CURB TYPE A

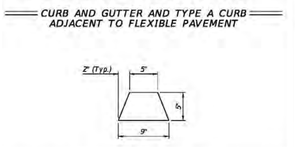
CURB AND GUTTER TYPE E AND TYPE F

NOTE: Ends of Type B and D Curb transition from full to zero heights in 3 ft.

CURB AND CURB & GUTTER ENDINGS

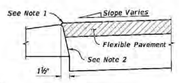


CONCRETE BUMPER GUARD



NOTE: Joint Seal application applies to both high and low sides of pavement, low side shown.

EXPANSION JOINT BETWEEN GUTTER AND CONCRETE PAVEMENT



NOTES:

1. Surface on Low Side of Pavement to be ¼" Above Lip of Gutter. Surface on High Side to be Flush With Lip of Curb or Curb & Gutter.
2. Applies to both high and low sides of pavement, low side shown. Applies to shoulder gutter only where adjoining traffic lanes.

CURB AND GUTTER AND TYPE A CURB ADJACENT TO FLEXIBLE PAVEMENT

ASPHALTIC CONCRETE CURB

CURB AND GUTTER JOINTS AND ENDINGS, CONCRETE BUMPER GUARD, AND ASPHALTIC CONCRETE CURB

LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2024-25 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 3 of 3

NO.	DATE	REVISIONS
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SITE DEVELOPMENT PLANS FOR
HOMEWOOD SUITES
FDOT DETAILS
CITY OF PENSACOLA FLORIDA

DRAWN BY: CJG
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SCALE: AS SHOWN
PERMIT ISSUE
10-03-2024
BY: DATE:

PROJECT NO: 23-012

SHEET: C17

City of Pensacola

City Council

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

May 22, 2025, 5:30 PM **Council Chambers, 1st Floor**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Casey Jones

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 25-70 APPROVAL OF MINUTES: REGULAR MEETING DATED MAY 8, 2025

Recommendation: That City Council approve regular meeting minutes dated May 8, 2025.

Sponsors: Jared Moore, Council President

Attachments: *Draft: Regular Meeting Dated 5/8/2025*

APPROVAL OF AGENDA

CONSENT AGENDA

2. 25-414 AWARD OF CONTRACT BID NO. 25-017 - LANDSCAPE MAINTENANCE SERVICES FOR RIGHT-OF-WAYS

Recommendation: That City Council award Bid #25-017 for Landscape Maintenance Services for Right-of-Ways to Big Orange Enterprises, LLC d/b/a Escape Landscaping and Lawn Care of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $100,995.00. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Bid Tabulation*
Contract and Related Attachments

3. 25-415 AWARD OF CONTRACT BID NO. 25-013 - LANDSCAPE MAINTENANCE SERVICES FOR ZONE 1

Recommendation: That City Council award Bid #25-013 for Landscape Maintenance Services for Zone 1 to Big Orange Enterprises, LLC d/b/a Escape Landscaping and Lawn Care of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $116,648.00. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Bid Tabulation*
Contract and Related Attachments

4. 25-417 AWARD OF CONTRACT BID NO. 25-014 - LANDSCAPE MAINTENANCE SERVICES FOR ZONE 2

Recommendation: That City Council award Bid No. 25-014 for Landscape Maintenance Services for Zone 2 to Big Orange Enterprises, LLC d/b/a Escape Landscaping and Lawn Care of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $118,400.00. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Bid Tabulation*
Contract and Related Attachments

5. 25-420 AWARD OF CONTRACT BID NO. 25-016 - LANDSCAPE MAINTENANCE SERVICES ZONE 4

Recommendation: That City Council award Bid No. 25-016 for Landscape Maintenance Services for Zone 4 to Executive Landscaping, Inc. of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $126,586.28. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Bid Tabulation*
Contract and Related Attachments

6. 25-423 AWARD OF CONTRACT BID NO. 25-015 - LANDSCAPE MAINTENANCE SERVICES ZONE 3

Recommendation: That City Council award Bid No. 25-015 for Landscape Maintenance Services for Zone 3 to Executive Landscaping, Inc. of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $122,438.67. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Bid Tabulation*
Contract and Related Attachments

7. 25-568 AWARD OF CONTRACT FOR RFQ NO. 25-022 ENVIRONMENTAL ASSESSMENT AND ENGINEERING DESIGN FOR CDBG-DR

Recommendation: That City Council award a contract for RFQ 25-022 Environmental Assessment and Engineering Design Services for Federally Funded Community Development Block Grant-Disaster Recovery (CDBG-DR), Rebuild Florida Hometown Revitalization Grant to Geosyntec Consultants, LLC of Pensacola, FL with the set rate sheet attached in their proposal. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *RFQ-25022-EnvAssmt_EngDesignSvcs_CDBG-DR*
RFQ-25022-EnvAssmt_EngDesignSvcs_CDBG-DR_A2
Geosyntec Proposal_COP CDBG_Pace Cervantes_20250422
Geosyntec Proposal_COP CDBG_Baptist_20250422
RFQ-25022-EnvAssmt_EngDesignSvcs_CDBG-DR_A1
Geosyntec RFQ Response
COP x Geosyntec_5.8.25

8. 25-577 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of $2,000 to The Watson Family Foundation and $500 to the Ella L. Jordan African American History Museum from the City Council Discretionary Funds for District 5.

Sponsors: Teniade Broughton, Council Member

Attachments: *None*

9. 25-634 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of $1,000 to Pensacola Promise d/b/a Chain Reaction and $500 to the Ella L. Jordan African American History Museum from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council Vice President

Attachments: *None*

10. 25-650 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of $500 to Jack and Jill of America from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

REGULAR AGENDA

11. 25-569 APPROVAL OF GROUND LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND SOUTHERN YOUTH SPORTS ASSOCIATION, INC.

Recommendation: That City Council approve the Ground Lease Agreement between the City of Pensacola and Southern Youth Sports Association Inc. for construction of the Rafferty Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Ground Lease Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Contract and Related Attachments*
Exhibit B
Additional Info from SYSA - Strategic Benefits to the City
Additional Info from SYSA - Fact Sheet 2025

12. 25-656 SETTLEMENT AGREEMENT FRANK V. CITY OF PENSACOLA

Recommendation: That City Council consider the proposed settlement agreement for approval. Further, if the City Council approves the settlement agreement, it authorize the Mayor to execute and take the actions necessary to carry out the agreement, consistent with the terms of the

agreement and the Mayor's executive powers as granted within the City Charter.

Sponsors: Jared Moore, Council President

Attachments: *Settlement Agreement (5.12.25) Final(63723542.1)*

13. 25-481 APPLICATION FOR EXCLUSIVE USE PARKING 801 E. GREGORY STREET - 13 SPACES LOCATED ALONG 13TH AVENUE

Recommendation: That City Council approve the exclusive use of 13 parking spaces to be constructed by Homewood Suites on 13th Avenue adjacent to the property located at 801 East Gregory Street. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer a formal agreement to be negotiated at a later date consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Homewood Suites Permit Plans*

14. 25-518 PENSACOLA SOUTHERN CITIES ECONOMIC INSTITUTE (SCEI) MOU 2025

Recommendation: That City Council approve a Memorandum of Understanding (MOU) between the National League of Cities Institute (NLCI) and the City of Pensacola, Florida for participation and understanding as part of the Southern Cities Economic Institute (SCEI) between April 24, 2025, and October 31, 2025. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the MOU consistent with the terms of the Memorandum of Understanding and the terms of the MOU and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Pensacola SCEI MOU 2025*
NLC-FL__Pensacola APP

15. 25-530 SUPPLEMENTAL BUDGET RESOLUTION - 2025-31 - NATIONAL LEAGUE OF CITIES SOUTHERN CITIES ECONOMIC INITIATIVE COHORT-GRANT FUNDING

Recommendation: That the City Council adopt Supplental Budget Resolution No. 25-530.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *NLC-FL__Pensacola APP*
Pensacola SCEI MOU 2025
Supplemental Budget Explanation No. 2025-31
Supplemental Budget Resolution No. 2025-31

16. 25-533 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-25 - PORT GRANT PROJECTS

Recommendation: That City Council adopt supplemental Budget Resolution No. 2025-25:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-25*
Supplemental Budget Explanation No. 2025-25

17. 25-584 PUBLIC HEARING TO CONSIDER ADOPTION OF URBAN CORE CRA PLAN UPDATE, SPRING 2025

Recommendation: That the City Council hold a public hearing in accordance with Chapter 163, Part III, Florida Statutes to consider adoption of the proposed Urban Core CRA Plan Update, Spring 2025, as enumerated herein.

Sponsors: Teniade Broughton, Council Member

Attachments: *Priority Project Pages _PensacolaCRA_UrbanCore-FINALDraft 5.5.2025 (1)*
DRAFT Urban Core RB Meeting Minutes 3.24.2025
DRAFT Planning Board Minutes April 8 2025
PensacolaCRA_UrbanCore Plan-FINAL Draft 5.5.2025

18. 25-536 RESOLUTION NO. 2025-29 - APPROVING THE URBAN CORE CRA PLAN UPDATE, SPRING 2025

Recommendation: That the City Council adopt Resolution No. 2025-29.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE URBAN CORE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE URBAN CORE COMMUNITY REDEVELOPMENT PLAN; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Teniade Broughton, Council Member

Attachments: *Resolution No. 2025-29 Approving the 2025 Urban Core Plan Update*
PensacolaCRA_UrbanCore Plan-FINAL Draft 5.5.2025
DRAFT Planning Board Minutes April 8 2025
DRAFT Urban Core RB Meeting Minutes 3.24.2025

19. 25-585 PUBLIC HEARING TO CONSIDER ADOPTION OF WESTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That City Council conduct a public hearing in accordance with Chapter 163, Part III, Florida Statutes to consider adoption of the proposed Westside CRA Plan Update, Spring 2025, as enumerated herein.

Sponsors: Teniade Broughton, Council Member

Attachments: *Pensacola CRA Westside Plan-FINALDraft5.5.2025*
Priority Project Pages Pensacola CRA Westside-FINALDraft5.5.2025
DRAFT Westside RB Meeting Minutes 3.25.2025
DRAFT Planning Board Minutes April 8 2025

20. 25-535 RESOLUTION NO. 2025-28 - APPROVING THE WESTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That City Council adopt Resolution No. 2025-28.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE WESTSIDE COMMUNITY REDEVELOPMENT PLAN; PROVIDING THAT ALL COMMUNITY REDEVELOPMENT ACTIVITIES FINANCED BY TAX INCREMENT REVENUES IN THE WESTSIDE REDEVELOPMENT AREA SHALL BE COMPLETED BY SEPTEMBER 30, 2046; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Teniade Broughton, Council Member

Attachments: *Resolution No. 2025-28 Adopting Westside CRA Plan Update 05.22.2025*
PensacolaCRA_Westside Plan-FINALDraft5.5.2025
DRAFT Westside RB Meeting Minutes 3.25.2025
DRAFT Planning Board Minutes April 8 2025

21. 25-586 PUBLIC HEARING TO CONSIDER APPROVAL OF THE EASTSIDE CRA

PLAN UPDATE, SPRING 2025

Recommendation: That City Council hold a public hearing in accordance with Chapter 163, Part III, Florida Statutes to consider adoption of the proposed Eastside CRA Plan Update, Spring 2025, as enumerated herein.

Sponsors: Teniade Broughton, Council Member

Attachments: *PensacolaCRA Eastside Plan-FINALDraft5.5.2025*
Priority Project Pages PensacolaCRA_Eastside-FINALDraft5.5.2025
DRAFT Eastside RB Meeting Minutes 3.11.25
DRAFT Planning Board Minutes April 8 2025

22. 25-538 PROPOSED ORDINANCE NO. 5-25 - APPROVAL OF EASTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That City Council approve Proposed Ordinance No. 5-25 on first reading.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE EASTSIDE COMMUNITY REDEVELOPMENT PLAN; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Teniade Broughton, Council Member

Attachments: *Proposed Ordinance No. 5-25 - Approving Eastside CRA Plan Update*
PensacolaCRA_Eastside Plan-FINALDraft5.5.2025
Business Impact Analysis Report - PROPOSED ORDINANCE 5-25
DRAFT Eastside RB Meeting Minutes 3.11.25
DRAFT Planning Board Minutes April 8 2025 (2)

23. 25-611 PUBLIC HEARING TO CONSIDER EXTENSION OF WESTSIDE COMMUNITY REDEVELOPMENT TRUST FUND

Recommendation: That City Council hold a public hearing in accordance with Chapter 163, Part III, Florida Statutes to consider extending the Westside Community Redevelopment Trust Fund, as enumerated herein.

Sponsors: Teniade Broughton, Council Member

Attachments: *None*

24. 25-539 PROPOSED ORDINANCE 6-25 AMENDING ORD. NO. 31-14 TO PROVIDE THE EXTENSION OF WESTSIDE COMMUNITY

REDEVELOPMENT TRUST FUND

Recommendation: That City Council approve Proposed Ordinance No. 6-25 on first reading.

AN ORDINANCE AMENDING ORDINANCE NO. 31-14 TO PROVIDE FOR EXTENSION OF THE WESTSIDE REDEVELOPMENT TRUST FUND ESTABLISHED UNDER THE AUTHORITY OF CHAPTER 163, PART III; FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Teniade Broughton, Council Member

Attachments: *Proposed Ordinance 6-25 - Extending the Westside Community Redevelopment Trust Fund*
Business Impact Analysis Report - PROPOSED ORDINANCE 6-25

25. 25-537 PROPOSED ORDINANCE NO. 3-25 - VOLUNTARY ANNEXATION OF JAMES-OLIVER, LLC PROPERTY - 3728 CREIGHTON ROAD & 3800 BLK CREIGHTON ROAD

Recommendation: That City Council approve Proposed Ordinance No. 3-25 on first reading.

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

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 3-25*
2025 Parcels 1 & 2 Exhibit
2025 Parcel 3 Exhibit
Business Impact Analysis Report - Proposed Ord No. 3-25

26. 25-546 PROPOSED ORDINANCE NO. 7-25 - AMENDMENT TO CITY CODE SECTION 4-3-97 - FEES AND SURCHARGES

Recommendation: That City Council approve Proposed Ordinance No. 7-25 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: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 7-25*

Business Impact Estimate

27. 25-646 PROPOSED ORDINANCE NO. 4-25 - REPEAL OF THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS AND AUTHORITY

Recommendation: That City Council adopt proposed ordinance 4-25 on second reading:

AN ORDINANCE REPEALING IN ITS ENTIRETY ARTICLE III – CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS AND AUTHORITY; AMENDING ARTICLE IV – CONTRACTOR CERTIFICATION, SECTION 14-2-162 – NATIONAL ELECTRICAL CODE ADOPTED, SECTION 14-2-193 - AMENDMENTS, SECTION 14-2-243 – AMENDMENTS, SECTION 14-2-264 - AMENDMENTS, SECTION 7-10-4 – CONSTRUCTION BOARD OF APPEALS HEARING FEE, SECTION 12-9-7 – VARIANCES AND APPEALS, SECTION 14-2-117 – PERMIT APPEALS AND SECTION 14-2-136 – DEMOLITION OF THE CITY CODE OF THE CITY OF PENSACOLA; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Jared Moore, Council President

Attachments: *Proposed Ordinance No. 4-25*
Business Impact Statement Proposed Ord. 4-25
PROOF OF PUBLICATION

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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.

File #: 25-1085 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF LEASE AGREEMENT WITH PENSACOLA YOUTH SOCCER, INC. FOR HITZMAN-OPTIMIST SOCCER FIELD

RECOMMENDATION:

That City Council approve the lease agreement between the City of Pensacola Parks and Recreation Department and Pensacola Youth Soccer, Inc. to lease the Hitzman-Optimist Soccer Field. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences.

The City of Pensacola Parks and Recreation Department and Pensacola Youth Soccer, Inc. are seeking approval from the City Council to enter into a lease agreement that allows the City to give access to Pensacola Youth Soccer, Inc., a Florida not-for-profit corporation, to utilize Hitzman-Optimist Soccer Field for conducting a youth soccer program for the purpose of promoting positive physical, mental, and social development of participating youth. Pensacola Youth Soccer, Inc. agrees to pay the City of Pensacola $10 per participating child per season. The term of the lease will begin upon signature of the last signing party and end on June 30, 2028.

PRIOR ACTION:

October 10, 2024 — The previous lease agreement was approved by City Council.
September 16, 2025 — This current lease was reviewed by the Parks and Recreation Board.
October 21, 2025 — The current lease second review by the Parks and Recreation Board.

FUNDING:

N/A

FINANCIAL IMPACT:

The city will receive $10 per participating child per season. Fee subject to annual review by the city and may increase no more than $5 per participating child, per season within the first two years.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/15/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Cliff Collins, Associate City Administrator
Kerry Shanaghan, Interim Parks and Recreation Director
Tonya Byrd, Parks and Recreation Assistant Director

ATTACHMENTS:

1. Youth Sports Organization Field Lease Agreement

PRESENTATION: No

CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Lease**") is made and entered into this _____ day of _____, 2025 ("**Effective Date**"), by and between the **City of Pensacola**, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the "**City**" or "**Lessor**") and **Pensacola Youth Soccer, Inc.** (the "**Lessee**"), a Florida not-for-profit corporation whose principal address 707 East Cervantes Street, Suite B #114, Pensacola, Florida 32501.

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 3221 Langley Avenue Pensacola, FL 32504, known as **Hitzman-Optimist Soccer Field** (the "**Property**"). Lessor and Lessee mutually agree for Lessee to utilize the Property for conducting a youth soccer program (the "**Program**") for the purpose of promoting positive physical, mental, and social development of participating players.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on June 30, 2028. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. TERMINATION FOR CONVENIENCE

Either Lessor or Lessee may terminate this Agreement for convenience by providing a minimum of one hundred eighty (180) days written notice to the other party of its intent to terminate this Agreement.

5. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola $10 per participating child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after the first practice of each season. Lessee may assign a number to each participating child or provide first names only in lieu of providing first and last name of each participating child on such roster. The fee is subject to annual review by Lessor and may increase no more than $5 per participating child, per season within the first two years. Notice of such fee increases shall be provided by the City to Lessee a minimum of one hundred and twenty (120) days prior to the start of the season for which the City requests the increase.

6. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1. Any use for a purpose outside of the purpose stated within Section 1 must be approved by the Lessor in writing prior to that use by Lessee. Lessee agrees to coordinate and

cooperate with the City's Parks and Recreation Department for use of the Property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity on or near the Property that may adversely affect the adjacent residential or commercial property.

a. **CONCESSIONS**: Lessee may maintain concession activity or contract with concessionaires for food and drink during the Program. Lessee and its concessionaires must comply with all applicable ordinances and health regulations and rules and regulations from Lessor as may exist from time to time. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The Lessee is responsible for ensuring all concession personnel are compliant with the Florida Department of Business and Professional Regulation food service licensing and requirements and will provide proof of such licensing to the City upon request. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed and properly disposed of following such use.

b. **FIELD MAINTENANCE**: City will maintain game fields and practice fields in its discretion and at its own expense, allowing for rest periods between seasons. Lessee agrees not to host any camps or clinics during rest periods without prior written permission from the City. Additional maintenance performed by Lessee shall be done only with express written consent by the Lessor and is considered optional and not reimbursable by the City.

c. **PROHIBITED ACTIVITIES**: Lessee is strictly prohibited from organizing, sanctioning or scheduling any invitational tournaments, showcases, or non-league competitions unless explicitly approved in writing by the City. For the purposes of this Section, an "invitational tournament" is defined as any athletic event or series of games:

- That includes teams outside of the regular league structure; and
- That is attended based on a private or selective invitation.

7. CONDITIONS OF USE

Lessee's rights under this Lease are expressly contingent upon satisfaction of the following conditions:

1. Within thirty (30) days after commencing the Program at or about the Property, Lessee shall deliver to the City a list of all staff, coaches, volunteers, and board members (collectively, "**Personnel**"), which list will include, at a minimum, (i) the full name and contact information for all Personnel, and (ii) a memorandum stating

that all listed Personnel have passed a Level 2 background screening completed within the 12-month period immediately preceding delivery per Florida Statute 943.0438, including, but not limited to, internet sexual offender registry and criminal background checks conducted through a third-party vender reasonably acceptable to the City. Lessee will deliver to City updated list(s) to include any proposed new Personnel prior to any such new Personnel commencing involvement with the Program, and will further deliver a current and updated list upon reasonable request by City.

2. Within thirty (30) days after commencing the Program each season at or about the Property, Lessee shall provide the number of total youths participating in the Program for that season. Additionally, Lessee shall indicate how many youths participating in the Program are receiving financial assistance (or scholarships) from the Lessee each season.

3. Prior to commencing the Program at or about the Property, Lessee shall provide a copy of Lessee's certificate of insurance. In accordance with Attachment "B" to this Lease, the certificate of insurance shall name the City as an additional insured.

4. On or before the Lease Effective Date, Lessee shall deliver to City fully-executed and current copies of Lessee's operating agreement, by-laws (and any other organizational governing documents), and standard operating procedures, along with all amendments and supplements thereto.

5. On or before the Lease Effective Date, Lessee shall deliver to City any existing written disciplinary guidelines for Program participants, parents, and event attendees.

6. Lessee shall notify the City's Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, any related incident reports, the name of the injured party, and a brief description of the incident.

7. Lessee shall notify the City by 12:00pm the next business day of any damage incurred to the Property or remainder of the park resulting from the Program activities.

8. Prior to commencing the Program at or about the Property, Lessee shall deliver to the City a written schedule of all Program activities for the then-current calendar quarter, and shall thereafter during the term of the Lease deliver to the City, on or before the date that is 30 days prior to the end of the then-current calendar quarter, a written schedule of all Program activities for the immediately following calendar quarter (each a "**Schedule**"). Each Schedule shall contain, at a minimum, the following information: description, dates, times, fees (including scholarship

eligibility criteria) and enrollment requirements for the Program, and all events, practices, games, and tournaments shall be added to the applicable Schedule as soon as confirmed.

9. Lessee agrees to attend and participate in an annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.

10. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide the same to Lessor.

11. Proof from marketing materials that Lessee advertised that residents of the City have a minimum of two (2) weeks advance notice and opportunity to register for the Program before registration is opened to non-City residents.

12. Provide the number of City residents that registered for the activity during the two (2) week advance registration period described above.

8. REQUIRED FINANCIAL INFORMATION

Lessee shall furnish to City the following information:

1. Prior to City execution of this Lease, Lessee shall furnish to City a copy of the Lessee's IRS Form 990 returns together with schedules and any extensions filed in connection therewith, for the immediately preceding three years.

2. Prior to City execution of this Lease, Lessee shall furnish to City a copy of the Lessee's financial statements and a statement of profit and loss for the immediately preceding three years. Such submissions shall be consistent with Section 9 below.

3. As soon as available upon request by City, and in no event less than annually, Lessee shall furnish to City Lessee's IRS Form 990, and if requested, financial statements and a statement of profit and loss. Such submissions shall be consistent with Section 9 below.

9. FORM OF FINANCIAL STATEMENTS

All financial statements, reports and other materials to be furnished to City in accordance with paragraph 8 shall be in form and detail satisfactory to City acting reasonably. Lessee will prepare and maintain its financial documents, records, statements and reports in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal or calendar year, as applicable. All financial statements and financial information submitted to City in accordance with this Lease shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships or limited liability companies, of which Lessee has an ownership interest and (ii) any entities of which Lessee does not have an ownership interest, but for which Lessee is directly or contingently liable on debts or obligations of any kind incurred by those

entities. All financial statements or records submitted to City via electronic means, including, without limitation, by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("**TIFF**") or Portable Document Format ("**PDF**") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. City may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records. Delivery of financial statements or information can be satisfied by delivery of data from QuickBooks in form requested by City.

10. REQUIRED ANNUAL REPORTING

Lessee agrees to appear before the Parks and Recreation Board at least annually, or at any time upon reasonable prior notice by the City and submit a presentation on the required financial information listed in paragraph 8. Lessee additionally agrees to submit to questioning by the City on any financial information presented.

11. BOOKS AND RECORDS; INSPECTION RIGHTS

Lessee will keep proper books, records and accounts in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The City reserves the right to conduct an audit of the Lessee's financial activities as it relates to this agreement at any time upon thirty (30) days written notice to Lessee by the City. Lessee shall fully cooperate and make available to City its relevant financial records in order for the City, or its auditors, to complete its audit.

12. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

13. CONDITION OF PREMISES

Lessee hereby acknowledges and agrees that City leases the Property and Lessee accepts the Property "as/is, where is and with all faults" without any representation or warranty of City, express or implied, of any kind whatsoever other than as expressly set forth in this Lease. Lessee acknowledges that City has made no representations or warranties relating to the suitability of the Property for any particular use or purpose (including without limitation the use set forth in section 1 above) and that City shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Property other than as expressly set forth in this Lease. Without limiting the generality of the foregoing, City shall not be liable for any latent or patent defects in the Property, and City shall not have any liability or responsibility to Lessee for any loss, damage, or expense incurred by Lessee occasioned by the condition or characteristics of the Property, further, City hereby disclaims any and all express and implied warranties as to the condition of the Property, including without limitation any and all implied warranties of merchantability, fitness for any particular purpose,, habitability, or tentability.

14. SIGNS

Lessee agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Property (including on any fencing) without the prior written approval of the Parks and Recreation Director or his/her designee.

15. IMPROVEMENTS

Lessee shall not make any improvements to the Property without prior written permission from Lessor.

16. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time, including without notice.

17. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

1. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.

2. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow any part of the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 7(6.) above.

3. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured and provide the same to the City prior to allowing its contractors or subcontractors to work at the Property.

4. Lessee is responsible for the repair of any and all damage caused by Lessee or Lessee's Program or related activities.

18. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

19. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described Property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in Section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the Property shall prevail.

20. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

The Lessee shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively "**Indemnified Parties**") from and against all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "**Claims**"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or part, directly or indirectly:

(i) The performance of this Lease (including any amendments hereto) by the Lessee, its employees, volunteers, agents, representatives, or subcontractors; or

(ii) The failure of the Lessee, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;

(iii) Any negligent act or omission of the Lessees, its employees, volunteers, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Lessee, its employees, volunteers, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of the Lessee, its employees, volunteers, agents, representatives, or subcontractors; or

(v) The Lessee's failure to maintain, preserve, retain, produce, or protect records in accordance with this Lease and applicable laws (including but not limited to Florida's laws regarding public records and the Florida's laws regarding operation of government in the sunshine).

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Lessee pursuant to this Lease or otherwise obtained by the Lessee and the provisions of this paragraph survive the termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such termination. Nothing contained in this Lease shall be construed as a waiver of the City's sovereign immunity or limitations promulgated under Florida Statute 768.28.

21. INSURANCE REQUIRED

Attachment "B" is hereby incorporated into this Lease by this reference. Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment "B" prior to the commencement of the Program and during the life of the Lease as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment "B" during any

renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

22. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

23. E-VERIFY

In compliance with the provisions of F.S. 448.095, the parties to this Lease and any subcontractors engaged in the performance of this Lease hereby certify that, to the extent required by Law, 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.

24. SOVEREIGN IMMUNITY

The City does not waive its right of sovereign immunity under s. 768.28, F.S., its police power to provide for the public interest and safety, or its municipal authority to provide for and protect its assets by entering into this Lease.

25. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

1. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

2. The Lessee and any contractor or manager shall, in all solicitations or advertisements

for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and Lessee shall be in default under the terms of this Lease upon the following events:

1. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
2. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing its intention to terminate the lease within 15 days in the event of default. The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

27. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
c/o City Administrator
222 West Main Street Pensacola, FL 32502

Lessee: Pensacola Youth Soccer, Inc.
Attn: Josh Hadden
707 East Cervantes Street, Suite B #114, Pensacola, Florida 32501.
850-366-8764
josh@pensacolayouthsoccer.com

28. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by both the Lessor and Lessee.

29. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

30. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

31. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

32. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

33. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

34. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Pensacola Youth Soccer, Inc.

_____
Josh Hadden, President

_____
Printed Name of above signature.

Date: _____

_____
Corporate Secretary

CITY OF PENSACOLA, FLORIDA

_____
D.C. Reeves, Mayor

_____
Printed Name of above signature.

Date: _____

Attest:

_____
Ericka Burnett, City Clerk

Approved as to Substance:

_____
Kerry Shanaghan, Parks and Recreation Director

Legal in form and valid as drawn:

_____
City Attorney

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 Lease term and following the completion of the Lease if Contractor does not transfer the records to the City.

D. Upon completion of the Lease, 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 Lease, 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 Lease, 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 LEASE, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM 222

WEST MAIN STREET, PENSACOLA, FL 32502

ATTACHMENT "B"
INSURANCE AND INDEMNIFICATION

GENERAL

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

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.

Worker's Compensation

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least $100,000 each person – accident, $100,000 each person – disease, $500,000 aggregate – disease.

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola 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 Lease. 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 for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of $1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

Sexual Abuse & Molestation

Lessee shall maintain in force at all times sexual abuse and molestation insurance coverage with minimum limits of $1,000,000, occurrence, and $2,000,000, aggregate. Policy may be written on an occurrence type basis or claims-made basis. Policy must cover actual or alleged abuse, molestation, mistreatment, or maltreatment of a sexual nature including defense costs, attorney fees, settlements, and judgements. City shall be named as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this Lease shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee's insurance polices, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee**. If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate 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.

INSURANCE OF THE LESSEE PRIMARY

The Lessee 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 lease.

LOSS CONTROL AND SAFETY

The Lessee shall retain control over its employees, agents, servants, 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 elected officials, 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 its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this Lease. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Lessee agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies

available to the City and shall not be considered to be the City's exclusive remedy.

GOVERNING LAW AND VENUE

This Lease is governed and construed in accordance with 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 the Lease. Venue for any claim, actions or proceedings arising out of this Lease shall be Escambia County, Florida.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name:_____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____State: _____ZIP:_____

Phone Number: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED
SIGNATURE

Print Name and Title:_____

Date:_____

File #: 25-1447 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FY26 FOR HIGHWAY TRAFFIC FUNDS —SPEEDING AND AGGRESSIVE DRIVING ENFORCEMENT

RECOMMENDATION:

That City Council approve the acceptance of the FY 2026 Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds for Speeding and Aggressive Driving Enforcement in the amount of $65,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

According to 2021 national statistics recently published by the National Highway Safety Administration (NHTSA), 12,330 fatalities were caused by speeding/aggressive driving-related traffic crashes. That represents 29% of all traffic fatalities in 2021. In 2023, the State of Florida alone experienced 22,172 speed/aggressive driving-related crashes with 438 fatalities. The City of Pensacola is not immune to the problems caused by speeding and aggressive driving.

This reflects the City of Pensacola's ranking in the Florida Department of Transportation (FDOT) fiscal year (FY) 2026 Highway Safety Matrix (HSM)—Ranking Florida Cities, Speeding and Aggressive Driving category. Pensacola is ranked 36th out of the 104 Florida Group II Cities for serious injuries and fatalities related to impaired driving. The HSM rankings are based on the total actual serious injuries and fatalities statewide from 2019 to 2023.

The City of Pensacola, located in Escambia County, is not only a popular place to live but also a popular tourist destination. The City of Pensacola has a permanent population of

approximately 55,000 residents and a metro population of 510,000. The number of people within the city limits is significantly higher on the average day or weekend. An estimated 100,000 vehicles traverse the city limits daily as motorists travel to and from work or enjoy shopping, errands, and events. Additional traffic is projected during the tourist season as residents and tourists head to the area's beaches and attractions. During the holidays or special events, traffic can exceed 250,000 motorists on a given day.

With the FDOT subgrant funding, the Pensacola Police Department (PPD) will utilize strategies as detailed in the NHTSA Countermeasures that Work, 11th Edition, Chapter Four: Speeding and Speed Management:

4-6. Data Surveillance Crash Data Speed and Speeding Data

4-31. High-Visibility Enforcement (HVE) - Mass-Media Campaigns -Enforcements in heightened areas for Speeding and Crash Risks

4-36. Other Strategies for Behavior Change -Dynamic Speed Display/Feedback Signs

In the HVE model, the primary purpose of the program is to deter speeding/aggressive driving by increasing the likelihood of being detected and reminding motorists that speeding is not worth the risk of fines, points, or other punishment. Saturation patrols will be extensively publicized and conducted regularly. Subgrant funds will be used to purchase speed measurement devices such as dash-mounted radars and lasers in order to increase enforcement efforts.

A License Plate Reader would significantly improve the efficiency of criminal investigations by automating the identification and tracking of stolen vehicles linked to other crimes. The ability to instantly capture and cross-check license plate numbers with stolen vehicle databases would allow officers to respond faster to active crime scenes and recover stolen property more quickly, including stolen firearms from other cases that are often found in these vehicles. Additionally, information gathered from LPR can be used to identify vehicles for traffic-related offenses such as reckless driving, hit-and-runs, and fleeing and eluding cases.

By integrating LPR technology, PPD can proactively intercept suspects involved in Grand Theft Auto (GTA) related crimes before they escalate into more serious incidents, ultimately leading to a reduction in violent crimes within the City of Pensacola and the dismantling of criminal networks using stolen vehicles as tools for further violence. This subgrant would not only enhance the investigative capacity of the PPD but also serve as a deterrent to criminals, knowing that their vehicles are more likely to be detected and intercepted before further crimes are committed.

For all enforcement operations related to this subgrant, locations will be based on current data that identifies high-risk roads with the greatest number of speed/aggressive driving-related crashes, serious injuries, fatalities, and/or traffic violations. Due to Pensacola being a major tourist area, the largest metro area, and the hub for Northwest Florida, evidence supports that enforcement operations can be successful for both daytime and nighttime hours. PPD will conduct a public engagement campaign using message boards, local media outlets, social

media, and press releases to raise awareness of speeding and aggressive driving. PPD will also participate in Operation Southern Slow Down.

PRIOR ACTION:

None

FUNDING:

Budget:	$65,000.00	
Actual:	$$45,000.00	Overtime salary for law enforcement officers
	$20,000.00	Purchase of speeding measurement devices for program implementation (each device costing under $5,000.00)
	$65,000.00	TOTAL

FINANCIAL IMPACT:

The grant funds will provide funding for this project. Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/22/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Award Letter
2. FDOT Contract Award
3. Supplemental Budget Resolution No. 2025-81
4. Supplemental Budget Explanation No. 2025-81

PRESENTATION: No

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 20, 2025

Eric Randall
City of Pensacola
711 N. Hayne Street
Pensacola, Florida 32501

RE: FY2026 Highway Traffic Safety Concept Paper Selection - CPG-2026-Pensacola--00162

Dear Eric Randall:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2026 for your traffic safety initiative.

PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER. A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2026 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2026 your agency applied for funding with the following Concept Paper Information:

Concept Paper Number
CPG-2026-Pensacola--00162

Implementing Agency
Pensacola Police Department

Project Title:
Speed and Aggressive Driving Enforcement

Amount Requested
$196,200

After a comprehensive review, CPG-2026-Pensacola--00162 was funded for FY2026 with the following project number, title, and funding levels below:

FY2026 Project Number
SC-2026-00162

Implementing Agency
Pensacola Police Department

Project Title:
Speeding and Aggressive Driving Enforcement

Amount to be Awarded
$65,000

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: "Congratulations, your concept has been selected! Here are the next steps required for subgrant development!"

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: https://www.fdot.gov/Safety/grants/grants-home.shtm.

Sincerely,

Chris Craig

Chris Craig, CPM, FCCM
Traffic Safety Administrator
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** SC-2026-00162	**FDOT Contract Number:** G3I37
Federal Funds Awarded: $65,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2026

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Speeding and Aggressive Driving Enforcement
2. Federal Funding: $65,000 Match: $0 Total Cost: $65,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Pensacola	Agency Name:	Pensacola Police Department
Address:	222 W. Main Street	Address:	711 N. Hayne Street
City:	Pensacola	City:	Pensacola
State:	Florida	State:	Florida
Zip:	32502	Zip:	32501

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000406 005

6. Federal Unique Entity Identifier (UEI) Number: UBMRAF87HQF5

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Amy Lovoy	Name:	Erik Goss
Address:	222 W. Main Street	Address:	711 N. Hayne Street
City:	Pensacola	City:	Pensacola
State:	Florida	State:	Florida
Zip:	32502	Zip:	32501
Telephone:	(850) 435-1830	Telephone:	(850) 435-1851
E-mail:	alovoy@cityofpensacola.com	E-mail:	egoss@cityofpensacola.com

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Jennifer Cole	Name:	Dennis Salon
Title:	Finance and Procurement Manager	Title:	Sergeant
Telephone:	(850) 435-1856	Telephone:	(850) 436-5412
E-Mail:	jcole@cityofpensacola.com	E-Mail:	dsalon@cityofpensacola.com

11. Payment Remittance Address:

Name:	Pensacola Police Department
Address:	222 West Main Street
City:	Pensacola
State:	Florida
Zip:	32502

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

According to 2021 national statistics recently published by the National Highway Safety Administration (NHTSA), 12,330 fatalities were caused by speeding/aggressive driving-related traffic crashes. That represents 29% of all traffic fatalities in 2021. In 2023, the State of Florida alone experienced 22,172 speed/aggressive driving-related crashes with 438 fatalities. The City of Pensacola is not immune to the problems caused by speeding/aggressive drivers.

This is reflected in the City of Pensacola's ranking on the Florida Department of Transportations (FDOT) fiscal year (FY) 2026 Highway Safety Matrix (HSM) – Ranking of Florida Cities, Speeding and Aggressive Driving category. Pensacola is ranked 36th out of the 104 Florida Group II Cities for serious injuries and fatalities related to impaired driving. The HSM rankings are based on the total actual serious injuries and fatalities statewide from 2019-2023.

The City of Pensacola, located in Escambia County, is not only a popular place to live, but also a popular tourist destination. The City of Pensacola has a permanent population of approximately 55,000 residents and a metro population of 510,000. The number of people within the city limits is significantly higher on the average day or weekend. An estimated 100,000 vehicles traverse the city limits daily as motorists travel to and from work or enjoy shopping, errands, and events. Additional traffic is projected during tourist season as residents and tourist head to the area's beaches and attractions. During holidays or special events, traffic can exceed 250,000 motorists on a given day.

2. Proposed Solution:

With the FDOT subgrant funding, the Pensacola Police Department (PPD) will utilize strategies as detailed in the NHTSA Countermeasures That Work, 11th edition, Chapter Four: Speeding and Speed Management:

4-6. Data Surveillance
Crash Data
Speed and Speeding Data

4-31. High-Visibility Enforcement (HVE)
- Mass-Media Campaigns
- Enforcement in heightened areas for Speeding and Crash Risks

4-36. Other Strategies for Behavior Change
- Dynamic Speed Display/Feedback Signs

In the HVE model, law enforcement will target high crash and high violation locations, and corridors for enhanced enforcement. The primary purpose of the program is to deter speeding/aggressive driving by increasing the likelihood of being detected and reminding motorists that speeding is not worth the risk of fines, points, or other punishment. Saturation patrols will be extensively publicized and conducted regularly.

Subgrant funds are being requested to purchase speed measurement devices such as dash mounted radars and lasers in order to increase enforcement efforts.

For all enforcement operations related to this subgrant, locations will be based on current data that identifies high-risk areas with the greatest number of speed/aggressive driving-related crashes, serious injuries, fatalities, and/or traffic violations. Due to Pensacola being a major tourist area, the largest Metro area, and the hub for Northwest Florida, evidence supports that enforcement operations can be successful for both daytime and nighttime hours.

Our agency will conduct a public engagement campaign using message boards, local media outlets, social media, and press releases to raise awareness of speeding and aggressive driving. We will also participate in Operation Southern Slow Down.

The Project Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer that performs under this subgrant will complete any mandated training and will complete the required Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be maintained by the Project Director, who will ensure that copies are attached to each monthly reimbursement invoice submitted to the FDOT State Safety Office.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 2% when compared to the 10/01 to 06/30 time period from the previous year.

c. Conduct at least 10 speed and/or aggressive driving high visibility overtime enforcement operations per quarter.

d. Participate in the Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.

e. Conduct a minimum 1 educational/community outreach event to increase speed and/or aggressive driving awareness per quarter and provide details.

f. Provide speed and/or aggressive driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 1 time per quarter.

4. Evaluation:

a. Enforcement activity start date.

b. Speed and/or aggressive driving crashes and fatalities are reduced by 2% citywide when compared to the 10/01 to 06/30 time period from the previous year.

c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per quarter.

d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.

e. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness per quarter.

f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of multimedia outlets per quarter.

Part III: PROJECT DETAIL BUDGET

Project Title: Speeding and Aggressive Driving Enforcement

Project Number: SC-2026-00162

FDOT Contract Number: G3I37

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary Only	Overtime Salary for law enforcement officers.	$45,000	$0	$45,000	No
	Subtotal:	**$45,000**	**$0**	**$45,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
Speed Measurement Devices (Under $5,000 per unit)	Purchase of speed measurement devices necessary for program implementation. Individual devices can not have cost of $5,000 or more.	$20,000	$0	$20,000	No
	Subtotal:	**$20,000**	**$0**	**$20,000**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
0%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$65,000**	**$0**	**$65,000**	

Part IV: PERFORMANCE REPORT

Project Title: Speeding and Aggressive Driving Enforcement

Project Number: SC-2026-00162

FDOT Contract Number: G3I37

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.

National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

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

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

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

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

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 (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department 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 government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

   The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

   Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

   To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 contractor 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.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 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 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. **Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: 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 Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

    (a) 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), 49 CFR part 21, and 28 CFR 50.3;

    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

    (h) Nondiscrimination Clause.

    During the performance of this subgrant, the Subrecipient agrees:

    (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

    (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

    (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;

    (4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

    (5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** 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.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

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

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. **Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

    (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

    (b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

        i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

        ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

    (c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

    (d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

    (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. **Expense Purchases for $200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. **Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

    Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

    If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. **How this Agreement is Affected by Provisions Being Held Invalid.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. **Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

    (a) Failure to provide the required audits;

    (b) Failure to provide required performance and final narrative reports in the required time frame;

    (c) Failure to perform work described in Part II of this Agreement;

    (d) Failure to provide reimbursement requests and performance reports in the required time frame;

    (e) Providing fraudulent performance reports or reimbursement requests; or

    (f) Misuse of equipment purchased with Federal highway safety funds.

60. **Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. **Vehicles.** Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

    Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

    It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

    Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. **Allowable Costs**. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. **Subcontract Agreements.**

    (a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

    (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

        i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

        ii. Total contract amount;

        iii. Scope of work/Services to be provided;

        iv. Quantifiable, measurable, and verifiable units of deliverables;

        v. Minimum level of service to be performed and criteria for evaluating successful completion;

        vi. Budget/Cost Analysis; and

        vii. Method of compensation/Payment Schedule.

    (c) **Additional Required Clauses.**

        i. **All subcontract agreements shall contain the following statement**:
        "The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

        ii. **Buy American Act Clause** *(see Section 4 of Part V)*

        iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

        iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

        v. **DBE Clause** *(see Section 10 of Part V)*

        vi. **E-Verify Clause** *(see Section 33 of Part V)*

        vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

        viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. **Indirect Costs**. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

    Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. **Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. **Procedures for Reimbursement.**

    (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

    (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

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

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

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

72. **Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. **Public Information and Education Items.** Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation" or "Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** $65,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37525300004020FL0	05/14/2025

Project Title: Speeding and Aggressive Driving Enforcement

Project Number: SC-2026-00162

FDOT Contract Number: G3I37

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

RESOLUTION
NO. 2025-81

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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	63,001,319
Amended To Read:	Federal Grants	63,066,319
As Reads	Personnel Services	89,400
Amended To Read:	Personnel Services	134,400
As Reads	Operating Expenses	5,000
Amended To Read:	Operating Expenses	25,000

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

DECEMBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT- HIGHWAY TRAFFIC FUNDS-SPEEDING & AGGRESSIVE DRIVING ENFORCEMENT - RES NO. 2025-81

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	65,000	Increase appropriation for Federal Grants - FDOT - Highway Traffice Funds- Speeding & Aggessive Driving Enforcement
Total Revenues	65,000	
Appropriations		
Personnel Services	45,000	Increase appropriation for Personnel Services
Operating Expenses	20,000	Increase appropriation for Operating Expenses
Total Appropriations	65,000	

File #: 25-1441 Agenda Conference 12/8/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-81 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FY26 FOR HIGHWAY TRAFFIC FUNDS-SPEEDING AND AGGRESSIVE DRIVING ENFORCEMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-81.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

According to 2021 national statistics recently published by the National Highway Safety Administration (NHTSA), 12,330 fatalities were caused by speeding/aggressive driving-related traffic crashes. That represents 29% of all traffic fatalities in 2021. In 2023, the State of Florida alone experienced 22,172 speed/aggressive driving-related crashes with 438 fatalities. The City of Pensacola is not immune to the problems caused by speeding and aggressive driving.

This reflects the City of Pensacola's ranking in the Florida Department of Transportation (FDOT) fiscal year (FY) 2026 Highway Safety Matrix (HSM)—Ranking Florida Cities, Speeding and Aggressive Driving category. Pensacola is ranked 36th out of the 104 Florida Group II Cities for serious injuries and fatalities related to impaired driving. The HSM rankings are based on the total actual serious injuries and fatalities statewide from 2019 to 2023.

The City of Pensacola, located in Escambia County, is not only a popular place to live but also a popular tourist destination. The City of Pensacola has a permanent population of

approximately 55,000 residents and a metro population of 510,000. The number of people within the city limits is significantly higher on the average day or weekend. An estimated 100,000 vehicles traverse the city limits daily as motorists travel to and from work or enjoy shopping, errands, and events. Additional traffic is projected during the tourist season as residents and tourists head to the area's beaches and attractions. During the holidays or special events, traffic can exceed 250,000 motorists on a given day.

With the FDOT subgrant funding, the Pensacola Police Department (PPD) will utilize strategies as detailed in the NHTSA Countermeasures that Work, 11th Edition, Chapter Four: Speeding and Speed Management:

4-6. Data Surveillance
Crash Data
Speed and Speeding Data

4-31. High-Visibility Enforcement (HVE)
- Mass-Media Campaigns
-Enforcements in heightened areas for Speeding and Crash Risks

4-36. Other Strategies for Behavior Change
-Dynamic Speed Display/Feedback Signs

In the HVE model, the primary purpose of the program is to deter speeding/aggressive driving by increasing the likelihood of being detected and reminding motorists that speeding is not worth the risk of fines, points, or other punishment. Saturation patrols will be extensively publicized and conducted regularly. Subgrant funds will be used to purchase speed measurement devices such as dash-mounted radars and lasers in order to increase enforcement efforts.

A License Plate Reader would significantly improve the efficiency of criminal investigations by automating the identification and tracking of stolen vehicles linked to other crimes. The ability to instantly capture and cross-check license plate numbers with stolen vehicle databases would allow officers to respond faster to active crime scenes and recover stolen property more quickly, including stolen firearms from other cases that are often found in these vehicles. Additionally, information gathered from LPR can be used to identify vehicles for traffic-related offenses such as reckless driving, hit-and-runs, and fleeing and eluding cases.

By integrating LPR technology, PPD can proactively intercept suspects involved in GTA-related crimes before they escalate into more serious incidents, ultimately leading to a reduction in violent crimes within the City of Pensacola and the dismantling of criminal networks using stolen vehicles as tools for further violence. This subgrant would not only enhance the investigative capacity of the PPD but also serve as a deterrent to criminals, knowing that their vehicles are more likely to be detected and intercepted before further crimes are committed.

For all enforcement operations related to this subgrant, locations will be based on current data that identifies high-risk roads with the greatest number of speed/aggressive driving-related

crashes, serious injuries, fatalities, and/or traffic violations. Due to Pensacola being a major tourist area, the largest metro area, and the hub for Northwest Florida, evidence supports that enforcement operations can be successful for both daytime and nighttime hours. PPD will conduct a public engagement campaign using message boards, local media outlets, social media, and press releases to raise awareness of speeding and aggressive driving. PPD will also participate in Operation Southern Slow Down.

PRIOR ACTION:

None

FUNDING:

Budget:	$65,000.00	
Actual:	$45,000.00	Overtime salary for law enforcement officers
	$20,000.00	Purchase of speeding measurement devices for program implementation (each device costing under $5,000.00)
	$65,000.00	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grants fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/22/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-81
2. Supplemental Budget Explanation No. 2025-81

PRESENTATION: No

RESOLUTION
NO. 2025-81

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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	63,001,319
Amended To Read:	Federal Grants	63,066,319
As Reads	Personnel Services	89,400
Amended To Read:	Personnel Services	134,400
As Reads	Operating Expenses	5,000
Amended To Read:	Operating Expenses	25,000

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

DECEMBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT- HIGHWAY TRAFFIC FUNDS-SPEEDING & AGGRESSIVE DRIVING ENFORCEMENT - RES NO. 2025-81

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	65,000	Increase appropriation for Federal Grants - FDOT - Highway Traffice Funds- Speeding & Aggessive Driving Enforcement
Total Revenues	65,000	
Appropriations		
Personnel Services	45,000	Increase appropriation for Personnel Services
Operating Expenses	20,000	Increase appropriation for Operating Expenses
Total Appropriations	65,000	

File #: 25-1499 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS FY2026 - DRIVE SOBER

RECOMMENDATION:

That City Council accept the FY 2026 Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds -Drive Sober in the amount of $55,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt the supplemental budget resolution appropriating grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

According to recently published National Highway Traffic Safety Administration (NHTSA) national statistics for 2022, 13,524 people died in alcohol-impaired driving traffic deaths. That represents 32% of all traffic fatalities. In 2023, Florida alone experienced 15,191 impaired driving crashes with 892 fatalities. Pensacola is not immune to the problems caused by impaired drivers.

This is reflected in the City of Pensacola's ranking on the Florida Department of Transportation's (FDOT) FY2026 Highway Safety Matrix (HSM)—Ranking of Florida Cities, Impaired Driving category. Pensacola is ranked 12th out of the 104 Florida Group II Cities for serious injuries and fatalities related to impaired driving. The HSM rankings are based on the total actual serious injuries and fatalities statewide from 2019 to 2023.

Pensacola is not only a popular place to live but also a popular tourist destination. An estimated 100,000 vehicles traverse the city limits daily as motorists travel to and from work, shopping, errands, and attending events. Additional traffic is projected during the tourist

season as residents and tourists head to area beaches and attractions. During holidays or special events, traffic can exceed 250,000 motorists on a given day.

With the FDOT subgrant funding, the Pensacola Police Department (PPD) will utilize countermeasures detailed in the NHTSA 11th Edition of the "Countermeasures that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Officers." Specifically, the CTWs found under Chapters 1 (Alcohol-Impaired Driving) and 2 (Drug-Impaired Driving).

CTW Chapter 1 Section:
Enforcement, High-Visibility Saturation Patrols, Zero-Tolerance Law Enforcement,
Other countermeasures PPD plans to use and implement: Other Strategies for Behavior Change, Mass-Media Campaigns, Alternative Transportation

CTW Chapter 2 Section:
Drug-Impaired Driving: Subsection, Enforcement of Drug-Impaired Driving

A publicized high visibility enforcement (HVE) saturation patrol consists of law enforcement officers patrolling a special area looking for impaired drivers. The primary purpose of publicized saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. All checkpoints conducted will have the work documented through the use of an FDOT Impaired Driving High Visibility Enforcement Activity Report for each law enforcement officer receiving overtime reimbursement under this subgrant or an after-action report, which must include, but not be limited to:

• Date, Start and End Time, and Location of Checkpoint
• Roster/Attendees—Those working the checkpoint and receiving overtime subgrant reimbursement and will have status by name
• Listing of Checkpoint Statistics — traffic stops, DUI arrests, speed warnings/citations, safety belt warnings/citations

PPD officers will be equipped with Portable Breath Testing instruments to enforce the zero-tolerance laws regarding underage drinking and driving. Our officers will conduct a public engagement campaign using message boards, local media outlets, social media, and/or press releases to raise awareness of the dangers of impaired driving at least 2 times per quarter. Lastly, the PPD will also participate in the Drive Sober or Get Pulled Over campaign waves throughout the year. PPD has several officers who are certified as Drug Recognition Experts. These officers will be participating in the HVE saturation patrols and be available through on-call status to assist with Drug-Impaired Driving arrests.

PRIOR ACTION:

December 12, 2024 - City Council adopts Supplemental Budget Resolution No. 2024-89 Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Funds.
October 27, 2022 - City Council adopts Supplemental Budget Resolution No. 2022-098 Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Funds.

FUNDING:

Budget:	$55,000.00	
Actual:	$55,000.00	(Overtime Salary & Benefits for Law Enforcement Officers)
	$55,000.00	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

11/6/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Award Letter for FDOT Grant-Drive Sober 2025-2026
2. FDOT Subgrant for Highway Traffic Funds -Drive Sober 2025-2026
3. Supplemental Budget Resolution No. 2025-88
4. Supplemental Budget Explanation No. 2025-88

PRESENTATION: No

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 20, 2025

Eric Randall
City of Pensacola
711 N. Hayne Street
Pensacola, Florida 32501

RE: FY2026 Highway Traffic Safety Concept Paper Selection - CPG-2026-Pensacola--00084

Dear Eric Randall:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2026 for your traffic safety initiative.

PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER. A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2026 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2026 your agency applied for funding with the following Concept Paper Information:

Concept Paper Number
CPG-2026-Pensacola--00084

Implementing Agency
Pensacola Police Department

Project Title:
Drive Sober

Amount Requested
$75,000

After a comprehensive review, CPG-2026-Pensacola--00084 was funded for FY2026 with the following project number, title, and funding levels below:

FY2026 Project Number
M5HVE-2026-00084

Implementing Agency
Pensacola Police Department

Project Title:
Drive Sober

Amount to be Awarded
$55,000

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: "Congratulations, your concept has been selected! Here are the next steps required for subgrant development!"

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: https://www.fdot.gov/Safety/grants/grants-home.shtm.

Sincerely,

Chris Craig

Chris Craig, CPM, FCCM
Traffic Safety Administrator
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** M5HVE-2026-00084	**FDOT Contract Number:** G3J64
Federal Funds Awarded: $55,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2026

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Drive Sober
2. Federal Funding: $55,000 Match: $0 Total Cost: $55,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Pensacola	Agency Name:	Pensacola Police Department
Address:	222 W. Main Street	Address:	711 N. Hayne Street
City:	Pensacola	City:	Pensacola
State:	Florida	State:	Florida
Zip:	32502	Zip:	32502

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000406 005

6. Federal Unique Entity Identifier (UEI) Number: UBMRAF87HQF5

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Amy Lovoy	Name:	Mathew Coverdale
Address:	222 W. Main Street	Address:	711 N. Hayne Street
City:	Pensacola	City:	Pensacola
State:	Florida	State:	Florida
Zip:	32502	Zip:	32501
Telephone:	(850) 435-1830	Telephone:	(850) 435-1851
E-mail:	alovoy@cityofpensacola.com	E-mail:	mcoverdale@cityofpensacola.com

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Jennifer Cole	Name:	Joshua Keith Hudson
Title:	Finance & Procurement Manager	Title:	Sergeant
Telephone:	(850) 435-1856	Telephone:	(850) 221-8050
E-Mail:	jscole@cityofpensacola.com	E-Mail:	jhudson@cityofpensacola.com

11. Payment Remittance Address:
    Name: Pensacola Police Department
    Address: 222 W. Main Street
    City: Pensacola
    State: Florida
    Zip: 32502

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

According to recently published National Highway Traffic Safety Administraton's national statistics for 2022, 13,524 people died in alcohol-impaired driving traffic crashes. That represents 32% of all traffic fatalities. In 2023, the State of Florida alone experienced 15,191 impaired driving crashes with 892 fatalities. Pensacola, Florida is not immune to the problems caused by impaired drivers.

This is reflected in Pensacola's ranking on the Florida Department of Transportations (FDOT) 2026 Highway Safety Matrix (HSM) – Ranking of Florida Cities, Impaired Driving category. Pensacola is ranked twelfth out of the 104 Florida Group II Cities for serious injuries and fatalities related to impaired driving. The HSM rankings are based on the total number of serious injuries and fatalities statewide from 2019-2023.

Pensacola, located in Escambia County, is not only a popular place to live, but also a popular tourist destination. Pensacola has a permanent population of approximately 55,000 residents and a metro population of 510,000. The number of people within the city limits is significantly higher on the average day or weekend. An estimated 100,000 vehicles traverse the city limits daily as motorists travel to and from work, shopping, errands, and events. Additional traffic is projected during tourist season as residents and tourists head to the area's beaches and attractions. During holidays or special events, traffic can exceed 250,000 motorists on a given day.

2. Proposed Solution:

With the FDOT subgrant funding, the Pensacola Police Department (PPD) will utilize countermeasures detailed in the National Highway Traffic Safety Administration's (NHTSA) 11th Edition of the "Countermeasures that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Offices." Specifically, the CTW's found under Chapters 1 and 2: Alcohol Impaired Driving, and Drug-Impaired Driving. This includes CTW Chapter 1 Sections:

• Enforcement:
- High Visibility Saturation Patrols
- Zero-Tolerance Law Enforcement
- Integrated Enforcement

Other countermeasures PPD plans to use and implement:

• Other Strategies for Behavior Change
- Mass-Media Campaigns
- Alternative Transportation

CTW Chapter 2 Section:

• Drug-Impaired Driving: Subsection
- Enforcement of Drug-Impaired Driving

A publicized high visibility enforcement (HVE) saturation patrol consists of law enforcement officers patrolling a specific area looking for impaired drivers. The primary purpose of publicized saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. Saturation patrols will be extensively publicized and conducted regularly. All checkpoints conducted will have their work documented through either the use of an FDOT Impaired Driving High Visibility Enforcement Activity Report for each law enforcement officer receiving overtime reimbursement under this subgrant or an after-action report. Each after action report must include at the minimum, but is not limited to:

- The Date, Start and End Time, and Location of Checkpoint,

- A Roster/Attendees - All those working at the checkpoint and receiving overtime subgrant reimbursement will have that status denoted next to their name, and
- A listing of checkpoint statistics, including totals (at minimum): Total Number of Vehicles through the Checkpoint, Total Traffic Stops, Arrests (DUI), Speed Warnings, Speed Citations, Safety Belt Warnings, Safety Belt Citations, and Citations Total. (Note: Child Passenger Restraint violations do count toward the total safety belt violations).

Each law enforcement officer receiving overtime reimbursement during any HVE saturation will have their work documented through the use an activity report. We understand that we can either use the FDOT Impaired Driving High Visibility Enforcement Activity Report or our agency's activity report. If we use our activity report, we understand it must include at the minimum, but are not limited to:

- Name of the law enforcement officer,
- The Date, Start and End Time, and Total Hours Worked That Shift
- Location of Each Contact,
- Type of contact (DUI, speed, aggressive driving, safety belt violation, etc.)

If citations/warnings/arrests are coded, a definition of each code must be provided. Example Code: A. – No Safety Belt:
- If the contact was a citation, warning, and/or arrest,
- Comments on that contact. Example Comments: 2 Speeding Citations/1 Safety Belt Warning Speeding educational materials provided; and

During all enforcement operations related to this subgrant, drug impaired driving and zero-tolerance traffic laws will be enforced. All impaired driving enforcement operations related to this subgrant will be conducted in accordance with the Conditions of Subgrant Agreement as listed in Part V. All enforcement activities will start within 60 days of this subgrant's award date, unless otherwise approved by the FDOT State Safety Office.

For all impaired driving enforcement operations related to this subgrant, locations will be based on current data that identifies high-risk areas with the greatest number of impaired driving related crashes, serious injuries, fatalities, and/or traffic violations. Data will be reviewed periodically to ensure that the most current high-risk areas are addressed throughout this project period. All impaired driving enforcement operations related to this subgrant will only take place from the house of 6:00 PM to 6:00 AM.

PPD Officers will be equipped with the Portable Breath Testing instruments to enforce the zero tolerance laws regarding underage drinking and driving. Our agency will conduct a public engagement campaign using message boards, local media outlets, social media, and press releases to raise awareness of the dangers of impaired driving at least 4 times during the project period.

We will also participate in the Drive Sober or Get Pulled Over campaigns throughout the year. PPD has several officers who are certified as Drug Recognition Experts. These officers will be participating in the HVE saturation patrols and will be available through on-call status to assist with Drug-Impaired Driving arrests.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
b. Strive to decrease impaired driving crashes and fatalities city-wide by 2% when compared to the 10/01 to 06/30 time period from the previous year.
c. Conduct at least 10 impaired driving high visibility overtime enforcement operations during the project period.
d. Participate in the Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.
e. Conduct a minimum of 4 educational/community outreach events to increase impaired driving awareness during the project period and provide details.
f. Provide impaired driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 4 times during the project period.

4. Evaluation:

a. Enforcement activity start date.

b. Impaired driving crashes and fatalities are reduced by 2% city-wide, compared to the 10/01 to 06/30 time period from the previous year.

c. Number of impaired driving high visibility overtime enforcement operations conducted during the project period.

d. Number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.

e. Detail all educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.

f. Number of instances that impaired driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Drive Sober

Project Number: M5HVE-2026-00084

FDOT Contract Number: G3J64

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime salary and benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare) and retirement.	$55,000	$0	$55,000	No
	Subtotal:	**$55,000**	**$0**	**$55,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$55,000**	**$0**	**$55,000**	

Part IV: PERFORMANCE REPORT

Project Title: Drive Sober

Project Number: M5HVE-2026-00084

FDOT Contract Number: G3J64

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
4. Conduct impaired driving high visibility enforcement operations.
5. Conduct and/or participate in outreach/educational events/activities for impaired driving.
6. Disseminate impaired driving information and education to the public through the use of either message boards, local media outlets, social media, and/or press releases during this claim period.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

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

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

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

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

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 (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department 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 government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

   The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

   Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

   To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 contractor 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.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 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 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. **Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: 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 Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

    (a) 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), 49 CFR part 21, and 28 CFR 50.3;

    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

    (h) Nondiscrimination Clause.

    During the performance of this subgrant, the Subrecipient agrees:

    (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

    (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

    (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;

    (4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

    (5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** 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.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

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

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. **Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

    (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

    (b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

        i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

        ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

    (c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

    (d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

    (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. **Expense Purchases for $200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. **Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

    Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

    If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. **How this Agreement is Affected by Provisions Being Held Invalid.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. **Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

    (a) Failure to provide the required audits;

    (b) Failure to provide required performance and final narrative reports in the required time frame;

    (c) Failure to perform work described in Part II of this Agreement;

    (d) Failure to provide reimbursement requests and performance reports in the required time frame;

    (e) Providing fraudulent performance reports or reimbursement requests; or

    (f) Misuse of equipment purchased with Federal highway safety funds.

60. **Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. **Vehicles.** Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

    Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

    It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

    Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. **Allowable Costs**. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. **Subcontract Agreements.**

    (a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

    (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

        i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

        ii. Total contract amount;

        iii. Scope of work/Services to be provided;

        iv. Quantifiable, measurable, and verifiable units of deliverables;

        v. Minimum level of service to be performed and criteria for evaluating successful completion;

        vi. Budget/Cost Analysis; and

        vii. Method of compensation/Payment Schedule.

    (c) **Additional Required Clauses.**

        i. **All subcontract agreements shall contain the following statement**:
        "The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

        ii. **Buy American Act Clause** *(see Section 4 of Part V)*

        iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

        iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

        v. **DBE Clause** *(see Section 10 of Part V)*

        vi. **E-Verify Clause** *(see Section 33 of Part V)*

        vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

        viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

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

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

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

72. **Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. **Public Information and Education Items.** Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation" or "Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☐ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☑ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** $55,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A3752530000405DFLM	05/14/2025

Project Title: Drive Sober

Project Number: M5HVE-2026-00084

FDOT Contract Number: G3J64

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

RESOLUTION
NO. 2025-88

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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	63,066,319
Amended To Read:	Federal Grants	63,121,319
As Reads	Personnel services	25,000
Amended To Read:	Personnel services	80,000

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

DECEMBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT- HIGHWAY TRAFFIC FUNDS-DRIVE SOBER- RES NO. 2025-88

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	55,000	Increase appropriation for Federal Grants - FDOT - Highway Traffice Funds- Drive Sober
Total Revenues	55,000	
Appropriations		
Personnel Services	55,000	Increase appropriation for Personnel Services
Total Appropriations	55,000	

File #: 25-1473 Agenda Conference 12/8/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-88 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS FY2026 - DRIVE SOBER

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-88.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

According to recently published National Highway Traffic Safety Administration (NHTSA) national statistics for 2022, 13,524 people died in alcohol-impaired driving traffic deaths. That represents 32% of all traffic fatalities. In 2023, Florida alone experienced 15,191 impaired driving crashes with 892 fatalities. Pensacola is not immune to the problems caused by impaired drivers.

This is reflected in the City of Pensacola's ranking on the Florida Department of Transportation's (FDOT) FY2026 Highway Safety Matrix (HSM)—Ranking of Florida Cities, Impaired Driving category. Pensacola is ranked 12th out of the 104 Florida Group II Cities for serious injuries and fatalities related to impaired driving. The HSM rankings are based on the total actual serious injuries and fatalities statewide from 2019 to 2023.

Pensacola is not only a popular place to live but also a popular tourist destination. An estimated 100,000 vehicles traverse the city limits daily as motorists travel to and from work, shopping, errands, and attending events. Additional traffic is projected during the tourist

season as residents and tourists head to area beaches and attractions. During holidays or special events, traffic can exceed 250,000 motorists on a given day.

With the FDOT subgrant funding, the Pensacola Police Department (PPD) will utilize countermeasures detailed in the NHTSA 11th Edition of the "Countermeasures that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Offices." Specifically, the CTWs found under Chapters 1 (Alcohol-Impaired Driving) and 2 (Drug-Impaired Driving).
CTW Chapter 1 Sections:
Enforcement
High Visibility Saturation Patrols
Zero-Tolerance Law Enforcement
Other countermeasures PPD plans to use and implement: Other Strategies for Behavior Change, Mass-Media Campaigns, Alternative Transportation

CTW Chapter 2 Section:
Drug-Impaired Driving: Subsection
Enforcement of Drug-Impaired Driving

A publicized high visibility enforcement (HVE) saturation patrol consists of law enforcement officers patrolling a special area looking for impaired drivers. The primary purpose of publicized saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. All checkpoints conducted will have the work documented through the use of an FDOT Impaired Driving High Visibility Enforcement Activity Report for each law enforcement officer receiving overtime reimbursement under this subgrant or an after-action report, which must include, but not be limited to:

- Date, Start and End Time, and Location of Checkpoint
- Roster/Attendees—Those working the checkpoint and receiving overtime subgrant reimbursement and will have status by name
- Listing of Checkpoint Statistics — traffic stops, DUI arrests, speed warnings/citations, safety belt warnings/citations

PPD officers will be equipped with Portable Breath Testing instruments to enforce the zero-tolerance laws regarding underage drinking and driving. Our officers will conduct a public engagement campaign using message boards, local media outlets, social media, and/or press releases to raise awareness of the dangers of impaired driving at least 2 times per quarter. Lastly, the PPD will also participate in Drive Sober or Get Pulled Over campaign waves throughout the year. PPD has several officers who are certified as Drug Recognition Experts. These offices will be participating in the HVE saturation patrols and be available through on-call status to assist with Drug-Impaired Driving arrests.

PRIOR ACTION:

December 12, 2024 -City Council adopt Supplemental Budget Resolution No. 2025-88

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS

October 27,2022- City Council adopt Supplemental Budget Resolution No. 2022-098 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS

FUNDING:

Budget:	$55,000.00	
Actual:	$55,000.00	(Overtime Salary & Benefits for Law Enforcement Officers)
	$55,000.00	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the subgrant fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

11/6/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-88
2. Supplemental Budget Explanation No. 2025-88

PRESENTATION: No

RESOLUTION
NO. 2025-88

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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	63,066,319
Amended To Read:	Federal Grants	63,121,319
As Reads	Personnel services	25,000
Amended To Read:	Personnel services	80,000

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

DECEMBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT- HIGHWAY TRAFFIC FUNDS-DRIVE SOBER- RES NO. 2025-88

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	55,000	Increase appropriation for Federal Grants - FDOT - Highway Traffice Funds- Drive Sober
Total Revenues	55,000	
Appropriations		
Personnel Services	55,000	Increase appropriation for Personnel Services
Total Appropriations	55,000	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1543 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-91 - TO APPROPRIATE FUNDING FOR THE AIRPORT REVENUE BONDS, SERIES 2025 (AMT)

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-91.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On September 11, 2025, City Council adopted Resolution No. 2025-37 approving a plan of finance and issuance of up to $150,000,0000 in Airport Revenue Bonds, Series 2025 (AMT) (the “Series 2025 Bonds”) to finance certain capital improvements at the Pensacola International Airport, make deposits into the reserve fund, and pay certain costs of issuance with respect to such bonds, pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986 (the “Series 2025 Project”). The Series 2025 Bonds will be used with other sources of funds (current PFC collection balance, FAA grants, State DOT grants, and Airport capital funds) to finance the expansion of the current facility, renewal of the existing facility, and other projects included in the Pensacola International Airport capital improvement program on file with the City and as presented in Resolution No. 2025-37.

On October 21, 2025, the City’s underwriter managed the sale of the Series 2025 Bonds. The underwriter worked with City staff and the City’s Municipal Advisor to conduct a comprehensive marketing effort which included an online investor presentation, investor one-on-one calls and ongoing dialogue with interested investors. This proactive market communication along with the Series 2025 Bonds achieving an underlying rating of ‘A+’ from S&P, Fitch, and Kroll, all

with a stable outlook (putting Pensacola Airport among the highest rated small hub airports in the U.S.), resulted in a lot of investor interest on the day of sale. High interest coupled with the market conditions at the time of sale, allowed the City to sell the Series 2025 Bonds at a $8,496,353.20 premium. This premium allowed the City to obtain bond proceeds of $118,551,353.20 while only incurring debt of $110,055,000.00. The bond proceeds will be used to pay issuance cost estimated at $1,090,078.20, fund required bond reserves of $7,461,275.00 and provide $110,000,000.00 towards the Series 2025 Project.

The bonds are structured with a fixed interest rate between 5% and 5.5% over the thirty (30) year repayment period and will be subject to alternative minimum tax. While the net general revenues of the Airport will secure the financing, most of the terminal expansion should be allowable for PFC funding by the Federal Aviation Administration and the eligible project costs will be funded through the collection of Passenger Facility Charges (PFC's). It is anticipated that PFC revenues will be deposited in a debt service account to pay 75% of the prorated share of annual principal and interest amounts on the bonds. The thirty (30) year bond will have semiannual interest payments on October 1 and April 1 each year commencing on April 1, 2026. Principal payments will be due October 1 each year with the first payment due on October 1, 2026 and final maturity of October 1, 2055.

Adoption of this Supplemental Budget Resolution will appropriate funding for the Airport Revenue Bonds, Series 2025 (AMT) project as well as interest associated with the repayment.

PRIOR ACTION:

September 11, 2025 - City Council rescinded Resolution No. 2025-21 and adopted Resolution No. 2025-53 amending and restating Resolution No. 59-88, the original airport master bond resolution.

September 11, 2025 - City Council held a public hearing regarding adoption of Resolution No. 2025-37 approving a plan of finance and issuance of up to $150,000,0000 in bonds to finance certain capital improvements at the Pensacola International Airport, make deposits into the reserve fund, and pay certain costs of issuance with respect to such bonds, pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986.

September 11, 2025 - City Council adopted Resolution No. 2025-37 approving a plan of finance and issuance of up to $150,000,0000 in bonds to finance certain capital improvements at the Pensacola International Airport, make deposits into the reserve fund, and pay certain costs of issuance with respect to such bonds, pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986.

September 11, 2025 - City Council adopted Resolution No. 2025-56 authorizing the issuance of up to $150,000,000 in bonds to finance certain capital improvements at the Pensacola International Airport.

April 24, 2025 - Council adopted Resolution No. 2025-21 amending and restating Resolution No. 59-88, the original airport master bond resolution.

October 10, 2024 - City Council adopted Resolution No. 2024-72 approving that the City may use future bond proceeds to reimburse itself for costs of the project that were incurred prior to bond issuance.

July 17, 2008 - City Council adopted Resolution No. 17-08 amending the 1988 Bond Master Resolution.

August 23, 1990 - Council adopted Resolution No. 41-90 amending 1988 Bond Master Resolution.

September 22, 1988 - Council adopted Resolution No. 59-88 amending and restating Resolution 51-88 authorizing the issuance of airport revenue bonds.

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of Supplemental Budget Resolution No. 2025-91 will appropriate funding for the Airport Revenue Bonds, Series 2025 (AMT).

Bond proceeds are estimated to be $118,551,353.20. Issuance cost of $1,090,078.20 and required reserves of $7,461,275.00 will be paid from bond proceeds resulting in total estimated project funds of $110,000,000.00. The thirty (30) year bond will have semiannual interest payments on October 1 and April 1 each year commencing on April 1, 2026. Principal payments will be due October 1 each year with the first payment due on October 1, 2026 and final maturity of October 1, 2055. The bonds are structured with a fixed interest rate between 5% and 5.5% over the thirty (30) year repayment schedule. Net general revenues of the Airport will secure the financing; a majority of the project should be authorized for PFC funding by the Federal Aviation Administration and the eligible project costs will be funded through the collection of Passenger Facility Charges (PFC's). PFC revenues will be deposited in a debt service account to pay 75% of the prorated share of annual principal and interest amounts on the bonds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-91

2. Supplemental Budget Explanation No. 2025-91

PRESENTATION: No

RESOLUTION
NO. 2025-91

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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

	Fund Balance	111,090,079
As Reads	Operating Expeses	17,250,200
Amended To Read:	Operating Expeses	18,340,279
As Reads	Capital Outlay	23,307,400
Amended To Read:	Capital Outlay	127,988,800
As Reads	Interest Expenses	5,013,400
Amended To Read:	Interest Expenses	10,332,000

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

DECEMBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION - TO APPROPRIATE FUNDING FOR THE AIRPORT REVENUE BONDS, SERIES 2025 (AMT) - RES NO. 2025-91

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Fund Balance	111,090,079	Increase appropriated fund balance
Appropriations		
Operating Expenses	1,090,079	Increase appropriation for Operating Expenses
Capital Outlay	104,681,400	Increase appropriation for Capital Outlay
Interest Expenses	5,318,600	Increase appropriation for Interest Expenses
Total Appropriations	111,090,079	

File #: 25-1435 Agenda Conference 12/8/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-80 - LAW ENFORCEMENT TRUST FUND (LETF) -DONATION TO AMIKIDS, PENSACOLA, INC.

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-80.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences.

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting $5,000.00 to be appropriated from the Law Enforcement Trust Fund (LETF) for the purpose of donating to AMIkids Pensacola, Inc. The funds will be used to employ a vocational instructor to teach (16) 24-year-old students Core Level I curriculum. The program goal is for each student to attain a GED and a job or form of apprenticeship. The GED course will provide classroom and hands-on instruction, leading to nationally recognized certifications by CCER in the Core Curriculum, OSHA-10, and Carpentry Level I. A high school diploma and a decent job play a tremendous role in breaking the cycle of prior criminal conduct and poverty.

The $5,000 funding will support the vocational program directly by paying a portion of the salary of our Assistant Vocational Instructor. Due to the large enrollment in the vocational program and regulations limiting the number of students that a single instructor can take to job sites, a part-time Assistant Vocational Instructor will ensure the safety and success of the students as they navigate the vocational curriculum. All funds received from PPD will directly pay the salary of the Assistant Vocational Instructor.

PRIOR ACTION:

2/05/2024 - City Council adopted Supplemental Budget Resolution No. 2024-9.

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the funds in the Law Enforcement Trust Funds for these purposes. There is no impact to the General Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/23/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-80
2. Supplemental Budget Explanation No. 2025-80
3. Letter of Certification 2025-80

PRESENTATION: No

RESOLUTION
NO. 2025-80

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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. LAW ENFORCEMENT TRUST FUND

	Fund Balance	5,000
As Reads:	Operating Expenses	12,263
Amended To Read:	Operating Expenses	17,263

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

DECEMEBER 2025- SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2025-80

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	5,000	Increase appropriated fund balance
Appropriations		
Operating Expenses	5,000	Increase appropriation for Operating Expenses
Total Appropriations	5,000	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	Vocational Instructor fees	$5,000
	Total Requested	$5,000

Kristin Brown, Acting Chief of Police

10-22-25
Date

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1524 Agenda Conference 12/8/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-89 - FY 2025 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-89.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan, but is a necessary function of municipal government.

After the beginning of each fiscal year, a supplemental budget resolution is brought to the City Council for consideration. This resolution includes appropriations for the following:

- FY 2025 encumbered purchase order balances net of contract payable
  Appropriations are carried forward to the new fiscal year for purchase orders issued by September 30, 2025, for which final payment had not been made. However, all work completed on outstanding purchase orders by September 30th is expensed to FY 2025 as contract payable. Encumbrances carried forward to the new year are reduced by the amount expensed to contract payable in the previous fiscal year.

- Appropriation of fund balance
  In most funds, fund balance is appropriated to cover encumbrances carried forward.

- Increase in estimated revenues
  In some funds, mostly related to various grants, estimated revenues are increased to balance the encumbered purchase order balances net of contract payable.

An additional resolution to carry forward FY 2025 funding for items that were not encumbered will be brought forward for City Council's approval on a separate resolution.

PRIOR ACTION:

September 10, 2025 - City Council formally adopted a beginning FY 2026 Budget on Budget Resolution No. 2025-65.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the carryover budget resolution are covered by either an appropriation of fund balance or an increase in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2026.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-89
2. Supplemental Budget Explanation No. 2025-89

PRESENTATION: No

RESOLUTION
NO. 2025-89

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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		1,286,372
As Reads:		State Reimbursements	100,000
Amended To Read:		State Reimbursements	208,868
To:	Purchase Orders Payable		1,395,240
		B. SPECIAL GRANTS FUND	
As Reads:		Federal Grants	677,600
Amended To Read:		Federal Grants	7,942,588
To:		Contributions and Donations	14,672
To:	Purchase Orders Payable		7,279,660
		C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND	
As Reads:		Federal Grants	1,223,200
Amended To Read:		Federal Grants	1,280,245
To:	Purchase Orders Payable		57,045
		D. COMMUNITY REDEVELOPMENT FUND	
	Fund Balance		388,261
To:	Purchase Orders Payable		388,261
		E. STORMWATER FUND	
	Fund Balance		147,994
To:	Purchase Orders Payable		147,994
		F. PARKING FUND	
	Fund Balance		103,665
To:	Purchase Orders Payable		103,665

G. SECTION 8 HOUSING ASSISTANCE FUND

	Fund Balance	3,884
To:	Purchase Orders Payable	3,884

H. LAW ENFORCEMENT TRUST FUND

	Fund Balance	197,664
To:	Purchase Orders Payable	197,664

I. NATURAL DISASTER FUND

	Fund Balance	682,596
To:	Purchase Orders Payable	682,596

J. GOLF COURSE FUND

	Fund Balance	4,586
To:	Purchase Orders Payable	4,586

K. EASTSIDE TIF FUND

	Fund Balance	51,920
To:	Purchase Orders Payable	51,920

L. INSPECTIONS FUND

	Fund Balance	7,160
To:	Purchase Orders Payable	7,160

M. WESTSIDE TIF FUND

	Fund Balance	284,493
To:	Purchase Orders Payable	284,493

N. COMMUNITY MARITIME PARK MANAGEMENTS SERVICES FUND

	Fund Balance	39,719
To:	Purchase Orders Payable	39,719

O. AMERICAN RESCUE PLAN FUND

To:	Federal Grants	2,873,658
To:	Purchase Orders Payable	2,873,658

P. LOCAL OPTION SALES TAX FUND

	Fund Balance	2,731,186
To:	Purchase Orders Payable	2,731,186

	Q. CRA SERIES 2017 PROJECT FUND		
	Fund Balance		447,341
To:	Purchase Orders Payable		447,341
	R. CRA SERIES 2019 PROJECT FUND		
	Fund Balance		24,548
To:	Purchase Orders Payable		24,548
	S. STORMWATER CAPITAL PROJECTS FUND		
	Fund Balance		2,537,311
To:	Purchase Orders Payable		2,537,311
	T. GAS UTILITY FUND		
	Fund Balance		1,062,022
To:	Purchase Orders Payable		1,062,022
	U. SANITATION FUND		
	Fund Balance		3,516
To:	Purchase Orders Payable		3,516
	V. PORT FUND		
	Fund Balance		1,316,223
To:	Non Operating Sources		1,320,745
To:	State Grants		623,080
To:	Federal Grants Grants		1,696,934
To:	Purchase Orders Payable		4,956,982
	W. AIRPORT FUND		
	Fund Balance		1,557,431
To:	Private Grants		47,061,343
To:	Transfer in From Local Option Sales Tax		6,567,015
As Reads:		Federal Grants	9,200,000
Amended To Read:		Federal Grants	13,604,350
As Reads:		State Grants	650,000
Amended To Read:		State Grants	6,962,111
To:	Purchase Orders Payable		65,902,250
	X. CENTRAL SERVICES FUND		
As Reads:		Charges for Services - Garage	2,497,000
Amended To Read:		Charges for Services - Garage	2,526,142
As Reads:		Charges for Services - Technology Resources	4,977,000
Amended To Read:		Charges for Services - Technology Resources	4,563,500
To:	Purchase Orders Payable		600,625

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
DECEMBER 2025 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2025-89

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
State Reimbursements	108,868	Increase estimated revenues for State Reimbursements
Sub-Total Estimated Revenues	108,868	
Fund Balance	1,286,372	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	1,395,240	
Appropriations		
Purchase Orders Payable	1,395,240	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
B. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	7,264,988	Increase estimated revenues for Federal Grants
Miscellaneous Revenue	14,672	Appropriate estimated revenues for Contributions and Donations-Private
Total Estimated Revenues	7,279,660	
Appropriations		
Purchase Orders Payable	7,279,660	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Federal Grants	57,045	Increase estimated revenue from Federal Grants
Total Estimated Revenues	57,045	
Appropriations		
Purchase Orders Payable	57,045	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
D. COMMUNITY REDEVELOPMENT FUND		
Fund Balance	388,261	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	388,261	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
E. STORMWATER FUND		
Fund Balance	147,994	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	147,994	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25

THE CITY OF PENSACOLA
DECEMBER 2025 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2025-89

FUND	AMOUNT	DESCRIPTION
F. PARKING FUND		
Fund Balance	103,665	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	103,665	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
G. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	3,884	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	3,884	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
H. LAW ENFORCEMENT TRUST FUND		
Fund Balance	197,664	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	197,664	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
I. NATURAL DISASTER FUND		
Fund Balance	682,596	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	682,596	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
J. GOLF COURSE FUND		
Fund Balance	4,586	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	4,586	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
K. EASTSIDE TIF FUND		
Fund Balance	51,920	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	51,920	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25

THE CITY OF PENSACOLA
DECEMBER 2025 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2025-89

FUND	AMOUNT	DESCRIPTION
L. INSPECTIONS FUND		
Fund Balance	7,160	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	7,160	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
M. WESTSIDE TIF FUND		
Fund Balance	284,493	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	284,493	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
N. COMMUNITY MARITIME PARK MGT SVCS FUND		
Fund Balance	39,719	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	39,719	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
O. AMERICAN RESCUE PLAN FUND		
Federal Grants	2,873,658	Appropriate estimated revenues for Federal Grants
Appropriations		
Purchase Orders Payable	2,873,658	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
P. LOCAL OPTION SALES TAX FUND		
Fund Balance	2,731,186	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	2,731,186	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
Q. CRA SERIES 2017 PROJECT FUND		
Fund Balance	447,341	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	447,341	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25

THE CITY OF PENSACOLA
DECEMBER 2025 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2025-89

FUND	AMOUNT	DESCRIPTION
R. CRA SERIES 2019 PROJECT FUND		
Fund Balance	24,548	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	24,548	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
S. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	2,537,311	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	2,537,311	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
T. GAS UTILITY FUND		
Fund Balance	1,062,022	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	1,062,022	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
U. SANITATION FUND		
Fund Balance	3,516	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	3,516	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
V. PORT FUND		
Estimated Revenues		
Non- Operating	1,320,745	Appropriate estimated revenues for Non- Operating Sources
State Grants	623,080	Appropriate estimated revenues for State Grants
Federal Grants	1,696,934	Appropriate estimated revenues for Federal Grants
Total Estimated Revenues	3,640,759	
Fund Balance	1,316,223	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	4,956,982	
Appropriations		
Purchase Orders Payable	4,956,982	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25

THE CITY OF PENSACOLA
DECEMBER 2025 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2025-89

FUND	AMOUNT	DESCRIPTION
W. AIRPORT FUND		
Estimated Revenues		
Federal Grants	4,404,350	Increase estimated revenues for Federal Grants
State Grants	6,312,111	Increase estimated revenues for State Grants
Private Grants	47,061,343	Appropriate Funding From Private Grants
Transfer In From Local Option Sales Tax Fund	6,567,015	Appropriate funding from Transfer in From Local Option Sales Tax
Total Estimated Revenues	64,344,819	
Fund Balance	1,557,431	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	65,902,250	
Appropriations		
Purchase Orders Payable	65,902,250	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25
X. CENTRAL SERVICES FUND		
Estimated Revenues		
Charges for Services - Technology Resources	571,483	Increase estimated revenues for Charges For Services - Technology Resources
Charges for Services - Garage	29,142	Increase estimated revenues for Charges For Services - Garage
Total Estimated Revenues	600,625	
Appropriations		
Purchase Orders Payable	600,625	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/25

File #: 25-1554 Agenda Conference 12/8/2025

RESOLUTION

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-94 - CARRYFORWARD AND REALLOCATION OF URBAN CORE AND WESTSIDE FUNDS FOR THE SUNTRAIL COMPONENT OF THE HASHTAG & WATERFRONT DEVELOPMENT AND AMERICAN CREOSOTE WORKS (ACW) SUPERFUND SITE REDEVELOPMENT SPECIAL DEMONSTRATION PROJECTS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-94.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels, Goal #4: Resilient Waterfronts & Neighborhoods, Goal #5: More Walkable, Mixed-Use Districts, Goal #6: Public Spaces that Connect Communities, Goal #7: Thriving Innovation & Businesses, and Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy. The action will also advance the 2025 Urban Core Redevelopment Plan's Hashtag Waterfront Connector project, under the Hashtag & Waterfront Development Special Demonstration Project and the 2025 Westside Redevelopment Plan's SunTrail project, under the ACW Superfund Site Redevelopment Special Demonstration Project.

On October 5, 2020, the City of Pensacola Community Redevelopment Agency (CRA) approved a contract award under Request for Qualifications No. 20-054 to provide for consistency review services with the Waterfront Framework Plan to SCAPE Landscape Architecture, DPC. The agreement was subsequently amended, most recently on January 16, 2024 under Amendment No.5.

On April 24, 2025, the City of Pensacola accepted a grant agreement with the Florida Department of Transportation for the design of a segment of the City's SunTrail. The project includes an eastern segment located within the Urban Core CRA which is more commonly known as Phase 2 of the Hashtag Waterfront Connector project, as well as a western segment located within the Westside CRA. A map of the SunTrail eastern and western segments are

attached for reference. The City subsequently awarded a contract to AtkinsRealis to engineer the project.

To maximize alignment of the project with the Waterfront Framework Plan and the 2025 Urban Core and Westside Community Redevelopment Plans, it is recommended that the CRA reallocate funding to provide for enhanced consistency review and community engagement and to provide for lighting design for the western segment of the project.

The expanded scope will provide the following additive level of service:

- A revised initial concept produced by SCAPE featuring a curbless, two-way Wonderf street design
- Additional community engagement opportunities at 30% design and the Westside and Urban Core Redevelopment Board meetings, supported by SCAPE Landscape Architecture
- Support from SCAPE Landscape Architecture for presentation to CRA Board at 60% design.
- Presentation to the CRA Board prior to bidding (authorization to bid action)
- Lighting design for the western segment
-

The scope and fee proposal for each firm is attached for reference. Reallocation of funding within the CRA Fund and the 2017 Westside Bond Fund is being requested to support this initiative.

PRIOR ACTION:

October 5, 2020 - The CRA awarded a contract under RFQ No. 20-054 for design consistency review services for the Hashtag and Bruce Beach Waterfront connectivity projects with SCAPE Landscape Architecture, DPC.

July 12, 2021 - The CRA approved an Amendment No. 1 to the contract with SCAPE Landscape Architecture, DPC under RFQ No. 20-054.

September 20, 2021 - The CRA approved Amendment No. 2 to the contract with SCAPE Landscape Architecture, DPC under RFQ No. 20-054.

July 18, 2022 - The CRA approved Amendment No. 3 to the contract with SCAPE Landscape Architecture, DPC under RFQ No. 20-054.

May 10, 2023 - The CRA approved Amendment No. 4 to the contract with SCAPE Landscape Architecture, DPC under RFQ No. 20-054.

November 9, 2023 - CIty Council adopted Resolution No. 2023-88 supporting a grant application to FDOT for Suntrail funding.

January 16, 2024 - The CRA approved Amendment No. 5 to the contract with SCAPE Landscape Architecture, DPC under RFQ No. 20-054.

April 24, 2025 - City Council authorized the acceptance of Florida Department of Transportation grant no. 453476-2-34-01, Florida Shared-Use Non-Motorized (Sun) Trail Network Program and adopted Supplement Budget Resolution No. 2025-20, appropriating the grant proceeds.

FUNDING:

Budget:	$441,023.00	SunTrail Grant Funds
	$15,000.00	2019 Urban Core Bonds - Hashtag
	$59,330.00	CRA Fund - Acquisition and Redevelopment (FY2025)
	$127,230.00	2017 Westside Bonds - Westside Infrastructure
	$642,485.00	**TOTAL**
Actual:	$494,583.00	AtkinsRealis Engineering
	$148,000.00	SCAPE Consistency Review and Community Engagement
	$642,485.00	**TOTAL**

FINANCIAL IMPACT:

Upon adoption of the supplemental budget resolution, funds within the CRA Fund in the amount of $59,330 and $127,230 within the 2017 Westside Redevelopment Bond Fund will be carried forward and reallocated to this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Cliff Clifford, Jr., Associate City Administrator
Amy Tootle, Public Works Director
Brad Hinote, City Engineer
Caitlin Cerame, Transportation Planner
Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Administrative Officer

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-94
2. Supplemental Budget Explanation No. 2025-94
3. Downtown Waterfront Connector SunTrail Map
4. AtkinsRealis Scope and Fee Proposal
5. SCAPE Scope and Fee Proposal
6. SCAPE Contract - Amendment No. 5

PRESENTATION: No

RESOLUTION
NO. 2025-94

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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. COMMUNITY REDEVELOPMENT FUND

	Fund Balance	59,330
As Reads	Operating Expenses	5,106,900
Amended To Read:	Operating Expenses	5,106,900
As Reads	Capital Outlay	22,400
Amended To Read:	Capital Outlay	81,730

B. CRA SERIES 2017 PROJECT FUND

	Fund Balance	127,230
To:	Capital Outlay	127,230

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

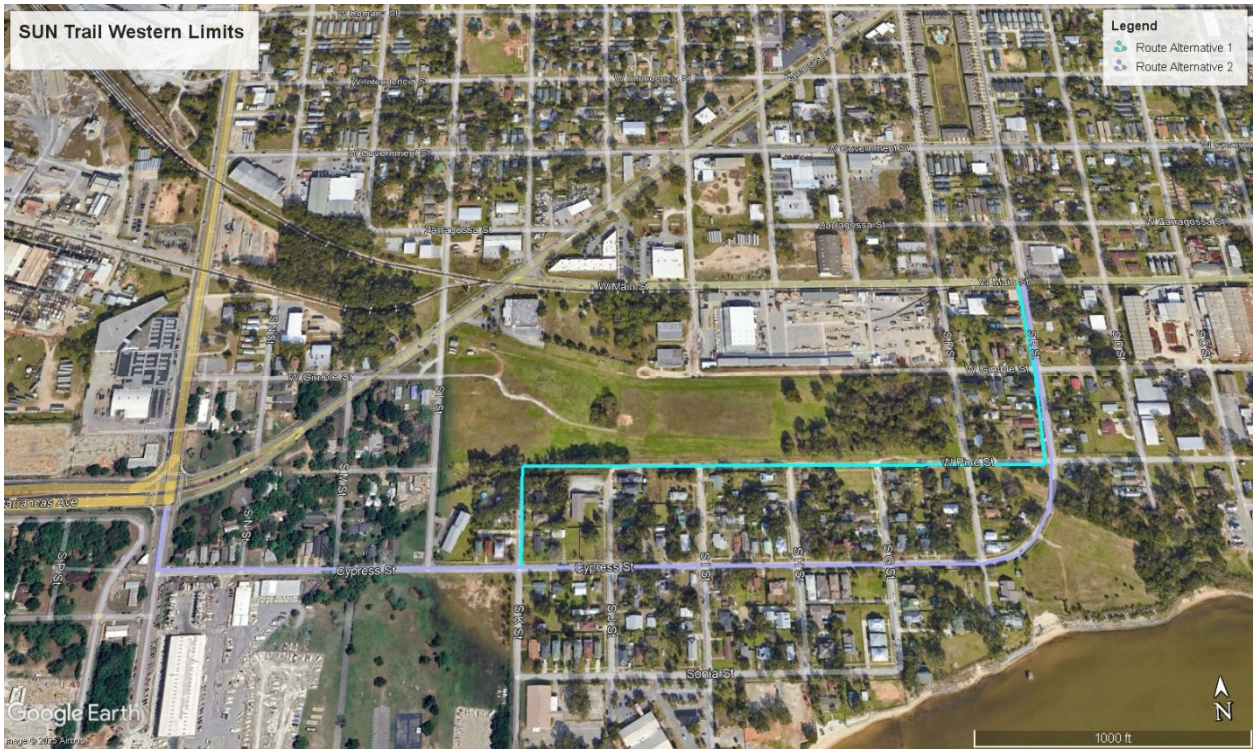
THE CITY OF PENSACOLA

DECEMBER 2025 - SUPPLEMENTAL BUDGET RESOLUTION - SUNTRAIL/ACW PARK - RES NO. 2025-94

FUND	AMOUNT	DESCRIPTION
A. COMMUNITY REDEVELOPMENT FUND		
Fund Balance	59,330	Increase appropriated fund balance
Appropriations		
Acquisition & Redevelopment	59,330	Increase appropriation for Operating Expenses - FY 25 Carryforward
Acquisition & Redevelopment	(59,330)	Decrease appropriation for Operating Expenses - Shift FY 25 Balance to Complete Streets - Hashtag
Complete Streets - Hashtag	59,330	Increase appropriation for Capital Outlay - Shift FY 25 Balance from Acquisition & Redevelopment
Total Appropriations	59,330	
B. CRA SERIES 2017 PROJECT FUND		
Fund Balance	127,230	Increase appropriated fund balance
Appropriations		
Westside Infrastructure	127,230	Increase appropriation for Capital Outlay - FY 25 Carryfoward
Westside Infrastructure	(127,230)	Decrease appropriation for Capital Outlay - Shift FY 25 Balance to SunTrail/ACW Park
Sun Trail/ACW Park	127,230	Increase appropriation for Capital Outlay - Shift FY 25 Balance from Westside Infrastructure
Total Appropriations	127,230	

Appendix A

SUN Trail Eastern Limits
Legend
Route
W Main St
E Main St
W Cedar St
E Cedar St
Zaragoza St
Google Earth
700 ft
N


SUN Trail Western Limits
Legend
Route Alternative 1
Route Alternative 2
W Main St
W Cedar St
W Ring St
Cypress St
Sonia St
Google Earth
1000 ft
N

AtkinsRéalis

Waterfront Connector SunTrail
CRA Supplemental Services
Scope of Services
November 24, 2025

PROJECT DESCRIPTION

AtkinsRéalis is under contract to the City of Pensacola to provide professional architectural and engineering services for the design of a Shared Use Nonmotorized Trail through downtown Pensacola connecting South Pace Boulevard to South Tarragona Street. This trail is known as the Downtown Pensacola Waterfront Connector Trail and is partially funded through the Florida Department of Transportation SUN Trail program (Grant Agreement). This project consists of multiple segments of the City's downtown trail vision to fill in major gaps in the SUN Trail network, from S. Pace Blvd to S Tarragona St. for approximately 1.36 miles.

There are two distinct segments to the project.

- The western segment will traverse primarily through a residential area known as Sanders Beach from intersection of Barrancas Ave. and Pace Blvd. to the intersection of E St. and Main St. The primary route includes Pace St., Cypress St., K St., Pine St., and E St.

- The eastern segment limits are from the intersection of Spring St. and Main St. to the intersection of Tarragona St. and Main St. The route will include Port Royal Way, the unimproved extension of Cedar St. between Port Royal Way and Baylen St., Cedar St., Commendencia St., and Main St. Design efforts shall be consistent with the Hashtag Phase 2 - Cedar Street Multi-modal Improvements Project and the Consistency Review Document (with Proposed Improvements included), produced by SCAPE Landscape Architecture DPC.

This proposal is provided to the City of Pensacola Community Redevelopment Agency (CRA) for AtkinsRéalis to conduct public meetings, prepare presentations, and provide lighting design services

This proposal is intended to be executed and performed in conjunction with the design and permitting of the Waterfront Connector SunTrail

Scope of Service

AtkinsRéalis (CONSULTANT) will provide the following services:

TASK 1 – PROJECT MEETINGS
Meetings for this project will include the following:

1) **Public Meeting** (Conceptual Phase) - The CONSULTANT will attend and present of the project (western and eastern segments) at a single public meeting. The meeting will occur during the conceptual design phase on a date to be determined later. The CONSULTANT will prepare the agenda, presentation, presentation boards, if necessary, and provide meeting notes to the City.

CITY will identify and coordinate with the venue and provide access at no cost to the CONSULTANT.

2) **West Side Redevelopment Board Meeting** (Conceptual Phase) - The CONSULTANT will present and discuss the project with the West Side Redevelopment Board. This meeting will occur during the conceptual design phase on a date to be determined later and is anticipated to be held virtually (via TEAMS or similar).

3) **Urban Core Redevelopment Board Meeting** (Conceptual Phase) - The CONSULTANT will present and discuss the project with the Urban Core Redevelopment Board. This meeting will occur during the conceptual design phase on a date to be determined later and is anticipated to be held virtually (via TEAMS or similar).

TASK 1a – PROJECT MEETINGS – AUTHORIZATION TO BID PHASE (Optional Services)
Meetings for this project will include the following:

1) **CRA** (Authorization to Bid Phase) - The CONSULTANT will present and discuss the project with the CRA. This meeting will occur between the 90% and 100% design phases on a date to be determined later and is anticipated to be held virtually (via TEAMS or similar).

2) **CRA** (Authorization to Bid Phase) - The CONSULTANT will present and discuss the project with the CRA. This meeting will occur between the 90% and 100% design phases on a date to be determined later and is anticipated to be held virtually (via TEAMS or similar).

TASK 2 – LIGHTING DESIGN SERVICES - WESTERN SEGMENT

New lighting plans will be prepared for Pine St corridor, from E St. to K St., within the western segment of the trail, approximately 0.5 miles. The lighting design will follow the FDOT 2025 FDM, Florida Green Book and City of Pensacola Code or Ordinances. Continuous lighting will be provided within the eastern segment. We will coordinate with the power company the new electrical service points for the lighting. Voltage drop calculations and load analysis calculations will be provided for each branch circuit. The voltage drop will be limited to five percent to the last luminaire within a branch circuit.

Deliverables

- Lighting Design Analysis Report
- Two sets of 60% Plans
- Two sets of 90% Plans and Specifications and Cost Estimate
- Two sets of 100% signed and sealed Construction Plans and Specifications (Released for Construction) and Cost Estimate.

Project Compensation

This contract is proposed on a fixed-fee basis and will be invoiced monthly based on a percent complete of each task. A detailed breakdown of costs by labor hours and rates is attached in Appendix A. Primary services will be authorized in the initial purchase order. Optional Services will require additional authorization by the City.

Primary Services Scope item	Western Segment Fee	Eastern Segment Fee	Total Fee
Task 1: Project Meetings	$4,275.00	$4,275.00	$ 8,550.00
Task 2: Lighting Design Services - Western Segment	$42,900.00		$42,900.00
Total	**$47,175.00**	**$4,275.00**	**$51,450.00**

Optional Services Scope item	Western Segment Fee	Eastern Segment Fee	Total Fee
Task 1a: Project Meetings – Authorization To Bid Phase	$1,055.00	$1,055.00	$ 2,110.00
Total	**$1,055.00**	**$1,055.00**	**$2,110.00**

matthew taylor

Digitally signed by matthew taylor
DN: C=US, O=Unaffiliated, dnQualifier=A01410D0000019A0DCA1AA20011A241, CN=matthew taylor
Reason: I am approving this document
Location:
Date: 2025.11.24 11:46:16-05'00'
Foxit PDF Editor Version: 12.1.0

Appendix A

AtkinsRéalis

Waterfront Connector SunTrail
CRA Supplemental Services
City of Pensacola

ACTIVITY DESCRIPTION	units	hrs/ unit	hours	Project Manager Rate/Hr. $ 195.00		Sr Eng/Arch/Planner IV Rate/Hr. $ 235.00		Sr Eng/Arch/Planner III Rate/Hr. $ 200.00		Sr. Eng/Arch/Planner I Rate/Hr. $ 135.00		Techical Director (QA/QC) Rate/Hr. $ 260.00		TOTAL	
				Staff HRS.	Cost by Pos & Act	Staff HRS.	Cost by Pos & Act	Staff HRS.	Cost by Pos & Act	Staff HRS.	Cost by Pos & Act	Staff HRS.	Cost by Pos & Act	Staff HR ACTIVITY	SALARY COST BY ACTIVITY
Task 1: Project Meetings															
Public Meeting (Conceptual Phase)	1	30	30	12	$2,340.00	12	$2,820.00		$0.00	6	$810.00		$0.00	30	$5,970.00
WSRB Meeting (Conceptual Phase)	1	6	6	3	$585.00	3	$705.00		$0.00		$0.00		$0.00	6	$1,290.00
UCRB Meeting (Conceptual Phase)	1	6	6	3	$585.00	3	$705.00		$0.00		$0.00		$0.00	6	$1,290.00
Lump Sum Task 1 Total:				**18**	**$3,510.00**	**18**	**$4,230.00**	**0**	**$0.00**	**6**	**$810.00**	**0**	**$0.00**	**42**	**$8,550.00**
Task 2: Lighting Design Services - Western Segment															
Lighting Design	1	54	54		$0.00	16	$3,760.00	24	$4,800.00	14	$1,890.00		$0.00	54	$10,450.00
Field Review	1	8	8		$0.00	8	$1,880.00		$0.00		$0.00		$0.00	8	$1,880.00
QC and coordination	1	30	30			30	$7,050.00		$0.00		$0.00			30	$7,050.00
Construction Plans	1	162	162			24	$5,640.00	30	$6,000.00	88	$11,880.00			142	$23,520.00
Lump Sum Task 2 Total:			***254***	**0**	**0**	**78**	**$18,330.00**	**54**	**$10,800.00**	**102**	**$13,770.00**	**0**	**0**	**234**	**$42,900.00**
Project Lump Sum Total:				**18**	**$ 3,510.00**	**96**	**$ 22,560.00**	**54**	**$ 10,800.00**	**108**	**$ 14,580.00**	**0**	**$ -**	**276**	**$51,450.00**

AtkinsRéalis

Waterfront Connector SunTrail
CRA Supplemental Services - Optional Services
City of Pensacola

ACTIVITY DESCRIPTION	units	hrs/ unit	hours	Project Manager Rate/Hr. $ 195.00 Staff HRS.	Project Manager Cost by Pos & Act	Sr Eng/Arch/Planner IV Rate/Hr. $ 235.00 Staff HRS.	Sr Eng/Arch/Planner IV Cost by Pos & Act	Sr Eng/Arch/Planner III Rate/Hr. $ 200.00 Staff HRS.	Sr Eng/Arch/Planner III Cost by Pos & Act	Sr. Eng/Arch/Planner I Rate/Hr. $ 135.00 Staff HRS.	Sr. Eng/Arch/Planner I Cost by Pos & Act	Techical Director (QA/QC) Rate/Hr. $ 260.00 Staff HRS.	Techical Director (QA/QC) Cost by Pos & Act	TOTAL Staff HR ACTIVITY	TOTAL SALARY COST BY ACTIVITY
Task 1a: Project Meetings															
CRA Meeting (Authorization to Bid Phase)	1	5	5	3	$585.00	2	$470.00		$0.00		$0.00		$0.00	5	$1,055.00
CRA Meeting (Authorization to Bid Phase)	1	5	5	3	$585.00	2	$470.00		$0.00		$0.00		$0.00	5	$1,055.00
Lump Sum Task 1 Total:				**6**	**$1,170.00**	**4**	**$940.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**10**	**$2,110.00**
Project Lump Sum Total:				**6**	**$ 1,170.00**	**4**	**$ 940.00**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**10**	**$2,110.00**

SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR ADDITIONAL LANDSCAPE ARCHITECTURAL SERVICES

Consistency Review Services for the Hashtag and Bruce Beach Waterfront Connectivity Projects
Re: ASR06 – Florida SunTrail

November 21, 2025

Brad Hintoe, P.E.
City Engineer
City of Pensacola
222 W Main Street
Pensacola, FL 32502

SUMMARY

As outlined in our correspondence with Victoria D'Angelo on 11/19/2025 SCAPE is pleased to submit the following request for additional services for Concept Design, Public Meeting Support, and Consistency Review for the Cedar Street and Westside sections of the Florida SunTrail (See Exhibit A for project sites). This document outlines our additional scope and fee to develop the following services:

Cedar Street section

- Concept Design (10% documentation) including conceptual rendered views
- Participation at public meetings and presentation along project engineers, inclusive of updated rendered views at 60% and 90-100% design milestones
- Design consistency review for areas not included in ASR05 (comments provided to City at each design phase)

Westside section

- Concept Design (10% documentation) including conceptual rendered views

- Participation at public meetings and presentation along project engineers, inclusive of updated rendered views at 60% and 90-100% design milestones
- Design consistency review (comments provided to City at each design phase)

SCAPE assumes our work will commence on 1/19/2025 and will proceed based on the durations outlined in the schedule dated 11/17/25. SCAPE understands the 8-week Task 1 Concept Design will be followed by an 8.5-month documentation period (60%, 90%, and 100% Design) during which we will complete services for tasks 2 and 3.

- **TASK 1** – Concept Design – 8 weeks
- **TASK 2** – Public Meetings and Presentations – ongoing
- **TASK 3** – Westside Section Design Consistency Review - ongoing

Please note, the Cedar Street Section Design Consistency Review is covered under ASR05, Part 2.

Consultants to client team: SCAPE assumes the City has retained the services of project engineers, to provide all engineering and landscape architecture services necessary for the documentation and implementation of the project.

REQUIRED INFORMATION

SCAPE understands that the Client will provide the following information before the start of Concept Design for us to complete our work:

- Current and comprehensive site survey, stamped by a licensed surveyor, for technical documentation purposes in PDF and CAD formats.
- Grant information and design parameters needed to comply with Florida SunTrail requirements.
- Recent tree assessment/inventory
- Any additional relevant and available technical reports related to the ATW site or other studies our reference.
- Landscape budget target if available

SCOPE OF SERVICES

TASK 1 – CONCEPT DESIGN – *(8 WEEKS)*

SCAPE will kick off Task 1 with a site visit to refresh our understanding of the local context and observe the current conditions along the Cedar Street and Westside sections to inform our concept designs.

Cedar Street Section

Building on the design intent and concepts developed as part of the Downtown Hashtag Connector catalytic project, as well as the work completed under ASR05 for the conceptual sketch of a typical block of Cedar Street, SCAPE will develop a concept design for the full Cedar Street site as delineated in Exhibit A to this document. This will include design studies to develop a preferred alignment for different street users (including motor vehicles, bicycles, and pedestrians), as well as design intent for planting and street furniture.

The concept for Cedar Street itself will reflect a two-way woonerf condition with no curbs and incorporate the Florida SunTrail based on their established design guidelines. For the Baylen Slip cul-de-sac area and the connection to the trail and the slip itself, SCAPE will consider an interim approach to a future broader project at Baylen Slip.

Westside Section

Building on the Waterfront Framework Plan previously developed by SCAPE as well the 2025 Westside plans (specifically pg. 58) developed by UDA, SCAPE will develop a concept design for the full Westside Section site as delineated in Exhibit A to this document. This will include design studies to develop a preferred alignment for different street users (including motor vehicles, bicycles, and pedestrians), incorporate the Florida SunTrail based on their established design guidelines, as well as design intent for planting and street furniture.

Deliverables, for each project area:

- One (1) set of measured plans at 1”=20’-0” scale, at 10% level of development
- Up to three (3) measured typical sections, at 10% level of development
- Up to three (3) sketch renders, at least one (1) of which will be an axonometric or aerial view

- Concept Design presentation inclusive of both project areas for use in public meetings, board meetings, and CRA presentations

Meetings:

- Participation in monthly calls with City staff

TASK 2 – PUBLIC MEETINGS AND PRESENTATIONS

SCAPE will participate in the following public meetings and presentations:

Concept Design Phase:

- One (1) public meeting (in person)
- One (1) Presentation to Urban Core board (remote)
- One (1) Presentation to Westside board (remote)

60% Design Phase:

- One (1) public meeting (in person)
- One (1) CRA presentation (remote)

90% Design Phase:

- One (1) CRA Presentation (remote)

SCAPE will use the Concept Design presentation from Task 1 for the meetings during the Concept Design phase. We will update the presentation materials based on the latest design at each project milestone for meetings during the documentation phases (60%, 90%, and 100% Design). Updated materials will include updates to the sketch rendered views prepared in the Concept Design phase. SCAPE assumes that the consultant retained by the City for the detailed design of the projects will prepare additional materials to be included in the meetings during the documentation phases (60%, 90%, and 100% Design) and will present their materials alongside SCAPE. We also assume that the City's consultant will share any necessary materials to update the rendered views with SCAPE in a reasonable amount of time to preform updates.

Deliverables, for each project area:

- Updates to one (1) presentation for 60% Design Phase including updates of existing graphics if needed.
- Updates to one (1) presentation for 90% Design Phase including updates of existing graphics if needed.

Meetings:

- One (1) prep meeting and one (1) debrief meeting for each meeting listed above

TASK 3 – WESTSIDE SECTION DESIGN CONSISTENCY REVIEW

Design Consistency Reviews will be performed during the 60% Design and 90% Design milestones, developed by the City's consultants.

SCAPE will work with the City and its consultants to review ongoing work and advise on the design progress, with a focus on maintaining the design intent developed in the Concept phase. We will participate in regular progress meetings, and review the consultant's deliverables at the end of 60% Design and 90% Design, and develop a plan markup and written memo outlining the review conclusions. SCAPE assumes we will have 2 weeks to review the consultant's deliverables at each milestone. We assume our review period will run concurrent to City and that review comments will be addressed in the subsequent milestone deliverable.

Deliverables:

- 60% Design review memo
- 90% Design review memo

Meetings:

- Participation in bi-weekly (every other week) calls with city staff and their consultant.

ADD SERVICE SCOPE ASSUMPTIONS

- We assume work under this ASR will take place at the same time as the work awarded under ASR05 for consistency review for the design of Cedar Street.
- We assume that our role will be advisory in nature during the documentation phases (60%, 90%, and 100% Design), and we will not be providing any measured drawings or detailed design sketches, beyond the updated rendered views prepared at the end of each phase.

SCAPE FEES FOR ADDITIONAL SERVICES

Project Phase	Duration	SCAPE Fee	Payment Term
TASK 1 – Concept Design	8 weeks	**$75,000**	Fixed Fee
TASK 2 – Public Meetings and Presentations	ongoing (8.5 months)	**$30,000**	Fixed Fee
TASK 3 – Westside Section Design Consistency Review	ongoing (8.5 months)	**$25,000**	Fixed Fee
TOTAL FEE FOR SCAPE ADD SERVICES	**10 months**	**$130,000**	**Fixed Fee**

Estimated Reimbursable Expenses: $3,000 (estimated travel expenses from New Orleans for 2 staff members for 1 site visit and 2 in-person public meetings, no printing or other auxiliary costs)

SCAPE HOURLY BILLING RATES

Services outlined under the Scope of Services are based on our hourly billing rates. Current rates are as follows:

Founding Principal	$350/Hour
Senior Principal	$300/Hour
Principal	$275/Hour
Senior Director	$250/Hour
Director	$240/Hour
Senior Associate	$220/Hour
Associate	$200/Hour
Senior Designer	$160/Hour
Designer	$120/Hour
Admin	$120/Hour
Intern	$100/Hour

Rates are valid for the current calendar year and may be increased subsequently without written notice. Additional Services shall be computed with the hourly billing rate at the time of the additional service.

Services outlined under the Scope of Services shall be provided per the Terms and Conditions in the Agreement for Professional Services dated 11/17/2020.

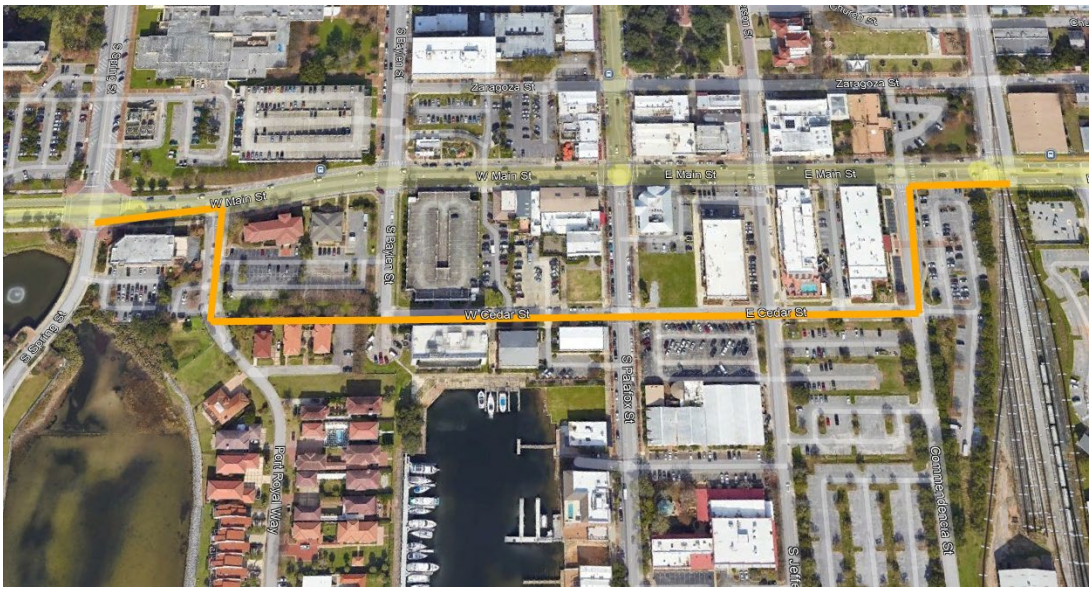
SIGNATURE PAGE

SCAPE requires a signed proposal, a Notice-to-Proceed to start work. Upon acceptance of this proposal, this scope for additional services will be under the already existing terms and agreement between SCAPE and the Client team.

Landscape Architect	Client
SCAPE / LANDSCAPE ARCHITECTURE DPC	Community Redevelopment Agency of the City of Pensacola
By: Alexis Landes	By: _____
Title: Managing Principal	Title _____
Date: 11/21/2025	Date: _____

EXHIBIT A – PROJECT SITES

Cedar Street site:



Westside site:

CONTRACT BETWEEN CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY AND SCAPE LANDSCAPE ARCHITECTURE DPC

AMENDMENT NO. 5

THIS AMENDMENT NO. 5 TO THE Contract Between City of Pensacola Community Redevelopment Agency and SCAPE Landscape Architecture DPC ("Amendment No. 5") made and entered into this 22nd day of January 2024, by and between the City of Pensacola Community Redevelopment Agency, hereinafter referred to as "CRA" and SCAPE Landscape Architecture DPC, hereinafter referred to as "Contractor"

WITNESSETH:

WHEREAS, the CRA and the Contractor entered into the Contract Between City of Pensacola Community Redevelopment Agency and SCAPE Landscape Architecture DPC dated November 17, 2020 ("Original Contract") to provide Consistency Review Services for the Hashtag and Bruce Beach Waterfront Connectivity Projects ("Original Services"); and

WHEREAS, the parties now desire to amend the Original Contract to provide for Additional Services as defined below;

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

1. The Contractor shall perform all work and additional services described in and in accordance with the Proposal for Additional Services ("Additional Services"), attached hereto as Exhibit A. Those Additional Services shall be performed in accordance with Section 2 of the Original Contract.

2. Payment for the Additional Services will be in accordance with the fee schedule and payment terms described in Exhibit A. All other provisions of Section 4 of the Original Contract shall apply.

3. The Contractor shall commence and complete all Additional Services in accordance with the schedule contained in Exhibit A.

4. In compliance with the provisions of F.S. 448.095, the parties to this Amendment No. 5 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.

5. All other terms and conditions of the Original Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 to the Contract between City of Pensacola Community Redevelopment Agency and SCAPE Landscape Architecture DPC on the date first above written.

CONTRACTOR

SCAPE Landscape Architecture DPC
(Contractor's Name)

By _____
President

Kate Orff, FASLA
(Printed President's Name)

Attest _____
Corporate Secretary

(CORPORATE SEAL)

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA

_____
Chairperson, Jennifer Brahier

Ericka L. Burnett
1/22/2024 5:18:42 PM
City Clerk, Ericka L. Burnett

Approved As To Substance:

_____
Asst. CRA Manager

Legal in form and valid as drawn:

Heather F. Lindsay, Assistant City Attorney
1/22/2024 5:25:45 AM
City Attorney

1/23/2024 4:08:41 PM

EXHIBIT A

SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

PROPOSAL FOR ADDITIONAL DESIGN & REVIEW SERVICES

Pensacola Hashtag Connector – Cedar Street – Task 2

December 8, 2023

Brad Hintoe, P.E.
City Engineer
City of Pensacola
222 W Main Street
Pensacola, FL 32502

SUMMARY

As discussed in our email correspondence, SCAPE is pleased to submit the following request for additional services for advisory services for Cedar Street as part of the Downtown Hashtag Connector effort. This document outlines Task 2 of our additional scope and fee for the following services:

- Design consistency review

SCAPE assumes our work will commence on 01/22/2024 and will run a consecutive 12 weeks to be aligned with A&E consultant's design schedule. Please note that should the start date be delayed, SCAPE will require a minimum of 2 weeks for mobilization.

SCOPE OF SERVICES

TASK 2 – DESIGN CONSISTENCY REVIEW– (12 WEEKS)

SCAPE will work with the client and the selected A&E consultant to review ongoing work and advise on the design progress, with a focus on maintaining the original design vision.

SCAPE assumes the A&E design process will follow the following phases: 30% design, 60% design, Final design. We assume attendance in up to two (2) progress meetings for each design phase, review of the A&E deliverables (e.g. drawing set, any graphics or visualizations provided) at the end of each phase, and will provide the client and the A&E consultant with a written memo outlining the review at each of the project milestones. If needed, SCAPE will provide up to two (2) concept sketch overlays to work produced by the A&E consultant during the process to help further communicate the design intent.

Deliverables:

- 30% Design review memo
- 60% Design review memo
- Final Design review memo

Meetings:

- Up to six (6) meetings

EXCLUSIONS / ADD SERVICE SCOPE ASSUMPTIONS

- It is assumed that SCAPE's role is advisory in nature and will not be providing any measured drawings or photorealistic renderings as part of this effort
- It is assumed that SCAPE will not be supporting any community engagement or participating in CRA, City Council, or other meetings with elected officials as part of this effort

FEES FOR PROFESSIONAL SERVICES

Project Phase	Duration	SCAPE Fee	Payment Term
TASK 2 – Design Consistency Review	12 weeks	$15,000	Fixed Fee
TOTAL FEE FOR ADDITIONAL SERVICES		$15,000	

HOURLY BILLING RATES

Services outlined under the Scope of Services are based on our hourly billing rates. Current rates are as follows:

Founding Principal	$350/Hour
Principal	$300/Hour
Director	$240/Hour
Senior Associate	$220/Hour
Associate	$200/Hour
Senior Designer	$160/Hour
Designer	$120/Hour

Rates are valid for 2024 and may be increased subsequently without written notice.

Services outlined under the Scope of Services shall be provided per the Terms and Conditions in the Agreement for Professional Services dated 11/17/2020.

SIGNATURE PAGE

SCAPE requires a signed proposal, a Notice-to-Proceed to start work. Upon acceptance of this proposal, this scope for additional services will be under the already existing terms and agreement between SCAPE and the Client team.

Landscape Architect	Client
SCAPE / LANDSCAPE ARCHITECTURE DPC	Community Redevelopment Agency of the City of Pensacola
A Landes	
By: Alexis Landes	By: Hilary Halford
Title: Managing Principal	Title Asst. CRA Division Manager
Date: 12/8/2023	Date: 1/19/2024

PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY

MEMORANDUM

TO: D.C. Reeves, Mayor

FROM: Hilary Halford, Asst. CRA Division Manager

DATE: January 18, 2024

SUBJECT: Amendment No. 5 to Contract with Scape Landscape Architecture, DPC for Design Assistance Services

BUDGETED ITEM

Yes: __X___ No: _____ N/A: _____

SUMMARY:

Amendment No. 5 of the contract with SCAPE was recommended to extend their participation on the Hashtag Waterfront Connector project, in accordance with the scope of services described in the original contract.

FUNDING:

Budget: $225,000

Actual:	$210,000	Contract Amount
	$15,000	Amendment No. 5
	$225,000	

City of Pensacola
Community Redevelopment Agency
222 W. Main Street
Pensacola, FL 32502
(850) 436-5650

In Pensacola's three Community Redevelopment Areas, the CRA is charged with preparing and administering plans designed to:

- **Eliminate Blight**
- **Rehabilitate & Conserve Property**
- **Address Affordable Housing**
- **Help Reduce & Prevent Crime**

File #: 23-1111 Community Redevelopment Agency 1/16/2024

ACTION ITEM

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

AMENDMENT NO. 5 TO CONTRACT WITH SCAPE LANDSCAPE ARCHITECTURE, DPC FOR DESIGN ASSISTANCE SERVICE

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve Amendment No. 5 to the contract with SCAPE Landscape Architecture, DPC to extend their participation on the Hashtag Waterfront Connector project, including providing consistency review and engagement services, as needed, in accordance with the scope of services described in the original contract. Further, that the CRA authorize the CRA Chairperson to take all actions necessary to execute the contract amendment.

SUMMARY:

On October 5, 2020, the Community Redevelopment Agency (CRA) approved a contract with SCAPE Landscape Architecture to assist with design consistency and community engagement services for the Hashtag and Bruce Beach waterfront connector projects.

In 2022, the CRA solicited bids for the first phase of the Hashtag Waterfront Connector Project (Main Street) on numerous occasions but was unsuccessful in obtaining a responsive bid. As a result, the scope of the project was modified to focus improvements on traffic-calming and bicycle improvements. Additionally, due to budgetary constraints pertaining to the Bruce Beach project, the CRA also reallocated funding for construction from Hashtag Phase 2 to Bruce Beach Phase 2 on October 10, 2022.

On May 10, 2023, the CRA authorized Amendment No. 4 to the contract to permit the firm to continue consistency review for Hashtag Phase 1 to review the modified plans and provide feedback.

In an effort to proceed with development of both phases of the project, the City has submitted a SunTrail grant application to the Florida Department of Transportation (FDOT). While the results of the grant request are pending, design of Cedar Street (Phase 2) will proceed. Additional services are needed to permit SCAPE's continued engagement in assisting the City to best align the design of the Cedar Street segment with the vision set forth in the Waterfront Framework Plan. SCAPE will be available during the meeting to discuss further the Cedar Street segment.

PRIOR ACTION:

October 5, 2020 - The CRA approved a contract for design services with SCAPE Landscape Architecture DPC for an amount not to exceed $75,000.

July 12, 2021 - The CRA approved an amendment to the contract with SCAPE expanding the scope of services and increasing the contract amount by $75,000 for a total contract amount not to exceed $150,000.

September 20, 2021 - The CRA approved Amendment No. 2 to the contract with SCAPE to extend their participation in the project to provide consistent review through 90% design completion, including an additional public engagement meeting.

July 18, 2022 - The CRA approved Amendment No. 3 to the contract with SCAPE extend the firm's participation in the Bruce Beach Phase 2 project through 100% design completion and during CRA meetings at 60% and 90% milestones. Further, the CRA accepted a scrivener's error in the board memo approving Amendment No. 2 of the contract, adjusting the total funding authorized by Amendment No. 2.

May 10, 2023 - The CRA approved Amendment No. 4 to the contract with SCAPE for design assistance services for the Hashtag Waterfront Connector Project and increased the contract amount by $7,500 for a total contract amount not to exceed $210,000.

FUNDING:

Budget:	$225,000	
Actual:	$210,000	Contract Amount
	$15,000	Amendment No. 5
	$225,000	TOTAL

FINANCIAL IMPACT:

Total remaining budget allocated for the Hashtag project is $3,930,189, with $68,319.00 remaining under the Hashtag design line item, $3,709,300.00 remaining under Hashtag Phase 1 Construction and $152,570 remaining under Hashtag Phase 1 Engineering. Approval of Amendment No. 5 will add $15,000.00, for a total contract amount of $225,000.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/4/2024

STAFF CONTACT:

David Forte, Deputy City Administrator
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, Assistant CRA Division Manager
Brad Hinote, City Engineer

ATTACHMENTS:

1. Amendment No 5 - SCAPE Contract for Design Services

PRESENTATION: Yes

City of Pensacola

Community Redevelopment Agency

Meeting Minutes

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

January 16, 2024, 3:30 PM **Hagler Mason Conference Room, 2nd Floor**

The City of Pensacola Community Redevelopment Agency was created by the City Council and is a dependent special district in accordance with the Florida State Statutes Chapter 189 (Resolution No. 55-80 adopted on September 25, 1980; and amended Resolution No. 22-10 adopted on August 19, 2010.)

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

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

CALL MEETING TO ORDER

The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Brahier at 4:31 P.M.(Immediately following the 3:30 P.M. City Council Agenda Conference).

Board Members Present:	Jennifer Brahier, Charles Bare, Delarian Wiggins, Casey Jones, Allison Patton (via Teams), Teniade Broughton, Jared Moore (left at 6:14 P.M.)
Board Members Absent:	None
Also Present:	Mayor D.C. Reeves (left at 5:52 P.M.)

BOARD MEMBER DISCLOSURE

CRA members Patton (via Teams) and Wiggins disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRPERSON'S REPORT

None.

APPROVAL OF MINUTES

1. 23-1106 CRA MEETING MINUTES - 12/11/2023

Recommendation:

A motion to Approve was made by Board Member Bare and seconded by Board Member Wiggins.

The motion Passed by the following vote:

Yes: 7 Jennifer Brahier, Allison Patton(via Teams), Casey Jones, Charles Bare, Delarian Wiggins, Jared Moore, Teniade Broughton

No: 0 None

DISCUSSION ITEMS

2. 23-1131 DISCUSSION ON COBB RESOURCE CENTER ASSESSMENT

Recommendation: N/A

CRA Division Manager Victoria D'Angelo introduced the item. Deputy City Administrator David Forte discussed the item. Joey McMath, structural engineer for JDA, LLC Structural Engineers gave an overview of the item, and staff responded accordingly to questions.

3. 23-1115 UPDATE ON MALCOLM YONGE GYM ASSESSMENT

Recommendation: N/A

CRA Division Manager Victoria D'Angelo introduced the item. Joey McMath, structural engineer for JDA, LLC Structural Engineers, Deputy City Administrator David Forte,

Deputy City Administrator Amy Miller, and Mayor Reeves all spoke to the item. Staff answered questions accordingly.

Public Speakers:

Gerri Lewis
David Clark
Benny Washington
Rowen Gosse
William Clay
Fred Gunther
Kieara Lewis
Cynethia Gosse

ACTION ITEMS

4. 24-33 REQUEST FOR FUNDING TO PERFORM FULL ASSESSMENT OF MALCOLM YONGE GYM

Recommendation: That the Community Redevelopment Agency (CRA) fund a full assessment of the Malcolm Yonge Gym in accordance with the recommendations of the limited structural assessment performed on April 21, 2023.

A motion to approve was made by Board Member Bare and seconded by Board Member Wiggins.

Deputy City Administrator David Forte provided a brief overview of the item. Staff responded accordingly to questions.

Public Speakers:

Fred Gunther
Benny Washington

Following discussion by the Board, a motion was made to amend Item #24-33 adding the demolition of the Malcolm Yonge Gym to the item. The motion was made by Board Member Jones and seconded by Board Member Patton.

The motion Passed by the following vote:

Yes: 4 Jennifer Brahier, Allison Patton (via Teams), Casey Jones, Delarian Wiggins

No: 2 Charles Bare, Teniade Broughton

Following discussion by the Board, a vote was taken to approve as amended, Item #24-33, the demolition of the Malcolm Yonge Gym.

The motion Passed by the following vote:

Yes: 4 Jennifer Brahier, Allison Patton (via Teams), Casey Jones, Delarian Wiggins

No: 2 Charles Bare, Teniade Broughton

5. 23-1137 REQUEST FOR FUNDING TO PERFORM FULL ASSESSMENT OF COBB RESOURCE CENTER

Recommendation: That the Community Redevelopment Agency (CRA) request that City Council provide funding to perform a full assessment of the Cobb Resource Center.

A motion to Approve was made by Board Member Jones and seconded by Board Member Wiggins.

Deputy City Administrator David Forte spoke to the item. Staff answered questions accordingly.

Public Speakers:

Fred Gunther

The motion Passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton (via Teams), Casey Jones, Charles Bare, Delarian Wiggins, Teniade Broughton

No: 0 None

6. 23-1111 AMENDMENT NO. 5 TO CONTRACT WITH SCAPE LANDSCAPE ARCHITECTURE, DPC FOR DESIGN ASSISTANCE SERVICE

Recommendation: That the Community Redevelopment Agency (CRA) approve Amendment No. 5 to the contract with SCAPE Landscape Architecture, DPC to extend their participation on the Hashtag Waterfront Connector project, including providing consistency review and engagement services, as needed, in accordance with the scope

of services described in the original contract. Further, that the CRA authorize the CRA Chairperson to take all actions necessary to execute the contract amendment.

A motion to Approve was made by Board Member Bare and seconded by Board Member Wiggins.

CRA Division Manager Victoria D'Angelo gave a brief overview of the item. Deputy City Administrator David Forte spoke to the item. Staff responded accordingly to questions.

The motion Passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton(via Teams), Casey Jones, Charles Bare, Delarian Wiggins, Teniade Broughton

No: 0 None

7. 23-1107 APPROVAL OF REQUEST FOR LETTERS OF INTEREST FOR 101 W. MAIN STREET REDEVELOPMENT

Recommendation: That the Community Redevelopment Agency (CRA) authorize staff to proceed with issuing a Request for Letters of Interest (RLOI) for redevelopment of 101 W. Main Street as substantially enumerated in the attached.

A motion to Approve was made by Board Member Jones and seconded by Board Member Bare.

CRA Division Manager Victoria D'Angelo gave an overview of the item. CRA Urban Design Planner Rachel Bennett provided a presentation of the item. Staff answered questions accordingly.

The motion Passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton (via Teams), Casey Jones, Charles Bare, Delarian Wiggins, Teniade Broughton

No: 0 None

8. 23-1113 APPROVAL OF REQUEST FOR LETTERS OF INTEREST FOR REUSE OR REDEVELOPMENT OF THE FORMER PENSACOLA MOTOR LODGE AT 2305 W. CERVANTES STREET

Recommendation: That the Community Redevelopment Agency (CRA) authorize staff to proceed with issuing a Request for Letters of Interest (RLOI) for reuse or redevelopment

of the Pensacola Motor Lodge for attainable rental multifamily housing at 2305 W. Cervantes Street as substantially enumerated in the attached.

A motion to Approve was made by Board Member Jones and seconded by Board Member Bare.

CRA Division Manager Victoria D'Angelo provided an overview of the item. Staff responded accordingly to questions.

The motion Passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton (via Teams), Casey Jones, Charles Bare, Delarian Wiggins, Teniade Broughton

No: 0 None

9. 23-1109 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-06 CRA NON-ENCUMBERED CARRYOVER

Recommendation: That the Community Redevelopment Agency adopt Supplemental Budget Resolution No. 2024-06 CRA.

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

A motion to Approve was made by Board Member Jones and seconded by Board Member Wiggins.

CRA Division Manager Victoria D'Angelo provided an overview of the item. Staff responded accordingly to questions.

The motion Passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton (via Teams), Casey Jones, Charles Bare, Delarian Wiggins, Teniade Broughton

No: 0 None

10. 23-1125 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-07 CRA CONTRACTS PAYABLE CARRYOVER

Recommendation: That the Community Redevelopment Agency adopt Supplemental

Budget Resolution No. 2024-07 CRA.

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

A motion to Approve was made by Board Member Bare and seconded by Board Member Wiggins.

CRA Division Manager Victoria D'Angelo provided an overview of the item. Staff responded accordingly to questions.

The motion Passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton (via Teams), Casey Jones, Charles Bare, Delarian Wiggins, Teniade Broughton

No: 0 None

PRESENTATIONS

None.

OPEN FORUM

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 7:45 P.M.

****

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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.

000001 - 0048 of 0078 - NNNNNN - 00048 JOBID 383BA001012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2023

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PRODUCER

CS&S/ARTHUR J GALLAGHER RISK MNGT
PO BOX 958489
Lake Mary, FL 32746-8989
1-877-724-2669

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

SCAPE LANDSCAPE ARCHITECTURE D.P.C.
277 BROADWAY STE 900
NEW YORK, NY 10007-2002

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDINGANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		6012148131	05/09/23	05/09/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6012148131	05/09/23	05/09/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY(Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			6012149764	05/09/23	05/09/24	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
	OTHER						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Acord 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as Additional Insured's as provided with in the Architects, Engineers and Surveyors Blanket Additional Insured Endorsement & Blanket Waiver of Subrogation.

CERTIFICATE HOLDER

City of Pensacola Department of Risk Management
Post Office Box 12910
Pensacola, FL 32521

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ryan McConaughey

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2023

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PRODUCER SUNZ Insurance Solutions, LLC ID: (Prestige) c/o Prestige Employee Administrators LLC 538 Broadhollow Road, Suite 311 Melville, NY 11747	**CONTACT NAME:** Peter Hilbert **PHONE (A/C, No, Ext):** 917-789-5036 **FAX (A/C, No):** **E-MAIL ADDRESS:** philbert@prestigepeo.com
INSURED Prestige Employee Administrators LLC LCF Scape Landscape Architecture DPC 538 Broadhollow Road, Suite 311 Melville NY 11747	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** United Wisconsin Insurance Company — 29157 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 72665750 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC577-00062-023-SZ	2/1/2023	2/1/2024	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Scape Landscape Architecture DPC Client Eff Date: 2/1/2023

CERTIFICATE HOLDER

10034-NY

City of Pensacola
Department of Risk Management
Post Office Box 12910
Pensacola FL 32521

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2024

PRODUCER

WHITEHORN FINANCIAL GROUP INC
29 Main Street, 2nd Floor
Madison, NJ 07940
(973) 564-9330

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INSURED

SCAPE Landscape Architecture DPC
277 Broadway
9th Floor
New York, NY 10007

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: CNA/Continental Casualty Company	20443
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER ☐	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					
		Professional Liability	LAH 28-824-10-24	05-09-23	05-09-24	$5,000,000 Per Claim and Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Scape Project # 2031 Pensacola CRA

CERTIFICATE HOLDER

City of Pensacola
Department of Risk Management
Post Office Box 12910
Pensacola, FL 32521

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Maureen Andrews

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Detail by Entity Name

Foreign Profit Corporation
SCAPE LANDSCAPE ARCHITECTURE D.P.C. INC.

Filing Information

Document Number	F18000005098
FEI/EIN Number	81-4252394
Date Filed	11/05/2018
State	NY
Status	ACTIVE

Principal Address

277 BROADWAY, NINTH FLOOR
NEW YORK, NY 10007

Mailing Address

277 BROADWAY, NINTH FLOOR
NEW YORK, NY 10007

Registered Agent Name & Address

LICENSESURE LLC
1400 Village Square Blvd #3-85007
TALLAHASSEE, FL 32312

Address Changed: 03/05/2020

Officer/Director Detail

Name & Address

Title President

HORODNICEANU, KATHERINE ORFF
277 BROADWAY, NINTH FLOOR
NEW YORK, NY 10007

Title Secretary

DONNELLY, JOHN
277 BROADWAY, NINTH FLOOR
NEW YORK, NY 10007

Title Director

LANDES, ALEXIS
277 BROADWAY, NINTH FLOOR
NEW YORK, NY 10007

Title Treasurer

WIRTH, GENEVA
277 BROADWAY, NINTH FLOOR
NEW YORK, NY 10007

Annual Reports

Report Year	Filed Date
2021	03/15/2021
2022	03/09/2022
2023	04/04/2023

Document Images

04/04/2023 -- ANNUAL REPORT	View image in PDF format
03/09/2022 -- ANNUAL REPORT	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
03/05/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
03/03/2020 -- ANNUAL REPORT	View image in PDF format
03/11/2019 -- ANNUAL REPORT	View image in PDF format
11/05/2018 -- Foreign Profit	View image in PDF format

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Exclusions

- Entity Registration
- Exclusions
  - Active Exclusions
- Responsibility / Qualification

Entity Information

SCAPE LANDSCAPE ARCHITECTURE D.P.C.

Active Registration

Unique Entity ID
UVNSMXGNEGG3

CAGE/NCAGE
5GG27

Expiration Date
Oct 30, 2024

Physical Address
277 Broadway FL 9
New York, New York
10007-2022, United States

Mailing Address
277 Broadway FL 9
New York, New York
10007-2022, United States

Purpose of Registration

All Awards

Version

Current Record

EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

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CONTRACT BETWEEN CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY AND SCAPE LANDSCAPE ARCHITECTURE DPC

BASED UPON REQUEST FOR QUALIFICATIONS # 20-054

THIS CONTRACT ("Contract") is made this 17th day of November, 2020, by and between the City of Pensacola Community Redevelopment Agency ("CRA"), a public body corporate and politic existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and SCAPE Landscape Architecture DPC ("Contractor"), a corporation authorized to do business in Florida, located at 277 Broadway, Floor 9, New York, NY 10007, (the CRA and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the CRA solicited a Request for Qualifications #20-054, on May 13, 2020 ("RFQ"), as described in Project Specifications for Consistency Review Services for the Hashtag and Bruce Beach Waterfront Connectivity Projects, as modified by any addendum to the ("Addenda"), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "RFQ Documents"); and

WHEREAS, in response to the RFQ Documents, the Contractor submitted to the CRA a proposal, dated July 2, 2020, including a statement of qualifications and experience, and/or any other documents submitted in response to the RFQ Documents ("RFQ Response") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the CRA has selected the Contractor pursuant to the selection criteria or process as specified in the RFQ Documents based on the Contractor's RFQ Response and any other requested information, and the Parties have agreed upon negotiated fees and services ("Negotiated Terms") as attached hereto in Exhibit C and incorporated herein by this reference; and

WHEREAS, the Parties desire the Contractor to perform as described in the RFQ Documents and the RFQ Response, the Negotiated Terms, and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The CRA or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the CRA against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on CRA property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall expire one year from its execution.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of seventy-five thousand dollars ($75,000) to be paid based on partial payments approved by the CRA, upon the completed performance of each task the by Contractor in accordance with Exhibit C, only after written acceptance by the CRA pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the CRA reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the CRA harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (___) Yes (X) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the CRA in the CRA's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the CRA, the Contractor shall within five (5) days of written notice from the CRA furnish a new or additional bond in full sum and satisfactory to the CRA. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the CRA. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services shall be performed in accordance with the schedule contained in Exhibit C.

Section 7. No Waiver.
No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 8. Governing Law.
This Contract 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 Contract.

Section 9. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 10. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 11. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the CRA, which consent shall not be unreasonably withheld.

Section 12. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 13. Remedies for Failure to Perform or Breach of Contract.
The CRA reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the CRA to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 14. Termination for Convenience.
The CRA may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 15. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

SCAPE Landscape Architecture DPC
(Contractor's Name)

By _____
President

Kate Orff
(Printed President's Name)

Attest _____
Corporate Secretary

(CORPORATE SEAL)

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY

_____
CRA Chairperson, Jared Moore

_____
City Clerk, Ericka L. Burnett

Approved as to Substance:

_____
CRA Administrator

Legal in form and execution:

Susan A_ Woolf
City Attorney
2020-11-12 17:49:25

_____
City Attorney

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 CUSTODIAN OF PUBLIC RECORDS AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A

File #: 25-1584 Agenda Conference 12/8/2025

ORDINANCE

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

PROPOSED ORDINANCE NO. 25-25 - AMENDING ORDINANCE NO. 33-14 - WESTSIDE COMMUNITY AREA REDEVELOPMENT BOARD

RECOMMENDATION:

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

AN ORDINANCE AMENDING ORDINANCE 33-14 WESTSIDE COMMUNITY REDEVELOPMENT AREA BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

September 14, 2014, City Council adopted Ordinance No. 33-14, Establishing a Westside Community Redevelopment Area Board. In October of 2024, City Council adopted and approved the Handbook for Appointed Boards, Commissions and Authorities. With the adoption of the handbook, there is a need to amend the enabling Ordinance No. 33-14 to be consistent with the handbook.

Key amendments:

Membership: replacement language -- To ensure a vested interest within the Westside Redevelopment District, six (6) members appointed shall be residents, property owners or owner/operators of businesses located within the Westside Redevelopment District and one (1) ex-officio member of City Council who will only cast a vote in the event of a tie. No member shall be a paid employee of the City, notwithstanding the ex-officio member.

Removal from office: replacement language -- in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council

Rules of procedure: replacement language: The Board shall follow the rules and procedures

as outlined within the Boards, Commissions and Authorities handbook, and the Board Rules and Procedures as provided by the Office of City Council. The Board shall hold regularly scheduled meetings no less than four (4) times a year, at City Hall, or other locations as needed. The dates and times of the meetings may be adjusted as is necessary and with proper notice given to board members and the public. All meetings, regular, special and workshops, shall be open to the public. A written record of the proceedings of the board shall be kept in accordance with Florida Public Records law; including meeting minutes, resolutions, transactions, findings, and determinations.

Vote and quorum: replacement language -- A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board.

Authority and duties: replacement language - A. To review and provide input to staff on an annual list of projects for funding through the Westside Redevelopment Trust Fund.

B. To monitor development and progress in the implementation of the Westside Community Redevelopment Plan ~~and to make an annual report to the City Council on such progress.~~ and to provide input to staff regarding this progress.

C. To assume other duties as may be needed from time to time, as directed by the City of Pensacola Community Redevelopment Agency (CRA) Board, the Pensacola City Council or city ordinance or resolution.

D. Input provided by the Westside Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate

The proposed amendments were a collaborative effort between Council Staff, CRA Staff and Legal.

PRIOR ACTION:

September 11, 2014 -- Ordinance No. 33-14 adopted, creating the Westside Redevelopment Board
October 2024 -- City Council approved / adopted the Handbook for Appointed Boards, Commissions and Authorities

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/19/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ord. No. 25-25 - Amending Ord. 33-14- Westside Redevelopment Board
2. Proposed Ordinance 25-25 Business Impact Analysis Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 25-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING ORDINANCE 33-14 WESTSIDE COMMUNITY REDEVELOPMENT AREA BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. FINDINGS.

A. On September 25, 1980, the City Council of the City of Pensacola, Florida (hereinafter the "City Council") adopted Resolution No. 55-80 by which it declared itself the Community Redevelopment Agency in the City of Pensacola as authorized by s. 163.357, Florida Statues (190), and vested in itself all rights, powers, duties, privileges and immunities vested in a community redevelopment agency by Part III, Chapter 163, Florida Statutes (the "Redevelopment Act")

B. On May 11, 2006, the City Council authorized a study to consider whether a finding of necessity resolution pursuant to Section 163.355, Florida Statutes (2005), should be adopted with respect to the Westside Neighborhoods Area, an area which contains the Westside Community Redevelopment Area defined and described in Resolution No. 04-07 and Section 5 of this ordinance; and

C. On January 25, 2007, the City Council adopted a Resolution No. 04-07, supported by data and analysis, pursuant to Section 163.355, Florida Statutes (2006), by which it found conditions of blight in the Westside Neighborhoods Area and declared the Westside Neighborhoods Area to be a "blighted area" as that term is defined in s.163.340(8), Florida Statues (2006); that said blighted area was appropriate for community redevelopment projects pursuant to the Redevelopment Act: that the rehabilitation, conservation or redevelopment or combination thereof of said blighted area was necessary in the interest of the public health, safety, morals or welfare of the residents of the City of Pensacola to eliminate, remedy and prevent conditions of slums and blight; and designated such area as the Westside Community Redevelopment Area.; and

D. On February 8, 2007, City Council caused to be prepared a

Community Redevelopment Plan for the Westside Community Redevelopment Area; and

E. On May 24, 2007, City Council, acting as the Community Redevelopment Agency of the City of Pensacola, adopted and approved, by Resolution No. 13-07, the Community Redevelopment Plan (hereinafter the "Plan") for the Westside Community Redevelopment Area, identifying redevelopment Activities to be undertaken in said area; and

F. On January 17, 2008, City Council adopted Ordinance No. 01-08, providing for the funding of a Redevelopment Trust Fund for the Westside Community Redevelopment Area in the City of Pensacola.

SECTION 2. ESTABLISHMENT OF NEIGHBORHOOD BOARD

A. There is hereby established pursuant to the requirements of Florida Statute 163.2517(2)(a) and (b) regarding a neighborhood participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment area a neighborhood board to be known as the "Westside Community Redevelopment Board."

B. Membership. The Westside Community Redevelopment Board shall consist of seven (7) members appointed by the City Council. ~~One member shall be a member of City Council, and six members shall be redevelopment area residents, members of area neighborhood associations, or owners or operators of businesses located in the redevelopment area. No member shall be a paid employee of the City.~~ To ensure a vested interest within the Westside Redevelopment District, six (6) members appointed shall be residents, property owners or owner/operators of businesses located within the Westside Redevelopment District and one (1) ex-officio member of City Council who will only cast a vote in the event of a tie. No member shall be a paid employee of the City, notwithstanding the ex-officio member.

C. Term of office, removal from office, vacancies. Members of the Westside Community Redevelopment Board shall serve for terms of three (3) years or thereafter until their successors are appointed. Any member of the Board may be removed from office during the three-year term ~~for just cause by the City Council~~. in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council. Any vacancy occurring during the unexpired term of office of any member, ~~except the association representative~~, shall be filled by the City Council for the remainder of the term, within a reasonable period of time.

D. Officers. The Board shall elect a chairman and a vice-chairman from among its members for a term of one (1) year, with eligibility for reelection.

E. Rules of procedure, meetings and records. ~~The Board shall adopt rules of procedure for the transaction of its business, and shall keep a record of its minutes, resolutions, transactions, findings and determinations. The Board shall hold regular meetings at intervals determined by the Board but no less than four times a year, and special meetings at such times as the Board may determine or at the call of the chairman for consideration of business before the Board. All regular and special meetings of the Board shall be open to the public. A written record of the proceedings of the Board shall be kept showing its actions on each question considered, and filed in the office of the Chief of Neighborhoods.~~ The Board shall follow the rules and procedures as outlined within the Boards, Commissions and Authorities handbook, and the Board Rules and Procedures as provided by the Office of City Council. The Board shall hold regularly scheduled meetings no less than four (4) times a year, at City Hall, or other locations as needed. The dates and times of the meetings may be adjusted as is necessary and with proper notice given to board members and the public. All meetings, regular, special and workshops, shall be open to the public. A written record of the proceedings of the board shall be kept in accordance with Florida Public Records law; including meeting minutes, resolutions, transactions, findings, and determinations.

F. Vote and quorum. A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board.

G. Authority and duties of Board. The Westside Redevelopment Board shall have the following authority and duties:

~~a.To prepare and recommend to the City Council five-year implementation plans for the implementation of the Westside Community Redevelopment Action Plan.~~

a. ~~To prepare and recommend to the City Council an annual list of projects for funding from the Westside Community Redevelopment Trust Fund.~~ To review and provide input to staff on an annual list of projects for funding through the Westside Redevelopment Trust Fund.

b. To monitor development and progress in the implementation of the Westside Community Redevelopment Plan ~~and to make an~~

~~annual report to the City Council on such progress.~~ and to provide input to staff regarding this progress.

c. To assume other duties as may be needed from time to time, as directed by the City of Pensacola Community Redevelopment Agency (CRA) Board, the Pensacola City Council or city ordinance or resolution.

d. Input provided by the Westside Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate

SECTION 3. REPEALING CLAUSE

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

SECTION 4. SEVERABILITY

If any section of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision and that to the end other provision of this ordinance are hereby declared to be severable.

SECTION 5. EFFECTIVE DATE

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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 25-25 – Amending Ordinance No. 33-14, Westside Community Area Redevelopment Board

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance is an effort to amend the enabling ordinance for the Westside Redevelopment Board to be consistent with the Boards Handbook and other Redevelopment Board enabling ordinances.

2. This proposed ordinance is not anticipated to have any economic impact on for-profit businesses.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

File #: 25-1585 Agenda Conference 12/8/2025

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 26-25 -- AMENDING ORDINANCE NO. 09-13 - EASTSIDE NEIGHBORHOOD REDEVELOPMENT BOARD

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 26-25 on first reading:

AN ORDINANCE AMENDING ORDINANCE NO. 09-13, ESTABLISHING THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On November 14, 2013, City Council adopted Ordinance No. 09-13 which amended Ordinance No. 16-05, adopted on October 27, 2005, which established and provided for the funding of a Redevelopment Trust fund for the Eastside Neighborhood and created a Section 6, to Establish an Eastside Redevelopment Board. In October 2024, City Council approved and adopted a Handbook for Appointed Boards, Commissions and Authorities. The adoption of the handbook necessitates amendment to Ordinance No. 09-13 to be consistent with the handbook and other minor amendments to be consistent with the Westside Redevelopment Board enabling ordinance.

Key amendments:

Increasing the Board size from five (5) members to seven (7) members.

Membership: replacement language -- To ensure a vested interest within the Eastside Redevelopment District, six (6) members appointed shall be residents, property owners or owner/operators of businesses located within the Eastside Redevelopment District and one (1) ex-officio member of City Council who will only cast a vote in the event of a tie. No member shall be a paid employee of the City, notwithstanding the ex-officio member.

Removal from office: replacement language -- in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council

Rules of procedure: replacement language: The Board shall follow the rules and procedures as outlined within the Boards, Commissions and Authorities handbook, and the Board Rules and Procedures as provided by the Office of City Council. The Board shall hold regularly scheduled meetings no less than four (4) times a year, at City Hall, or other locations as needed. The dates and times of the meetings may be adjusted as is necessary and with proper notice given to board members and the public. All meetings, regular, special and workshops, shall be open to the public. A written record of the proceedings of the board shall be kept in accordance with Florida Public Records law; including meeting minutes, resolutions, transactions, findings, and determinations.

Vote and quorum: replacement language -- A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board.

Authority and duties: replacement language - A. To review and provide input to staff on an annual list of projects for funding through the Eastside Redevelopment Trust Fund.

B. To monitor development and progress in the implementation of the Eastside Community Redevelopment Plan ~~and to make an annual report to the City Council on such progress.~~ and to provide input to staff regarding this progress.

C. To assume other duties as may be needed from time to time, as directed by the City of Pensacola Community Redevelopment Agency (CRA) Board, the Pensacola City Council or city ordinance or resolution.

D. Input provided by the Eastside Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate

The proposed amendments were a collaborative effort between Council Staff, CRA Staff and Legal.

PRIOR ACTION:

November 14, 2013 -- City Council adopted Ordinance No. 09-13, amending ordinance No. 16-05 providing for the funding of a Eastside redevelopment trust fund and Establishing an Eastside Redevelopment Board.

October 2024 -- City Council approved and adopted a Handbook for Appointed Boards, Commissions and Authroities

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/19/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ord. 26-25 -- Amending Ord 09-13 - Establishing the Eastside Redevelopment Board.doc
2. Proposed Ordinance 26-25 Business Impact Analysis Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 26-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING ORDINANCE NO. 09-13, ESTABLISHING THE EASTSIDE NEIGHBORHOOD REDEVELOPMENT BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. FINDINGS.

A. On September 25, 1980, the City Council of the City of Pensacola (hereinafter called the City Council) adopted Resolution No. 54-80 by which it found and declared that there existed in the City of Pensacola a blighted area more particularly described therein: that the rehabilitation, conservation or redevelopment or combination thereof of said blighted area was necessary in the interest of the public health, safety, morals or welfare of the residents of the City of Pensacola to eliminate, remedy and prevent conditions of slums and blight; that said blighted area was appropriate for community redevelopment projects pursuant to Chapter 163, Part III, Florida Statutes, and reaffirmed said findings by Resolution on October 22, 1981; and

B. On October 26, 2000, City Council adopted Ordinance No. 46-00 amending the Comprehensive Plan and designated the boundaries of the Urban Infill and Redevelopment Area pursuant to Chapter 163, Part II, Florida Statutes, which area is wholly situated within the boundaries of the area found to be a blighted area. City Council approved Ordinance No. 47-00 adopting the Urban Infill and Redevelopment Area Plan which identified projects for the purpose of targeting one or more of the following: economic development, job creation, housing, transportation, crime prevention, neighborhood revitalization and preservation, and land use incentives to encourage urban infill and redevelopment; and

C. Section 163.2520, Florida Statutes, provides that a local government with an adopted Urban Infill and Redevelopment Plan may employ tax increment financing under Section 163.387, Florida Statutes, and may also issue revenue bonds under Section 163.385, Florida Statutes, for the purpose of financing the implementation of the plan; and

D. In February 2004, City Council adopted the Eastside Neighborhood Plan identifying redevelopment activities to be undertaken in the area. The Eastside Neighborhood is located within the Urban Infill and Redevelopment Area boundaries.; and

E. On October 13, 2005, the City Council incorporated the Eastside Neighborhood Plan into and made it part of the Urban Infill and Redevelopment Area Plan; and

F. The statistical findings and indicators of blight provided in the *Eastside Neighborhood Finding of Blight Report,* incorporated herein by reference, provide substantial evidence supporting the Eastside Neighborhood as a blighted area; and

G. The City Council now declares the Eastside Neighborhood a blighted area on the basis of the substantial evidence provided by said *Eastside Neighborhood Finding of Blight Report.*

SECTION 2. AUTHORITY

This ordinance is adopted pursuant to the authority granted by Sections 163.2511 -163.2526 and 163.387, Florida Statutes, (hereinafter the "ACT") and other applicable provisions of law.

SECTION 3. ESTABLISHMENT OF REDEVELOPMENT TRUST FUND.

A. There is hereby established pursuant to the Act a Redevelopment Trust Fund for the Eastside Neighborhood of the City of Pensacola to be known as the "Eastside Neighborhood Redevelopment Trust Fund." Funds allocated to and deposited in this fund shall be used for the purpose of financing the implementation of the Eastside Neighborhood Plan.

SECTION 4. FUNDING OF REDEVELOPMENT TRUST FUND.

A. Pursuant to the Act, the annual funding of the Eastside Neighborhood Redevelopment Trust Fund shall be in an amount not less than that increment in the income, proceeds, revenues, and funds of the City of Pensacola derived from or held in connection with its undertaking and carrying out of redevelopment projects pursuant to Part III. Such increment shall be determined annually and shall be that amount equal to ninety-five percent (95%) of the difference between:

1. The amount of ad valorem taxes levied each year by all taxing authorities except school districts and water management districts on taxable real property contained within the geographic boundaries of the Eastside Neighborhood; and

2. The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for all taxing authorities except school districts and water management districts upon the total of the assessed value of the taxable real property in the Eastside Neighborhood, as shown on the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of this ordinance.

B. PURSUANT TO Section 163.387 (2), Florida Statutes, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to Section 163, Florida Statutes, each taxing authority except school districts and water management districts shall annually appropriate and pay on or before April 1 t the Eastside Neighborhood Redevelopment Trust Fund a sum which is no less than the increment of ad valorem tax revenues as defined and determined in paragraph A 1. And 2. above.

C. The obligation of the City Council to fund the Eastside Neighborhood Redevelopment Trust Fund annually shall continue until all loans, advances, indebtedness, if any, and interest thereon incurred as a result of a community redevelopment project have been paid, but only to the extent that the tax increment described in this section accrues. The City Council covenants that so long as its obligation to fund the Eastside Neighborhood Redevelopment Trust Fund continues, it shall take all necessary action to enforce the performance of the obligation of each taxing authority except the school districts and water management districts to make the annual appropriations required by paragraph B. Provided, however, that obligation of the City Council to fund the Eastside Neighborhood Redevelopment Trust Fund shall not be construed to make the City of Pensacola a guarantor of the obligations of other taxing authorities under this ordinance or Section 162, Florida Statues; nor shall it be construed to required the exercise of the taxing power of the City of Pensacola or the payment to the Eastside Neighborhood Redevelopment Trust Fund from any other funds of the City of Pensacola except the incremental revenue provided for in paragraph A.

D. The City Council may, in its discretion, deposit such other legally available funds into the Redevelopment Trust Fund as may be described by resolutions adopted on or after the effective date of this ordinance.

E. The Eastside Neighborhood Redevelopment Trust Fund shall be maintained and administered as a separate account of the City of Pensacola and unexpended monies deposited therein shall be invested, subject to such direction as may be given by resolution of the City Council for time to time.

SECTION 5. DEFINITIONS.

The terms contained in this ordinance shall have the meanings set forth in Chapter 163, Florida Statues. "Eastside Neighborhood" shall mean that area of the City of Pensacola, Escambia County, Florida more particularly described as follows:

Commence at the intersection of the southerly right-of-way line of Cervantes Street and the westerly right-of-way of Haynes Street for the Point of Beginning; thence northerly along the westerly right-of-way line of Hayne Street to the northerly right-of-way line of Baars Street; thence easterly along the northerly right-of-way line of Baars Street to the easterly right-of-way line of 6th Avenue; thence southerly along the easterly right-of-way line of 6th Avenue to the northerly right-of-way line of Mallory Street; thence easterly along the northerly right-of-way line of Mallory Street to the easterly right-of-way line of 8th Avenue; thence southerly along the easterly right-of-way line of 8th Avenue to the northerly right-of-way line of Lee Street; thence easterly along the northerly right-of way line of Lee Street to the easterly right-of way line of 9th Avenue; thence southerly along the easterly right-of-way line of 9th Avenue to the southerly right -of-way line of Cervantes street; thence westerly along the southerly right-of-way line of Cervantes Street to the Point of Beginning.

SECTION 6. ESTABLISHMENT OF NEIGHBORHOOD BOARD

A. There is hereby established pursuant to the requirements of Florida Statute 163.2517(2)(a)(b) regarding a neighborhood participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas a neighborhood board to be known as the "Eastside Redevelopment Board."

B. Membership. The Eastside Redevelopment Board shall consist of ~~five (5)~~ seven (7) members appointed by City Council. ~~Two (2) homeowners and one (1) owner of a business located within the Eastside Neighborhood TIF District area appointed by the City Council; a representative of the Eastside Neighborhood Improvement Association designated by the association; and one (1) member of City Council.~~ To ensure a vested interest within the Eastside Redevelopment District, six (6) members appointed shall be residents, property owners or owner/operators of businesses located with the Eastside Redevelopment District and one (1) ex-officio member of City Council who will only cast a vote in the event of a tie. No member shall be a paid employee of the City, notwithstanding the ex-officio member.

C. Term of office; removal from office; vacancies. Members of the Eastside Redevelopment Board shall serve for a term of three (3) years or thereafter until their successors are appointed. Any member of the board may be removed from office during the three-year term ~~for just cause by the city council upon~~

~~written charges and after public hearing.~~ in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council. Any vacancy occurring during the unexpired term of office of any member, ~~except the association representative~~, shall be filled by the City Council for the remainder of the term, within a reasonable period of time.

D. Officers. The board shall elect a chairman and vice-chairman from among its members for a term of one (1) year, with eligibility for reelection.

E. Rules of procedure, meetings and records. ~~The board shall adopt rules of procedure for the transaction of its business, and shall keep a record of its resolutions, transactions, findings and determinations. The board shall hold regular meetings at intervals determined by the board but not less than four (4) times a year and special meetings at such times as the board may determine or at the call of the chairman thereof for the consideration of business before the board. All regular and special meetings of the board shall be open to the public. A written record of the proceedings of the board shall be kept showing its actions on each question considered, and filed in the office of the City Clerk.~~ The Board shall follow the rules and procedures as outlined within the Boards, Commissions and Authorities handbook, and the Board Rules and Procedures as provided by the Office of City Council. The Board shall hold regularly scheduled meetings no less than four (4) times a year, at City Hall, or other locations as needed. The dates and times of the meetings may be adjusted as is necessary and with proper notice given to board members and the public. All meetings, regular, special and workshops, shall be open to the public. A written record of the proceedings of the board shall be kept in accordance with Florida Public Records law; including meeting minutes, resolutions, transactions, findings, and determinations.

F. Vote ~~required~~ and quorum. ~~Three (3) members of a board shall constitute a quorum, and the affirmative vote of a majority of the quorum shall be necessary for any action thereof.~~ A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board.

G. Authority and duties of the Board. The Eastside Redevelopment Board shall have the following authority and duties:

~~a.To prepare and recommend to the City Council five-year implementation plans for the implementation of the Eastside Neighborhood Action Plan approved by the City Council on February 12, 2004.~~

a. ~~To prepare and recommend to the City Council an annual list of projects for funding from the Eastside Neighborhood Redevelopment Trust Fund.~~ To review and provide input to staff on an annual list of projects for funding through the Eastside Redevelopment Trust Fund.

b. To monitor development and progress in the implementation of the Eastside ~~Neighborhood Action Plan~~ Redevelopment Plan and ~~to made an annual report to the City Council on such progress.~~ to provide input to staff regarding this progress.

c. To assume other duties as may be needed from time to time, as directed by the City of Pensacola Community Redevelopment Agency (CRA) Board, the Pensacola City Council or city ordinance or resolution.

d. Input provided by the Eastside Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate.

SECTION 7. REPEALING CLAUSE

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

SECTION 8 SEVERABILITY

If any section of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision and that to the end other provision of this ordinance are hereby declared to be severable.

SECTION 9. EFFECTIVE DATE

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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 26-25 – Amending Ordinance No. 09-13, Eastside Neighborhood Redevelopment Board.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance is an effort to amend the enabling ordinance for the Eastside Neighborhood Redevelopment Board to be consistent with the Boards Handbook and other Redevelopment Board enabling ordinances.

2. This proposed ordinance is not anticipated to have any economic impact on for-profit businesses.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

File #: 25-1586 Agenda Conference 12/8/2025

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 27-25 - AMENDING ORDINANCE NO. 08-20 - URBAN CORE REDEVELOPMENT BOARD

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 27-25 on first reading:

AN ORDINANCE AMENDING ORDINANCE NO. 08-20 URBAN CORE REDEVELOPMENT BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On Febrary 27, 2020, City Council adopted Ordinance No. 08-20, Establishing an Urban Core Redevelopment Board. In October of 2024, City Council approved and adopted a Handbook for Boards, Commissions and Authorities. The adoption of the handbook necessitates amendments to the enabling ordinance to be consistent with the handbook and other redevelopment board enabling ordinances.

Key amendments:

Membership: changed the City Council member to an ex-officio member of City Council, who will only cast a vote in the event of a tie.

Removal from office: replacement language -- in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council

Rules of procedure: replacement language: The Board shall follow the rules and procedures as outlined within the Boards, Commissions and Authorities handbook, and the Board Rules and Procedures as provided by the Office of City Council. The Board shall hold regularly scheduled meetings no less than four (4) times a year, at City Hall, or other locations as

needed. The dates and times of the meetings may be adjusted as is necessary and with proper notice given to board members and the public. All meetings, regular, special and workshops, shall be open to the public. A written record of the proceedings of the board shall be kept in accordance with Florida Public Records law; including meeting minutes, resolutions, transactions, findings, and determinations.

Vote and quorum: replacement language -- A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board.

Authority and duties: replacement language - A. To review and provide input to staff on the five-year implementation plans for the Urban Core Redevelopment Plan.

B. To review and provide input to staff on an annual list of projects for funding through the Urban Core Redevelopment Trust Fund-

C. To monitor the progress in plementation of the Urban Core Redevelopment Plan and Provide input to staff regarding this progress-

D. To assume other duties as may be needed from time to time, as directed by the City of Pensacola Community Redevelopment Agency (CRA) Board, the Pensacola City Council or city ordinance or resolution

E. Input provided by the Urban Core Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate.

The proposed amendments were a collaborative effort between Council Staff, CRA Staff and Legal.

PRIOR ACTION:

February 27, 2020 -- City Council adopted Ordinance No. 08-20 - Establishing an Urban Core Redevelopment Board
October 2024 -- City Council approved and adopted a Handbook for Boards, Commissions and Authorities

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/19/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ord. No.27-25 - Amending Ord 13-20 - Establishing the Urban Core Redevelopment Board (1)
2. Proposed Ordinance 27-25 Business Impact Analysis Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 27-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING ORDINANCE 08-20 URBAN CORE REDEVELOPMENT BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. FINDINGS.

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

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

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

D. On March 27, 1984, the City Council adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core CRA; and

E. On April 6, 1989, the City Council adopted Resolution No. 19-89, which approved a revised redevelopment plan for the Urban Core CRA which plan has been subsequently amended; and

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

CRA; and

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

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

I. On October 7, 2019, the Agency recommended that City Council adopt an ordinance establishing an Urban Core Redevelopment Board to make recommendations regarding implementation of the Urban Core Community Redevelopment Plan.

SECTION 2. ESTABLISHMENT OF NEIGHBORHOOD BOARD

A. There is hereby established a neighborhood board that provides for the ongoing involvement of stakeholder groups in the Urban Core CRA to be known as the "Urban Core Redevelopment Board".

B Membership. The Urban Core Redevelopment Board shall consist of nine (9) members appointed by the City Council. One ~~member shall be a~~ ex-officio member of City Council who will only cast a vote in the event of a tie. The following areas shall each have a member representing it on the Board: Belmont DeVilliers Area (one seat); Central Business Area (one seat); East Hill Area (one seat); Gateway Area (one seat); Historic District – Aragon Area (one seat); Long Hollow Area (one seat); North Hill Area (one seat); Old East Hill Area (one seat); Tanyard Area (one seat); Waterfront Area (one seat). No member shall be a paid employee of the City, notwithstanding the ex-officio member. No Area may be represented by more than one member at a time; should no eligible person be identified to serve for a particular Area, then that seat shall remain empty until such time as an eligible person is appointed to serve.

C. Term of office, removal from office, vacancies. Members of the Urban Core Redevelopment Board shall serve for terms of three (3) years. Any member of the Board may be removed from office during the three-year term ~~for just cause by the City Council upon written charges and after public hearing. Just cause may be defined as misfeasance, malfeasance, neglect of duty, or violation of the City's anti-discrimination, anti-retaliation, and anti-harassment policies~~ in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council. Any vacancy occurring during the unexpired term of office of any member shall be filled by the City Council for the remainder of the term, within a reasonable period of time.

D. Officers. The Board shall elect a chairperson and vice-chairperson

from among its members for a term of one (1) year, with eligibility for reelection.

E. Rules of procedure, meetings and records.

~~a. The Board shall follow rules of procedure as directed by City Council, which shall establish such rules for the transaction of the Board's business.~~

~~b. The Board shall hold regular meetings at intervals determined by the Board but no less than four times a year. All meetings of the Board shall be open to the public.~~

~~c. The records of the Board, including meeting minutes, resolutions, transactions, findings, and determinations shall be maintained in accordance with Florida Public Records law~~.

The Board shall follow the rules and procedures as outlined within the Boards, Commissions and Authorities handbook, and the Board Rules and Procedures as provided by the Office of City Council. The Board shall hold regularly scheduled meetings no less than four (4) times a year, at City Hall, or other locations as needed. The dates and times of the meetings may be adjusted as is necessary and with proper notice given to board members and the public. All meetings, regular, special and workshops, shall be open to the public. A written record of the proceedings of the board shall be kept in accordance with Florida Public Records law; including meeting minutes, resolutions, transactions, findings, and determinations.

F. Vote and quorum. A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board

G. Authority and duties of the Board. The Urban Core Redevelopment Board shall have the following authority and duties:

a. ~~To make recommendations regarding implementation of the Urban Core Community Redevelopment Plan.~~ To review and provide input to staff on the five-year implementation plans for the Urban Core Redevelopment Plan.

b. To review and provide input to staff on an annual list of projects for funding through the Urban Core Redevelopment Trust Fund.

c. To monitor the progress in implementation of the Urban Core Redevelopment Plan and provide input to staff regarding this progress.

d. To assume other duties as may be needed from time to time, as directed by the City of Pensacola Community Redevelopment Agency (CRA) Board, the Pensacola City Council or city ordinance or resolution.

e. Input provided by the Urban Core Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate.

SECTION 3. REPEALING CLAUSE

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

SECTION 4. SEVERABILITY

If any section of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision and that to the end other provision of this ordinance are hereby declared to be severable.

SECTION 5. EFFECTIVE DATE

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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 27-25 – Amending Ordinance No. 08-202, Urban Core Redevelopment Board.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance is an effort to amend the enabling ordinance for the Urban Core Redevelopment Board to be consistent with the Boards Handbook and other Redevelopment Board enabling ordinances.

2. This proposed ordinance is not anticipated to have any economic impact on for-profit businesses.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

File #: 25-1604 Agenda Conference 12/8/2025

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 28-25 - REPEALING SECTION 11-2-70, SAME - POST-TOW HEARING OF THE CITY CODE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 28-25 on first reading:

AN ORDINANCE REPEALING SECTION 11-2-70, SAME-POST-TOW HEARING OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE..

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Code Section 11-2-70, Same- Post-Tow Hearing:

Sec. 11-2-70. Same—Post-tow hearing.
If the owner or a person entitled to possession of a vehicle impounded pursuant to this division submits to the mayor a written request for a hearing within one working day of the time that the person was notified that the vehicle was impounded, a post-towage hearing shall be held within two working days of the receipt of the request for a hearing. The mayor shall appoint an impartial hearing examiner. Should the hearing examiner find in favor of the city, the owner of the vehicle must pay the appropriate fines, costs and charges, the reasonableness of which shall be determined by the hearing examiner unless they have been adopted by the city council. A decision for said owner would require the city to pay charges where there is a commercial tower and refund any bond.

Is no longer pertinent nor needed and is hereby repealed in its entirety.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

12/2/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 28-25 Repealing Section 11-2-70 of City Code
2. Proposed Ordinance No. 28-25 Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 28-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 11-2-70, SAME—POST-TOW HEARING OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 11-2-70 of the Code of the City of Pensacola, Florida, entitled "SAME—POST-TOW HEARING" is hereby repealed.

~~Sec. 11-2-70. Same—Post-tow hearing.~~

~~If the owner or a person entitled to possession of a vehicle impounded pursuant to this division submits to the mayor a written request for a hearing within one working day of the time that the person was notified that the vehicle was impounded, a post-towage hearing shall be held within two working days of the receipt of the request for a hearing. The mayor shall appoint an impartial hearing examiner. Should the hearing examiner find in favor of the city, the owner of the vehicle must pay the appropriate fines, costs and charges, the reasonableness of which shall be determined by the hearing examiner unless they have been adopted by the city council. A decision for said owner would require the city to pay charges where there is a commercial tower and refund any bond.~~

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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 28-25 – An ordinance repealing Section 11-2-70, SAME – POST-TOW HEARING of the City Code

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance is repealing a section of the City Code which is outdated no longer necessary.

2. This proposed ordinance is not anticipated to have any economic impact on for-profit businesses.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

File #: 25-1606 Agenda Conference 12/8/2025

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 29-25 - AMENDING TITLE XI, TRAFFIC AND VEHICLES, PARKING AND TOWING OF THE CITY CODE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 29-25 on first reading:

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-24, PARKING FOR CERTAIN USES PROHIBITED; SEC. 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SECTION 11-2-37, PARKING FINES; SECTION 11-2-66, REMOVAL AND IMPOUNDMENT FOR NUMEROUS UNPAID CITATIONS—AUTHORITY; SECTION 11-2-67, SAME—NOTICE TO OWNER; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On October 20, 2025 City Council conducted a workshop discussing this proposed ordinance. Based on the input provided by Council, the Proposed Ordinance is presented for consideration. This ordinance amends portions of City Code as follows:

Section 11-2-24 - Parking for certain uses prohibited
Section 11-2-35 - Parking of Major Recreational Equipment and Commercial vehicles in Residential Areas Restricted
Section 11-2-37 - Parking Fines
Section 11-2-66 - Removal and Impoundment for Numerous Unpaid Citations- Authority
Section 11-2-67 -- Same -- Notice to Owner,

PRIOR ACTION:

October 20, 2025 -- City Council conducted a Workshop discussing this proposed Ordinance and amendments

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

12/2/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 29-25 Amending XI Traffic and Vehicles Parking and Towing
2. Proposed Ordinance No. 29-25 Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 29-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-24, PARKING FOR CERTAIN USES PROHIBITED; SEC. 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SEC. 11-2-37, PARKING FINES; SECTION 11-2-66, REMOVAL AND IMPOUNDMENT FOR NUMEROUS UNPAID CITATIONS—AUTHORITY; SECTION 11-2-67, SAME—NOTICE TO OWNER; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 11-2-24 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-24. - Parking for certain uses prohibited.

(1) No person shall park a vehicle upon any street, right-of-way, public vacant lot, ~~or~~ public parking lot or public parking space for the principal purpose of:

(a) Displaying such vehicle for sale;

(b) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency;

(c) Displaying advertising; or

(d) Storage for more than ~~24~~ 72 hours, except in public parking spaces designated by the City as resident only parking when the vehicle has a valid resident parking only decal displayed. "Storage" means a vehicle parked primarily for extended placement rather than active

transportation, as demonstrated by being parked in the same location for more than 72 hours plus one or more of the following objective criteria:

i. vehicle and/or surrounding area show evidence of being used primarily for extended placement, including but not limited to accumulation of debris, dust, dirt, or pollen on, around or under the vehicle, use of tarps or covers, or other indicators of non-use;

iii. vehicle owner cannot be located or is unwilling or unable to move the vehicle in a timely fashion.

(2) No person shall park a vehicle upon any street, right-of-way, public vacant lot, public parking lot or public parking space for more than 24 hours in all areas between the western right-of-way line of A Street and the eastern right-of-way line of 9th Avenue and between the northern right-of-way line of Wright Street and terminating at the southernmost point along Pensacola Bay, except in public parking spaces designated by the City as resident only parking when the vehicle has a valid resident parking only decal displayed.

(~~2~~3) No person shall park a vehicle upon any street, right-of-way, public vacant lot, or in any public parking space that is located in the area between the eastern right-of-way line of Tarragona Street and western right-of-way line of Baylen Street and between the southern right-of-way line of Garden Street and the southern right-of-way line of Main Street for the principal purpose of selling merchandise, including food and beverage, from such vehicle with the exception of during the hours of Gallery Night and other special events or specified times as approved by the mayor or mayor's designee.

(~~3~~4) Each additional 24-hour period a vehicle remains in violation of this section shall constitute a separate offense.

(5) Any vehicle found in violation of this section may be subject to a parking citation, towing, or both.

SECTION 2. Section 11-2-35 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-35. - Parking of major recreational equipment and commercial vehicles in residential areas restricted.

(3) *Penalties.*

a. The owner of any recreational equipment or commercial vehicle found to be in violation of any of the provisions of this section shall be fined in the amount of $50.00 for the first offense, $150.00 for the second offense and $250.00 for the third and subsequent offenses that occur within a 12-month period. Each day the violation continues shall constitute an additional and separate offense. The amount of the fine shall be doubled if payment is not received, or if payment is not postmarked, within ~~15~~ 30 days of the time of the notice of the violation.

SECTION 3. Sec. 11-2-37 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-37. - Parking fines.

(a) Unless otherwise specified in this chapter, the owner of any vehicle found to be in violation of any of the provisions of this chapter within the city shall be fined in the amount of $25.00 per offense; however, beginning with the third offense that occurs within a 12-month period the fine shall be in the amount of $50.00 and each subsequent offense thereafter within a 12-month period shall increase by $25.00 from the last fine for each additional offense. Subsequent fine amounts for offenses that occur within the same 12-month period shall not be greater than $200.00. The amount of the fine shall be doubled if payment is not received by the city, or if payment by mail is not postmarked, within ~~15~~ 30 days of the date of notice of the violation.

(b) Notwithstanding the provisions of subsection (a), above, vehicles found to be in violation of posted parking regulations when the city has issued permits for special events as defined in section 11-4-171 of the Code of the City of Pensacola, Florida, within the area bounded on the north by Wright Street, on the south by Bayfront Parkway, on the east by 9th Avenue, and on the west by Baylen Street, shall be fined in the amount of $50.00 for each offense. The amount of this fine shall be doubled if payment is not received by the city, or if payment by mail is not postmarked, within ~~15~~ 30 days of the time of notice of the violation.

SECTION 4. Section 11-2-66 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-66. - Removal and impoundment for numerous unpaid citations—Authority.

(a) Any motor vehicle registration having against it five or more outstanding unpaid summonses, citations or other process, charging that any vehicle licensed under the motor vehicle registration was parked, stopped or standing in violation of any law, ordinance or local authority of the city shall be deemed a public nuisance and shall constitute an emergency situation and the mayor and any other agent of the city assigned to traffic duty are hereby authorized to remove, or cause same to be

removed from any public property within the city, at the sole cost and expense of the habitual violator; provided that the city, after the fifth violation, shall first send the owner of the vehicle notice of the violations, informing him or her of the violations, briefly outlining the provisions of this scofflaw division and ordering that he or she comply therewith, and warning him or her that if the letter is disregarded for a period of five days the vehicle subject of the letter shall be impounded.

(b) The city shall have the power and is hereby authorized to remove the vehicle by either private or governmental equipment to the ~~city pound, nearest garage, tow~~ lot or other place of safety, or to a garage designated or maintained by the city at the sole cost and expense of the vehicle's owner.

SECTION 5. Section 11-2-67 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-67. Same—Notice to owner.

Whenever the city has authorized a vehicle to be towed for violations of parking prohibitions or impounded a vehicle described above, a notice of such removal and the location of ~~the city pound~~ where such vehicle is stored shall be mailed to the last registered owner of such vehicle, if the name and address of such owner can be ascertained with reasonable diligence. ~~Such notice shall state that a post-tow hearing may be had at a designated time within two working days of receipt of the notice. Such notice shall state, if the owner fails to reclaim such vehicle within 60 days from the date of the mailing, the city will treat the vehicle as abandoned property and such vehicle will be sold at public auction to be held no sooner than 30 days after the expiration of the 60-day period contained in the notice.~~ Notice shall be mailed to the vehicle owner by certified mail, return receipt requested.

SECTION 6. 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 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 the tenth ~~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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 29-25 – An ordinance AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-24, PARKING FOR CERTAIN USES PROHIBITED; Sec. 11-2-35, Parking of major recreational equipment and commercial vehicles in residential areas restricted; Sec. 11-2-37, Parking fines; SECTION 11-2-66, REMOVAL AND IMPOUNDMENT FOR NUMEROUS UNPAID CITATIONS—AUTHORITY; SECTION 11-2-67, SAME—NOTICE TO OWNER

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance is amending portions of the City Code that address, Parking for certain uses prohibited: parking of major recreational equipment and commercial vehicles; parking fines; removal and impoundment for numerous unpaid citations and notice to owners.

2. This proposed ordinance is not anticipated to have any economic impact on for-profit businesses.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. Under Section 11-2-24(4), Parking for certain uses prohibited, “Each additional 24-hour period a vehicle remains in violation of this section shall constitute a separate offense.”

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

City Council conducted a workshop on 10-20-25 regarding the proposed ordinance and amendments. Also, members of effected neighborhood associations were able to provide input as well.

File #: 25-1598 Agenda Conference 12/8/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE 24-25 - CREATING CHAPTER 7-14 OF THE CODE OF THE CITY OF PENSACOLA - REGULATION OF BUSINESSES ENGAGED IN MOTOR VEHICLE PARKING ON PRIVATE PROPERTY

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 24-25 on second reading:

AN ORDINANCE CREATING CHAPTER 7-14 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE REGULATION OF BUSINESSES ENGAGED IN MOTOR VEHICLE PARKING ON PRIVATE PROPERTY; PROVIDING REQUIREMENTS FOR SIGNAGE FOR CERTAIN PARKING FACILITIES; PROVIDING REQUIREMENTS FOR INVOICES FOR CERTAIN PARKING CHARGES; PROHIBITING THE ASSESSMENT OF A LATE FEE BEFORE A CERTAIN PERIOD; REQUIRING SUCH INVOICES TO INCLUDE A DISPUTE AND APPEAL METHOD; PROVIDING REQUIREMENTS FOR SUCH METHOD; REQUIRING A SPECIFIED GRACE PERIOD BEFORE PARKING CHARGES MAY BE INCURRED; PROHIBITING PERSONAL INFORMATION FROM BEING SOLD, OFFERED FOR SALE, OR TRANSFERRED FOR SALE BY SUCH OWNERS OR OPERATORS; PROVIDING AN EXCEPTION; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Section 715.075, Florida Statutes, amending certain provisions of state law regarding motor vehicle parking on private property, went into effect on July 1, 2024. Section 715.075, Florida Statutes, in part, requires that owners or operators of private property used for motor vehicle parking place signage on the private property that states that the property is not operated by a governmental entity, lists the rates for parking charges for violating the rules of the property owner or operator, provides a working phone number and an e-mail address to receive

inquiries and complains, and provides notice of the grace period and appeal process provided by 715.075(1)(d).

The City desires to adopt its own ordinance implementing the requirements of s. 715.075, F.S. This proposed City ordinance also regulates required private parking lot signage, as is explicitly allowed under s. 715.075(1)(a). The purpose of this ordinance is to regulate owners and operators of private parking used for motor vehicle parking to increase awareness that the lots are not owned by the City and that complaints and inquiries should be directed at the private parking lot owners and/or operators.

PRIOR ACTION:

November 13, 2025 - City Council voted to approve Proposed Ordinance No. 24-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/17/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Adam Cobb, City Attorney
Grace Parola, Assistant City Attorney

ATTACHMENTS:

1. Proposed Ordinance No. 24-25
2. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 24-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING CHAPTER 7-14 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE REGULATION OF BUSINESSES ENGAGED IN MOTOR VEHICLE PARKING ON PRIVATE PROPERTY; PROVIDING REQUIREMENTS FOR SIGNAGE FOR CERTAIN PARKING FACILITIES; PROVIDING REQUIREMENTS FOR INVOICES FOR CERTAIN PARKING CHARGES; PROHIBITING THE ASSESSMENT OF A LATE FEE BEFORE A CERTAIN PERIOD; REQUIRING SUCH INVOICES TO INCLUDE A DISPUTE AND APPEAL METHOD; PROVIDING REQUIREMENTS FOR SUCH METHOD; REQUIRING A SPECIFIED GRACE PERIOD BEFORE PARKING CHARGES MAY BE INCURRED; PROHIBITING PERSONAL INFORMATION FROM BEING SOLD, OFFERED FOR SALE, OR TRANSFERRED FOR SALE BY SUCH OWNERS OR OPERATORS; PROVIDING AN EXCEPTION; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature passed CS/CS/HB 271, amending certain provisions of state law regarding motor vehicle parking on private property, which became law effective July 1, 2024, and is codified at section 715.075, Florida Statutes; and

WHEREAS, the city has received numerous complaints from citizens that privately owned and operated parking lots appear to be operated by the city and lack transparency; and

WHEREAS, the city desires to adopt regulations that require privately-owned and operated parking lots to install signage that states the parking lot is not operated by the city; and

WHEREAS, section 715.075(1)(a), Florida Statutes, explicitly states that municipalities can regulate such signage on privately-owned and operated parking lots; and

WHEREAS, the city seeks to regulate owners and operators of private property used for motor vehicle parking by incorporating F.S. section 715.075 into its local code of ordinances.

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

SECTION 1. Section 7-14-1 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

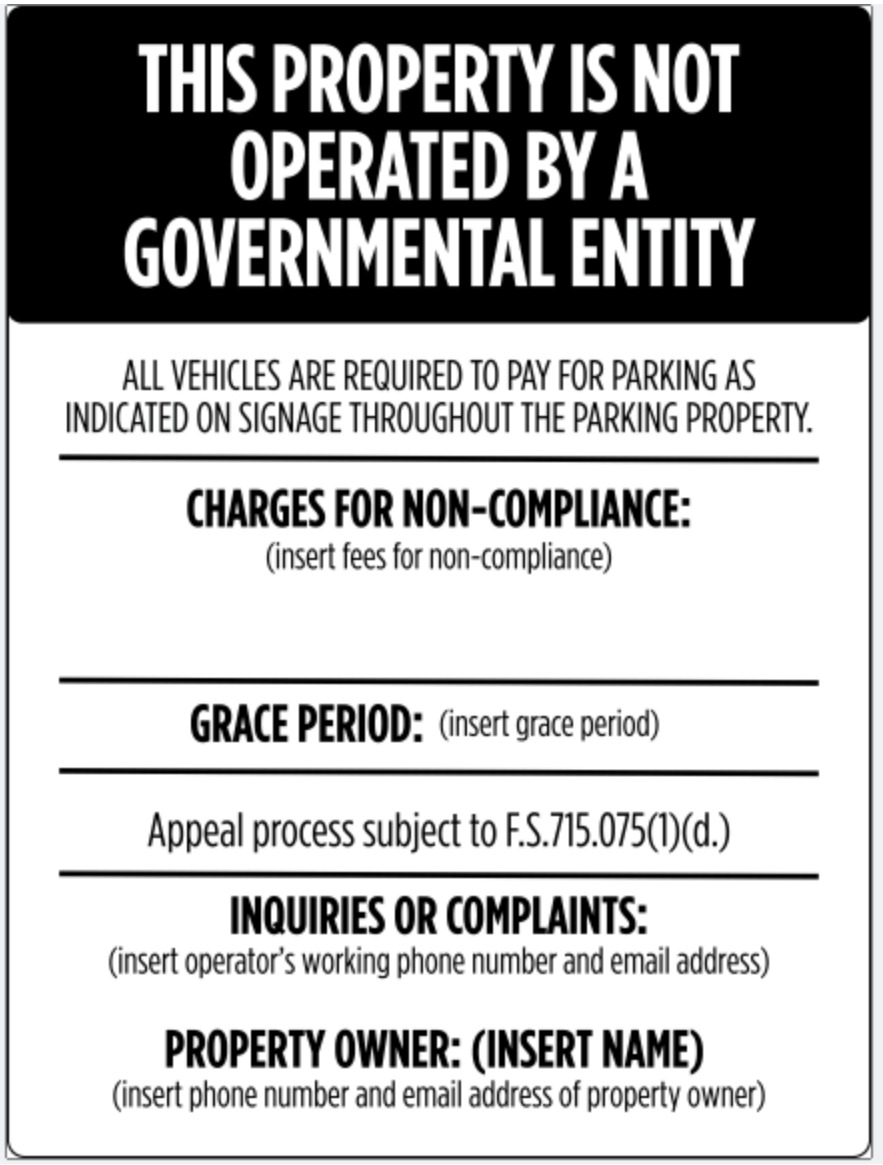
Sec. 7-14-1. – Private property used for motor vehicle parking; required signage.

In accordance with F.S. section 715.075(1)(a), the owner or operator of a private property used for motor vehicle parking may establish rules and rates that govern private persons parking motor vehicles on such private property. Such rules and rates may include parking charges for violating the property owner's or operator's rules. The owner or operator of a private property used for motor vehicle parking must place signage at each entrance outside of the public right-of-way of the property used for motor vehicle parking. The required signage must be a black and white 18-inch by 24-inch sign that conforms to the example shown in Figure 7-14-1 below. The private property owner or operator may not use the logo of the City of Pensacola or a logo that resembles it on any signage. The text of the signs shall clearly display all of the following information:

(1) In uppercase letters in 145-point Gotham Condensed Bold font, the words "THIS PROPERTY IS NOT OPERATED BY A GOVERNMENTAL ENTITY";
(2) In uppercase letters not less than 80-point Gotham Condensed Bold font, the words "CHARGES FOR NON-COMPLIANCE" followed by the rates for parking charges for violating the rules of the property owner or operator;
(3) In uppercase letters not less than 80-point Gotham Condensed Bold font, the words "INQUIRIES AND COMPLAINTS" followed by the lot operator's working phone number and e-mail address to receive inquiries and complaints;
(4) In uppercase letters not less than 80 point Gotham Condensed Bold font, the words "GRACE PERIOD" followed by the applicable grace period;
(5) In letters not less than 72-point Gotham Condensed font, the words "Appeal process subject to F.S. 715.075(1)(d.)"; and
(6) In uppercase letters not less than 80-point Gotham Condensed Bold font, the words "PROPERTY OWNER" followed by the name, phone number, and email address of the private property owner.

The owner or operator of private property used for motor vehicle parking shall provide access to the mayor or designee to inspect the required signs.

Figure 7-14-1



SECTION 2. Section 7-14-2 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-14-2. – Requirements for invoices for parking charges.

(a) In accordance with F.S. section 715.075(1)(b), an invoice for parking charges issued under this chapter must include the following statement in uppercase type:

THIS NOTICE IS PRIVATELY ISSUED, IS NOT ISSUED BY A GOVERNMENTAL AUTHORITY, AND IS NOT SUBJECT TO CRIMINAL PENALTIES.

(b) In accordance with F.S. section 715.075(1)(c), an invoice for parking charges issued for violating the rules of the property owner or operator must be placed on the motor vehicle in a prominent location or mailed within five business days of the violation. The owner or operator of a private property used for motor vehicle parking may not assess a late fee until expiration of the 15-day period following the denial of any appeal filed pursuant to paragraph (c) or for a period of at least 30 days after the invoice is placed on the motor vehicle or the postmarked date of the mailing, whichever is later.

(c) In accordance with F.S. section 715.075(1)(d), an invoice for parking charges issued under this section must include a method to dispute and appeal the invoice by a party who believes they have received the invoice in error.

(d) An invoice for parking charges issued under this section may not contain the logo of the City of Pensacola or a logo that resembles it.

Paragraphs (b) and (c) of this section do not apply to an owner or operator of a theme park or entertainment complex as defined in F.S. section 509.013(9).

SECTION 3. Section 7-14-3 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-14-3. – Grace period required.

In accordance with F.S. section 715.075(3), the owner or operator of a private property used for motor vehicle parking must allow a grace period of at least 15 minutes upon entrance to such property before any parking charges may be incurred, provided that the motor vehicle does not park during that time.

SECTION 4. Section 7-14-4 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-14-4. – Prohibition on the sale of personal information.

In accordance with F.S. section 715.075(5), an owner or operator of a private property used for motor vehicle parking may not sell, offer to sell, or transfer to another person for sale any personal information obtained from a party using the private property for parking services.

SECTION 5. Section 7-14-5 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-14-5. – Exceptions.

Pursuant to F.S. section 715.075(4), this chapter does not apply to an owner or operator of a lodging park, mobile home park, or recreational vehicle park as those terms are defined in F.S. section 513.01, provided that the terms of tenancy and parking within

such park are established by rules and regulations of the park pursuant to F.S. section 513.117 or within a rental agreement between the owner or operator of the park and operator of the motor vehicle.

SECTION 6. Section 7-14-6 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-14-6. – Enforcement; penalties.

(a) If at any time a property owner or operator shall fail or refuse to comply with, or otherwise violates, any provision of this chapter, such property owner or operator shall be subject to prosecution under the city's code enforcement system, in accordance with chapter 13-2.

The foregoing does not preclude or otherwise limit the city or other law enforcement agencies from any action as necessary to assure compliance with all applicable laws.

SECTION 7. 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 8. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall take effect on the expiration of the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

SECTION 10. Owners and operators of existing private parking lots have 90 days from the effective date of this ordinance to replace existing signage or install compliant signage.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

City of
Pensacola
Florida

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Pensacola website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: P.O. No. AN ORDINANCE CREATING CHAPTER 7-14 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE REGULATION OF BUSINESSES ENGAGED IN MOTOR VEHICLE PARKING ON PRIVATE PROPERTY; PROVIDING REQUIREMENTS FOR SIGNAGE FOR CERTAIN PARKING FACILITIES; PROVIDING REQUIREMENTS FOR INVOICES FOR CERTAIN PARKING CHARGES; PROHIBITING THE ASSESSMENT OF A LATE FEE BEFORE A CERTAIN PERIOD; REQUIRING SUCH INVOICES TO INCLUDE A DISPUTE AND APPEAL METHOD; PROVIDING REQUIREMENTS FOR SUCH METHOD; REQUIRING A SPECIFIED GRACE PERIOD BEFORE PARKING CHARGES MAY BE INCURRED; PROHIBITING PERSONAL INFORMATION FROM BEING SOLD, OFFERED FOR SALE, OR TRANSFERRED FOR SALE BY SUCH OWNERS OR OPERATORS; PROVIDING AN EXCEPTION; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Pensacola is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Pensacola hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance incorporates the requirements of s. 715.075, F.S., into the City code. Section 715.075, F.S. in summary, requires that owners or operators of private property used for motor vehicle parking place signage on the private property that states that the property is not operated by a governmental entity, lists the rates for parking charges for violating the rules of the property owner or operator, provides a working phone number and an e-mail address to receive inquiries and complains, and provides notice of the grace period and appeal process provided by 715.075(1)(d). This ordinance additionally regulates required private parking lot signage, as is explicitly allowed under s. 715.075(1)(a).

The purpose of this ordinance is to regulate owners and operators of private parking used for motor vehicle parking to increase awareness that certain parking lots are not owned by the City and that complaints and inquiries should be directed at the private parking lot owners and/or operators. This ordinance benefits the public welfare by increasing transparency.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Pensacola, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Pensacola regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The direct compliance costs that businesses may reasonably incur include the production cost of the signage required under the ordinance and the cost of installing such signage. Additionally, there may be costs associated with removing existing signage that is not compliant with the ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Approximately 4 businesses

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of Pensacola staff solicited comments from businesses in the City of Pensacola as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of Pensacola website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

File #: 25-1599 Agenda Conference 12/8/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

REVISED PROPOSED ORDINANCE NO. 22-25 - AMENDING SECTION 2-3-1 - DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY

RECOMMENDATION:

That City Council adopt Revised Proposed Ordinance No. 22-25 on second reading:

AN ORDINANCE AMENDING SECTION 2-3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Currently, City Ordinance stipulates that any City-owned tangible personal property, such as obsolete furnishings, filing cabinets, desks, conference tables, office chairs, computers/printers/scanners, vehicles and motorized equipment, etc. which, regardless of age, had an original purchase price of more than $10,000 can only be disposed of by sale/auction unless the surplus item is declared to be waste or rubbish and is sent to the landfill or junkyard. Items with an original purchase price of less than $10,000 can be disposed of as waste, donated to charity, or sold.

The proposed ordinance revisions increase from $10,000 to $25,000 the threshold under which the method of disposal can be determined by the Mayor from among the three (3) approved disposal methods. Additionally, the proposed revisions would eliminate the purchase price threshold for vehicles. Additional revisions have been incorporated to reflect discussion at the October 23 City Council meeting prior to the item being withdrawn by the sponsor.

The current $10,000 ceiling is inconsistent with today’s economic environment. Given the

limited markets for surplus property inventory, a great deal of City property that could be donated to charity is currently being scrapped. Further, the inclusion of vehicles within the ceiling is, likewise, inconsistent with today's economic environment. By eliminating the purchase price ceiling on vehicles and increasing the ceiling on all other surplus property, more items could potentially be donated to local non-profits, allowing them to utilize City surplus property and vehicles in ways that advance the missions of the recipient non-profits and thereby benefit the local community.

The proposed revisions retain Council's role in establishing rules for disposal by ordinance, and they do not alter any regulations or finance department policies that set forth the requirements for declaring something to be surplus.

PRIOR ACTION:

October 23, 2025 - Proposed Ordinance No. 22-25 was originally presented on first reading and, following Council's discussion, was withdrawn by the sponsor.

November 13, 2025 - City Council voted to approve Proposed Ordinance No. 22-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

Revenue to the City from the sale of surplus property varies greatly from year-to-year depending on the volume and types of items surplused. Total revenue from the sale of surplus property, inclusive of vehicles, in FY25 was $169,500. It is difficult to predict the impact donating more items to charity will have on revenue because of the year-to-year variance in quantity, type and quality of surplused items. Upon adoption of this revised ordinance by City Council, staff will be instructed to evaluate the estimated sale value of surplused items, with sale being the preferred method of disposal for high-value items and donation being the preferred method of disposal for medium- and low-value items as compared to other surplused items of the same type.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Interim City Administrator
Kia Goldsmith, Assistant City Attorney

ATTACHMENTS:

1. Proposed Ordinance 22-25 - Disposal of Surplus Tangible Personal Property ORIGINAL
2. Proposed Ordinance 22-25 - Disposal of Surplus Tangible Personal Property REVISED
3. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 22-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-3-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 2-3-1. Disposal of surplus tangible personal property.

Upon determination by the Mayor that any tangible personal property owned by the City is surplus, obsolete, unrepairable, unnecessary, unsuitable, or otherwise no longer useful, the Mayor may dispose of such property as waste or rubbish, ~~which has no substantial value~~ may donate the property to one or more local charitable organizations registered with the State of Florida, or may sell the property~~,~~ by auction~~,~~ for fair consideration. Any item other than a motor vehicle with an original purchase price of $25,000.00 or more must be disposed of by auction, unless otherwise disposed of as waste or rubbish. In the case of motor vehicles being retired from the City fleet, regardless of original purchase price, the Mayor may donate said vehicles to one or more local charitable organizations registered with the State of Florida, provided said organization(s) submit evidence of an intent to use all donated vehicles to provide programming or otherwise advance the mission of the organization ~~If the item had an original purchase price of $10,000.00 or a lesser amount, the mayor may dispose of such property by appropriate methods other than by auction~~.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

PROPOSED
ORDINANCE NO. 22-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 2-3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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Upon determination by the Mayor that any tangible personal property owned by the City is surplus, obsolete, unrepairable, unnecessary, unsuitable, or otherwise no longer useful, the Mayor may dispose of such property as waste or rubbish, ~~which has no substantial value~~ may donate the property to one or more local charitable organizations registered with the State of Florida, or may sell the property~~,~~ by auction~~,~~ for fair consideration. Any item of tangible personal property with an original value of $25,000.00 or more must be disposed of by auction, unless otherwise disposed of as waste or rubbish. In the case of motor vehicles being retired from the City fleet, regardless of original value, the Mayor may order disposal by any of the three (3) approved disposal methods, including donation to one or more local charitable organizations registered with the State of Florida, provided said organization(s) submit evidence of an intent to use all donated vehicles to provide programming or otherwise advance the mission of the organization. For purposes of this section, 'original value' shall mean the acquisition cost as reflected in City purchasing or accounting records. If such records are unavailable, or in the case of a donated item, the original value shall be determined by the City Finance Director or designee based on comparable market information, manufacturer's suggested retail price at time of acquisition, or other reliable documentation. ~~If the item had an original purchase price of $10,000.00 or a lesser amount, the mayor may dispose of such property by appropriate methods other than by auction.~~

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.

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Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

City of
Pensacola
Florida

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Pensacola website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Revised Proposed Ordinance No 22-25 – Amending Section 2-3-1 – Disposal of Surplus Tangible Personal Property

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Pensacola is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

City of
Pensacola
Florida

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Pensacola hereby publishes the following information:

1. The proposed ordinance makes revisions to existing City ordinance on disposal of tangible personal property owned by the City. The public purpose of the proposed revisions is to allow the Mayor to dispose of more surplus City tangible personal property via donation to local charitable organizations vs. disposal as rubbish/junk or by sale via auction if/when it is determined that the community benefit of continued utility of the item by local charities is greater than the likely revenue generated by sale of the item.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Pensacola, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur; **NONE**
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible **NONE**; and
(c) An estimate of the City of Pensacola regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **NONE**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **NONE**

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of Pensacola staff solicited comments from businesses in the City of Pensacola as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of Pensacola website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

File #: 25-1581 Agenda Conference 12/8/2025

DISCUSSION

SPONSOR: Charles Bare, Council Member

SUBJECT:

DISCUSSION -- CREATING A CITIZEN COMMISSION TO PLAN OUR CELEBRATION OF THE 250TH ANNIVERSARY OF THE UNITED STATES

RECOMMENDATION:

That City Council and the Mayor hold a discussion regarding the possibility of creating a citizen's commission to assist in planning the 250th Anniversary Celebration of the United States.

SUMMARY:

On July 4, 2026, the United States will celebrate the 250th Anniversary of the signing of the Declaration of Independence. This discussion item introduces the possibility of creating a citizen's commission to assist in the planning of this celebration for the City.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No