



City of Pensacola

Agenda Conference

Agenda

Monday, June 13, 2022, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

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

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

ROLL CALL

PRESENTATION ITEMS

1. [22-00667](#) PRESENTATION FROM WOOD AND FDOT DISTRICT 3 ADMINISTRATION REGARDING THE CARPENTERS CREEK PROJECT AT THE WATERFORD

Recommendation: That City Council receive a presentation from the Carpenters Creek Restoration Consultant Wood and Administration from FDOT District 3.

Sponsors: Sherri Myers
2. [22-00666](#) PRESENTATION FROM RAND HICKS - PARKS AND RECREATION BOARD UPDATE

Recommendation: That City Council receive a presentation from Rand Hicks, Chair of the Parks and Recreation Board providing an update on Board activity.

Sponsors: Ann Hill

REVIEW OF CONSENT AGENDA ITEMS

3. [22-00454](#) CITY OF PENSACOLA HOUSING DEPARTMENT PUBLIC HOUSING AGENCY (PHA) ANNUAL PLAN FY 2022-2023

Recommendation: That City Council approve the Public Housing Agency (PHA) Annual Plan of the Housing Choice Voucher Program for Fiscal Year 2022-2023 for submission to the U.S. Department of Housing and Urban Development (HUD). Further, that the City Council authorize the Mayor to execute all documents relating to the Plan's submission and program's administration.

Sponsors: Grover C. Robinson, IV

Attachments: [City of Pensacola Housing Department Public Housing Agency \(PHA\)](#)

4. [22-00632](#) AWARD OF FIVE YEAR CONTRACT TO WARREN AVERETT, LLC FOR REQUEST FOR PROFESSIONAL AUDITING SERVICES
- Recommendation:** That City Council enter into a five (5) year contract with Warren Averett, LLC for Professional Auditing Services. Further, that City Council authorize the City Council President to take all actions necessary to negotiate and execute the contract, as well as approve and execute the annual letters of engagement.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [May 31, 2018 Contract for Auditing Services.pdf](#)
5. [22-00464](#) AWARD OF BID NO. 22-042 OSCEOLA GOLF COURSE DRAINAGE & FEMA IMPROVEMENTS
- Recommendation:** That City Council award Bid No. 22-042 Osceola Golf Course - FEMA Repairs Project to Empire Builders Group, Inc., the lowest responsive and responsible bidder with a base bid of \$584,056.34 plus a 20% contingency in the amount of \$116,811.27 for a total amount of \$700,867.61. Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Bid Tabulation, Bid No. 22-042](#)
[Final Vendor Reference List, Bid No. 22-042](#)
6. [22-00491](#) AWARD OF CONTRACT - ITB NO. 22-017 - ESCALATORS MODERNIZATION AT PENSACOLA INTERNATIONAL AIRPORT - KONE INC.
- Recommendation:** That City Council award Bid No. 22-017 for Escalator Modernization at Pensacola International Airport, to KONE Inc. of Spanish Fort, Alabama, with a base bid of \$998,845.00, plus a 10% contingency of \$99,884.50, for a total of \$1,098,729.50. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [ITB No. 22-017 Tabulation of Bids](#)
[ITB 22-017 No. Final Vendor Reference List](#)

7. [22-00628](#) AWARD PROPOSALS FROM ENGINEERED COOLING SERVICES FOR INSTALLATION OF NEEDLEPOINT BIPOLAR IONIZATION UNITS AT CITY HALL AND THE PENSACOLA POLICE DEPARTMENT (PPD).
- Recommendation:** That City Council approve contracting with Engineered Cooling Services for the installation of Needlepoint Bipolar Ionization units by means of the National Cooperative Purchasing Alliance (NCPA) Contract 2022-8735694369 in the amount of \$132,815 for City Hall and NCPA Contract 2022-6909862297 in the amount of \$84,006 for the Pensacola Police Department. Further, that City Council authorize the Mayor to execute the installation proposals and take all actions necessary to complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [City Hall - Installation Proposal](#)
[Pensacola Police Department - Installation Proposal](#)
8. [22-00673](#) MAYORAL APPOINTMENTS - DOWNTOWN IMPROVEMENT BOARD (DIB)
- Recommendation:** That City Council affirm the Mayor's appointment of Nathan Holler and reappointment of Jean Pierre N'dione to the Downtown Improvement Board (DIB) for a term of three (3) years expiring June 30, 2025.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Resume - Nathan Holler](#)
[Application of Interest - Jean Pierre N'dione](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

9. [22-00481](#) PUBLIC HEARING - PROPOSED AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT- AND TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY
- Recommendation:** That City Council conduct the first of two required public hearings on June 16, 2022 to consider the proposed amendment to the City's Comprehensive Plan specific to the Property Rights Element and transmittal to the Department of Economic Opportunity for review.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 27-22](#)
[Planning Board Minutes November 9, 2021](#)

10. [27-22](#) PROPOSED ORDINANCE NO. 27-22 - PROPOSED AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT
- Recommendation:** That City Council approve Proposed Ordinance No. 27-22 on first reading.
- AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, PROPERTY RIGHTS ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 27-22](#)
[Planning Board Minutes November 9, 2021](#)
11. [22-00485](#) PUBLIC HEARING - PROPOSED AMENDMENT TO THE COMPREHENSIVE PLAN -COASTAL MANAGEMENT ELEMENT - AND TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY
- Recommendation:** That City Council conduct the first of two required public hearings on June 16, 2022 to consider the proposed amendment to the City's Comprehensive Plan specific to the Coastal Management Element and transmittal to the Department of Economic Opportunity for review.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 29-22](#)
[Planning Board Minutes April 12 2022 - DRAFT](#)
12. [29-22](#) PROPOSED ORDINANCE NO. 29-22 - PROPOSED AMENDMENT TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT
- Recommendation:** That City Council approve Proposed Ordinance No. 29-22 on first reading.
- AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, COASTAL MANAGEMENT ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 29-22](#)
[Planning Board Minutes April 12 2022 - DRAFT](#)

13. [22-00663](#) CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF ADRIAN STILLS AS PARKS AND RECREATION DIRECTOR FOR THE CITY OF PENSACOLA.
- Recommendation:* That City Council consent to the Mayor's appointment of Adrian Stills as Parks and Recreation Director of the City of Pensacola in accordance with the City Charter Section 4.01(a)(7).
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Parks & Recreation Director Application-Adrian Stills](#)
14. [22-00648](#) APPOINTMENT - PARKS AND RECREATION BOARD
- Recommendation:* That City Council appoint one individual to the Parks and Recreation Board to fill an unexpired term ending March 31, 2025.
- Sponsors:* Ann Hill
- Attachments:* [Member List](#)
[Application of Interest - Del Sherburne](#)
[Nomination Form - Del Sherburne](#)
[Nomination Form - Morgan Tufto](#)
[Application of Interest - Morgan Tufto](#)
[Ballot](#)
15. [22-00674](#) EXTENSION OF THE DOCKLESS SHARED MICROMOBILITY PILOT PROGRAM OPERATING AGREEMENT AND PERMIT WITH BIRD RIDES, INC.
- Recommendation:* That City Council approve extending the dockless shared micromobility pilot program operating agreement and permit with Bird Rides, Inc. from July 18, 2022 through July 21, 2022.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Amendment to Bird Operating Agreement - Draft](#)
[Bird Operating Agreement – June 30, 2021](#)
[Ordinance No. 02-22 Amending Dockless Shared Micromobility Pilot](#)

16. [22-00635](#) LEASE AMENDMENT - MONUMENT TO WOMEN VETERANS INC.
LEASE FOR THE FORMER AMTRAK BUILDING & PARKING LOT AND
CONFIRMATION OF LOCAL OPTION SALES TAX (LOST)
ALLOCATION CONDITION

Recommendation: That City Council approve the Amendment to the Lease with Monument to Women Veterans for the former Amtrak building and parking lot. Further, that City Council authorize the Mayor to take all actions necessary to execute the Amendment to the Lease. Finally, that City Council confirm that the \$40,000 currently allocated to the Monument to Women's Veterans Inc. is to be used only on the construction of the monument for eligible LOST expenses and that these funds may only be distributed if all the necessary funds have been confirmed to be raised for the construction of the monument.

Sponsors: Grover C. Robinson, IV

Attachments: [Amendment to Monument to Women Veterans Amtrak Lease - February 2022](#)
[Monument to Women Veterans Lease - fully executed](#)
[Council Approval of Negotiated Lease for Amtrak Station - 12-10-2021](#)
[9.8.21 City Council - Verbatim Transcript of Council Discussion regarding](#)

17. [22-00657](#) AMENDMENT TO THE INTERLOCAL AGREEMENT WITH ESCAMBIA
COUNTY FOR LIBRARY SERVICES

Recommendation: That City Council approve the Amendment to Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement as amended.

Sponsors: Grover C. Robinson, IV

Attachments: [Amendment to Interlocal Agreement for Library Services - Draft](#)
[Interlocal Agreement for Library Services - July 19, 2013](#)

18. [2022-065](#) RESOLUTION NO. 2022-065 - ESTABLISHING THE CITY COUNCIL
DISCRETIONARY FUND POLICY

Recommendation: That City Council adopt Resolution No. 2022-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA; AMENDING THE POLICIES OF THE CITY
COUNCIL AND ESTABLISHING THE DISCRETIONARY FUND
POLICY; PROVIDING SEVERABILITY; PROVIDING FOR
REPEALER; PROVIDING AN EFFECTIVE DATE.

Sponsors: Jared Moore

Attachments: [Resolution No. 2022-065](#)
 [Policy 3.28 - City Council Discretionary Fund Policy](#)
 [Council Discretionary Fund Agreement \(Attachment 2\)](#)

19. [2022-059](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-059 - EMPLOYEE
MORALE FUND

Recommendation: That City Council adopt Supplemental Budget Resolution No.
2022-059.

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

Attachments: [Supplemental Budget Resolution No. 2022-059](#)
 [Supplemental Budget Explanation No. 2022-059](#)

20. [2022-062](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-062 - DOCKLESS
SHARED MICROMOBILITY PILOT PROGRAM PERMIT FEES

Recommendation: That City Council adopt Supplemental Resolution No. 2022-062.

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

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2022-062](#)
 [Supplemental Budget Explanation No. 2022-062](#)

21. [2022-052](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-052 - FEDERAL LAW ENFORCEMENT TRUST FUND PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT
- Recommendation:* That City Council adopt Supplemental Budget Resolution No. 2022-052.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2022-052](#)
 [Supplemental Budget Explanation No. 2022-052](#)
 [Letter of Certification Resolution No. 2022-052](#)
22. [2022-058](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-058 - PORT OF PENSACOLA -CEMEX ENGINEERING FUNDING
- Recommendation:* That City Council adopt supplemental Budget Resolution No. 2022-058
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2022-058](#)
 [Supplemental Budget Explanation No. 2022-058](#)
23. [28-22](#) PROPOSED ORDINANCE NO. 28-22 - BAARS PARK DEVELOPMENT
- Recommendation:* That City Council approve Proposed Ordinance No. 28-22 on first reading:
- Sponsors:* Jared Moore
- Attachments:* [Proposed Ordinance No. 28-22](#)
 [Tree Canopy Study](#)

24. [25-22](#) PROPOSED ORDINANCE NO. 25-22 AMENDMENT TO CITY CODE SECTION 4-3-97 - SANITATION COLLECTION FEE AND THE SANITATION EQUIPMENT SURCHARGE
- Recommendation:* That City Council approve Proposed Ordinance No. 25-22 on first reading:
- AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; AND ADDING ADDITIONAL FEES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 25-22](#)
[Geosyntec, LLC Rate Study Report Final](#)
[Pensacola Pro Forma Final](#)
25. [26-22](#) PROPOSED ORDINANCE NO. 26-22 - RENEWAL OF AUTHORIZATION AND APPROVAL OF THE LIBRARY MUNICIPAL SERVICES TAXING UNIT (MSTU) WITHIN THE CITY LIMITS
- Recommendation:* That City Council adopt Proposed Ordinance No. 26-22 on second reading:
- AN ORDINANCE PROVIDING FOR THE RENEWAL OF AUTHORIZATION AND APPROVAL OF THE APPLICATION OF THE MUNICIPAL SERVICES TAXING UNIT FOR LIBRARY SERVICES WITHIN THE CITY LIMITS OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 26-22](#)
[Ordinance No. 27-12 – Authorizing and Approving the Library Municipi](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

26. [22-00629](#) QUARTERLY FINANCIAL REPORT - SIX MONTHS ENDING MARCH 31, 2022 (UNAUDITED) - FINANCE DIRECTOR AMY LOVOY
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Financial Report - Six Months Ending March 31, 2022 \(Unaudited\).pdf](#)
[Financial Report Presentation - Six Months Ending March 31, 2022 \(](#)

READING OF ITEMS FOR COUNCIL AGENDA**COMMUNICATIONS****CITY ADMINISTRATOR'S COMMUNICATION****CITY ATTORNEY'S COMMUNICATION****CITY COUNCIL COMMUNICATION****ADJOURNMENT**

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00667

City Council

6/16/2022

PRESENTATION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

PRESENTATION FROM WOOD AND FDOT DISTRICT 3 ADMINISTRATION REGARDING THE CARPENTERS CREEK PROJECT AT THE WATERFORD

REQUEST:

That City Council receive a presentation from the Carpenters Creek Restoration Consultant Wood and Administration from FDOT District 3.

SUMMARY:

Recently questions have arisen regarding the bank stabilization project on Carpenters Creek at the Waterford. This presentation allows for the Council to hear from the Carpenters Creek Restoration Consultant (Wood) as well as representatives from FDOT, District 3, to provide an update and explanation.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00666

City Council

6/16/2022

PRESENTATION ITEM

FROM: City Council President Ann Hill

SUBJECT:

PRESENTATION FROM RAND HICKS - PARKS AND RECREATION BOARD UPDATE

REQUEST:

That City Council receive a presentation from Rand Hicks, Chair of the Parks and Recreation Board providing an update on Board activity.

SUMMARY:

This presentation provides an update from the Chair of the Parks and Recreation Board, discussing recent board activities.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00454

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

CITY OF PENSACOLA HOUSING DEPARTMENT PUBLIC HOUSING AGENCY (PHA) ANNUAL PLAN FY 2022-2023

RECOMMENDATION:

That City Council approve the Public Housing Agency (PHA) Annual Plan of the Housing Choice Voucher Program for Fiscal Year 2022-2023 for submission to the U.S. Department of Housing and Urban Development (HUD). Further, that the City Council authorize the Mayor to execute all documents relating to the Plan's submission and program's administration.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola Housing Department, as a Public Housing Agency (PHA), is required by the Quality Housing Work Responsibility Act of 1998 to develop and submit an Annual Plan stating the PHA's mission, goals, objectives, and progress in serving the needs of the community.

Input for the Plan preparation was gathered from the Resident Advisory Board survey, held during March 2022. A public hearing was held on May 18, 2022. All participant comments were considered in the Plan preparation and are included.

The Plan must be approved by the governing board of the PHA in accordance with approved program requirement. Certifications of Compliance must be signed by the authorized official. The approved Plan and Certifications must be submitted to HUD by July 18, 2022.

PRIOR ACTION:

July 15, 2021 - City Council approved the PHA Annual Plan for FY 2021-2022 for the Housing Choice Voucher Program

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/20/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) City of Pensacola Housing Department Public Housing Agency (PHA) Annual Plan FY 2022-2023

PRESENTATION: No

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A. PHA Information																																		
A.1	PHA Name: City of Pensacola Housing Department PHA Plan for Fiscal Year Beginning: (MM/YYYY): 10/2022 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs): 2,238 HCVs, 50 NED, 203 VASH PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission			PHA Code: FL092																														
Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. A copy of the PHA 2022 Annual Plan is available for public review in the lobby of the Pensacola Housing Department at 420 W Chase Street and online at cityofpensacola.com/198/Plans; or will be provided electronically upon request. Comments were accepted between 4/1/22 and 5/15/22 via submission to the Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521; or by hand-delivery to the Housing Department dropbox at 420 W Chase Street; by fax to Dawn Corrigan at 850-595-0113; or by email to dcorrigan@cityofpensacola.com. A Public Hearing was held on Wednesday May 18, 2022 at 4 PM in the Vince Whibbs Room, Pensacola City Hall at 222 W Main Street Pensacola, FL 32502. ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below) <table border="1"> <thead> <tr> <th>Participating PHAs</th> <th>PHA Code</th> <th>Program(s) in the Consortia</th> <th>Program(s) not in the Consortia</th> <th>No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td>Lead HA:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																								
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																														
Lead HA:																																		

B:	Plan Elements.				
B.1	Revision of Existing PHA Plan Elements. a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Operation and Management. ☐ ☒ Informal Review and Hearing Procedures ☐ ☒ Homeownership Programs. ☐ ☒ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s):				
B.2	New Activities. – Not Applicable				
B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan. See attachment B.3.				
B.4	Capital Improvements. – Not Applicable				
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N N/A ☐ ☒ ☐ (b) If yes, please describe:				
C:	Other Document and/or Certification Requirements.				
C.1	Resident Advisory Board (RAB) Comments (a) Did the RAB(s) have comments to the PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See attachment C.1				
C.2	Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See attachment C.2.				
C.3	Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See attachment C.3.				

C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.
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D. Affirmatively Furthering Fair Housing (AFFH).

D.1	Affirmatively Furthering Fair Housing (AFFH). Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u> Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u> Fair Housing Goal:
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Describe fair housing strategies and actions to achieve the goal

Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV-Only PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

- A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements. All PHAs must complete this section. (24 CFR §903.11(c)(3))

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

B.2 New Activities. This section refers to new capital activities which is not applicable for HCV-Only PHAs.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))

B.4 Capital Improvements. This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.2 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its

own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low-income, very low-income, and extremely low-income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

City of Pensacola Housing Department

Streamlined Annual PHA Plan for FY 2023 (*HCV Only PHAs*)

Plan Elements

Statement of Housing Needs and Strategy for Addressing Housing Needs

Like many areas of the country, Escambia County, FL has experienced significant pressures on its housing market and on housing availability during the COVID pandemic. In HUD Notice PIH 2021-34, "Expedited Regulatory Waivers for the Public Housing and Housing Choice Voucher (including Mainstream and Mod Rehab) Programs," published on December 9, 2021, HUD identified the Pensacola-Ferry Pass-Brent FL FMR Area as one of 227 jurisdictions experiencing "significant rental market fluctuations" in the aftermath of the pandemic. This has affected our entire community but has a particularly deleterious effect on low-income, very low-income, and extremely low-income families.

Voucher households of all sizes reported unprecedented difficulty finding housing units in 2021, and partner agencies including Opening Doors Northwest Florida and Legal Services of North Florida confirmed these difficulties were experienced across the community. All household sizes are affected by these challenges, as well as by the difficulties posed by our rapidly rising rents, but single-member households, many of whom are elderly, disabled, or both, are particularly vulnerable.

Single-member households are the most common household size on Pensacola Housing's voucher programs; as of this writing, 47% of the families under active HAP contract on Pensacola Housing's programs are single-member households. And of those households, 59% of them are overhoused in units with two or more bedrooms.

Historically, this overhousing has been possible because of Escambia County's modest housing costs and high vacancy rates; and it has been necessary because there aren't sufficient one-bedroom units available in the community to accommodate the single-member households. However, in our rapidly changing market, these households, many of whom rely on only a single, fixed income source such as an SSI benefit, are being squeezed particularly hard. Their landlords, often new investors drawn to the market by the accelerating rents, expect to receive current market rents, but the overhoused status of these tenants means the payment standard and utility allowance used to calculate the tenant rent are usually smaller than the unit size.

Therefore, although Pensacola Housing is still committed, as always, to maximizing our unit count utilization through housing new applicants, during the upcoming year we will also focus on stabilizing our active participants and reducing their rent burden, in accordance with messaging from HUD that started in October 2020 with Notice PIH 2020-29, "Guidance for Running an Optimized Housing Choice Voucher Program" and continued through March 2022 with Notice PIH 2022-04, "Expedited Regulatory Waivers for the Public Housing and Housing Choice Voucher (including Mainstream and Mod Rehab) Programs."

In accordance with this guidance, in March 2022, Pensacola Housing received approval from HUD to use the following waivers:

- To set initial voucher terms and offer voucher extensions more liberally than the policies defined in our HCV Program Administrative Plan; and
- To apply higher payment standards on an Interim Reexamination, rather than having to wait for a client's next regularly scheduled Annual Reexam.

We also increased our HCV payment standards. Our goal is to apply the new, higher payment standards for all rent-burdened families effective June 1, 2022.

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions

Pensacola Housing encourages program applicants and participants to search for units that will meet their needs and provides information regarding the location of low-poverty census tracts, as well as web links to information about school districts, sheriff's office crime data and maps, and public transit routes. Pensacola Housing regularly reviews deconcentration data in accordance with the SEMAP indicator to determine the percent of tenant-based families with children that live within, or who have moved to, a low poverty census tract within the jurisdiction.

Pensacola Housing has an open waiting list and accepts a minimum of 50 applications monthly. The waiting list is served on a first come, first qualified basis. Applicants may wait a year or more before receiving a voucher. Pensacola Housing regularly evaluates and purges the waiting list to ensure continued interest in the voucher program. Vouchers are offered to applicants within program guidance and budget allocation.

Pensacola Housing gives preference to those families on the waiting list who are victims of federal- or state-declared natural disasters. Third-party verification of displacement may be required before a voucher is issued. In addition, federal guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low-income families. To ensure this goal is met, there may be occasions when Pensacola Housing will assist an extremely low income household from the waiting list before assisting a very low income household, even if the very low income household has been on the waiting list longer.

Some of the vouchers administered by Pensacola Housing have been allocated to assist specific populations; for example, non-elderly disabled families (NED) or homeless veterans (VASH). Pensacola Housing will follow HUD guidelines regarding the administration of these programs. At times this may result in a NED family receiving a voucher before other families from the Section 8 waiting list, or in a VASH family receiving a voucher before all families on the Section 8 waiting list.

Beyond ensuring that all the requirements stipulated above are met, Pensacola Housing does not utilize preferences on its HCV waiting list.

Financial Resources

Pensacola Housing's financial resources are limited to the funding allocated through the federal budget process and awarded annually in the Consolidated Annual Contributions Contract. Pensacola Housing's FY 2022 renewal funding consists of \$16,693,413. Our authorized budget authority to implement the EHV program is \$435,552.

Rent Determination

Pensacola Housing determines total tenant payment of rent in accordance with federal guidelines.

The Total Tenant Payment (TTP) is the minimum amount that a voucher household is required to pay toward rent and utilities, regardless of the unit selected. In Pensacola Housing's jurisdiction, TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income; or
- Pensacola Housing's minimum rent

Family share is the actual amount the family pays toward rent and utilities (with the utility cost based on Pensacola Housing's utility allowance, not on the family's actual utility bills). If the family selected a unit where the gross rent is higher than the payment standard, then the family share will be higher than the TTP.

Tenant rent is the portion of the contract rent paid by the assisted family. TTP will be the same regardless of the unit selected, whereas family share and tenant rent are dependent on the characteristics of the specific unit.

Pensacola Housing has established a minimum rent of \$50 for participants in its HCV programs. Minimum rent refers to the Total Tenant Payment, not the tenant rent, and means that Pensacola Housing expects program participants to pay a minimum of \$50 toward utilities and/or rent.

The minimum rent applies to all participants of Pensacola Housing's HCV programs. Any household subject to the minimum rent may petition for a temporary or long-term hardship waiver for one of the following reasons:

1. A recent death in the immediate family has occurred and no income was received into the household the previous month.
2. The household's out-of-pocket medical expenses equal or exceed 50% of the gross household income, and calculated rent, minus utility estimate if applicable, would be less than \$50.
3. The household has lost federal, state, or local government assistance or is waiting for an eligibility determination, and no income was received into the household the previous month.
4. The household income has decreased due to a change in circumstances, such as loss of employment, and no income was received into the household the previous month.

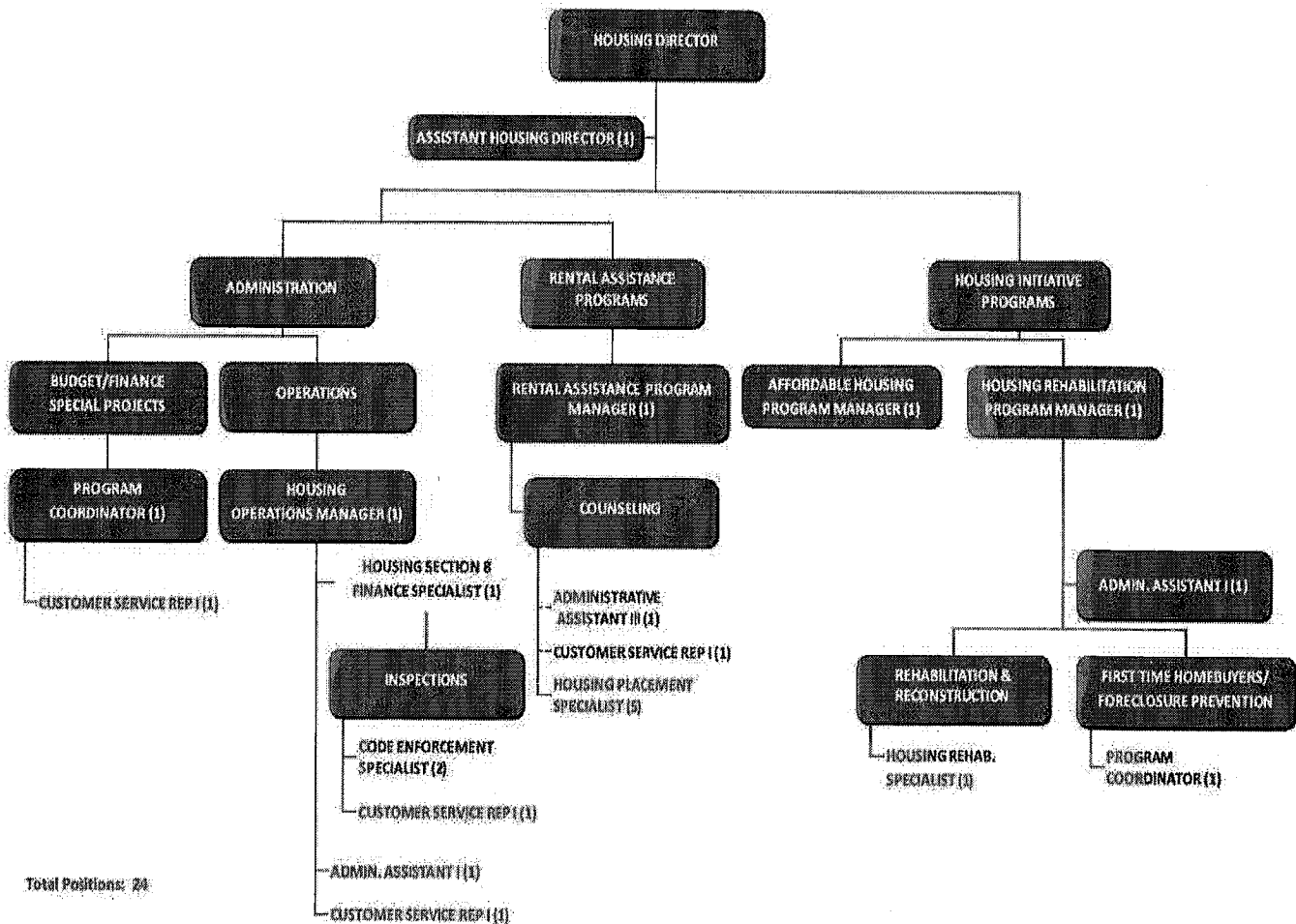
Operation and Management

Pensacola Housing administers the following programs:

- Housing Choice Voucher Program (HCV) throughout Escambia County FL
- HUD-VASH Program (VASH) throughout Escambia County FL
- Emergency Housing Voucher Program (EHV) throughout Escambia County FL
- State Housing Initiatives Partnership (SHIP) First-Time Home Buyers Program, in conjunction with Escambia County
- HOME Homebuyers Program, in conjunction with Escambia County
- First-time Homebuyers education classes
- Foreclosure Prevention education classes
- City of Pensacola Homebuyer Incentive Program within the City of Pensacola
- Community Development Block Grant Program
- Housing Rehabilitation Program within the City of Pensacola
- CDBG – CV Mortgage & Utility Assistance Program within the City of Pensacola

Here is the Pensacola Housing organization chart effective May 2022:

Housing



Informal Review and Hearing Procedures

Pensacola Housing uses the following procedures regarding informal reviews for applications who are denied assistance on its HCV programs, as defined in Chapter 22 of its HCV Program Administrative Plan:

22.2.1 Notice of Denial

When Pensacola Housing determines that an applicant is ineligible, the applicant will be notified of the decision in writing. The notification will state:

1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

When an application is denied because of criminal activity described in a criminal record, Pensacola Housing will, on request, provide the applicant a copy of the criminal record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

22.2.3 Informal Review Process

A request for an informal review must be submitted in writing to Pensacola Housing within 10 business days from the date of Pensacola Housing's notice of denial. An informal review will be scheduled within 10 business days from the date the review request is received.

The review will be conducted by a supervisory level staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both Pensacola Housing and the applicant may present evidence and witnesses.

The applicant may, at the applicant's own expense, be represented by an attorney or other representative.

Upon request, the applicant may be present at the review to provide information, though the applicant's presence is not required. At the discretion of Pensacola Housing, the review may also be conducted as a conference call.

An applicant may request a reasonable accommodation to participate in the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the services Pensacola Housing offers.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review, and shall include an explanation of the reasons for the decision.

All review requests, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

Pensacola Housing uses the following procedures regarding informal hearings for participants whose program assistance is terminated from its HCV programs, as defined in Chapter 22 of its HCV Program Administrative Plan:

22.3 Informal Hearings for Participants

Except for participants whose moving or port vouchers have expired, an opportunity for an informal hearing will always be provided when Pensacola Housing has made a determination to terminate assistance. In addition, Pensacola Housing will offer participant families an opportunity for an informal hearing to consider whether the following decisions relating to the participant family were made in accordance with the law, HUD regulations, and Pensacola Housing policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.
2. A determination of the appropriate utility assistance payment, if any, to assist toward tenant-paid utilities from Pensacola Housing's utility estimate schedule.
3. A determination of the family voucher size and payment standard under Pensacola Housing's subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Pensacola Housing policy and HUD rules.

Pensacola Housing will make reasonable accommodations to ensure that persons with disabilities have complete access to participate in the informal hearing process.

22.4 Informal Hearing Procedures

Pensacola Housing will adhere to the following procedures in conducting informal hearings.

22.4.1 Discovery

Before the hearing, the family will be given the opportunity to examine and photocopy any documents Pensacola Housing intends to present at the hearing. If Pensacola Housing doesn't make a document available for examination prior to the hearing, it may not rely on the document at the hearing.

Prior to the informal hearing, Pensacola Housing must also be given the opportunity to examine any documents the family intends to present that are directly relevant to the hearing. Pensacola Housing will be allowed to copy any such documents at Pensacola Housing's expense. If the family doesn't make a document available for examination prior to the hearing, the family may not rely on the document at the hearing.

For the purpose of an informal hearing, the term document includes records and regulations.

22.4.2 Representation of the Family

At its own expense, the family may be represented by a lawyer, advocate, or other representative.

22.4.3 Hearing Officer

The informal hearing shall be conducted by a Hearing Officer appointed by Pensacola Housing who is neither the person who made or approved the decision under review, nor a subordinate of that person. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the informal hearing procedures described in this section of the Pensacola Housing Administrative Plan.

22.4.4 Evidence

Pensacola Housing and the family will have the opportunity to present evidence and to question any witnesses. The family may request that Pensacola Housing staff be present at the hearing to answer questions pertinent to the case. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings.

22.4.5 Conduct of the Hearing

Only the issues subject to appeal, and raised by the participant in their notice of appeal, shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case. Relevance shall be determined by the hearing officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings, except that the hearing officer may exclude evidence that is irrelevant, immaterial, unduly repetitious, or fails to meet the following evidentiary principles:

1. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweigh the probative value of the information;
2. That the information is offered in violation of some public policy, such as evidence unlawfully obtained in violation of a family's legal or constitutional rights; or
3. That the information lacks competence or is not based on personal knowledge.

No documents may be presented at the hearing that weren't provided to the other party, if requested, before the hearing. "Documents" include all written records.

The hearing officer may ask the family for additional information and/or may adjourn the hearing as needed.

The hearing officer will not impose arbitrary limits on the length of time that a hearing may last, or the amount of time a specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. The hearing officer may impose such limits, but only as warranted for good cause, in which case the hearing officer should state the reasons for imposing the limits on the record and in the written decision.

22.4.6 Failure to Appear

If the family fails to appear at the informal hearing, or fails to meet a deadline imposed by the hearing officer, Pensacola Housing's decision shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to Pensacola Housing, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

22.4.7 Issuance of Decision

The hearing officer will issue a written decision within 10 business days from the date of the hearing. The decision will include:

1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for Pensacola Housing, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing;
3. A summary of the factual allegations and the Pensacola Housing action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the Hearing Officer's findings, conclusion, and decision;
7. A clear summary of the decision and explanation for the decision;
8. If the decision involves money owed, a clear statement of the amount owed, and documentation of how the amount owed was calculated;

9. The date the decision is effective; and

10. If the decision is to uphold termination of assistance, notice of the availability of judicial review. Such notice shall also indicate that time limitations for seeking judicial review may apply; that participants who seek judicial review must do so at their own expense; that neither the hearing officer nor Pensacola Housing can offer legal advice; and that participants who cannot afford an attorney may seek referral to a legal services provider such as Legal Services of North Florida, Inc.

22.4.8 Decisions Not Binding on Pensacola Housing

Pensacola Housing shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is required to be provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state, or local laws;
4. Exceeds the authority of the hearing officer; or
5. Involves issues not raised in the participant's appeal notice.

If Pensacola Housing determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the hearing officer's determination, and provide a summary of the reasons for Pensacola Housing's determination, and the results of it.

22.4.9 Recordkeeping

Pensacola Housing will record all informal hearings by electronic means.

If a party seeks to record any informal hearing by means other than audio/video recording, such as by stenographic transcription, the hearing officer will permit such alternative recording at the requesting party's expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record and in the written decision.

Pensacola Housing will provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

Pensacola Housing will safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than 5 years after the decision date. If a family's HCV program participation is terminated pursuant to the informal hearing decision, Pensacola Housing will keep the hearing recording for at least 5 years from the date of the last HAP payment made on the family's behalf.

Pensacola Housing will also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.

22.5 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigrant Status

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 business days of the right to appeal to the INS. Such an appeal must be filed with INS within 30 days of receipt of Pensacola Housing's decision. The applicant or participant may also request an informal hearing with Pensacola Housing. The request for a hearing must be made within 10 business days of receipt of Pensacola Housing's initial decision.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to Pensacola Housing, or Pensacola Housing may proceed to deny the application or terminate assistance.

After receipt of a request for an informal hearing, Pensacola Housing shall schedule and conduct the hearing in accordance with the procedures described in Section 22.4 above.

22.5.1 Ineligibility Determinations

If the hearing officer determines that the applicant or participant is not eligible, and there are no other eligible family members, Pensacola Housing will terminate assistance.

If there are eligible members in the household, Pensacola Housing will offer to pro-rate assistance, or give the family the option to remove the ineligible members.

Participants whose assistance is pro-rated (either because some members are ineligible, or because of the failure to verify eligible immigrant status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing regarding TTP and tenant rent determinations. Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or informal hearing in the same manner as terminations for any other fraud.

22.6 Hearing Officer Selection

Persons having no other affiliation with Pensacola Housing (that is, other than as hearing officers) shall serve as hearing officers for all informal hearings.

Pensacola Housing will make outreach to persons from the community with knowledge of contract law; Fair Housing law; landlord/tenant law; and/or regulations and processes governing federal and state benefit or assistance programs to serve as hearing officers for its voucher programs.

Homeownership Programs

Pensacola Housing does not currently offer a voucher-based HCV Homeownership program, though we plan to update our HCV Administrative Plan to allow us to offer one in the future.

Pensacola Housing does administer a State Housing Initiatives Partnership (SHIP) First-Time Home Buyers Program and a HOME Homebuyers Program, both in conjunction with Escambia County FL.

Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements

Although Pensacola Housing does not administer a formal Family Self-Sufficiency Program, historically each quarter several HCV families have reached the program goal of self-sufficiency, a trend that appears to be increasing in 2022, despite inflation and rising housing costs. Pensacola Housing staff coaches families who achieve this milestone on available homebuyer programs such as SHIP, HOME, and Habitat for Humanity.

Pensacola Housing's treatment of income changes resulting from welfare program requirements are as follows, as defined in section 16.6 of our HCV Administrative Plan in accordance with federal requirements:

16.6 Income Changes Resulting from Welfare Program Requirements

Pensacola Housing will not reduce the family share or tenant rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, Pensacola Housing will reduce the tenant rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

16.6.1 Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they are currently receiving benefits for welfare or public assistance from a state or public agency program that requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

16.6.2 Definition of "Imputed Welfare Income"

"Imputed welfare income" is an amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining tenant rent.

The amount of imputed welfare income is determined by Pensacola Housing, based on written information supplied to Pensacola Housing by the welfare agency, including:

1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency. The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction is imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

16.6.3 Verification Before Denying a Request to Reduce Rent

Before denying the family's request for rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements.

16.6.4 Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, the housing specialist or a supervisor will review the calculation for accuracy. If Pensacola Housing denies the family's request to modify the amount, Pensacola Housing will provide the tenant with a notice of denial, which will include:

1. An explanation for Pensacola Housing's determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be Pensacola Housing's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

Substantial Deviation

Pensacola Housing considers the following a substantial deviation from its 5-Year Plan:

- The addition of new activities that do not otherwise further Pensacola Housing's stated mission or further the goals set forth in the current 5-Year Plan.

An exception to this definition will be made for any new activities that are adopted to reflect changes in HUD regulatory requirements or as a result of a declared emergency. Such changes will not be considered a substantial deviation by Pensacola Housing.

Significant Amendment/Modification

Pensacola Housing considers the following a Significant Amendment or Modification to its 5-Year Plan:

- Addition of new program initiatives not included in the current 5-Year Plan.
- Demolition or disposition, designation or conversion activities not currently identified in the plan or otherwise approved by HUD.

An exception to this definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements or as a result of a declared emergency. Such changes will not be considered significant amendments or modifications by Pensacola Housing.

Attachment B.3 – Progress Report

PHA Goal: Increase the availability of decent, safe, and affordable housing.

1. Apply for additional rental vouchers.
Update: On May 7, 2021, HUD offered Pensacola Housing an allocation of 35 Emergency Housing Vouchers (EHVs). On May 13, 2021, Pensacola Housing accepted the allocation, and on August 2, 2021, Pensacola Mayor Grover Robinson signed the Services Contract (an expanded Memorandum of Understanding) between the City of Pensacola and Opening Doors Northwest Florida, our jurisdiction's CoC.
2. Leverage private or other public funds to create additional housing opportunities.
Update: The City of Pensacola has committed to create an attainable housing infill program to support homeownership. Municipally owned property will be made available to eligible applicants for the construction of owner-occupied housing.
During FY 2021, funding was leveraged from the state through the State Housing Initiatives Partnership (SHIP) program to assist 67 families reach the goal of homeownership.
The city's Community Development Block Grant funds provided homebuyer and foreclosure prevention educational classes to 55 families. CDBG funds assisted 6 families rehabilitate their homes, stabilizing the neighborhoods and ensuring a supply of attainable housing stock for the future.
3. Encourage landlords and owners to participate in the HCV programs.
Update: On February 24, 2022, Pensacola City Council approved an updated Pensacola Housing HCV Administrative Plan opening special housing types, including shared housing, to all eligible voucher holders. Previously, the special housing types had only been available to elderly and/or disabled households requiring a special housing type as a reasonable accommodation.

As part of the EHV program, our CoC partner, Opening Doors, has engaged in landlord recruitment activities including offering bonuses and additional security deposit funds to landlords who choose to rent to voucher holders.

PHA Goal: Improve the quality of assisted housing.

Update: In 2020 and 2021, Pensacola Housing's HQS inspections team conducted an assessment of the common area flooring in two local age-restricted LIHTC properties, Englewood Senior Apartments and Johnson Lake Apartments, when they noticed deterioration including cracking and buckling that posed possible safety hazards to the elderly and disabled residents. Since then, Pensacola Housing has worked with the properties on timelines and plans for correction. Work at Englewood Senior Apartments is now complete, and we anticipate work at Johnson Lake Apartments should be completed in calendar year 2022.

In addition, on December 28, 2021, Pensacola Housing received a report from a contractor about conditions in twelve Johnson Lake units, which the contractor found to be in serious disrepair. The units were not occupied by voucher holders, so Pensacola Housing encouraged the contractor to contact the Florida Housing Finance Corporation and the property owner about the conditions he had observed. Since that time, Pensacola Housing has observed some improvement of the management practices and conditions at the property.

PHA Goal: Promote self-sufficiency and asset development for individuals.

Update: Pensacola Housing continues to provide first-time homebuyer and foreclosure prevention classes on a semi-monthly basis. In addition, Housing staff advises voucher families who reach the program goal of self-sufficiency about homebuyer programs including the first-time homebuyer programs administered by the Housing Department, and Habitat for Humanity. Members of the rental assistance team are eager to offer our

clients an HCV Homeownership Program and we hope to have the necessary updates to the HCV Administrative Plan approved in calendar year 2022.

Attachment C.1 – Resident Advisory Board (RAB) Comments

In 2022, for the fourth year in a row, Pensacola Housing appointed all currently assisted HCV program participants to the Resident Advisory Board (RAB), forming a committee of the whole. Participants were notified of this appointment, and of their rights and responsibilities regarding the development of the PHA Plan, via an electronic or hard copy letter from our Housing Director sent on March 10 and March 14, 2022. The RAB was invited to participate in an online survey to share opinions and ideas, and demonstrate knowledge of the voucher program. We assured members that participation was voluntary and anonymous, and that the survey was accessible from an array of devices including smart phones. Hyperlinks and a QR code for the survey were posted on our website and on the walls of our physical office. The survey was open from March 18 through March 28, 2022.

We received 20 responses to the survey, and one comment via email. This was a decrease from the level of participation in 2021, which we mainly attribute to having the survey open for a shorter window of time.

During the past two years, Pensacola Housing created a tracking system to monitor reasonable accommodation requests, and our responses to them, in a more systematic way. In doing so, we've observed that reasonable accommodation requests are not made at the same levels from the different demographics represented in our client base. In addition, we continue to hear complaints, from our clients and from the wider community, that local property managers do not always handle reasonable accommodation and reasonable modification requests appropriately, even when it comes to relatively simple and common requests such as those concerning "pets and parking." Therefore, we decided to include some questions around these topics in the survey. We also surveyed interest in the different HUD-defined special housing types, which we hope to use to expand housing opportunities in 2022 and beyond, as well as questions about general satisfaction with assisted units and knowledge of Housing Quality Standards processes.

Here are some highlights of the results. Of the survey respondents:

70% have resided in their current assisted unit for 24 months or more;

60% indicated they were very satisfied with their current unit and had no serious concerns;

25% were somewhat satisfied with their current unit;

5% were neither satisfied nor dissatisfied with their current unit;

5% were very dissatisfied with their current unit; and

5% were currently shopping for a new unit.

25% were concerned about high utility bills and energy efficiency;

20% indicated the landlord did not complete requested maintenance in a timely manner;

20% indicated the assisted unit didn't match their taste or aesthetics;

15% were concerned about the age of their unit;

10% were concerned about the safety or quality of their neighborhood;

10% indicated their landlord was hard to reach;

5% indicated their rental unit was not convenient to jobs, schools, or services; and

5% indicated their landlord was difficult to work with.

None of the respondents (0%) indicated that the assisted unit was missing an accessibility feature needed by someone in their household.

80% indicated they were aware that they could request an HQS inspection outside of their unit's regularly scheduled inspections.

15% indicated they had requested an HQS inspection at some point.

55% indicated they were aware that renters with disabilities could request reasonable modifications from their landlords;

37% thought a landlord could charge a pet fee for an approved service or support animal;

16% thought a landlord's breed or size restrictions regarding pets would also apply to service or support animals;

32% thought service or support animals could be required to complete trainings or certifications;

37% knew a landlord can require a renter to submit reasonable accommodation paperwork before approving a service or support animal; and

74% knew that a renter is responsible for the behavior of their service or support animal, and that violating leash rules or other house rules could result in penalties up to and including eviction.

60% indicated they would be interested in using their voucher for space rental for a manufactured home;

33% indicated they would be interested in single room occupancy housing;

20% would be interested in an assisted living facility;

13% would be interested in an extended stay hotel; and

13% would be interested in shared housing.

The age demographics of the respondents were as follows:

68% were between 41 and 62 years old;

26% were 63 or older; and

5% were between 26 and 40 years old.

The geographical demographics (ZIP code) of the respondents were as follows:

25% reside in 32505;

20% reside in 32514;

15% reside in 32501;

10% reside in 32507;

10% reside in 32526;

5% reside in 32503;

5% reside in 32504; and

5% reside in 32506.

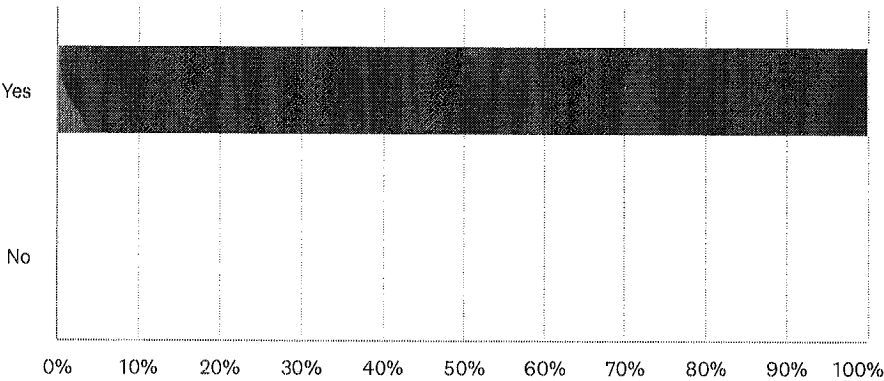
These survey results confirmed that there is still considerable misunderstanding about tenants' rights and landlords' responsibilities concerning service and support animals and reasonable modification requests, which could represent potential training or outreach opportunities for the agency in the future.

In addition, we were surprised to learn that so many respondents would be interested in manufactured home space rental or an assisted living facility, but relatively few would be interested in shared housing. These findings may contribute to how we approach special housing types moving forward.

In addition to the survey results, one RAB member contacted the office to express her support for an HCV Homeownership Program, as well as her vision for the attainable housing infill program: "Several quiet gated housing communities with small yards/gardens, within the city and/or within the county, that have 1 or 2 bedrooms and are handicap ready homes." We shared this description with the agency's affordable housing program manager.

Q1 Are you a participant—that is, an active voucher holder—on Pensacola Housing's Section 8 Housing Choice Voucher (HCV) program? YES. Please proceed to Question 2.NO. If your answer is NO, please do not continue. This survey is for active voucher holders only—not landlords, applicants on our waiting list, or the general public.

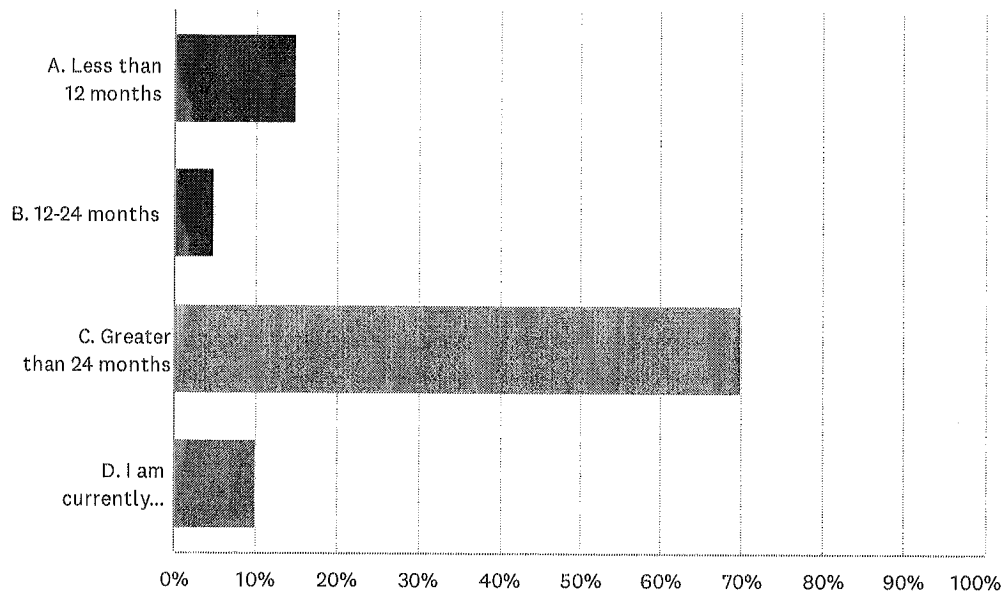
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	100.00%	20
No	0.00%	0
TOTAL		20

Q2 How long have you lived under contract in your current assisted residence?

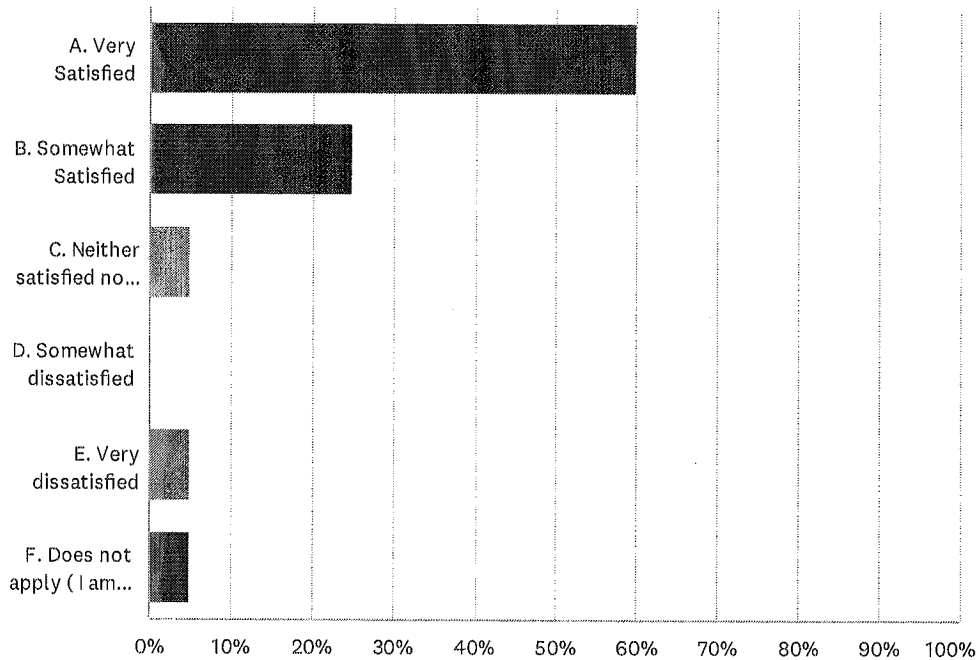
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
A. Less than 12 months	15.00%	3
B. 12-24 months	5.00%	1
C. Greater than 24 months	70.00%	14
D. I am currently between housing contracts and shopping with a voucher	10.00%	2
TOTAL		20

Q3 How would you rate your satisfaction with your current assisted unit?

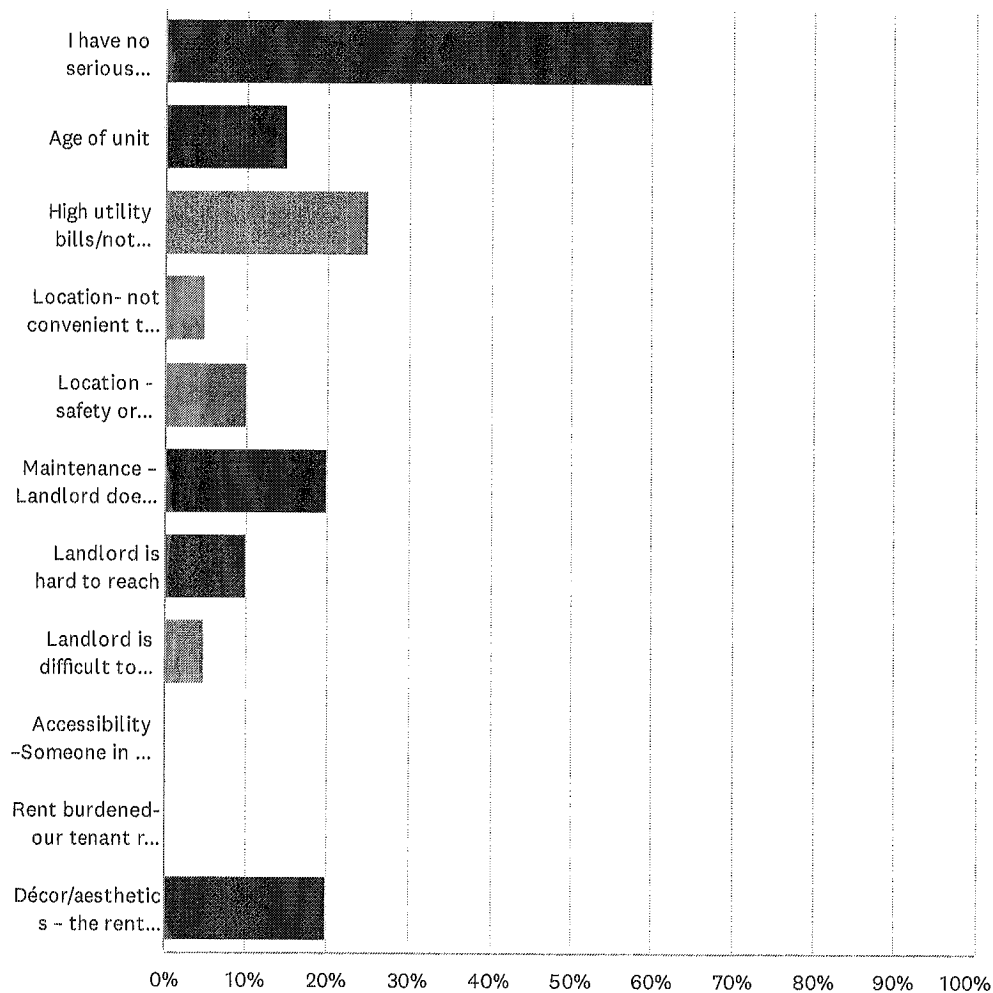
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
A. Very Satisfied	60.00%	12
B. Somewhat Satisfied	25.00%	5
C. Neither satisfied nor dissatisfied	5.00%	1
D. Somewhat dissatisfied	0.00%	0
E. Very dissatisfied	5.00%	1
F. Does not apply (I am not currently under contract with my voucher)	5.00%	1
TOTAL		20

Q4 What are some of your concerns, if any, with your current assisted unit? Please check all that apply.

Answered: 20 Skipped: 0

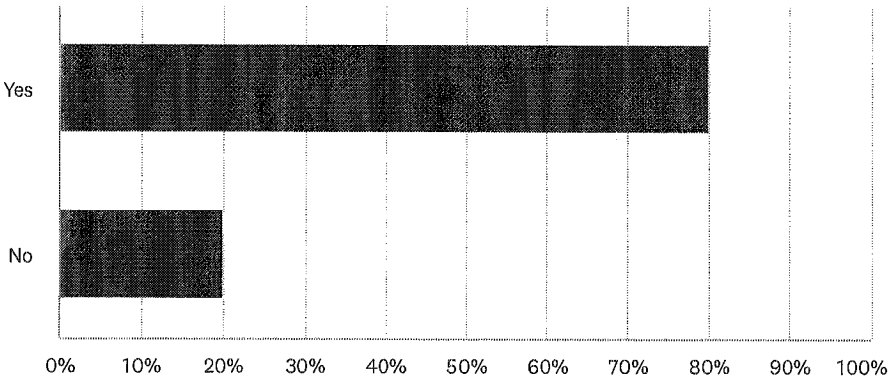


2022 City of Pensacola Housing Resident Advisory Board Survey

ANSWER CHOICES	RESPONSES	
I have no serious concerns and am satisfied with my rental unit.	60.00%	12
Age of unit	15.00%	3
High utility bills/not energy efficient	25.00%	5
Location- not convenient to jobs, schools, or services my family would like to use	5.00%	1
Location - safety or quality of neighborhood	10.00%	2
Maintenance – Landlord does not complete requested maintenance in a timely manner	20.00%	4
Landlord is hard to reach	10.00%	2
Landlord is difficult to work with	5.00%	1
Accessibility –Someone in my assisted household is a person with a disability, and the unit doesn't have all the accessibility features they need	0.00%	0
Rent burdened- our tenant rent portion is too high for our monthly budget	0.00%	0
Décor/aesthetics – the rental unit doesn't match my taste	20.00%	4
Total Respondents: 20		

Q5 Are you aware that voucher tenants can contact the Housing Office to request a Housing Quality Standards inspection if the landlord doesn't respond to maintenance requests in a timely manner?

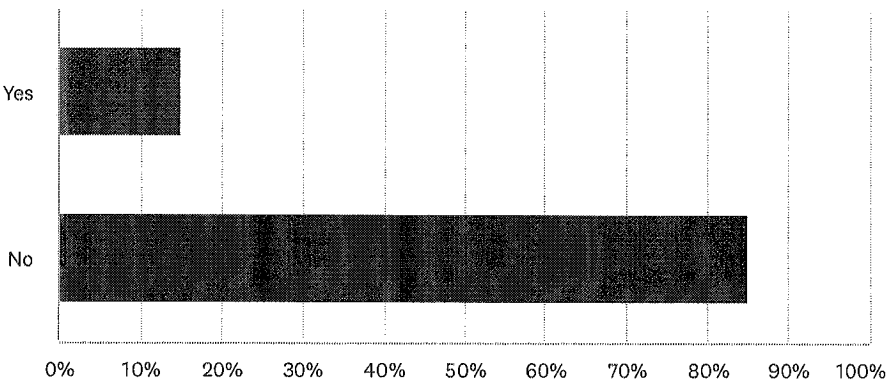
Answered: 20 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes		80.00%	16
No		20.00%	4
TOTAL			20

Q6 Have you ever requested a Housing Quality Standards inspection from the Pensacola Housing Office?

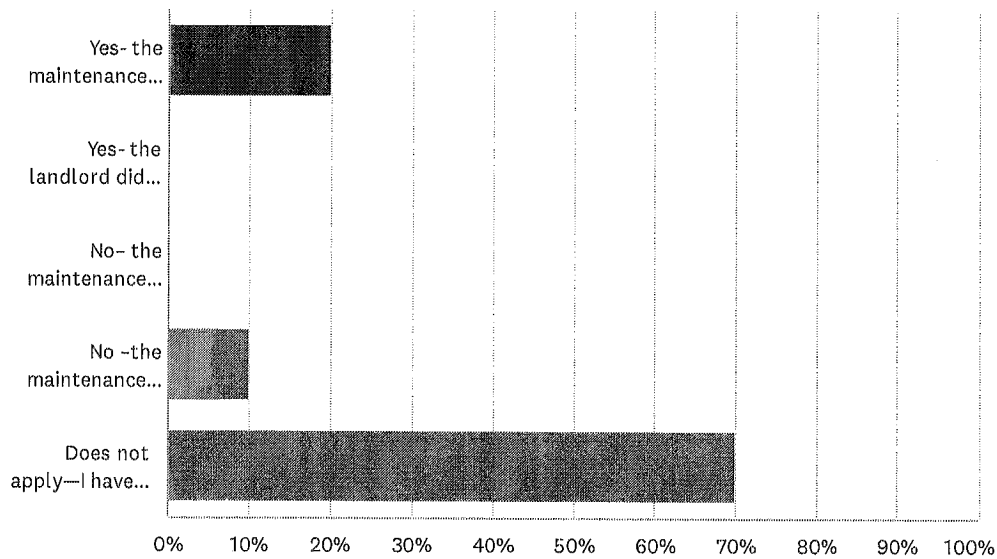
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	15.00%	3
No	85.00%	17
TOTAL		20

Q7 If you ever requested an inspection from the Housing Office, were you satisfied with the results?

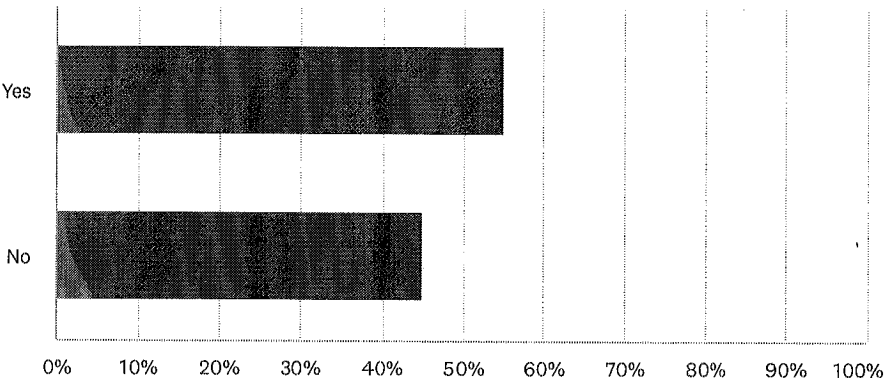
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes- the maintenance issues were addressed and I was able to continue living in the unit	20.00%	4
Yes- the landlord didn't make repairs, but I was able to request a moving voucher and move to a better unit	0.00%	0
No- the maintenance issues were addressed, but afterward the landlord behaved in an unpleasant or retaliatory manner toward me	0.00%	0
No -the maintenance issues were never addressed	10.00%	2
Does not apply—I have never requested an inspection from the Housing Office	70.00%	14
TOTAL		20

Q8 Are you aware that renters with disabilities, whether they have a voucher or not, can request reasonable modifications of the structure to make the unit more accessible, but that the renter may have to pay for those modifications?

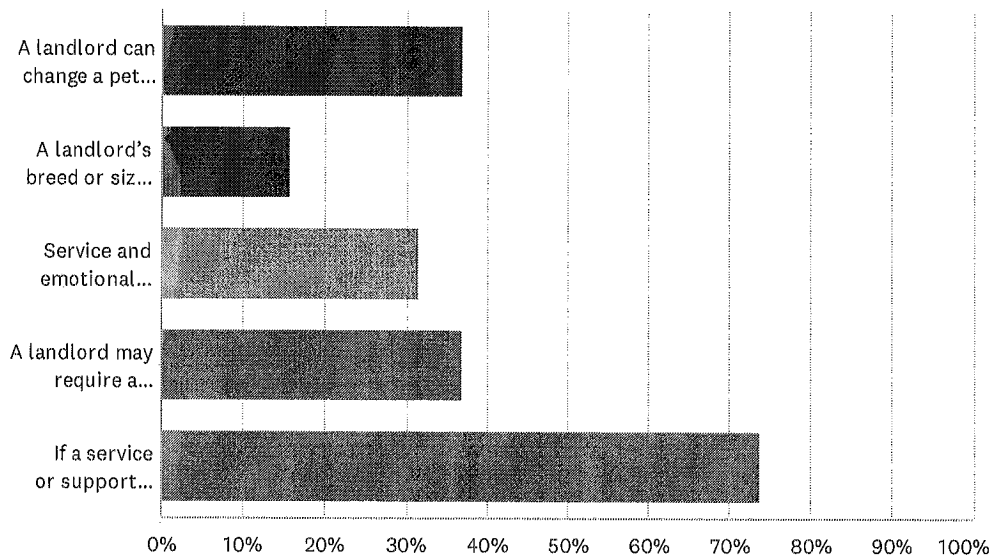
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	55.00%	11
No	45.00%	9
TOTAL		20

Q9 Which of the following is true about service animals and emotional support animals that provide assistance to persons with disabilities?
Please select all the true options.

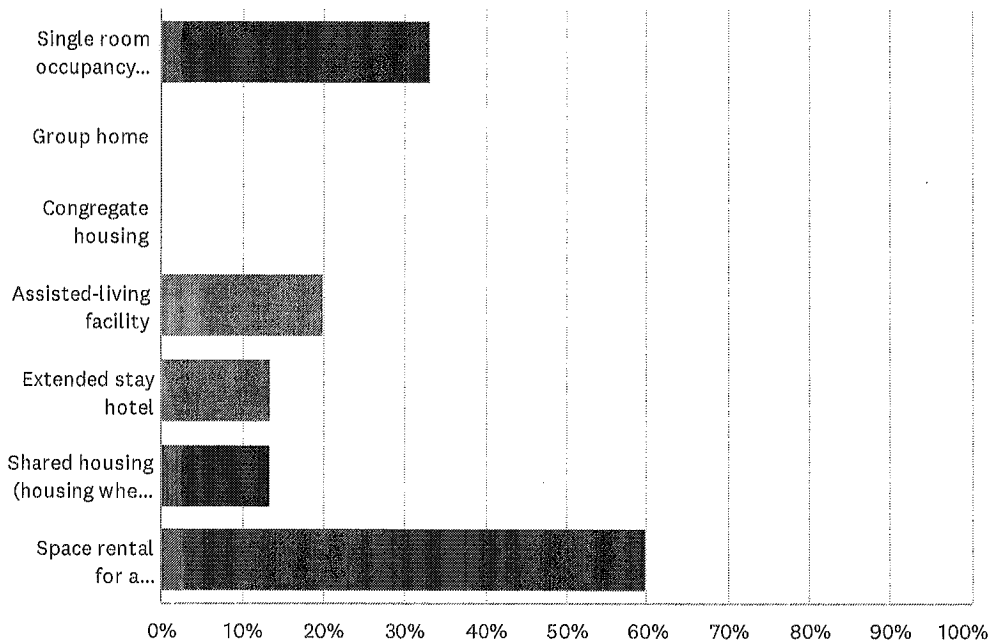
Answered: 19 Skipped: 1



ANSWER CHOICES	RESPONSES	
A landlord can change a pet deposit or other additional rent or fees for a service or support animal.	36.84%	7
A landlord's breed or size restrictions for pets may apply to a service or support animal.	15.79%	3
Service and emotional support animals may be required to complete training or receive certifications.	31.58%	6
A landlord may require a tenant to provide reasonable accommodation paperwork completed by a knowledgeable professional before approving the residence of a service or support animal.	36.84%	7
If a service or support animal disrupts the peaceful enjoyment of other residents, or if the renter doesn't obey leash rules or clean up after their animal, the renter may be subject to lease penalties up to and including eviction.	73.68%	14
Total Respondents: 19		

Q10 Would you be interested in using your voucher in any of the following special housing types? Please check all that apply.

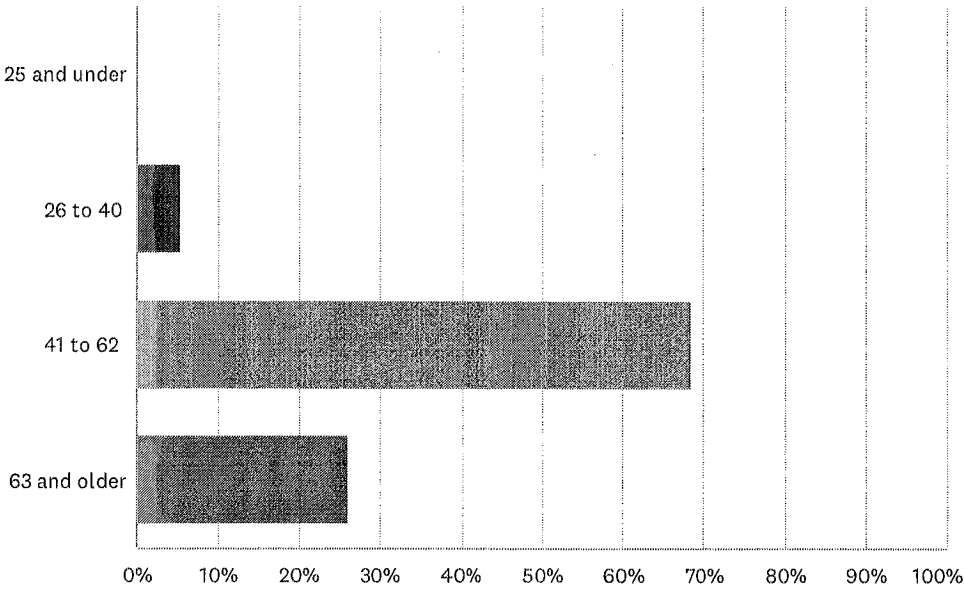
Answered: 15 Skipped: 5



ANSWER CHOICES	RESPONSES	
Single room occupancy housing	33.33%	5
Group home	0.00%	0
Congregate housing	0.00%	0
Assisted-living facility	20.00%	3
Extended stay hotel	13.33%	2
Shared housing (housing where the renter rents one or more rooms in a residence from the homeowner)	13.33%	2
Space rental for a manufactured home	60.00%	9
Total Respondents: 15		

Q11 Are you willing to share your Age Group with us?

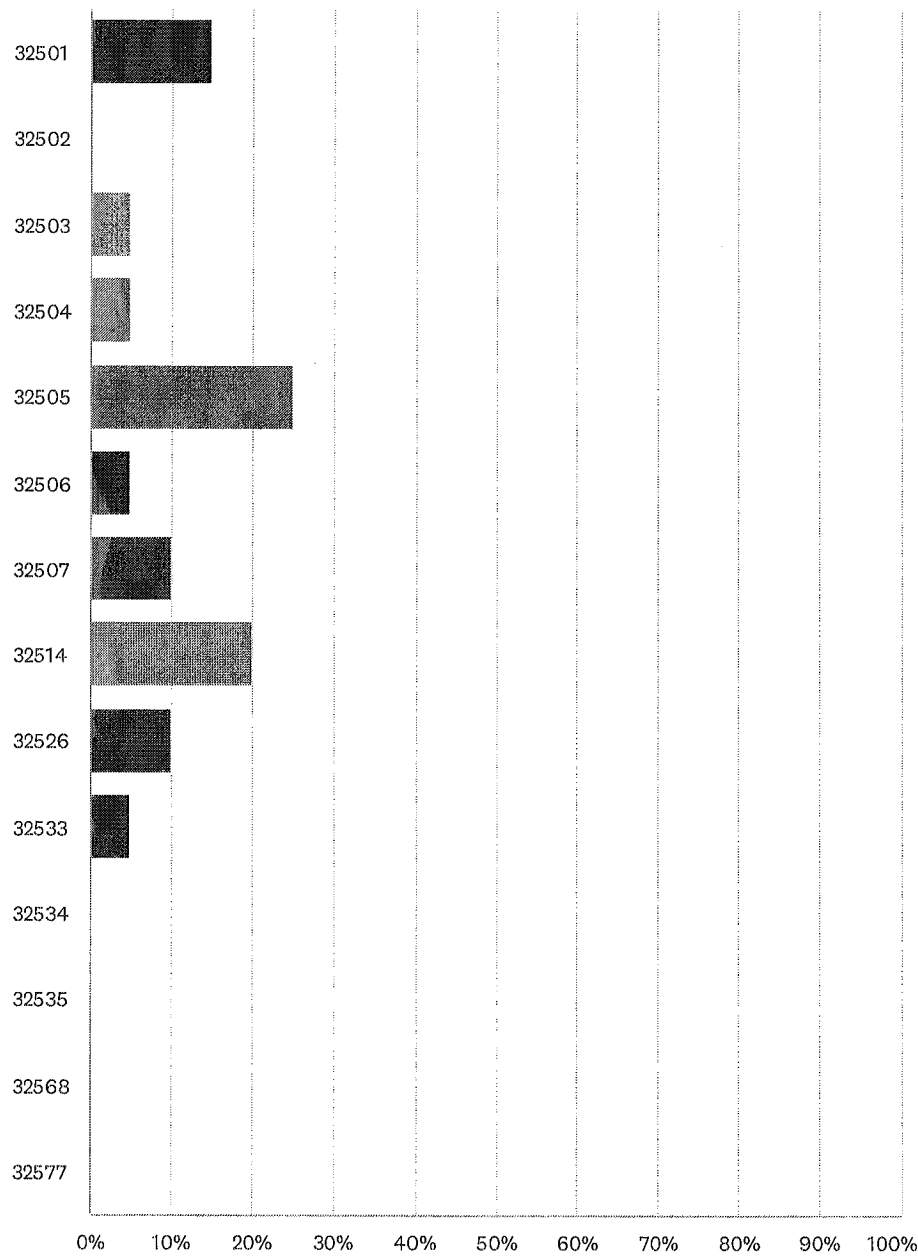
Answered: 19 Skipped: 1



ANSWER CHOICES	RESPONSES	
25 and under	0.00%	0
26 to 40	5.26%	1
41 to 62	68.42%	13
63 and older	26.32%	5
TOTAL		19

Q12 Will you let us know your zip code?

Answered: 20 Skipped: 0



2022 City of Pensacola Housing Resident Advisory Board Survey

ANSWER CHOICES	RESPONSES	
32501	15.00%	3
32502	0.00%	0
32503	5.00%	1
32504	5.00%	1
32505	25.00%	5
32506	5.00%	1
32507	10.00%	2
32514	20.00%	4
32526	10.00%	2
32533	5.00%	1
32534	0.00%	0
32535	0.00%	0
32568	0.00%	0
32577	0.00%	0
Total Respondents: 20		

Housing Division
Attn: Housing Division
PO BOX 12910
PENSACOLA, FL 32521

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

LEGAL NOTICE The Residen

as published in said newspaper in the issue(s) dated or by publication on the newspaper's website, if authorized, on :

03/28/22

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 28th of March 2022, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires
of Affiliates 2

Publication Cost: \$161.40
Ad No: 0005190703
Customer No: PNJ-20423050

This is not an invoice

NANCY HEYRMAN
Notary Public
State of Wisconsin

LEGAL NOTICE

The Resident Advisory Board has submitted survey comments to the City of Pensacola's Public Housing Agency (PHA) to be considered in preparation of the 2023 Annual Plan. The plan outlines the goals and objectives for serving the needs of the City of Pensacola and Escambia County's rental assistance program participants and is submitted to the U.S. Department of Housing and Urban Development on an annual basis.

Effective April 1, 2022, a draft copy of the PHA 2023 Annual Plan will be available for public review in the lobby of the Pensacola Housing Office at 420 West Chase Street; online at cityofpensacola.com/198/Plan; or will be provided electronically upon request. Comments are encouraged and may be submitted by May 15, 2022 to the City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521; hand-delivered to the Housing Department drop box at 420 W. Chase Street; faxed to Dawn Corrigan at 850-595-0113; or emailed to dcorrigan@cityofpensacola.com.

A Public Hearing is scheduled for Wednesday, May 18, 2022 at 4:00 p.m. in the Vince Whitbs Room at City Hall 222 W. Main Street, Pensacola, Florida. Interested persons may appear and provide comment on the PHA 2023 Annual Plan.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs, and activities. Please call 850-858-0350 (or T.D.D. 850-595-0102) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested services.

Grover C. Robinson, IV
Mayor
Legal No. March 28, 2022

RECEIVED

APR 04 2022

Housing Dept.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00632

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF FIVE YEAR CONTRACT TO WARREN AVERETT, LLC FOR REQUEST FOR PROFESSIONAL AUDITING SERVICES

RECOMMENDATION:

That City Council enter into a five (5) year contract with Warren Averett, LLC for Professional Auditing Services. Further, that City Council authorize the City Council President to take all actions necessary to negotiate and execute the contract, as well as approve and execute the annual letters of engagement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 14, 2017, in accordance with City Council's Financial Planning and Administration Policy, City Council voted to establish itself as the Audit Committee and issue a Request for Qualifications (RFQ) for external audit services. Proposals were received from four (4) firms and on May 10, 2018, City Council awarded Warren Averett, LLC a five (5) year contract for professional auditing services. The current contract is set to expire upon completion of the City's fiscal year 2022 audit. Staff is requesting that City Council retain Warren Averett, LLC for an additional five (5) year period. Warren Averett, LLC has agreed to continue services at a two percent (2%) annual increase. The proposed fixed fee for the City Audit over the next five fiscal years is:

2023	\$101,620
2024	\$103,650
2025	\$105,723
2026	\$107,840
2027	\$110,000

Upon approval by City Council, staff will work with Warren Averett, LLC to draft the auditing services contract for execution by the City Council President.

PRIOR ACTION:

May 10, 2018 - City Council approved item 18-00195 selecting Warren Averett, LLC for award of a

five (5) year contract for RFP 18-010 Professional Auditing Services.

FUNDING:

N/A

FINANCIAL IMPACT:

The cost of the City's independent audit is included in the City Council's annual budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) May 31, 2018 Contract for Auditing Services

PRESENTATION: No

CONTRACT FOR AUDITING SERVICES

This contract for the provision of auditing services ("Contract") is made and entered into this 31st day of May 2018, by and between the City of Pensacola, Florida, a municipal corporation ("CITY"), and Warren Averett, LLC, an independent firm of Certified Public Accountants authorized to do business in the State of Florida ("AUDITORS"), the CITY and AUDITORS collectively referred to herein as the parties.

WITNESSETH:

WHEREAS, the CITY has a need for an auditor to conduct the annual financial statement audit as required by Section 218.39, *Florida Statutes*; and

WHEREAS, after careful consideration of the response submitted by the AUDITORS to the CITY's Request for Proposals #18-010, the CITY Council has heretofore authorized the acceptance of such offer, and the execution, in the name of the CITY, of a contract with the AUDITORS providing for professional auditing services;

NOW, THEREFORE, in consideration of the fees for the provision of auditing services and the terms and conditions mutually agreed to herein, the parties hereby agree as follows:

I. ENGAGEMENT OF THE AUDITORS, SOLE PERFORMANCE

CITY agrees to engage the AUDITORS, and the AUDITORS agree to perform the services set forth in the Scope of Services hereinafter defined. The AUDITORS acknowledge and agree that all services contracted for herein shall be performed solely by the AUDITORS and shall not be subcontracted or assigned without the prior written consent of the CITY.

II. SCOPE OF SERVICES

The AUDITORS shall provide services as specified in the Request for Proposals #18-010 attached hereto as Exhibit A and incorporated by this reference as if fully set forth herein, along with the terms and conditions set forth herein ("Scope of Services").

III. TERM

This Contract shall be for a term of five (5) years subject to annual availability of an appropriation by the CITY, as particularly described in Exhibit A. This Contract shall commence upon execution by the parties. Throughout the term of this Contract, no later than March 31st of each fiscal year, the AUDITORS shall submit to the CITY an annual Engagement Letter which shall set forth the understanding of management responsibilities and audit procedures for that fiscal year.

IV. UNQUALIFIED OPINION

Throughout the performance of this Contract, should the AUDITORS determine that the AUDITORS are unable to express an unqualified opinion as to any matter within the Scope of Services, the AUDITORS shall immediately, no less than seven (7) calendar days, upon such

determination, notify the CITY Council President in writing of such determination with copies of such notice provided to the CITY Mayor and CITY Chief Financial Officer.

V. CHANGES IN PERSONNEL

The AUDITORS may replace engagement partners, managers, other supervisory staff and specialists personnel, provided those personnel terminate their employment with the AUDITORS, are promoted, or are assigned to another office. The AUDITORS shall not make personnel changes for any other reason without the express prior written consent of the CITY. However, should any personnel change described above occur, the AUDITOR shall, within seven (7) calendar day provide written notice of such personnel change to CITY Council with copies to the and CITY Chief Financial Officer. The CITY reserves the right to approve or reject personnel replacements in any such personnel change event, in the CITY's sole discretion.

VI. FEE STRUCTURE

The parties agree to the following fee structure as an all-inclusive maximum fee which includes all direct and indirect costs of the AUDITORS. The total all-inclusive fee for providing annual financial auditing services pursuant to the Scope of Services is as follows:

	2018	2019	2020	2021	2022
I. Fixed fee for audit:	\$87,525	\$90,500	\$93,475	\$96,475	\$99,625
II. Hourly rates by classification					
Classification/Title					
Member	\$275	\$280	\$285	\$290	\$295
Manager	\$215	\$220	\$225	\$230	\$235
Senior Associate/Associate	\$175	\$180	\$185	\$190	\$195

Upon written request by the CITY, the AUDITORS may render additional services to the Scope of Services herein, or perform additional work as a result of the specific recommendations included in any report issued by the AUDITOR as a result of this Contract. Such additional work to be performed shall be set forth in an engagement letter between the CITY and the AUDITORS. The AUDITOR shall perform any such additional work at the same rates set forth in the fee structure provided herein.

VII. PAYMENT

Progress payments will be made on the basis of hours of work completed according to the Scope of Services. Interim billing shall cover a period of not less than a calendar month. Payment of the final billing will be made after delivery of the final report and presentation to the CITY Council.

The CITY reserves the right to withhold any payment should the final audit report fail to meet the requirements of, any applicable Federal, State or local rules, regulations or policies, specifically Section 11.45, *Florida Statutes*. The CITY, in the CITY's sole discretion may withhold payment until all discrepancies are corrected and conform to above requirements.

VIII. 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.

XIX. MISCELLANEOUS PROVISIONS

- A. The AUDITORS shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the Scope of Services under this Contract.
- B. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the President of CITY Council on behalf of CITY Council
- C. 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.
- D. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.
- G. The AUDITORS shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Contract.
- H. This Contract, including exhibits, 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 hereto.
- I. The prevailing party in any action, claim or proceeding arising out of this Contract shall be entitled to attorney's fees and costs from the losing party.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in triplicate and sealed the day and year first above written.

WARREN AVERETT, LLC

CITY OF PENSACOLA, FLORIDA

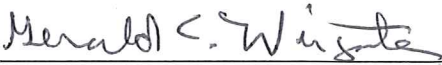
By 
Partner

Kristen B. McAllister
(Partner's Printed Name)

By 
Partner

Jack A. Rowe
(Partner's Printed Name)

(CORPORATE SEAL)


Gerald Wingate, President of City Council


City Clerk, Ericka L. Burnett

Approved As To Content:


Chief Financial Officer

Legal in form and valid as drawn:


City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor 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 Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor 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/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

Exhibit A
Request for Proposals #13-007



REQUEST FOR PROPOSALS #18-010

FOR

PROFESSIONAL AUDITING SERVICES

Issued by
City of Pensacola, Florida
Financial Services

Proposal and Separate Dollar Cost Proposal (separate envelopes) to be submitted by or
before:

2:30 P.M. April 5, 2018

City of Pensacola
Purchasing Office
6th Floor City Hall
222 West Main Street
Pensacola, Florida 32502
Phone (850) 435-1835

**THE CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS
PROPOSAL NO.: 18-010**

The Audit Committee as established by the City Council of the City of Pensacola is requesting proposals from certified public accountants to audit its financial statements for the fiscal year ending September 30, 2018, with the option of auditing its financial statements for each of the four subsequent fiscal years. Sealed proposals may be hand delivered or mailed to the Purchasing Office, City Hall 6th floor, 222 West Main Street, Pensacola, Florida 32502. All proposals, **with original signature and ten (10) additional copies and one (1) electronic copy on flash drive or CD**, must be received by **April 5, 2018** at **2:30 p.m.**, local prevailing time. Proposals received after the closing time will not be accepted. Multiple proposals for the same entity will not be accepted. Thereafter, at a place to be announced and immediately following the deadline for receipt of the proposals, those proposals received will be opened and publicly read concerning:

PROFESSIONAL AUDITING SERVICES

All interested parties are invited and encouraged to attend.

Complete specifications, if not attached, may be obtained from to the Purchasing Office, 6th floor of City Hall, 222 W. Main Street, Pensacola, Florida. Contact rdonahue@cityofpensacola.com or telephone (850) 435-1835. **Any addendum issued will be made available on the City's website at <http://www.cityofpensacola.com/bids>.** Interested parties are advised to check the site frequently.

Any questions concerning the proposal should be addressed and submitted in writing to:

**George Maiberger, Purchasing Manager
Financial Services
City Hall 6th floor
222 West Main Street, Pensacola, FL 32502 (850) 435-1835
gmaiberger@cityofpensacola.com**

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable modifications for access to City services, programs, and activities. Please call 435-1835 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

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
Gerald Wingate
City Council President

The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall are required to sign in and will receive a badge to access a specified floor. Metal detection devices might also be employed. Anyone delivering a submittal is advised to arrive early to allow for any additional time needed due to security measures.

Late submittals will not be accepted.

**THE CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS
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.

1. **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.
2. **Proposal Bond: None.**
3. **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 Audit Committee is the final authority in determining the acceptability of any exceptions to specifications.
4. **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.
5. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).
6. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office, or as instructed on the Request for Proposal Page, at least ten (10) days prior to the proposal submittal deadline. 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. Neither the Audit Committee nor the City shall be responsible for any other explanation or interpretation.
7. **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.
8. **Licenses, Registration and Certificates:** Each bidder shall possess at the time of submitting its bid 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. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations, including active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org).

9. **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 bid will govern in award.
10. **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.
11. **Prevailing Party Attorney's Fees:** The prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney's fees and costs from the losing party.
12. **Prohibited Conduct by Bidders:** 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 the Audit Committee for RFPs/RFPs, 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.
13. **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.
14. **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 bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of award. A detailed explanation of the protest must be included.
15. **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).
16. **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.

17. **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.
18. **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.
19. **Sealed Proposals:** The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the bidder, the item(s) or service(s) bid and the bid number.** It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**
20. **Tax:** The City of Pensacola is exempt from all State and local sales tax.
21. **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.
22. **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.
23. **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.

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

1. 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.

**52.209-6 FAR Protecting the Government's Interest When Subcontracting
with Contractors Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debar 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.

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 SHALL BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a Respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the Respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference 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.

If the Respondent is a qualifying VBE, please complete the boxes below: If not, mark the boxes “N/A.”

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM SHALL BE INCLUDED IN SUBMITTAL.

**SMALL / MINORITY / WOMEN-OWNED
BUSINESS ENTERPRISE
PARTICIPATION FORM**

Please indicate if your firm is certified by the City of Pensacola as an M/WBE or an SBE firm.

Respondent's Name:	Respondent's Designation

THIS FORM SHALL BE INCLUDED IN SUBMITTAL.

SIGNATURE SHEET**PROPOSAL NO. 18-010****PROFESSIONAL AUDITING SERVICES**

Legal Name of Firm: _____

Signature: _____

Name (type/print): _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax No.: _____ Date: _____

Email Address: _____

**THIS SIGNATURE SHEET
SHALL BE RETURNED AS PART OF YOUR RESPONSE.**

CITY OF PENSACOLA REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

The Audit Committee as established by the City Council of the City of Pensacola is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2018, with the option of auditing its financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); Chapter 10.550, *Rules of the Auditor General*, and *Passenger Facility Charge Audit Guide for Public Agencies*.

There is no expressed or implied obligation for the City of Pensacola to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The following material must be received in a sealed single box or envelope labeled with the name of the proposer and "RFP 18-010 Professional Auditing Services" by **2:30 p.m. on April 5, 2018**, for a proposing firm to be considered:

- **An original and ten (10) copies of the technical proposal**
- **An electronic version of the technical proposal on flash drive or CD (do not include the cost proposal information)**
- **A dollar cost proposal in a sealed envelope labeled with the name of the proposer and "DOLLAR COST PROPOSAL; RFP 18-010 Professional Auditing Services"**

Respondents should send the completed proposal to the following address:

**City of Pensacola
Purchasing Office
City Hall, 6th Floor
222 West Main Street
Pensacola, FL 32502
(850) 435-1835**

Any inquiries concerning the request for proposals should be addressed to George Maiberger, Purchasing Manager. The City of Pensacola reserves the right to reject any or all proposals submitted.

Proposals submitted will be evaluated by an Audit Committee as established by the City Council. The Audit Committee will submit a ranking and recommendation to the City Council.

During the evaluation process, the Audit Committee and the City of Pensacola reserve the right, where it may serve the City of Pensacola's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

The City of Pensacola reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Pensacola and the firm selected.

Before starting and until termination of work for, or on behalf of, the City of Pensacola, the audit firm shall procure and maintain insurance of the types and to the limits specified in Appendix D.

It is anticipated the selection of a firm will be completed by May 2018. Following the notification of the selected firm it is expected a contract will be executed between both parties by June 2018.

B. Term of Engagement

A five-year contract is contemplated, subject to the satisfactory negotiation of terms (including a price acceptable to both the City of Pensacola and the selected firm), the concurrence of the City Council, and the annual availability of an appropriation.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Pensacola is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2018 through September 30, 2022. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to Be Performed

1. Financial Statements and Notes

The Auditor shall audit all funds of the City in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal*

Awards (Uniform Guidance); Chapter 10.550, Rules of the Auditor General, and Passenger Facility Charge Audit Guide for Public Agencies.

The auditor's opinion shall be unqualified unless the auditor furnishes the City, on a timely basis, the reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.

2. Required Supplemental Information and Management Discussion and Analysis

The auditor shall be responsible for performing certain limited procedures required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

3. Internal Controls and Compliance Auditing

In connection with the audit of the financial statements, the auditor shall consider, test, and report on internal controls and perform tests and report on compliance in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

4. Investment of Public Funds

In connection with the audit of the financial statements, the auditor shall examine and report on compliance in accordance with auditing standards generally accepted in the United States of America and Section 218.415, Florida Statutes, regarding the investment of public funds.

5. Moneys Received from British Petroleum

In connection with the audit of the financial statements, the auditor shall examine and report on compliance in accordance with auditing standards generally accepted in the United States of America and Section 288.8017, Florida Statutes, regarding State or Local Grants, and moneys received directly from British Petroleum.

6. Introductory and Statistical Section

These sections are not subject to audit procedures applied in the audit of the basic financial statements and will not have an opinion or any assurance.

7. Combining Schedules, Schedules for Federal Awards, Passenger Facility Charges (PFC), State Financial Assistance and the Financial Data Schedule

The auditors will give an opinion that the information is fairly stated in all material respects in relation to the financial statements as a whole. The fiscal year 2017 Schedule is attached in Appendix C.

8. The auditor is also required to review the Annual Financial Report to the State Department of Financial Services and to prepare the Financial Condition Assessment as required by the Florida Auditor General.

C. Auditing Standards to Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with current editions and revisions of:

Generally Accepting Auditing Standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of the Single Audit Act of 1984, the provisions of U.S. Office of Management and Budget (OMB) Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the State of Florida, *Rules of the Auditor General*.

Any other applicable Federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- A report of the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
- A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards.
- A report on compliance in accordance with auditing standards generally accepted in the United States of America and Section 218.415, Florida Statutes, regarding the investment of public funds.
- A report on compliance in accordance with auditing standards generally accepted in the United States of America and Section 288.8017, Florida Statutes, regarding State or Local Grants, and moneys received directly from British Petroleum.
- A report on compliance with requirements applicable to each major Federal program and State project and on internal control over compliance in accordance with OMB Uniform Guidance and the Florida Department of Financial Services *State Projects Compliance Supplement*.

- Schedule of findings and questioned costs.
- Any other reports and schedules required by the Federal and State Single Audit Acts or required by law.
- Management letter with required elements as required by the Rules of the Auditor General.

Reportable Conditions. In the required reports on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. Reportable conditions that are also material weaknesses shall be identified as such in the report. Nonreportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report[s] on compliance and internal controls. The reports on compliance and internal controls shall include all instances of noncompliance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal or indications of illegal acts of which they become aware to the Council President, with copies to the Mayor and Chief Financial Officer.

Reporting to the City Council. Auditors shall assure themselves that City Council is informed of each of the following as well as any additional governmental auditing standards required communications:

- The auditor's responsibility under generally accepted auditing standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

E. Special Considerations

1. Assistance in Implementing new Government Accounting Standards Board Statements
- The auditor shall assist the City in implementing all applicable Government Accounting Standards Board (GASB) accounting and reporting standards, as issued or revised.
2. The City of Pensacola will send a comprehensive annual financial report to the Government Finance Officers Association of the United State and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is

anticipated that the auditor will be required to provide special assistance to the City of Pensacola to meet the requirements of that program by providing technical advice to ensure awarding of certification.

3. The City of Pensacola may prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the City's Chief Financial Officer, financial advisor, and/or the underwriter, to issue a "consent and citation of expertise" as the auditor, and any necessary "comfort letters" or special audits.
4. The City of Pensacola has determined that the United States Department of Housing and Urban Development will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
5. The Schedule of Expenditures of Federal Awards, Passenger Facility Charges and State Financial Assistance and the related auditor's reports, as well as the reports on compliance and internal controls are to be issued as part of the comprehensive annual financial report.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three years, unless the firm is notified in writing by the City of Pensacola of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

City Council

Mayor

Chief Financial Officer

U.S. Department of Housing and Urban Development

U.S. General Accounting Office (GAO)

Parties designated by the federal or state governments or by the City of Pensacola as part of an audit quality review process

Auditors of entities of which the City of Pensacola is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/Organizational Chart

The auditor's principal contact with the City of Pensacola will be Richard Barker, Jr., Chief Financial Officer, or his designated representative, who will coordinate the assistance to be provided by the City of Pensacola to the auditor.

An organizational chart (Appendix A) and a list of elected and appointed officials (Appendix B) are attached.

B. Background Information

The City of Pensacola serves an area of 25.08 square miles with a population of approximately 54,000. The City of Pensacola's fiscal year begins on October 1st and ends on September 30th.

The City of Pensacola provides the normal range of governmental services including police and fire protection, low and moderate income housing, recreational services, planning, zoning, and code enforcement to its citizens. In addition, the City of Pensacola includes a variety of enterprise activities including an international airport, a gas utility, sanitation services, and a port.

The City's 2018 budget is \$229 million; General Fund's budget is \$52 million.

More detailed information on the government and its finances can be found in the Annual Budget and the CAFR which are found on the City's website:

<http://www.cityofpensacola.com>

C. Fund Structure

The City of Pensacola uses the following fund types and account groups in its financial reporting:

<u>Fund Type/Account Group</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund	1	1
Special revenue funds	16	16
Debt service funds	2	2
Capital projects funds	6	6
Enterprise funds	4	4
Internal service funds	2	2
Expendable trust funds	0	NA
Nonexpendable trust funds	0	NA
Pension trust funds	3	NA
Agency funds	0	NA
General fixed assets account group	1	NA
General long-term debt account group	1	NA

D. Budgetary Basis of Accounting

The City of Pensacola prepares its budgets on a basis consistent with generally accepted accounting principles. A legally adopted budget is employed as a control device for the General Fund, Special Revenue Funds, and Debt Services Funds. In addition, Enterprise Funds, Capital Projects Funds and Internal Service Funds are budgeted on a limited non-GAAP basis for management control purposes.

E. Pension Plans

The City of Pensacola maintains three contributory, defined benefit, single employer pension plans. Two of these plans cover all firefighters and police officers while the third covers non-public safety, full-time employees hired before October 1, 1979, full-time employees hired October 1, 1979 to October 6, 1997 who elected to participate and all non-public safety, full-time employees hired after October 6, 1997. Regular full-time employees hired from October 1, 1979 through October 6, 1997 who elected not to participate in the defined benefit plan participate in a deferred compensation plan. These plans do not participate in social security.

The City of Pensacola entered the Florida Retirement System (FRS) on July 1, 2007 for non-public safety employees and closed the General Pension and Retirement Plan effective June 18, 2007. Existing employees were given an option to enter FRS or remain in their current pension plan, however new employees hired after July 1, 2007 are required to participate in FRS. The City closed the Police Officers' Retirement Fund effective January 1, 2013 and entered FRS for police officers effective April 1, 2013. The police officers hired prior to March 18, 2013 were given an option to enter FRS or remain in the Police Officers' Retirement Fund. Police Officers hired after March 18, 2013 are required to participate in FRS. FRS participates in social security.

F. Component Units

The City of Pensacola is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*. Using these criteria, component units are included in the City of Pensacola's financial statements.

The Community Redevelopment Agency of the City of Pensacola (CRA) is identified as a blended component unit of the City. Florida Statutes Section 163.387(8) requires an independent audit of the CRA funds each fiscal year and submission of a report of such audit. The City has presented the CRA's four (4) special revenue funds, one (1) debt service fund and one (1) capital projects fund as major funds of the City to satisfy this requirement since the scope of an audit for a major fund is broader than that of a nonmajor fund.

The Downtown Improvement Board (DIB) is identified as a discretely presented component unit for inclusion in the City of Pensacola's financial statements. The auditors

of the DIB are contractually obligated to provide information needed for the audit of the City of Pensacola.

G. Joint Ventures

The City of Pensacola participates in joint ventures with other governments as listed below. Management has determined that these entities should not be included in the City's financial statements for the reasons stated.

Potential Component Unit	Reason for Exclusion
Escambia-Pensacola Human Relations Commission (HRC)	No financial benefit or burden exists. The City cannot impose its will on the entity.
Pensacola-Escambia County Promotion and Development Commission (PEDC)	No financial benefit or burden exists. The City cannot impose its will on the entity.

H. Magnitude of Finance Operations

Richard Barker, Jr., the Chief Financial Officer, is the director of the Financial Services Department which consists of thirty-nine full-time employees. The principal function and the number of employees assigned to each are as follows:

Function	Number of Employees
Budgeting	2
Accounting	2
Pension	1
Payroll	2
Risk Management	3
Purchasing	3
Accounts/Payable	4
Treasury Services	4
Technology Resources	14
Contracts/Leases	1
Business Process Review	1
CFO	2

I. Internal Audit Function

The City of Pensacola does not have a formal internal audit function. A Business Process Review function within the Financial Services Department was established several years ago to review, on an as needed basis, high risk areas of the city. The Business Process Review Manager administers the fraud prevention program and reviews operating procedures and policies on a regular basis.

J. Purchasing Cards (P-Cards)

The City of Pensacola has issued P-Cards through Bank of America and limits use for travel and training expenditures and minor purchases of up to \$500 without prior written approval. There are approximately 100 cards issued at this time.

K. Computer Systems

The City's accounting system is fully automated. The accounting software, Inforum Gold, is a fully integrated financial system supplied by Tyler Technologies, including general ledger, payroll, purchasing, inventory, fixed assets, building permits, licenses, accounts receivable, cash receipts, accounts payable, special assessments and human resources. Utility Billing Software for the City's gas and sanitation accounts is supplied by Advanced Utility Systems. The financial software applications use a MicroSoft SQL Database 2014 running on MicroSoft SQL Servers. The billing software applications use a MicroSoft SQL Database 2012 running on MicroSoft SQL Servers. Financial transactions which occur in the utility billing system are transmitted electronically to the financial software; the update is processed by an accounting staff member. Access to the Inforum Gold Software application and the Utility Billing Software will be made available to the auditors via a computer workstation. Auditors will have the ability to query the data and run reports.

Source documents for the payment of invoices are scanned and stored using MaxxVault Document Imaging software. Source documents scanned with Purchase Orders are stored in the same MaxxVault Database. Auditors will be provided access to the MaxxVault Database.

The City has implemented a computer software application that provides Parks and Recreation staff a tool to manage Passes, Facility Reservations, Activity Registrations, POS transactions, and Golf Tee times. This application provides the necessary reports for Parks and Recreation staff to manage financial transactions including credit card payments at city hall, each resource center, and Osceola Golf Course. This application, RecTrac, purchased from Vermont Systems uses a Progress Database. Financial transactions which occur in this database are transmitted electronically to the Inforum Gold Financial software. The update in Inforum Gold is processed by a member of the Parks and Recreation staff. Auditors will be provided access to RecTrac.

The City has implemented a computer software application that provides the Housing Department staff a tool to comply with the necessary Federal, State and Local requirements for management of Federal HUD assistance for qualified residents. This software, Housing Pro, purchased from Happy Software utilizes a FileMaker Pro database. Housing Staff utilizes software to maintain appropriate information on clients and vendors, both of whom can receive reimbursement for Housing assistance from Federal funds. The Housing Pro software creates the financial transactions necessary for these reimbursement payments and transmits this data electronically to the Inforum Gold Financial Software. The update in Inforum Gold is processed by Finance staff, and

electronic payments to vendors and clients are created by Inforum Gold Financial Software. Results from electronic payment runs are then submitted to the Housing Pro Software electronically and Housing staff updates the Housing Pro database with electronic payment number (i.e. check number) issued by Finance. Auditors will be provided access to Housing Pro.

L. Availability of Prior Audit Reports

Prior years' financial statements and audit reports can be found on the City's website.

IV. TIME REQUIREMENTS

C. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued	March 2, 2018
Due date for proposals	April 5, 2018

D. Notification Date

Selected firm notified	May 2018
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E. Date Audit May Commence

The City of Pensacola will have all records ready for audit and all management personnel available to meet with the firm's personnel as of the last week of November 2018. It is expected that the interim audit will commence July or August 2018.

F. Schedule for the 2018 Fiscal Year Audit

A similar time schedule will be developed for audits of future fiscal years if the City of Pensacola exercises its option for additional audits.

The following is an audit schedule that has worked in years past. Both city personnel and the audit firm should be prepared to adhere to these dates. Dates are subject to change depending on the release date of FRS pension reports by State of Florida

Mid- July/August	2018 Interim Audit
First week of November	Pre-audit meetings with Council President, Mayor and Chief Financial Officer
November 26, 2018	Anticipate books closed
December 3, 2018	First day of field work; lead schedules provided
2nd week of December	Basic Financial Statements
3rd week of December	Cash Flows

4th week of December	Notes
1st week of January	GASB 34 and Statistical
Second week of January	Fieldwork completed; CAFR completed and to auditors for review
First week of February	Meet with Chief Financial Officer to discuss commitments, contingencies, and subsequent events
Late January	Audit opinion issued
Late January	Printing of CAFR by City staff
Early February	Single audit reports and management letter completed; Exit conferences with Council President, Councilmembers if requested, Mayor and Chief Financial Officer
March Council Meeting	Presentation to City Council

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

The Financial Services staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The following items will be performed by staff for the audit:

- Preparation of the confirmations and lead schedules.
- Assistance in providing paid invoices, cancelled checks and other supporting documentation as requested by the firm.
- Year-end closing of the books of account and preparation of necessary adjusting journal entries.
- Preparation of schedules and related materials as requested by the firm.
- Preparation of all financial statements including related notes and required supplemental financial information.
- Preparation of the annual local government financial report submitted to the Florida Department of Financial Services.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals shall be directed in writing to:

George Maiberger
Purchasing Manager
City Hall 6th Floor
222 West Main Street
Pensacola, FL 32502
(850) 435-1835
gmaiberger@cityofpensacola.com

Inquiries must reference the proposal item and the date of the proposal opening and must be received at least ten (10) days prior to the proposal opening. Interpretations will be made in the form of an addendum posted to the Bids/RFPs page on the City's website. No other verbal or written information obtained other than through this Request for Proposal or its addenda shall be binding on the City of Pensacola.

2. Submission of Proposals

The format and information content of the proposal must be consistent with the following and the proposal must be received by the Purchasing Office, City Hall, 6th Floor, 222 West Main Street, Pensacola, FL 32502 by 2:30 p.m. on April 5, 2018 for the proposing firm to be considered:

- a. One original and ten (10) copies of a Technical Proposal including an electronic version on flash drive or CD to contain the following:

- i. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

- ii. Table of Contents

- iii. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement.

- iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI B of this request for proposals.

- b. One dollar cost proposal in a separate sealed envelope labeled with the name of the firm and marked as follows:

SEALED DOLLAR COST PROPOSAL
PROFESSIONAL AUDITING SERVICES
RFP 18-010 Professional Auditing Services

- c. Proposers should send the completed proposal and sealed dollar cost proposal in a single sealed box or envelope labeled with the name of the firm and "RFP 18-010 Professional Auditing Services" to the following address:

Purchasing Office
City Hall, 6th Floor
222 West Main Street
Pensacola, FL 32502

B. Proposal

1. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Pensacola in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The proposal should address all the points outlined in the request for proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following must be included. They represent the criteria against which the proposal will be evaluated.

a. Independence

The firm should provide an affirmative statement that is independent of the City of Pensacola as defined by the current edition of the U.S. General Accounting Office's *Government Auditing Standards*. In addition, the firm should provide an affirmative statement that it is independent of the component units of the City of Pensacola as defined by those same standards.

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the City of Pensacola or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City of Pensacola written notice of any professional relationships entered into during the period of this agreement.

b. License to Practice in Florida

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Florida. In addition, responding firms should be registered with the Florida Department of State Division of Corporations.

c. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific local government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

d. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Florida. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Pensacola. However, in either case, the City Council must be notified of the personnel change in writing by the Firm and the City of Pensacola retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Pensacola, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

e. Prior Engagements with the City of Pensacola

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the City of Pensacola by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

f. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal (preference is Florida clients). These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Also specifically identify engagements involving local government Defined Benefit Pension Plans, Federal Housing Assistance Programs and Airport and Utility Enterprise Funds.

g. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as the City of Pensacola's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- 1) Proposed segmentation of the engagement.
- 2) Level of staff and number of hours to be assigned to each proposed segment of the engagement.

- 3) Sample size and the extent to which statistical sampling is to be used in the engagement.
 - 4) Extent of use of electronic data processing (EDP) software in the engagement.
 - 5) Type and extent of analytical procedures to be used in the engagement.
 - 6) Approach to be taken to gain and document an understanding of the City of Pensacola's internal control structure.
 - 7) Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - 8) Approach to be taken in drawing audit samples for purposes of tests of compliance.
 - 9) Approach to early implementation of new GAAP. In the past, the City has early implemented new GAAP standards. Occasionally this is done when we have a reasonable expectation of what the standard will be even though full public disclosure may not have occurred. Related thereto, please address the following:
 - i.) While many firms establish a "firm policy" on issues of GAAP for which existing GAAP is unclear, please address the steps which would be taken if, where there is no established GAAP, the City proposes to take an alternative approach to the "firm policy".
 - ii.) If a question of a GAAP interpretation arises between City staff and the audit team, please indicate the steps that would be taken to adequately determine the actual intent/direction of the available/applicable guidance.

These statements are intended to discuss the potential for addressing currently unresolved issues of what GAAP is and do not indicate any intent on behalf of the City to deviate from established GAAP.
 - 10) Assistance to be provided in meeting the requirements of the "Certificate of Achievement for Excellence in Financial Reporting" program.
 - 11) Process to produce a meaningful "management letter." Include three recent "management letters" developed in connection with local government audits.
- h. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Pensacola.

i. Report Format

The proposal should include sample formats for required reports.

G. Fee Schedule

1. Total all-Inclusive Maximum Price

The proposal should include a **separate sealed dollar-cost proposal** containing all pricing information relative to performing the audit engagement for FY 2018 and each of the following four years as described in this request for proposal (Appendix F). The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses. The city will not be responsible for expenses incurred in preparing and submitting the technical proposal of the sealed dollar cost proposal. Such costs should not be included in the proposal.

2. Rates by Partner, Specialist, Supervisory and Staff Level Hours Anticipated for Each

The sealed dollar cost proposal should include a schedule of professional fees and expenses that support the total all-inclusive maximum price. The cost of special services should be disclosed as separate component of the total all-inclusive maximum price.

3. Rates for Additional Professional Services

If it should become necessary for the City Council to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Pensacola and the firm. Any such additional work agreed to between the City Council and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost proposal.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost proposal. Interim billing shall cover a period of not less than a calendar month. Payment of the final billing will be made after delivery of the final report and presentation to the City Council.

VII. EVALUATION PROCEDURES

A. Audit Committee

Proposals submitted will be evaluated by an Audit Committee appointed by the City Council. The Audit Committee will submit a ranking and recommendation to the City Council. City Council took action on December 14, 2017 establishing City Council as the Audit Committee.

B. Review of Proposals

After the proposal due date, the responses received will be distributed to the Audit Committee members to review. Next, the Audit Committee will convene to review and discuss the proposals, with each member individually scoring each proposal utilizing the set of the criteria and point formula described in Section VII C below. The Audit Committee will then combine the individual scores to arrive at a technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration, as determined by the Audit Committee.

After the composite technical score for each firm has been established, the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the price proposal. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers as determined by the Audit Committee.

The City of Pensacola reserves the right to retain all proposals submitted.

C. Evaluation Criteria

Proposals will be evaluated using the criteria listed below. Firms meeting the mandatory criteria will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Florida.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Pensacola.
- c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

2. Technical Quality:

Each of the proposers who have satisfied the mandatory elements will be evaluated on the following criteria.

a. Expertise and Experience

	<u>Point Range</u>
(1) Governmental audit experience and performance on comparable governmental engagements	0 – 20
(2) Experience auditing local government Defined Benefit Pension Plans	0 – 5
(3) Experience auditing Federal Housing Assistance Programs	0 – 5
(4) Experience auditing Enterprise Funds such as Airports and Utility Companies	0 – 5
(5) The quality (including continuing professional education) of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation	0 – 15
(6) Size, organizational structure and location of the firm	0 – 5

b. Audit Approach

(7) Adequacy of audit approach	0 – 20
(8) Demonstrated understanding of the City of Pensacola's Requirement	0 – 5
(9) Familiarity with the Certificate of Achievement in Financial Reporting	0 – 5

- | | |
|---|--------|
| 3. MBE, WBE or SBE Firm certified by City of Pensacola (Appendix E) | 0 – 3 |
| 4. Veteran Owned Business (VBE) (Escambia & Santa Rosa Counties) (Appendix E) | 0 – 2 |
| 5. Cost/Fee Proposal | 0 – 10 |

The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers.

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

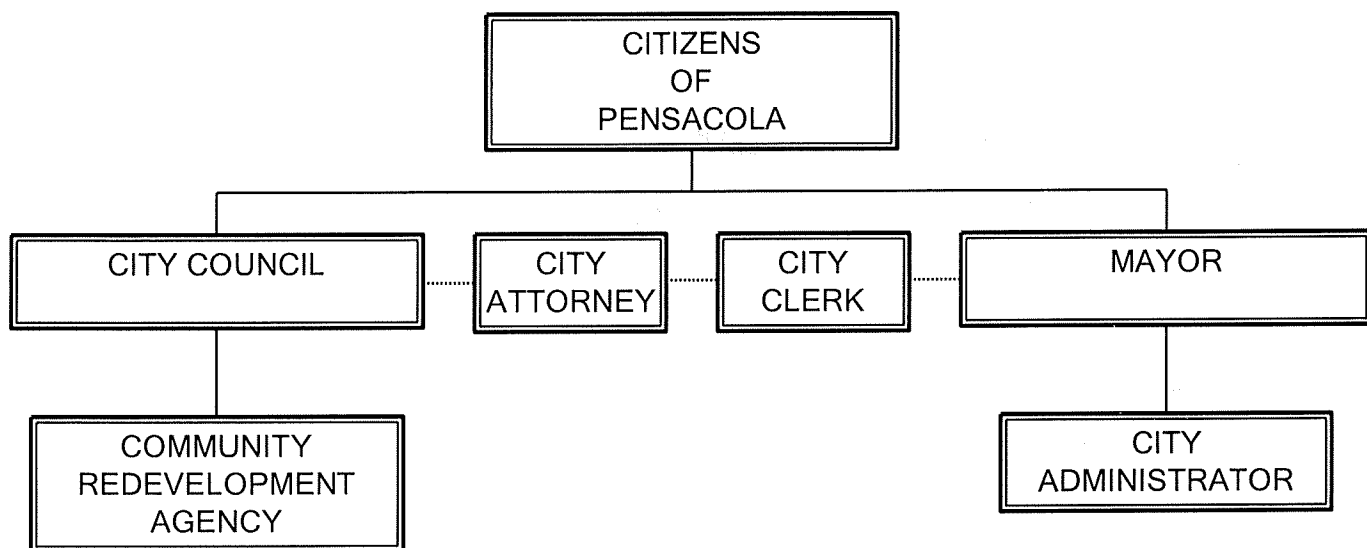
Total Technical Points **100**

D. Final Selection Determination

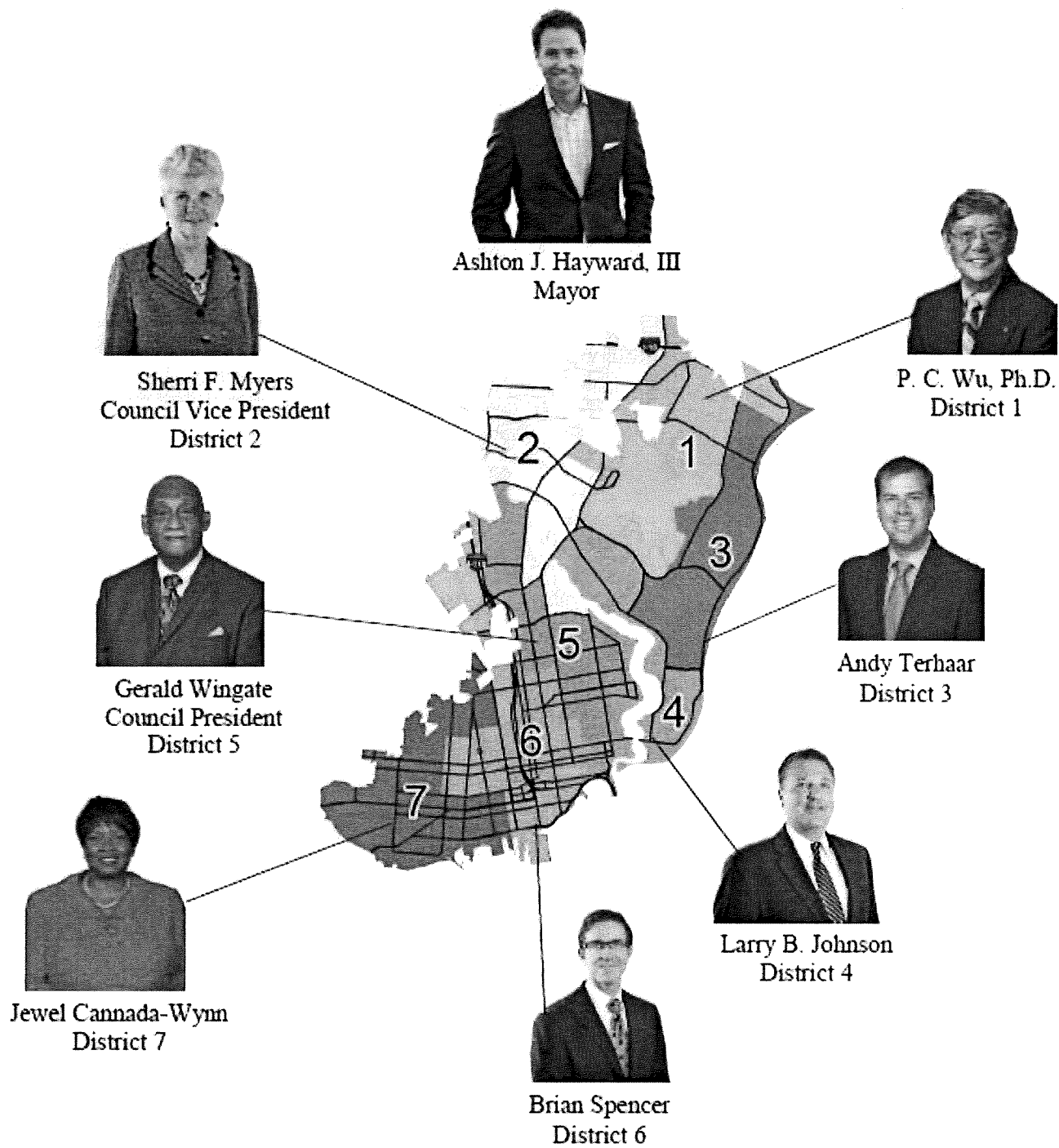
Proposals submitted will be evaluated by an Audit Committee. The Audit Committee will submit a ranking and recommendation to City Council, pursuant to Florida Statute 218.391 (4) (b), the Audit Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established in VII. Evaluation Procedures, Paragraph "C."

It is anticipated that a firm will be selected by May 2018. Following notification of the firm selected, it is expected a contract will be executed between both parties by June 2018.

Appendix A



Appendix B Elected Officials FY 2018 MAYOR & CITY COUNCIL



Appendix C

Federal/State Agency, Pass-Through Entity, Federal Program/State Project	Federal CFDA Number/ State CSFA Number	Contract Grant Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Expenditures	Passenger Facility Charge Revenue
FEDERAL AWARDS						
U.S. DEPARTMENT OF AGRICULTURE						
Emergency Watershed Protection Program	10.923	68-4209-16-201		5	1,219,115	
Total U.S. Department of Agriculture					<u>1,219,115</u>	
U.S. DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY						
Brownfields Training, Research, and Technical Assistance Grants and Cooperative Agreement	66.814	00D10813			4,302	
Total U.S. Department of Environmental Agency					<u>4,302</u>	
U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT						
CDBG-Entitlement Grants Cluster:						
Community Development Block Grant	14.218	B-14/15-MC-12-0016	N/A	70,000	137,829	
Housing Rehabilitation	14.218	B-14/15-MC-12-0016			383,343	
Aid to Private Agencies	14.218	B-14/15-MC-12-0016			103,063	
Total CDBG-Entitlement Grants Cluster				<u>70,000</u>	<u>624,235</u>	
Passed through Florida Housing Finance Corporation:						
HOME Investment Partnerships Program	14.239	2016-033TBRA			77,294	
Passed through Escambia County Florida:						
HOME Investment Partnerships Program	14.239	B-15-UC-120012			567,564	
Housing Voucher Cluster:						
Section 8 Housing Choice Vouchers Program	14.871	FL092			16,825,191	
Total Housing Voucher Cluster					<u>16,825,191</u>	
Total U. S. Department of Housing and Urban Development					<u>18,095,284</u>	
U. S. DEPARTMENT OF JUSTICE						
Bulletproof Vest Partnership Program	16.607	2015-BU-BX-1507-7515			7,870	
Bulletproof Vest Partnership Program	16.607	2016-BUBX-1608-2990			2,569	
Justice Assistance Grant Program:						
Edward Byrne Memorial Justice Assistance Program	16.738	2015-DE-BX-K013			64,245	
Edward Byrne Memorial Justice Assistance Program	16.738	2016-DJ-BX-0544			31,800	
Passed through the State of Florida, Department of Law Enforcement:						
Edward Byrne Memorial Justice Assistance Program	16.738	JAGC-ESCA-2-H3-128/2017-JAGC-ESCA-2-F9-074			30,284	
Total Justice Assistance Grant Program					<u>126,329</u>	
Law Enforcement Trust Fund	N/A	N/A			78,741	
Total U. S. Department of Justice					<u>212,940</u>	
U. S. DEPARTMENT OF TRANSPORTATION						
Airport Improvement Program	20.106	N/A			3,669,686	
Highway Safety Cluster						
Passed through State of Florida, Florida Department of Transportation:						
National Priority Safety Program	20.616	M5HVE-17-05-12			12,392	
Total Highway Safety Cluster					<u>12,392</u>	
Highway Planning and Construction Cluster:						
Passed through State of Florida, Florida Department of Transportation:						
Highway Planning and Construction	20.205	436S11-1-38-01			51,005	
Total Highway Planning and Construction Cluster					<u>51,005</u>	
Total U. S. Department of Transportation					<u>3,933,083</u>	
U.S. DEPARTMENT OF HOMELAND SECURITY						
Port Security Grant Program	97.056	EMW-2014-PU-00626			6	
Port Security Grant Program	97.056	EMW-2016-PU-00178			21,500	
Pass through Volunteer Florida						
Emergency Management Performance Grant	97.042	17-FG-4T-12-00-03-209			7,000	
Emergency Management Performance Grant	97.042	17-FG-4T-12-00-03-209			7,000	
Hazard Mitigation Grant	97.039	16HM-H4-01-27-02-449			73,472	
Hazard Mitigation Grant	97.039	17HM-H4-01-27-02-228			72,505	
Hazard Mitigation Grant	97.039	16HM-H4-01-27-02-276			33,492	
Total U.S. Department of Homeland Security					<u>214,575</u>	

Federal/State Agency, Pass-Through Entity, Federal Program/State Project	Federal CFDA Number/ State CSFA Number	Contract Grant Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Expenditures	Passenger Facility Charge Revenue
FEDERAL AWARDS CONTINUED						
EXECUTIVE OFFICE OF THE PRESIDENT						
High Intensity Drug Trafficking Areas Program	95.001	G16GC0007A			10,906	
Total Executive Office of the President					10,906	
TOTAL EXPENDITURES OF FEDERAL AWARDS				\$ 70,000	23,690,605	
PASSENGER FACILITY CHARGE					2,691,875	3,288,541 ²
STATE FINANCIAL ASSISTANCE						
FLORIDA HOUSING FINANCE CORPORATION						
SHIP Program	52.901	SHIP 2012		\$	45,031	
Total Florida Housing Finance Corporation					45,031	
FLORIDA DEPARTMENT ENVIRONMENT OF PROTECTION						
Gaeronne Swamp Stormwater-Pensacola Bay Watershed	37.039	G0387			727,534	
Total Florida Department of Environment of Protection					727,534	
FLORIDA DEPARTMENT OF TRANSPORTATION						
Aviation Grant Programs	55.004	AO986			477,693	
Aviation Grant Programs	55.004	AQY50			240,991	
Aviation Grant Programs	55.004	AR248			9,527,591	
Aviation Grant Programs	55.004	G0713			213,540	
Aviation Grant Programs	55.004	G0A18			305,471	
Aviation Grant Programs	55.004	G0713			868,558	
Total Aviation Development Grants					11,634,834	
Seaport Grant Programs	55.005	GOK29			85,601	
Seaport Grant Programs	55.005	AR223			225,255	
Area Wide Coordinate Signal Timings	55.013	ADM42			37,248	
Economic Development Transportation Projects - Road Fund	55.032	AQP76			198,980	
Total Florida Department of Transportation					12,182,118	
FLORIDA DEPARTMENT OF JUVENILE JUSTICE						
Prevention and Victim Services	80.029	10505			23,905	
Total Florida Department of Juvenile Justice					23,905	
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY						
Local Economic Development Initiatives	40.012	FDEO SL024			997,600	
Total Florida Department of Economic Opportunity					997,600	
TOTAL EXPENDITURES OF STATE FINANCIAL ASSISTANCE				\$ -	13,976,188	

NOTE TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, PASSENGER FACILITY CHARGE AND STATE FINANCIAL ASSISTANCE

NOTE A - SIGNIFICANT ACCOUNTING POLICIES

The schedule of expenditures of federal awards and passenger facility charge is presented on the accrual basis of accounting in accordance with generally accepted accounting principles. Such expenditures are recognized following the cost principles contained in 2 CFR 200 Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE B - INDIRECT COST RATE

The City has elected to use the 10-percent de minimis indirect cost rate as covered in 2 CFR 200.414 of the Uniform Guidance for Federal Awards.

NOTE C - LOAN - PROGRAM INCOME

The City has a loan program for low income housing renovations funded through the Community Development Block Grants and a loan program for home reconstruction funded through the HOME Investment Partnerships Program Grants. Under these programs, repayments to the City are considered program revenues (income) and loans of such funds to eligible recipients are considered expenditures. The amount of loan funds disbursed to program participants for the year was \$36,186.95 and \$36,000.00, respectively, and is presented in this schedule. The amount of principal and interest received in loan repayments for the year was \$62,833.66 and \$63,144.59, respectively. The balance of the loans outstanding as of fiscal year end consist of:

Community Development Block Grants CFDA number 14.218 \$1,042,939.13
HOME Investment Partnerships Program Grants CFDA number 114.239 \$886,730.90

1 Includes debt service of \$2,117,963

2 Includes interest earnings of \$21,600

Appendix D

INSURANCE AND INDEMNIFICATION REQUIREMENTS

Before starting and until termination of work for, or on behalf of, the City, the Auditor shall procure and maintain insurance of the types and to the limits specified.

The term City as used in this section of the Agreement is defined to mean 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:

WORKERS' COMPENSATION

The Auditor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations 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.

COMMERCIAL GENERAL, BUSINESS AUTOMOBILE, PROFESSIONAL ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY AND UMBRELLA LIABILITY COVERAGES

The Auditor shall purchase Commercial General Liability and Automobile Liability policies on forms no more restrictive than the latest editions of the Commercial General Liability and Automobile Liability policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

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. Minimum limits must be \$1,000,000 per occurrence and in the aggregate. The coverage shall be written on occurrence-type basis.

Business Automobile Liability 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 \$300,000 CSL must be provided.

Errors And Omissions/Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided. Minimum limits of \$1,000,000 per occurrence and in the aggregate must be provided.

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.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City of

Pensacola shall be notified in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If required by the City, the Auditor shall furnish copies of the Auditor'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. The Auditor shall replace any cancelled, 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 Auditor shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations.

INSURANCE OF THE AUDITOR PRIMARY

The Auditor's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Auditor's coverage. The Auditor's policies of coverage will be considered primary as relates to all provisions of the Agreement.

LOSS CONTROL AND SAFETY

The Auditor 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 Auditor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Auditor for the protection of all persons, including employees, and property. The Auditor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

The Auditor is responsible for complying with the regulations set forth under Chapter 473.316 of Florida Statutes and Rule Chapter 61H1-23 of the Florida Administrative Code regarding confidentiality of records or communications.

HOLD HARMLESS

The Auditor 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 Auditor and persons employed or utilized by the Auditor in the performance of this contract. The Auditor'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 Auditor 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.

Appendix E

M/WBE, SBE, VBE Participation

Minority/Women Business Enterprise (M/WBE)

The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

A business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties and Mobile, AL) and which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens; and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise (SBE)

The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

An independently owned and operated business concern located in the 325- zip code area, which employs 50 or fewer permanent full-time employees, and which has a net worth of not more than \$1,000,000. As applicable to sole-proprietorships, the \$1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise (VBE)

The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veterans businesses that have been certified by the State of Florida, through the Department of Management Services and which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that bids or quotes received by certified veterans businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

Appendix F

RFP #18-010 SEALED DOLLAR COST PROPOSAL FORM

	2018	2019	2020	2021	2022	Total
I. Fixed fee for City audit:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

II. Hourly rates by classification

Classification/Title

_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Signature: _____

Company: _____

Print Name: _____ Address: _____

Telephone: _____ City: _____

Fax: _____ State: _____ Zip: _____

Email Address: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00464

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF BID NO. 22-042 OSCEOLA GOLF COURSE DRAINAGE & FEMA IMPROVEMENTS

RECOMMENDATION:

That City Council award Bid No. 22-042 Osceola Golf Course - FEMA Repairs Project to Empire Builders Group, Inc., the lowest responsive and responsible bidder with a base bid of \$584,056.34 plus a 20% contingency in the amount of \$116,811.27 for a total amount of \$700,867.61. Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.

HEARING REQUIRED: Choose an item.

SUMMARY:

This project consists of Hurricane Sally repairs and improvements to the drainage ditch within Osceola Golf Course. The proposed construction will include a riprap-lined drainage ditch, fencing repair, tree relocation, curbing, flume, and sodding.

The current Project Worksheet (PW) filed with FEMA was for a total amount of \$526,664.38 with a 75% provided by the Federal Emergency Management (FEMA), 12.5% provided by the Florida Division of Emergency Management (FDEM) and the remaining 12.5% from the City of Pensacola.

However, the bids came in higher than the original PW amount. Therefore, since this is considered a large project by FEMA, it is expected that the additional cost will be covered by FEMA, provided that the work completed adheres to the scope outlined in the PW.

PRIOR ACTION:

None

FUNDING:

Budget: \$394,998.29 Federal FEMA 75% Funding - Natural Disaster Fund
 130,652.42 Additional Federal FEMA 75% Funding - Natural Disaster Fund
 65,833.05 State FDEM 12.5% Funding - Natural Disaster Fund

21,775.40	Additional State FDEM 12.5% Funding - Natural Disaster Fund
65,833.05	City of Pensacola 12.5% Funding - Osceola Driving Range Net
<u>21,775.40</u>	Additional City of Pensacola 12.5% Funding - Osceola Driving Range Net
\$700,867.61	TOTAL

Actual:	\$584,056.34	Contract
	116,811.27	20% Contingency
	<u>100.59</u>	Misc.
	\$700,867.61	TOTAL

FINANCIAL IMPACT:

FEMA has obligated a PW in the amount of \$526,664.38 with 75% provided by the Federal Emergency Management Agency (FEMA), 12.5% provided by the Florida Division of Emergency Management (FDEM) and the remaining 12.5% from the City of Pensacola. While this is a large project and upon closeout the City will request additional funds from FEMA and FDEM based on actual project cost. Should additional funding not be granted, additional funding will be sought after. At the end of Fiscal Year 2021, \$2.46 million of available Fund Balance within the General Fund was assigned to ensure the City has sufficient funds for the required 12.5 % match for Hurricane Sally projects.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/31/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Fore, Deputy City Administrator - Community Development
Adrian Stills, Interim Director - Parks and Recreation Department

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 22-042
- 2) Final Vendor Reference List, Bid No. 22-042

PRESENTATION: No

TABULATION OF BIDS

BID NO: 22-042

TITLE: OSCEOLA GOLF COURSE DRAINAGE & FEMA IMPROVEMENTS

Submittals Due: May 20, 2022, 2:30 P.M. Department: Engineering	EMPIRE BUILDERS GROUP, INC. Pensacola, FL	SITE & UTILITY, LLC Pensacola, FL	CHIVERS CONSTRUCTION, INC. Cantonment, FL	C. W. ROBERTS CONTRACTING, INC, Pensacola, FL	HYDRA ENGINEERING & CONST., LLC Crawfordville, FL
Base Bid	\$584,056.34	\$586,936.00	\$731,210.00	\$751,650.00	\$761,500.00

Submittal Due Date: 05/20/22

Bid No.: 22-042

**FINAL VENDOR REFERENCE LIST
OSCEOLA GOLF COURSE DRAINAGE & FEMA IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
081043	BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045	CHAUVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	Y
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
081896	HYDRA ENGINEERING & CONSTRUCTION LLC	36 JASPER THOMAS RD	CRAWFORDVILLE	FL	32327	

Submittal Due Date: 05/20/22

Bid No.: 22-042

**FINAL VENDOR REFERENCE LIST
OSCEOLA GOLF COURSE DRAINAGE & FEMA IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 60



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00491

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT - ITB NO. 22-017 - ESCALATORS MODERNIZATION AT PENSACOLA INTERNATIONAL AIRPORT - KONE INC.

RECOMMENDATION:

That City Council award Bid No. 22-017 for Escalator Modernization at Pensacola International Airport, to KONE Inc. of Spanish Fort, Alabama, with a base bid of \$998,845.00, plus a 10% contingency of \$99,884.50, for a total of \$1,098,729.50. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola International Airport is modernizing the two existing Montgomery Elevator Company escalators in the main terminal building. The escalators have been in service since 1989 and are nearing their useful life expectancy. These pre-security escalators help move passengers and guests between the lobby or ticketing, to the concourse level.

On March 23, 2022, the Airport issued Bid No. 22-017 Escalators Modernization at Pensacola International Airport. Two responses were received. KONE Inc. was the lowest and most responsible bidder.

PRIOR ACTION:

None

FUNDING:

Budget:	\$	1,218,000.00	Airport Capital Program Funding
Actual:	\$	118,896.00	Engineering Costs
		998,845.00	Base Bid
		99,884.50	10% Contingency
	\$	<u>1,217,625.50</u>	Total

FINANCIAL IMPACT:

FY2022 Airport Capital Program Funding will be used for the modernization of the escalators in the main terminal building at Pensacola International Airport.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/23/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew Coughlin, Airport Director

ATTACHMENTS:

- 1) ITB No. 22-017 Tabulation of Bids
- 2) ITB No. 22-017 Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 22-017

TITLE: ESCALATORS MODERNIZATION
AT PENSACOLA INTERNATIONAL AIRPORT

SUBMITTALS DUE: April 29, 2022, 2:30 P.M. DEPARTMENT: Airport	KONE, INC. Spanish Fort, AL	SCHINDLER ELEVATOR CORPORATION Smyrna, GA
Base Bid	\$998,845.00	\$1,016,455.00

Submittal Due Date: 04/29/22

Bid No.: 22-017

**FINAL VENDOR REFERENCE LIST
ESCALATORS MODERNIZATION AT PENSACOLA INTERNATIONAL AIRPORT
AIRPORT**

Vendor Name	Address	City	St	Zip Code	SMWBE
023713 BAGBY ELEVATOR CO INC	P O BOX 320919	BIRMINGHAM	AL	35232	
051492 BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
038130 BOAN CONTRACTING CO INC	23210 HWY 98	FAIRHOPE	AL	36532	
040908 G A WEST & COMPANY INC	P O BOX 441	SARALAND	AL	36571	
074355 GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
053751 GODWIN, DUSTIN C DBA PANHANDLE HUMBAUGH ELEVATORS INC	4811 CRARY ROAD	CENTURY	FL	32535	Y
074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
008071 HILL ENTERPRISES INC	P O BOX 2517	PENSACOLA	FL	32513	
003987 KONE INC	30604 SGT E I BOOTS THOMAS DR	SPANISH FORT	AL	36527	
023796 MOWREY ELEVATOR COMPANY OF FLORIDA INC	4518 LAFAYETTE STREET	MARIANNA	FL	32446	
029987 OTIS ELEVATOR COMPANY	5625 DIXIE DRIVE SUITE 4	PENSACOLA	FL	32503	
060344 PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
071623 REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD STE 198	PENSACOLA	FL	32534	Y
029988 SCHINDLER ELEVATOR CORP	6600 HIGHLANDS PARKWAY SE	SMYRNA	GA	30082	
033255 THYSSENKRUPP ELEVATOR CORP	7810 SEARS BOULEVARD	PENSACOLA	FL	32514	

Vendors: 15



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00628

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD PROPOSALS FROM ENGINEERED COOLING SERVICES FOR INSTALLATION OF NEEDLEPOINT BIPOLAR IONIZATION UNITS AT CITY HALL AND THE PENSACOLA POLICE DEPARTMENT (PPD).

RECOMMENDATION:

That City Council approve contracting with Engineered Cooling Services for the installation of Needlepoint Bipolar Ionization units by means of the National Cooperative Purchasing Alliance (NCPA) Contract 2022-8735694369 in the amount of \$132,815 for City Hall and NCPA Contract 2022-6909862297 in the amount of \$84,006 for the Pensacola Police Department. Further, that City Council authorize the Mayor to execute the installation proposals and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Council previously adopted a resolution that appropriated funding from the American Rescue Plan Act for facility ventilation system improvements. These facility improvements will take place within City Hall and the Pensacola Police Department. On May 18, 2022 the City received quotes for the installation of Needlepoint Bipolar Ionization units by Engineered Cooling Services (chosen vendor) per NCPA Contract 2022-8735694369 for City Hall (QUOTE #:Q-01-2022-241295) and NCPA Contract 2022-6909862297 for the Pensacola Police Department (QUOTE #: Q-02-2022-244390). These ventilation units are anticipated to reduce particulates, kill pathogens, neutralize odors and provide energy savings within these facilities.

PRIOR ACTION:

June 17, 2021 The City Council adopted Supplemental Budget Resolution No. 2021- 36. Appropriating funding in relation to the American Rescue Plan Act (ARPA) for (1) the recovery of revenue loss, (2) grant compliance and administration and (3) facility improvements.

Per the resolution, planned facility improvements at the City will include adding UV air handlers at various City facilities.

FUNDING:

Budget: \$ 84,006.00 American Rescue Plan Act (ARPA) Fund
\$132,815.00 American Rescue Plan Act (ARPA) Fund
\$216,821.00

Actual: \$ 84,006.00 NCPA Contract Number: 2022-6909862297 for Pensacola Police Department
\$132,815.00 NCPA Contract Number: 2022-8735694369 for City Hall
\$216,821.00

FINANCIAL IMPACT:

The total budget for this project is \$216,821.00, which is the total cost of NCPA Contract 2022-6909862297 for Pensacola Police Department and NCPA Contract Number 2022-8735694369 for City Hall.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/27/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Assistant City Administrator - Community Development Team
Amy Tootle, Public Works and Facilities Director

ATTACHMENTS:

- 1) City Hall - Installation Proposal
- 2) Pensacola Police Department - Installation Proposal

PRESENTATION: No

Engineered Cooling Services

Building Efficiency and Sustainability

A Service Logic Company

Installation of
GPS[®]
Needlepoint Bipolar Ionization

GPS delivers P.O.P.E



PARTICLES
REDUCED



ODORS
NEUTRALIZED



PATHOGENS
KILLED



ENERGY
SAVED

Engineering Air for a Cleaner World™



Engineered Cooling Services

INSTALLATION PROPOSAL

BY AND BETWEEN:

Contractor Performing Work:

Engineered Cooling Services
2801 N. Davis Hwy.
Pensacola, Florida 32503

Customer:

City of Pensacola
222 West Main Street
Pensacola, FL 32502

Project Location: City Hall

Contact: Robbie McGuire

Contact Phone: 850-982-9681

Quote # Q-01-2022-241295

NCPA Contract Number: 2022-8735694369

Project Description: Needlepoint Bipolar Ionization Installation

We are pleased to offer our proposal to install GPS products providing the needlepoint bipolar ionization product. Below is our suggested scope of work.

Labor and Material:

Provide all necessary labor and materials to install GPS needlepoint bipolar ionization units:

Material Required:

- AHU #3 GPS-iMOD®-66-Snap
- AHU #4 GPS-iMOD®-66-Snap
- AHU #5 GPS-iMOD®-66-Snap
- AHU #6 GPS-iMOD®-66-Snap
- AHU #7 GPS-iMOD®-66-Snap
- AHU T-1 GPS-iMOD®-48-Snap
- AHU 2-2 GPS-iMOD®-48-Snap
- AHU CC-1 GPS-iMOD®-96-Snap
- AHU #2 GPS-iMOD®-42-Snap
- AHU L-1 GPS-iMOD®-42-Snap
- AHU G-1 GPS-iMOD®-42-Snap
- Kitchen DM-48-AC
- AHU-4 DM-48-AC
- AHU-3 DM-48-AC
- AHU G-2 DM-48-AC



Provide newly installed GPS equipment startup and commissioning to ensure proper operations.

Site Preparation:

Equipment coils should be in clean condition to ensure proper equipment operation. Coil cleaning needing to be performed prior to installation will be provided to customer under a separate quote.

Warranty:

Provide one-year warranty on new equipment, materials, and installation craftsmanship.

Our proposal excludes the following:

Providing any labor, materials, or equipment for work not explicitly detailed in the above scope, including but not limited to:

- Labor outside normal business hours, 7:30 a.m. to 4:30 p.m. Monday through Friday.
- Coil cleaning that may be required.
- Engineering of any sort.
- Hazardous material testing and abatement.
- Any provision of temporary heating, cooling, ventilation, or exhaust.

Pricing Summary:

Base Scope:\$132,815.00

ACCEPTED (INITIAL) _____

DECLINED (INITIAL) _____

“This Agreement is the property of Engineered Cooling Services and is provided for the Customer's use only. Pricing stated in this Agreement will remain active for thirty (30) days from the proposal date.”

ENGINEERED COOLING SERVICES

Russ Brock – Project Sales Engineer

CUSTOMER

Signature

Print Name

Title & Date



Engineered Cooling Services



CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by ENGINEERED COOLING SERVICES (“**Seller**”) to ECUA (“**Buyer**”). The accompanying [quotation/confirmation of sale/invoice] (the “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. In the event of a conflict between the risk-shifting terms contained in these general terms and conditions and in the Sales Confirmation, the terms contained in these general terms and conditions shall control and prevail.

2. **Delivery of Goods and Performance of Services.** The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location described in the Sales Confirmation (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. **Shipping Terms.** Delivery of the Goods shall be made FOB as set forth in the Sales Confirmation.

4. **Title and Risk of Loss.** Risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Title passes to Buyer only upon payment for the Goods in full.

5. **Buyer’s Acts or Omissions.** If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, representatives, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. **Nonconforming Goods.** Buyer shall inspect the Goods immediately upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within 1 day after the Inspection Period and furnishes such written evidence or other documentation as required by Seller.

7. **Price.** Buyer shall purchase the Goods and Services from Seller at the prices (the “**Price[s]**”) set forth in Seller’s published price list in force as of the date of the Sales Confirmation. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any government.

8. **Payment Terms.** Buyer shall pay all invoiced amounts due to Seller within 10 days from the date of Seller’s invoice. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise. Buyer shall not leave any of the Goods or Services furnished or installed by Seller in operation until the customer has approved and accepted same and paid Seller the billed Price for such Goods and Services in full.

9. **Limited Warranty.** Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Goods (“**Warranty Period**”), that such Goods will materially conform to the specifications set forth in Seller’s published specifications in effect as of the date of manufacture. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. This workmanship warranty will terminate one (1) year from the date Services were performed. **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.** Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 119. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE, REGARDLESS OF WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER SHALL HAVE NO LIABILITY TO BUYER (AND BUYER HEREBY WAIVES ALL RIGHTS TO RECOVER FROM SELLER) FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO A THIRD PARTY PRODUCT.** Seller shall not be liable for a breach of the warranties set forth herein unless Buyer gives written notice of the defective Goods or



Engineered Cooling Services

Services to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect. Seller shall not be liable for a breach of the warranty set forth herein if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's instructions; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller. Subject to the limitations herein, with respect to any such Goods during the warranty period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. Subject to the limitations herein above, with respect to any Services subject to a claim under the warranty set forth herein, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.**

10. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, CLAIMS OF TENANTS, OR CLAIMS OF CLIENTS, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE IMMEDIATELY PRECEDING ONE (1) YEAR PERIOD.

11. Insurance. During the term of this Agreement, each party shall, at its own expense, maintain and carry insurance in which includes, but is not limited to, commercial general liability (including product liability and liability covering independent contractors) in reasonable amounts. Buyer shall carry all risk property insurance to the full value of the materials and equipment and name Seller as an additional insured.

12. Indemnification. To the fullest extent permitted by law, Buyer shall indemnify, defend, release, and hold harmless Seller, its affiliates, and its and their respective agents, representatives, contractors and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Services or deliver of Goods hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Buyer, anyone directly or indirectly employed by Buyer, or anyone for whose acts Buyer may be liable, regardless of whether it is caused in part by the negligence of Seller.

13. Termination. In addition to any remedies herein, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of these Terms; or (c) becomes insolvent. In addition, if the project to which the Goods and Services relate is paused for a period of thirty (30) days through no act or fault of Seller, Seller may terminate this Agreement and immediately recover from Buyer payment for all work to date and for any proven loss, including reasonable profit and damages.

14. Confidential Information. All information of Seller disclosed by Seller to Buyer in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Force Majeure. Seller shall not be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. Miscellaneous. This Agreement is governed by laws of the State in which the Goods are delivered and/or the Services are performed. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination of this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these terms and is signed by an authorized representative of each party.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature

Date

Engineered Cooling Services

Building Efficiency and Sustainability

A Service Logic Company

Installation of
GPS[®]
Needlepoint Bipolar Ionization

GPS delivers P.O.P.E



PARTICLES
REDUCED



ODORS
NEUTRALIZED



PATHOGENS
KILLED



ENERGY
SAVED

Engineering Air for a Cleaner World™



Engineered Cooling Services

INSTALLATION PROPOSAL

BY AND BETWEEN:

Contractor Performing Work:

Engineered Cooling Services
2801 N. Davis Hwy.
Pensacola, Florida 32503

Customer:

City of Pensacola
222 West Main Street
Pensacola, FL 32502

Project Location: Pensacola Police Department

Contact: Robbie McGuire

Contact Phone: 850-982-9681

Quote # Q-02-2022-244390

NCPA Contract Number: 2022-6909862297

Project Description: Needlepoint Bipolar Ionization Installation

We are pleased to offer our proposal to install GPS products providing the needlepoint bipolar ionization product. Below is our suggested scope of work.

Labor and Material:

Provide all necessary labor and materials to install GPS needlepoint bipolar ionization units:

Material Required:

Qty	UOM	Tag	Item ID	
1	Each	AHU 1		GPS-iMod-60-Snap, Qty per AHU: 2, 2 - 15 ft Custom Cables, 1 GPS-iMod-PS, GPS-NEMA4-OE, 10-Magnets
1	Each	AHU 2		GPS-iMod-84-Snap, Qty per AHU: 2, 2 - 15 ft Custom Cables, 2 GPS-iMod-PS, GPS-NEMA4-OE, 12-Magnets
1	Each	AHU 3		GPS-iMod-72-Snap, Qty per AHU: 1, 1 - 15 ft Custom Cable, 1 GPS-iMod-PS, GPS-NEMA4-OE, 5-Magnets
1	Each	AHU 4		GPS-iMod-66-Snap, Qty per AHU: 1, 1 - 15 ft Custom Cable, 1 GPS-iMod-PS, GPS-NEMA4-OE, 5-Magnets
1	Each	OAU 1		GPS-iMod-42-Snap, Qty per AHU: 1, 1 - 15 ft Custom Cable, 1 GPS-iMod-PS, GPS-NEMA4-OE, 4-Magnets
1	Each	Evidence Room		GPS-iMod-48-Snap, Qty per AHU: 1, 1 - 15 ft Custom Cable, 1 GPS-iMod-PS, GPS-NEMA4-OE, 4-Magnets
1	Each	BC2 Gym		GPS-DM48-AC, Qty per AHU: 1
1	Each	Evidence Room		GPS-DM48-AC, Qty per AHU: 2

Provide newly installed GPS equipment startup and commissioning to ensure proper operations.

Site Preparation:

Equipment coils should be in clean condition to ensure proper equipment operation. Coil cleaning needing to be performed prior to installation will be provided to customer under a separate quote.

Warranty:

Provide one-year warranty on new equipment, materials, and installation craftsmanship.

Our proposal excludes the following:

Providing any labor, materials, or equipment for work not explicitly detailed in the above scope, including but



not limited to:

- Labor outside normal business hours, 7:30 a.m. to 4:30 p.m. Monday through Friday.
- Coil cleaning that may be required.
- Engineering of any sort.
- Hazardous material testing and abatement.
- Any provision of temporary heating, cooling, ventilation, or exhaust.

Pricing Summary:

Base Scope:\$84,006.00

ACCEPTED (INITIAL)_____

DECLINED (INITIAL) _____

“This Agreement is the property of Engineered Cooling Services and is provided for the Customer's use only. Pricing stated in this Agreement will remain active for thirty (30) days from the proposal date.”

ENGINEERED COOLING SERVICES

CUSTOMER

Russ Brock – Project Sales Engineer

Signature

Print Name

Title & Date





CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by ENGINEERED COOLING SERVICES (“**Seller**”) to ECUA (“**Buyer**”). The accompanying [quotation/confirmation of sale/invoice] (the “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. In the event of a conflict between the risk-shifting terms contained in these general terms and conditions and in the Sales Confirmation, the terms contained in these general terms and conditions shall control and prevail.
2. **Delivery of Goods and Performance of Services.** The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location described in the Sales Confirmation (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
3. **Shipping Terms.** Delivery of the Goods shall be made FOB as set forth in the Sales Confirmation.
4. **Title and Risk of Loss.** Risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Title passes to Buyer only upon payment for the Goods in full.
5. **Buyer’s Acts or Omissions.** If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, representatives, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.
6. **Nonconforming Goods.** Buyer shall inspect the Goods immediately upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within 1 day after the Inspection Period and furnishes such written evidence or other documentation as required by Seller.
7. **Price.** Buyer shall purchase the Goods and Services from Seller at the prices (the “**Price[s]**”) set forth in Seller’s published price list in force as of the date of the Sales Confirmation. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any government.
8. **Payment Terms.** Buyer shall pay all invoiced amounts due to Seller within 10 days from the date of Seller’s invoice. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise. Buyer shall not leave any of the Goods or Services furnished or installed by Seller in operation until the customer has approved and accepted same and paid Seller the billed Price for such Goods and Services in full.
9. **Limited Warranty.** Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Goods (“**Warranty Period**”), that such Goods will materially conform to the specifications set forth in Seller’s published specifications in effect as of the date of manufacture. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. This workmanship warranty will terminate one (1) year from the date Services were performed. **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.** Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 119. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE, REGARDLESS OF WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER SHALL HAVE NO LIABILITY TO BUYER (AND BUYER HEREBY WAIVES ALL RIGHTS TO RECOVER FROM SELLER) FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO A THIRD PARTY PRODUCT.** Seller shall not be liable for a breach of the warranties set forth herein unless Buyer gives written notice of the defective Goods or



Engineered Cooling Services

Services to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect. Seller shall not be liable for a breach of the warranty set forth herein if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's instructions; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller. Subject to the limitations herein, with respect to any such Goods during the warranty period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. Subject to the limitations herein above, with respect to any Services subject to a claim under the warranty set forth herein, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.**

10. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, CLAIMS OF TENANTS, OR CLAIMS OF CLIENTS, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE IMMEDIATELY PRECEDING ONE (1) YEAR PERIOD.

11. Insurance. During the term of this Agreement, each party shall, at its own expense, maintain and carry insurance in which includes, but is not limited to, commercial general liability (including product liability and liability covering independent contractors) in reasonable amounts. Buyer shall carry all risk property insurance to the full value of the materials and equipment and name Seller as an additional insured.

12. Indemnification. To the fullest extent permitted by law, Buyer shall indemnify, defend, release, and hold harmless Seller, its affiliates, and its and their respective agents, representatives, contractors and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Services or deliver of Goods hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Buyer, anyone directly or indirectly employed by Buyer, or anyone for whose acts Buyer may be liable, regardless of whether it is caused in part by the negligence of Seller.

13. Termination. In addition to any remedies herein, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of these Terms; or (c) becomes insolvent. In addition, if the project to which the Goods and Services relate is paused for a period of thirty (30) days through no act or fault of Seller, Seller may terminate this Agreement and immediately recover from Buyer payment for all work to date and for any proven loss, including reasonable profit and damages.

14. Confidential Information. All information of Seller disclosed by Seller to Buyer in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Force Majeure. Seller shall not be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. Miscellaneous. This Agreement is governed by laws of the State in which the Goods are delivered and/or the Services are performed. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination of this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these terms and is signed by an authorized representative of each party.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature

Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00673

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

MAYORAL APPOINTMENTS - DOWNTOWN IMPROVEMENT BOARD (DIB)

RECOMMENDATION:

That City Council affirm the Mayor's appointment of Nathan Hollar and reappointment of Jean Pierre N'dione to the Downtown Improvement Board (DIB) for a term of three (3) years expiring June 30, 2025.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Downtown Improvement Board (DIB) is a quasi-governmental, not-for-profit agency created in 1972 for the purpose of physically, economically and socially revitalizing downtown Pensacola. The DIB coordinates the marketing and promotion of the 44-block central business core of downtown Pensacola.

The DIB was created by a Special Act of the Florida Legislature Section 72.662 and is to be composed of five (5) members appointed by the Mayor and confirmed by the City Council. Members must be owners of realty within the downtown area, subject to ad valorem taxation, or a lessee thereof required by lease to pay taxes. No voting member may be a City or County Officer or employee.

Article II, Section I (1) - Board Composition, Term and Appointments, states in part, "...The Board shall be composed of five (5) members appointed by the Mayor of Pensacola with the concurrence of the Pensacola City Council for three (3) year staggered terms."

PRIOR ACTION:

None

FUNDING:

NA

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/7/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

ATTACHMENTS:

- 1) Resume - Nathan Hollar
- 2) Application of Interest - Jean Pierre N'dione

PRESENTATION: No

NATHAN HOLLER

PROFILE

Highly motivated restaurant owner/operator successful at maintaining staff focus, efficiency and productivity in high-volume, fast-paced operations. Experienced with sourcing ingredients, controlling budgets and boosting restaurant profiles.

EXPERIENCE

OWNER/OPERATOR, DOG HOUSE DELI; PENSACOLA BEACH – 2009-2020

Created a popular destination for locals and visitors of pensacola beach to enjoy and learn about the local foods and culture.

OWNER/OPERATOR, VACATION OUTFITTERS, PENSACOLA, FL – 2019-PRESENT

Property management/realty development/ vacation planning company specializing in planning and executing vacations for those looking to come or go from Pensacola.

CO-OWNER/OPERATOR, THE DOG HOUSE; DOWNTOWN PENSACOLA – 2018-PRESENT

Rebuilt and reengineered a 40 year old family ran establishment to ensure the longevity while increasing the pay for employees and the pay for the owners.

SKILLS

- Creating top end pay model for industry workers
- Food preparation and safety
- Food plating and presentation
- Passion for customer satisfaction
- Staff Management
- Cost-controls
- Business operations
- Kitchen equipment operation and maintenance

34 Calle Traviesa Pensacola, Fl 32561 (850) 206-0607 Nathanlholler@gmail.com

From: noreply@civicplus.com
Sent: Sunday, June 5, 2022 4:56 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Application for Boards, Authorities, and Commissions - Mayoral Appointment

This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. 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.

If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Jean Pierre Ndione
Home Address	1960 Seville Drive 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)	8503242823
Email Address	jpn@goodgrits.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?	23 years
---	----------

Do you own property within the City limits?	Yes
---	-----

Are you a registered voter in the city?	Yes
---	-----

Board(s) of interest:	DIB
-----------------------	-----

Please list the reasons for your interest in this position:	As a business and property owner in the District, 1. I would like to continue to add to the growth and development of the area 3. Be the voice of stakeholders. 2. Bring exciting ideas to help boost the growth and development of Downtown 3 . Serve as a role model for participation in City Boards
---	---

Do you currently serve on a board?	Yes
------------------------------------	-----

If yes, which board(s)?	DIB
-------------------------	-----

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

If so, what office?	<i>Field not completed.</i>
---------------------	-----------------------------

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

(Section Break)

Diversity

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

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

Race	African-American
------	------------------

Physically Disabled

No

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00481

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING - PROPOSED AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT- AND TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY

RECOMMENDATION:

That City Council conduct the first of two required public hearings on June 16, 2022 to consider the proposed amendment to the City's Comprehensive Plan specific to the Property Rights Element and transmittal to the Department of Economic Opportunity for review.

HEARING REQUIRED: Public

SUMMARY:

The proposed Property Rights Element was prepared in accordance with the provisions of SB 59 (Fla. Stat. 163.3177 (6)(i)), which was passed during the 2021 Florida Legislative Session, signed into law by Gov. DeSantis, and incorporated into Florida's Community Planning Act. Every city and county in Florida shall "include in its comprehensive plan a property rights element." As such, the City of Pensacola, must adopt this new element to be in compliance.

The Planning Board recommended approval of the proposed amendment, and it carried 4:2 at their regular meeting on November 9, 2021.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/9/2021

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator, Community Development

Sherry Morris, AICP, Development Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 27-22
- 2) Planning Board Minutes November 9, 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 27-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION,
FOLLOWING THE REQUIRED STATUTORY REVIEW
PROCESS BY THE STATE OF FLORIDA, AMENDMENTS
TO THE COMPREHENSIVE PLAN OF THE CITY OF
PENSACOLA, FLORIDA, PROPERTY RIGHTS ELEMENT;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on
October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on June 16,
2022 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health,
safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in
Section 163.3184, Fla. Stat., and all other applicable provisions of law and local
procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public
hearing was held pursuant to the provisions referred to hereinabove as to the following
amendments to the Comprehensive Plan of the City of Pensacola;

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

SECTION 1. The City of Pensacola City Council does hereby approve for
adoption, after transmittal to the state land planning agency and the completion of the
statutory process set forth in Section 163.3184, these amendments to the City's
Comprehensive Plan.

PROPERTY RIGHTS ELEMENT

GOAL PRE-1: Ensure private real property rights are considered in local decision-making and that judicially acknowledged and constitutionally protected private property rights are respected through the inclusion of a Property Rights Element within the City of Pensacola Comprehensive Plan. For purposes of the Property

Rights Element, the term “property owner” or “real property owner” means the person who holds legal title to the real property that is the subject of and directly impacted by the action of the City in its local decision-making. The term does not include another governmental entity

Objective PRE-1.1: Implement and maintain mechanisms to ensure that private property rights are considered in local decision-making. Provided, nothing in this Property Rights Element is intended to grant additional rights not already in existence or to supersede existing rights in accordance with the law. Further, nothing herein shall require the City to ascertain or determine the existence of any purported private interest in real property; those matters are within the jurisdiction of the circuit courts not the City (see s. 26.012(g), Florida Statutes (2021), and Art. V, Sec. 20(c)(3), Fla. Const. as may be amended from time-to-time).

Policy PRE-1.1: When real property is the subject of and directly impacted by a proposed action being considered by the City of Pensacola, the City shall consider as part of its decision making, the following:

Policy PRE-1.1.1: The right of a real property owner to physically possess and control his or her interests in the real property, including easements, leases, or mineral rights.

Policy PRE-1.1.2: The right of a real property owner to use, maintain, develop, and improve his or her real property for personal use or for the use of any other person, subject to applicable federal, state, and local law.

Policy PRE-1.1.3: The right of a real property owner to privacy and to exclude others from the property to protect the property owner’s legal interests in such real property, subject to applicable federal, state, and local law.

Policy PRE-1.1.4: The right of a real property owner to dispose of his or her real property interest through sale or gift.

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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of

intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD
November 9, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, City Surveyor Odom, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris, Senior Planner Statler

OTHERS PRESENT: Rand Hicks, William Van Horn II, Todd Snyder, Charlie Krasnosky

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from October 12, 2021
- **New Business:**
- REQUEST FOR PRELIMINARY PLAT APPROVAL - THE LANDINGS AT DEVILLIERS SUBDIVISION
- COMPREHENSIVE PLAN AMENDMENT - PROPERTY RIGHTS ELEMENT
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Powell made a motion to approve the October 12, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 6 to 0.

New Business –

2. REQUEST FOR PRELIMINARY PLAT APPROVAL - THE LANDINGS AT DEVILLIERS SUBDIVISION

Robert C. Krasnosky, PE is requesting preliminary plat approval for The Landings at DeVilliers Subdivision located along the east side of DeVilliers Street between La Rua and Jackson Street. This property is located in the R-NCB - Residential/neighborhood commercial - B zoning district. Six (6) parcels will be subdivided into twelve (12) lots to accommodate single-family attached residences.

- Per Sec. 12-2-76: Subdivision of 5 lots or more constitutes a major subdivision
- Property area: 0.77 acres
- Maximum Density: 35 Units Per Acre
- Proposed Setback requirements per Section 12-3-7:
 - o Front Yard - 15 Feet
 - o Side Yard - 5 Feet
 - o Rear Yard - 15 Feet

The preliminary plat has been routed through the various City departments and utility providers. Chairperson Ritz noted that the City Surveyor had reviewed the process for meeting the basic requirements. Assistant Planning Director Cannon advised the Board would consider Section 12-7-3 for subdivision approval and 12-7-8 for preliminary plat requirements. An aerial photo was provided to the Board.

Mr. Krasnosky addressed the Board and stated they had the preliminary civil design ready which addressed the CRA parking requirements in the rear. Stormwater on the east side had been addressed with a 3' vertical pond. Their tree mitigation would be canopy style; the CRA requirement was 1 tree per unit.

Board Member Powell asked if there had been discussion with the community regarding the development, and Mr. Krasnosky was not aware of any correspondence concerning the townhomes. Board Member Powell stated her concerns about gentrification going on in that area and asked if there was input from the community. Mr. Krasnosky explained the developer might not be aware of that need. Board Member Powell suggested it would be in the developer's interest to have the discussions with the community. Chairperson Ritz explained he did not know if he had decided on any particular approach, but it was something he thought about when driving in the area. Board Member Villegas asked if the developer was ready to begin after the preliminary plat approval, and Mr. Krasnosky did not know the timeframe but felt it would be upon approval. Chairperson Ritz advised the applicant would return for the final plat approval, and staff advised the Planning Board recommendation would proceed to City Council as a quasi-judicial hearing and the applicant has 365 days to submit the final plat.

Mr. Hicks then addressed the Board and stated that the Belmont DeVilliers neighborhood would like to be part of the conversation. He invited all parties to their Christmas party to get acquainted, discuss the plans, and begin to address gentrification. He considered the preliminary plat approval as an open door to something even better. Staff addressed the lot width for R-NCB which was neighborhood commercial that required 16' lot width minimum with the lot coverage of 75%; it was noted the project lot width was mostly 21'. Board Member Van Hoose asked if the Board was approving the preliminary plat with the understanding any comments would be addressed in the final plat, and Chairperson Ritz advised if there were heavy comments or some material item missing from the plat, there would be something noted to disapprove; simple comments would carry forward for correction on the final plat. Mr. Odom, City Surveyor, explained at the point when the final plat returns to the City, he would sign and seal that the plat met the State statutes, which would mean all the technical pieces were taken care of prior to coming to the City. Board Member Grundhoefer explained he had seen developers want to construct the

townhomes, and they might take out a house or two to put up 12 houses; sometimes there was an existing structure with historical significance. In this case, there was one structure which was a business and did not seem to have historical significance, and he felt this project was an improvement to the neighborhood. Historic Preservation Planner Harding advised the vacant commercial building referred to had undergone the Historical Structures Demolition Review by the ARB who had approved its demolition. Board Member Powell explained this was a good opportunity to do something great and not just fill a space.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried 6 to 0.

3. COMPREHENSIVE PLAN AMENDMENT - PROPERTY RIGHTS ELEMENT

The attached Property Rights Element is in accordance with the provisions of SB 59 (Fla. Stat. 163.3177 (6)(i)), passed during the 2021 Florida Legislative Session, signed into law by Gov. DeSantis, and incorporated into Florida's Community Planning Act. Every city and county in Florida shall "include in its comprehensive plan a property rights element." As such, the City of Pensacola, must adopt this new element "by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021 or the date of the next scheduled evaluation and appraisal of its comprehensive plan."

Staff explained we were modeling this language after the neighboring counties of Walton, Okaloosa County, and the City of Milton. Chairperson Ritz explained this language would go into the Comprehensive Plan and was not a part of the LDC Chapter 12. Board Member Powell asked why this language was necessary when one would think their property rights would be protected. Staff advised for the past four years, there was an effort to get this language passed, and they had the votes to do so this year. Assistant City Attorney Lindsay stated the state of Florida was one of the best states to reside in if you were a property owner, and the property rights were very well protected before this legislation. She did explain there were some circumstances which had originated in other jurisdictions in south Florida which caused some legislatures to receive calls from upset property owners; her statement to legislature was to not punish the whole state because some folks were upset with a situation in south Florida.

Board Member Larson pointed out **line 9 "impacted by the action of the County" which needed to refer to "City."** Board Member Powell addressed line 25 "possess and control his or her interests in the real property, including easements" and asked the real meaning. Assistant Planning Director Cannon advised her understanding was that statement was more inclusive of your property rights, taking into account mineral rights, etc., and to expand that language. Chairperson Ritz pointed out in taking a property for imminent domain, mineral rights might not have been a part of the process to determine the value of the property; this language would mean they would consider compensating for mineral rights. Staff explained if the government were to take your land and not consider the mineral rights, you would not be getting a fair value, so the language was meant to leverage more weight to the property owner.

Chairperson Ritz advised the language would begin with this Board and proceed to Council. **Board Member Larson made a motion to approve with the noted correction, seconded by Board Member Van Hoose.** Staff advised the language was composed from the State statute template from the governor's office. Board Member Van Hoose explained the language would always be subject to interpretation, and it might give homeowners and property owners the idea they have more rights than they did before,

even though the language states they do not. Board Member Grundhoefer did not know why it could not stay with the State statutes and not be required to be incorporated into the local jurisdiction. Chairperson Ritz pointed out the language stated every city and county in Florida shall “include in its comprehensive plan a property rights element” so each jurisdiction was mandated to create that language; it was not a rubber stamp, but the City was being instructed to do this.

Board Member Powell pointed out there were concerns that Board members wanted Council to consider; she suggested amending the motion to have Council consider those concerns. Chairperson Ritz asked if the language was not accepted by the Board, what would go in its place. Staff asked if it was the language or the process in question. Board Member Van Hoose did not have a solution to the language, but the notion itself was a concern more than specific words. She asked if the amendment was to ask Council to review the document; Board Member Powell clarified it should be determined what the Board wanted Council to review. Chairperson Ritz advised Council would review the document no matter what, so if the intent was to alter the language, the Board would need to come up with that language, but if it was the process, then the Board would need to talk about that. In an advisory capacity, the Board’s decision moves to the Council. Staff advised the current document contained the key elements of what was signed into legislation. Assistant City Attorney Lindsay stated the Comprehensive Plan flows from the Statutes, but if the Board was not satisfied with the language, it could ask Legal to provide more information so the Board could create the model Council should consider. Chairperson Ritz explained there were certain rights by right – with commercial property in the C-1 district, you could build a 10-story building, but when someone asks for something that is not by right, the property rights do not include what is not by right. Board Member Van Hoose pointed out line 14 for “nothing in this Property Rights Element is intended to grant additional rights not already in existence or to supersede existing rights in accordance with the law.”

Chairperson Ritz advised if the Board approved the motion as it stands, and did not edit it, it would proceed to Council. If the Board did not support the motion, it would need criteria on why it didn’t that was clear and concise, since Council would want to consider that. Board Member Villegas asked if it was more beneficial to have more language associated with this document. Assistant City Attorney Lindsay advised if the Board did not have enough information to evaluate the language, then perhaps the recommendation to Council would be to evaluate other ways of wording this property rights element - we have these concerns, etc. Staff explained they were trying not to reinvent the wheel and less was more, and if the Board was confused with this one-page document, 10 pages would exacerbate the confusion.

Assistant City Attorney Lindsay read Florida Statute 163.3177 that every city and county in Florida shall “include in its comprehensive plan a property rights element.” A local government may adopt its own property rights element or use the following statement of rights. The following rights shall be considered in local decision making: 1) the right of the property owner to physically possess and control his or her interest in the property including easements, leases, or mineral rights. 2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person subject to state law and local ordinances. 3) The right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property. 4) The right of a property owner to dispose of his or her property through sale or gift.

Staff advised the document would proceed to Council and then to the State for final approval or corrections – the State would have the last word on compliance with the statute. **It was noted line 17 should be researched for circuit courts not the "County" to possibly be changed to "City."** Board Member Villegas stated the discussion had provided clarification.

Assistant City Attorney Lindsay explained the language added potential legal complications because someone could say you violated the Comprehensive Plan, and this is how you did not follow it. She felt it would increase litigation since it adds a new avenue; the law had not added a new right, but if you violated that right, it added a new way to enforce that right by claiming a violation of the Comprehensive Plan.

The motion then carried 4 to 2 with the noted corrections with Board Members Larson and Grundhoefer dissenting. Board Member Grundhoefer stated he was not going to suggest an alternative and thought Legal would draft the shorter version. Board Member Larson had no problem with the way the document was written but would like to make it shorter since the first paragraph repeats the second paragraph, with the meat coming in the last four items, and those are spelled out by the State Legislature – why could we not do it by reference. Staff advised the document would go through Legal review before proceeding to Council. The preference of the Board was for more clarity and brevity.

Open Forum – Mr. Van Horn addressed the CRA Overlay District for C-2 properties. He had discussed the code design with DPZ and the possibility for administrative variances, and he knew this was hindering some commercial developments. He explained it was hard to work on some properties under the current CRA requirements, glazing being one of them. Staff advised on November 15, the Council agenda conference begins at 3:30, followed by the CRA meeting addressing some of the amendments they plan to bring to the Planning Board.

Adjournment – With no further business, the Board adjourned at 3:20 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 27-22

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 27-22 - PROPOSED AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 27-22 on first reading.

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, PROPERTY RIGHTS ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

The proposed Property Rights Element was created in accordance with the provisions of SB 59 (Fla. Stat. 163.3177 (6)(i)), passed during the 2021 Florida Legislative Session, signed into law by Gov. DeSantis, and incorporated into Florida's Community Planning Act. Every city and county in Florida shall "include in its comprehensive plan a property rights element." As such, the City of Pensacola, must adopt this new element.

The Planning Board recommended approval of the proposed amendments, and it carried 4:2 at their regular meeting on November 9, 2021.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/9/2021

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator, Community Development

Sherry Morris, AICP, Development Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 27-22
- 2) Planning Board Minutes November 9, 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 27-22

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION,
FOLLOWING THE REQUIRED STATUTORY REVIEW
PROCESS BY THE STATE OF FLORIDA, AMENDMENTS
TO THE COMPREHENSIVE PLAN OF THE CITY OF
PENSACOLA, FLORIDA, PROPERTY RIGHTS ELEMENT;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on
October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on June 16,
2022 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health,
safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in
Section 163.3184, Fla. Stat., and all other applicable provisions of law and local
procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public
hearing was held pursuant to the provisions referred to hereinabove as to the following
amendments to the Comprehensive Plan of the City of Pensacola;

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

SECTION 1. The City of Pensacola City Council does hereby approve for
adoption, after transmittal to the state land planning agency and the completion of the
statutory process set forth in Section 163.3184, these amendments to the City's
Comprehensive Plan.

PROPERTY RIGHTS ELEMENT

GOAL PRE-1: Ensure private real property rights are considered in local decision-making and that judicially acknowledged and constitutionally protected private property rights are respected through the inclusion of a Property Rights Element within the City of Pensacola Comprehensive Plan. For purposes of the Property

Rights Element, the term “property owner” or “real property owner” means the person who holds legal title to the real property that is the subject of and directly impacted by the action of the City in its local decision-making. The term does not include another governmental entity

Objective PRE-1.1: Implement and maintain mechanisms to ensure that private property rights are considered in local decision-making. Provided, nothing in this Property Rights Element is intended to grant additional rights not already in existence or to supersede existing rights in accordance with the law. Further, nothing herein shall require the City to ascertain or determine the existence of any purported private interest in real property; those matters are within the jurisdiction of the circuit courts not the City (see s. 26.012(g), Florida Statutes (2021), and Art. V, Sec. 20(c)(3), Fla. Const. as may be amended from time-to-time).

Policy PRE-1.1: When real property is the subject of and directly impacted by a proposed action being considered by the City of Pensacola, the City shall consider as part of its decision making, the following:

Policy PRE-1.1.1: The right of a real property owner to physically possess and control his or her interests in the real property, including easements, leases, or mineral rights.

Policy PRE-1.1.2: The right of a real property owner to use, maintain, develop, and improve his or her real property for personal use or for the use of any other person, subject to applicable federal, state, and local law.

Policy PRE-1.1.3: The right of a real property owner to privacy and to exclude others from the property to protect the property owner’s legal interests in such real property, subject to applicable federal, state, and local law.

Policy PRE-1.1.4: The right of a real property owner to dispose of his or her real property interest through sale or gift.

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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD
November 9, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, City Surveyor Odom, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris, Senior Planner Statler

OTHERS PRESENT: Rand Hicks, William Van Horn II, Todd Snyder, Charlie Krasnosky

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from October 12, 2021
- **New Business:**
 - REQUEST FOR PRELIMINARY PLAT APPROVAL - THE LANDINGS AT DEVILLIERS SUBDIVISION
 - COMPREHENSIVE PLAN AMENDMENT - PROPERTY RIGHTS ELEMENT
 - Discussion
 - Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Powell made a motion to approve the October 12, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 6 to 0.

New Business –

2. REQUEST FOR PRELIMINARY PLAT APPROVAL - THE LANDINGS AT DEVILLIERS SUBDIVISION

Robert C. Krasnosky, PE is requesting preliminary plat approval for The Landings at DeVilliers Subdivision located along the east side of DeVilliers Street between La Rua and Jackson Street. This property is located in the R-NCB - Residential/neighborhood commercial - B zoning district. Six (6) parcels will be subdivided into twelve (12) lots to accommodate single-family attached residences.

- Per Sec. 12-2-76: Subdivision of 5 lots or more constitutes a major subdivision
- Property area: 0.77 acres
- Maximum Density: 35 Units Per Acre
- Proposed Setback requirements per Section 12-3-7:
 - o Front Yard - 15 Feet
 - o Side Yard - 5 Feet
 - o Rear Yard - 15 Feet

The preliminary plat has been routed through the various City departments and utility providers. Chairperson Ritz noted that the City Surveyor had reviewed the process for meeting the basic requirements. Assistant Planning Director Cannon advised the Board would consider Section 12-7-3 for subdivision approval and 12-7-8 for preliminary plat requirements. An aerial photo was provided to the Board.

Mr. Krasnosky addressed the Board and stated they had the preliminary civil design ready which addressed the CRA parking requirements in the rear. Stormwater on the east side had been addressed with a 3' vertical pond. Their tree mitigation would be canopy style; the CRA requirement was 1 tree per unit.

Board Member Powell asked if there had been discussion with the community regarding the development, and Mr. Krasnosky was not aware of any correspondence concerning the townhomes. Board Member Powell stated her concerns about gentrification going on in that area and asked if there was input from the community. Mr. Krasnosky explained the developer might not be aware of that need. Board Member Powell suggested it would be in the developer's interest to have the discussions with the community. Chairperson Ritz explained he did not know if he had decided on any particular approach, but it was something he thought about when driving in the area. Board Member Villegas asked if the developer was ready to begin after the preliminary plat approval, and Mr. Krasnosky did not know the timeframe but felt it would be upon approval. Chairperson Ritz advised the applicant would return for the final plat approval, and staff advised the Planning Board recommendation would proceed to City Council as a quasi-judicial hearing and the applicant has 365 days to submit the final plat.

Mr. Hicks then addressed the Board and stated that the Belmont DeVilliers neighborhood would like to be part of the conversation. He invited all parties to their Christmas party to get acquainted, discuss the plans, and begin to address gentrification. He considered the preliminary plat approval as an open door to something even better. Staff addressed the lot width for R-NCB which was neighborhood commercial that required 16' lot width minimum with the lot coverage of 75%; it was noted the project lot width was mostly 21'. Board Member Van Hoose asked if the Board was approving the preliminary plat with the understanding any comments would be addressed in the final plat, and Chairperson Ritz advised if there were heavy comments or some material item missing from the plat, there would be something noted to disapprove; simple comments would carry forward for correction on the final plat. Mr. Odom, City Surveyor, explained at the point when the final plat returns to the City, he would sign and seal that the plat met the State statutes, which would mean all the technical pieces were taken care of prior to coming to the City. Board Member Grundhoefer explained he had seen developers want to construct the

townhomes, and they might take out a house or two to put up 12 houses; sometimes there was an existing structure with historical significance. In this case, there was one structure which was a business and did not seem to have historical significance, and he felt this project was an improvement to the neighborhood. Historic Preservation Planner Harding advised the vacant commercial building referred to had undergone the Historical Structures Demolition Review by the ARB who had approved its demolition. Board Member Powell explained this was a good opportunity to do something great and not just fill a space.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried 6 to 0.

3. COMPREHENSIVE PLAN AMENDMENT - PROPERTY RIGHTS ELEMENT

The attached Property Rights Element is in accordance with the provisions of SB 59 (Fla. Stat. 163.3177 (6)(i)), passed during the 2021 Florida Legislative Session, signed into law by Gov. DeSantis, and incorporated into Florida's Community Planning Act. Every city and county in Florida shall "include in its comprehensive plan a property rights element." As such, the City of Pensacola, must adopt this new element "by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021 or the date of the next scheduled evaluation and appraisal of its comprehensive plan."

Staff explained we were modeling this language after the neighboring counties of Walton, Okaloosa County, and the City of Milton. Chairperson Ritz explained this language would go into the Comprehensive Plan and was not a part of the LDC Chapter 12. Board Member Powell asked why this language was necessary when one would think their property rights would be protected. Staff advised for the past four years, there was an effort to get this language passed, and they had the votes to do so this year. Assistant City Attorney Lindsay stated the state of Florida was one of the best states to reside in if you were a property owner, and the property rights were very well protected before this legislation. She did explain there were some circumstances which had originated in other jurisdictions in south Florida which caused some legislatures to receive calls from upset property owners; her statement to legislature was to not punish the whole state because some folks were upset with a situation in south Florida.

Board Member Larson pointed out **line 9 "impacted by the action of the County" which needed to refer to "City."** Board Member Powell addressed line 25 "possess and control his or her interests in the real property, including easements" and asked the real meaning. Assistant Planning Director Cannon advised her understanding was that statement was more inclusive of your property rights, taking into account mineral rights, etc., and to expand that language. Chairperson Ritz pointed out in taking a property for imminent domain, mineral rights might not have been a part of the process to determine the value of the property; this language would mean they would consider compensating for mineral rights. Staff explained if the government were to take your land and not consider the mineral rights, you would not be getting a fair value, so the language was meant to leverage more weight to the property owner.

Chairperson Ritz advised the language would begin with this Board and proceed to Council. **Board Member Larson made a motion to approve with the noted correction, seconded by Board Member Van Hoose.** Staff advised the language was composed from the State statute template from the governor's office. Board Member Van Hoose explained the language would always be subject to interpretation, and it might give homeowners and property owners the idea they have more rights than they did before,

even though the language states they do not. Board Member Grundhoefer did not know why it could not stay with the State statutes and not be required to be incorporated into the local jurisdiction. Chairperson Ritz pointed out the language stated every city and county in Florida shall “include in its comprehensive plan a property rights element” so each jurisdiction was mandated to create that language; it was not a rubber stamp, but the City was being instructed to do this.

Board Member Powell pointed out there were concerns that Board members wanted Council to consider; she suggested amending the motion to have Council consider those concerns. Chairperson Ritz asked if the language was not accepted by the Board, what would go in its place. Staff asked if it was the language or the process in question. Board Member Van Hoose did not have a solution to the language, but the notion itself was a concern more than specific words. She asked if the amendment was to ask Council to review the document; Board Member Powell clarified it should be determined what the Board wanted Council to review. Chairperson Ritz advised Council would review the document no matter what, so if the intent was to alter the language, the Board would need to come up with that language, but if it was the process, then the Board would need to talk about that. In an advisory capacity, the Board’s decision moves to the Council. Staff advised the current document contained the key elements of what was signed into legislation. Assistant City Attorney Lindsay stated the Comprehensive Plan flows from the Statutes, but if the Board was not satisfied with the language, it could ask Legal to provide more information so the Board could create the model Council should consider. Chairperson Ritz explained there were certain rights by right – with commercial property in the C-1 district, you could build a 10-story building, but when someone asks for something that is not by right, the property rights do not include what is not by right. Board Member Van Hoose pointed out line 14 for “nothing in this Property Rights Element is intended to grant additional rights not already in existence or to supersede existing rights in accordance with the law.”

Chairperson Ritz advised if the Board approved the motion as it stands, and did not edit it, it would proceed to Council. If the Board did not support the motion, it would need criteria on why it didn’t that was clear and concise, since Council would want to consider that. Board Member Villegas asked if it was more beneficial to have more language associated with this document. Assistant City Attorney Lindsay advised if the Board did not have enough information to evaluate the language, then perhaps the recommendation to Council would be to evaluate other ways of wording this property rights element - we have these concerns, etc. Staff explained they were trying not to reinvent the wheel and less was more, and if the Board was confused with this one-page document, 10 pages would exacerbate the confusion.

Assistant City Attorney Lindsay read Florida Statute 163.3177 that every city and county in Florida shall “include in its comprehensive plan a property rights element.” A local government may adopt its own property rights element or use the following statement of rights. The following rights shall be considered in local decision making: 1) the right of the property owner to physically possess and control his or her interest in the property including easements, leases, or mineral rights. 2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person subject to state law and local ordinances. 3) The right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property. 4) The right of a property owner to dispose of his or her property through sale or gift.

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Adjournment – With no further business, the Board adjourned at 3:20 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00485

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING - PROPOSED AMENDMENT TO THE COMPREHENSIVE PLAN -COASTAL MANAGEMENT ELEMENT - AND TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY

RECOMMENDATION:

That City Council conduct the first of two required public hearings on June 16, 2022 to consider the proposed amendment to the City's Comprehensive Plan specific to the Coastal Management Element and transmittal to the Department of Economic Opportunity for review.

HEARING REQUIRED: Public

SUMMARY:

In 2015 the Florida Legislature passed the Peril of Flood law which specified new requirements for the Coastal Management Element of local government's Comprehensive Plans. These requirements are related to coastal flooding and the impacts of sea level rise.

Pursuant to Section 163.3178(2)(f), Fla. Stat. (Peril of Flood Law) the attached amendments have been drafted for the City's Coastal Management Element of the Comprehensive Plan.

The Planning Board unanimously recommended approval of the proposed amendments in a 6 to 0 vote at their regular meeting on April 12, 2022.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator, Community Development

Sherry Morris, AICP, Development Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 29-22
- 2) Planning Board Minutes April 12, 2022 DRAFT

PRESENTATION: No

PROPOSED
ORDINANCE NO. 29-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION,
FOLLOWING THE REQUIRED STATUTORY REVIEW
PROCESS BY THE STATE OF FLORIDA, AMENDMENTS
TO THE COMPREHENSIVE PLAN OF THE CITY OF
PENSACOLA, FLORIDA, COASTAL MANAGEMENT
ELEMENT; REPEALING CLAUSE; PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on
October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on June 16,
2022 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health,
safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in
Section 163.3184, Fla. Stat., and all other applicable provisions of law and local
procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public
hearing was held pursuant to the provisions referred to hereinabove as to the following
amendments to the Comprehensive Plan of the City of Pensacola;

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

SECTION 1. The City of Pensacola City Council does hereby approve for
adoption, after transmittal to the state land planning agency and the completion of the
statutory process set forth in Section 163.3184, these amendments to the City's
Comprehensive Plan.

COASTAL MANAGEMENT ELEMENT

GOAL CM-1: The City shall manage the coastal system natural resources within the City limits in a manner that will maintain or enhance environmental, recreational, historic and economic qualities, protect human life, provide resiliency benefits and limit public expenditures in coastal areas.

Objective CM-1.1: The City shall encourage resilient shoreline development of those land uses which are dependent on or related to access to the water.

Policy CM-1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) shall be prioritized as follows to the maximum extent feasible

- A. Water dependent uses
 - 1. Commercial
 - 2. Light industrial
- B. Water related recreation
- C. Residential
- D. Commercial

Policy CM-1.1.2: All City owned or City financed waterfront development, except for industrial uses, shall provide for public waterfront access and shall be constructed considering future flood risk and sea level rise. All City owned and financed waterfront development using funds appropriated from the state shall comply with the requirements of Section 161.551, F.S.

Policy CM-1.1.3: The City shall encourage and coordinate in the development of additional marina facilities and fishing piers provided they meet the following criteria:

- * The use is compatible with surrounding land uses.
- * Upland support services are available.
- * A hurricane contingency plan is in place.
- * The water quality concerns have been addressed.
- * A plan is in place for mitigation actions in the event that the environment is adversely affected.
- * Buildings and supporting infrastructure is planned to incorporate considerations of impacts from future flood risk and sea level rise.
- * The economic need and feasibility for the facility have been established.

Policy CM-1.1.4: The City shall continue to provide for the siting of water-dependent and water-related uses through the zoning guidelines of the appropriate land use districts.

Policy CM-1.1.5: The City shall continue to utilize and develop its deepwater port, coordinating the port's activities with other City, County, regional, state and federal agencies in the following areas: transportation, land use, resiliency, natural and man-made hazards, protection of natural resources.

Policy CM-1.1.6: The City shall ~~enhance~~ maintain the urban waterfront through proper land use planning, the public acquisition of land for parks and open space, resiliency planning and adaptation, and the establishment of downtown waterfront pedestrian connections.

Objective CM-1.2: The City shall limit public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) except for restoration, resiliency and adaptation projects, or enhancement of natural resources.

Policy CM-1.2.1: The Coastal High Hazard Area (CHHA) will be the area seaward of the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy CM-1.2.2: Public funds shall be expended in the CHHA only in developments: that comply with residential densities adopted in this plan that will produce no adverse affects to the surrounding land uses or the environment ~~without approved mitigation~~ or adaptation plans; and/or, that would further open up the waterfront to public access.

Policy CM-1.2.3: The City shall take ~~whatever~~ actions ~~that are necessary~~ so that all new public facilities located near the City's shoreline or in the CHHA are resistant to storm events and meet all the building standards for the hurricane-force winds and floods including future flood risk from sea level rise. This may include the relocation of such facilities if they could be better protected to avoid impacts from future flood risk.

Objective CM-1.3: In accordance with the City's land development code, the City shall continue to direct high density population developments away from the City's CHHA.

Policy CM-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.
- * High density - Historic District.

Policy CM-1.3.2: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective CM-1.4: The City shall ~~provide~~ maintain, and if ~~necessary~~ feasible increase public access to available shoreline consistent with estimated need.

Policy CM-1.4.1: The City will limit vacations of public rights-of-way to maintain the public access to shorelines.

Policy CM-1.4.2: The City will continue to work with Escambia County to maintain and, if feasible, increase shoreline access to the public.

Policy CM-1.4.3: The City shall review and enforce the public access requirements of the Coastal Zone Protection Act of 1996.

Policy CM-1.4.4: The City shall coordinate land use plans for shoreline access to include proper circulation routes and parking facilities necessary for the particular locations and uses.

Policy CM-1.4.5: The City shall coordinate with the Escambia County Transit System for provision of public transportation to shoreline facilities.

Policy CM-1.4.6: The City shall promote public access and increase overall connectivity between existing neighborhoods and Pensacola Bay.

Objective CM-1.5: The City shall allow development in the CHHA only if it will not create a deficiency in the adopted minimum levels of service.

Policy CM-1.5.1: Level of service standards in the CHHA shall be consistent with those of the rest of the City to the extent practicable.

~~Policy CM-1.5.2: The City shall take all appropriate steps to provide that funding for infrastructure will be phased to coincide with the demands generated by development or redevelopment in the CHHA provided the development meets all the requirements of density and use set forth in the Future Land Use Plan is consistent with coastal resource protection and safe evacuation.~~

Objective CM-1.6: The City shall coordinate with State, regional and county agencies in evaluating major evacuation routes and determining where operational improvements can be made to maintain or reduce hurricane evacuation times or flood risk and shall work with the Civil Defense and Red Cross in identification and provision of adequate emergency shelter.

Policy CM-1.6.1: In the event of a natural disaster, the City shall respond to the instruction and guidance of the Escambia County Civil Defense office and follow the recommendations from the *Tri-State Hurricane Evacuation Study* for evacuation procedures.

Policy CM-1.6.2: The City shall periodically review the natural disaster plan, taking into consideration the capacity of evacuation routes as compared to the predicted population density listed in the Future Land Use Plan Element and other publications relating to natural disaster planning and vulnerability to sea level rise and other future flood risk.

Objective CM-1.7: The City will update post-disaster redevelopment plans based on building and construction regulations, city codes, and intergovernmental reports in coordination with Escambia County in order to minimize or eliminate the exposure of human life and property to natural disaster hazards, as necessary.

~~Policy CM-1.7.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.~~

Policy CM-1.7.3: Following a natural disaster, the City will seek Federal Acquisition and donation of properties along CHHA that have been damaged beyond repair, provided for by section 1362 of the NFIP.

Policy CM-1.7.4: The City shall identify all areas needing redevelopment to reduce or eliminate unsafe conditions and inappropriate uses in the CHHA.

Policy CM-1.7.5: The Post-Disaster Redevelopment Plan shall establish policies for the following: differentiating between repair and clean-up actions which are needed to protect public health and safety and those actions which constitute long-term repair and redevelopment activities; practices for removal, relocation or structural modification of damaged infrastructure and unsafe structures; limiting redevelopment in areas of repeated damage; and incorporating recommendations of interagency hazard mitigation reports into the local Comprehensive Plan.

Policy CM-1.7.6: The City shall develop regulatory or management techniques for general hazard mitigation including regulation of: beach alteration; stormwater management; and sanitary sewer facilities.

Policy CM-1.7.7: The City shall incorporate the recommendations of the hazard mitigation annex of the local peacetime emergency plan and applicable existing interagency hazard mitigation reports.

GOAL CM-2: The City shall plan for, and adapt to, the perils of flood associated the potential impacts of sea level rise to become a more resilient community and eliminate inappropriate and unsafe development in the coastal areas when opportunities arise.

Objective CM-2.1: The City shall include in its planning efforts development and redevelopment principles, strategies, and engineering solutions that reduce flood risk in coastal areas across the community, which results from the potential impacts of sea-level rise.

Policy 2.1.1: By 2021, the City shall conduct a vulnerability assessment that incorporates sea level rise projections for 2040, 2070 and 2100 to inform adaptation priorities. The vulnerability assessment shall help prioritize capital improvements planning to address near term vulnerabilities. Subject to funding availability, it is recommended that the vulnerability assessment be updated no less than every 10 years and incorporate a review of data to determine the most recent and appropriate sea level rise projections. Subsequent updates of the vulnerability assessment shall be consistent with state law including but not limited to Section 380.093, F.S. related to requirements for conducting vulnerability assessments.

Policy 2.1.2: By 2024, the City will include potential sea level rise projections in planning for development and redevelopment projects.

Policy 2.1.3: City shall promote strategies that include best practices that prioritize elevation and flood proofing, protection of building mechanical systems, onsite retention and pervious surfaces, shoreline protection and accommodation, site-specific flood management techniques, green infrastructure, maintaining access to services and managed retreat.

Policy 2.1.4: The City shall collaborate with its infrastructure, other service providers, the Florida Department of Transportation, the Florida Department of Environmental Protection, Escambia County, the Pensacola & Perdido Bays Estuary Program, Northwest Florida Water Management District and other regional partners to exchange climate and sea level rise data, plans, projects, programs and solutions to address future vulnerability and flood risks. The City shall actively

coordinate with the Florida Department of Environmental Protection on the Resilient Florida Grant Program, Comprehensive Statewide Flood Vulnerability and Sea level Rise Dataset, Assessment and Plan developed pursuant to Section 380.093, F.S.

Policy 2.1.5: All City owned and financed projects initiated and undertaken by a state- financed constructor in the coastal building zone related to major and non-habitable major structures, as defined in Section 161.54, F.S., using funds appropriated from the state shall comply with the requirements of Section 161.551, F.S. and Rule 62S-7, F.A.C.

Objective CM-2.2: The City shall encourage the use of best practices development and redevelopment principles, strategies, development techniques and engineering solutions at the site level that will result in the reduction of losses due to flooding and claims made under flood insurance policies. This shall include the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.

Policy 2.2.1: All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in the City's Floodplain Management provisions or the Florida Building Code, shall be located and constructed to minimize flood damage, meet floodway requirements, be appropriately anchored, including flood damage-resistant materials and have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24.

Policy 2.2.2: In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

Policy 2.2.3: The floodplain administrator / building official shall review all permit applications and plans to determine that the proposed development or redevelopment can be constructed such that it is reasonably safe from flooding. If a proposed development or redevelopment site is located in a flood hazard area, all site development activities including new construction and substantial improvements shall be designed and constructed with methods, practices and materials that will minimize the potential for flood damage.

Policy 2.2.4: The City shall continue to enforce setback and elevation requirements to promote the protection and safety of life and property. Expansions to the existing setback requirements contained in the land development regulations shall be considered as a means of reducing property damage caused by storms.

Policy 2.2.5: The City shall require that, to the greatest extent practicable, development activity, such as land clearing, grading and filling will not disturb natural drainage patterns.

Policy: 2.2.6: The City shall enforce all elevation requirements for structural, ancillary, electrical, water, wastewater and mechanical systems to mitigate risk from flooding impact.

Policy 2.2.7: Manufactured home construction must meet requisite elevation requirements, minimize flood damage and be reasonably safe from flooding, must be installed by licensed installers, must adhere to all Florida Building Code foundation, anchoring, elevation, enclosure and utility equipment requirements. New installations of manufactured homes shall not be permitted in floodways.

Policy 2.2.8: All public utilities and facilities such as sewer, gas, electric, communications, and water systems must be located and constructed to minimize or eliminate flood damage. Specifically, adequate drainage must be provided to reduce exposure to flood hazards; in at risk flood zones (AH and AO), adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Policy 2.2.9: No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless a floodway encroachment analysis demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation. Fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

Policy 2.2.10: The City shall continue to provide public information related to the revisions, development and adoption of FEMA's FIRM Flood Maps as well as strategies to increase resiliency to storm events and flooding in vulnerable areas.

Policy 2.2.11: Within one (1) year of final adoption of any updates to FEMA's Flood Insurance Rate Maps (FIRMs), the City shall review land development and floodplain management regulations to reflect updated flood risk data.

Policy 2.2.12: The City shall consider floodplain management and CHHA issues in making public acquisition decisions.

Policy 2.2.13: The City shall align housing policies focusing on affordability and workforce housing, code compliant reconstruction, elevation, floodproofing, relocation and other mitigation strategies to reduce losses from flooding and claims made under flood insurance policies.

Objective CM-2.3: The City shall maintain regulations consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60.

~~Policy CM-1.7.1~~ Policy 2.3.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.

Policy 2.3.2 The City shall maintain, review and update, at least every five (5) years, its Floodplain Management Regulations (Chapter 12-9):

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development that may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas; and
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.

Policy 2.3.3: The City shall continue its policy of reviewing the current Building Code and, as appropriate, adopting structural standards and site alteration restrictions that meet or exceed the minimum FEMA requirements. The recommendations of the applicable interagency hazard mitigation report shall be considered in revisions to the Code.

Policy 2.3.4: The City shall maintain and review regulations in special flood hazard areas to require construction by methods and practices that minimize flood damage, including but not limited to, anchoring by pilings or columns to prevent flotation, collapse and lateral movement of the structure; preventing the expansion, improvement or repair of construction below elevated post-FIRM buildings; prohibiting manmade alteration of dunes, mangrove stands or wetlands which would increase the potential of flood damage and elevation or freeboard standards for structures, electrical and mechanical equipment.

Objective CM-2.4: The City shall participate, and seek to enhance participation, in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

Policy 2.4.1: The City shall continue to participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS) to the maximum extent possible and shall continue to seek to improve its current CRS Class rating.

Policy 2.4.2: The City shall continue to coordinate intergovernmental efforts related to participation in CRS, public outreach, sea level rise planning and disaster preparedness and recovery, to maximize County and flood insurance policy holder benefits.

Policy 2.4.3: The City shall consider the development of a CRS-compliant Watershed Management Plan as part of its next cycle visit for CRS participation.

GOAL CM-23: The City shall ensure the highest environmental quality feasible, the City will seek to conserve, protect, and properly manage its natural resources.

Objective CM-2 3.1: The City shall protect, conserve or enhance coastal wetlands, living marine resources and wildlife habitat.

Policy CM-23.1.1: The City shall limit the specific and cumulative impacts of development and redevelopment which will have adverse effects on wetlands, water quality, wildlife habitat, living marine resources and beach systems by prohibiting these developments unless mitigation actions are specified or by withholding public funds from these projects.

Policy CM-23.1.2: By the year 2021, the City shall restore or enhance disturbed or degraded natural areas for City-owned property including beaches, estuaries, wetlands, shoreline ecosystems, and drainage systems and shall establish programs to mitigate future disruptions or degradations.

Policy CM-2 3.1.3: The City shall establish standards for new development adjacent to wetlands to reasonably assure that the quality and quantity of their stormwater discharge does not adversely impact the physical and/or ecological features of those habitats.

Policy CM-2 3.1.4: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance coastal wetlands, living marine resources and wildlife habitat unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective CM-23.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-2 3.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

Policy CM-2 3.2.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local estuarine protection goals.

Policy CM-23.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Policy CM-23.2.4: The City shall work with local organizations, regional, state agencies to establish procedures to protect and increase the water quality near existing shorelines.

Objective CM-23.3: The City shall reasonably assure that impacts of man-made structures on beach systems are minimal.

Policy CM-23.3.1: Construction in the CHHA shall conform to regulations set forth in the Land Development Code for floodplain management.

Objective CM-23.4: The City shall coordinate with the West Florida Historic Preservation, Inc. and other appropriate agencies in the protection, preservation or sensitive reuse of historic resources.

Policy CM-23.4.1: The City shall continue to support the Historic Pensacola Preservation Board in its efforts to identify historic sites and register them with the proper agencies.

Policy CM-23.4.2: Through historic zoning district guidelines and building codes, the City shall continue to establish controls for safe construction practices and for retaining the character of development within the districts.

Objective CM-23.5: The City shall continue to discourage off shore oil and gas drilling in the coastal areas of North Florida, and the City shall continue to demand accountability for clean-up of any leaks or spills of oil or oil products as well as other contaminants and pollutants.

Policy CM-23.5.1: The City shall continue to cooperate with other local and state agencies in opposition to the leasing of coastal area waters for offshore oil and gas drilling through appropriate actions. Further, the City shall cooperate with local, state and federal agencies in the clean-up efforts following the Deepwater Horizon oil spill and any other oil leak or spill as well as other contaminants and pollutants that affect waterways within the city limits.

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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

April 12, 2022

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

MEMBERS ABSENT: Board Member Villegas (virtual – no voting).

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

STAFF VIRTUAL: Senior Planner Statler

OTHERS PRESENT: Bob Cordes, Jim English, Brian Spencer, Bob Humley

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
 - Variance Request – 523 E. Gregory Street
 - Aesthetic Review – 523 E. Gregory Street
 - Site Plan and Aesthetic Review – 711 S. Palafox Street
 - Request for Map Amendments – Baptist Hospital Annexation
 - Request for Map Amendments – Mark Eaton Annexation
 - Request for Map Amendments – Richards Memorial United Church Property Annexation
 - Comprehensive Plan Amendment – Coastal Management Element
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

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

Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

New Business –

Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

Aesthetic Review – 523 E. Gregory Street

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

Site Plan and Aesthetic Review – Application – 711 S. Palafox Street

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

Comprehensive Plan Amendment – Coastal Management Element

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

Open Forum – none

Discussion – none

Adjournment – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 29-22

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 29-22 - PROPOSED AMENDMENT TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 29-22 on first reading.

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, COASTAL MANAGEMENT ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

In 2015 the Florida Legislature passed the Peril of Flood law which specified new requirements for the Coastal Management Element of local government's Comprehensive Plans. These requirements are related to coastal flooding and the impacts of sea level rise. Pursuant to Section 163.3178(2)(f), Fla. Stat. (Peril of Flood Law) the attached amendments have been drafted for the City's Coastal Management Element of the Comprehensive Plan.

The Planning Board unanimously recommended approval of the proposed amendments in a 6: 0 vote at their regular meeting on April 12, 2022.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator, Community Development

Sherry Morris, AICP, Development Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 29-22
- 2) Planning Board Minutes April 12, 2022 DRAFT

PRESENTATION: No

PROPOSED
ORDINANCE NO. 29-22

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION,
FOLLOWING THE REQUIRED STATUTORY REVIEW
PROCESS BY THE STATE OF FLORIDA, AMENDMENTS
TO THE COMPREHENSIVE PLAN OF THE CITY OF
PENSACOLA, FLORIDA, COASTAL MANAGEMENT
ELEMENT; REPEALING CLAUSE; PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on
October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on June 16,
2022 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health,
safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in
Section 163.3184, Fla. Stat., and all other applicable provisions of law and local
procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public
hearing was held pursuant to the provisions referred to hereinabove as to the following
amendments to the Comprehensive Plan of the City of Pensacola;

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

SECTION 1. The City of Pensacola City Council does hereby approve for
adoption, after transmittal to the state land planning agency and the completion of the
statutory process set forth in Section 163.3184, these amendments to the City's
Comprehensive Plan.

COASTAL MANAGEMENT ELEMENT

GOAL CM-1: The City shall manage the coastal system natural resources within the City limits in a manner that will maintain or enhance environmental, recreational, historic and economic qualities, protect human life, provide resiliency benefits and limit public expenditures in coastal areas.

Objective CM-1.1: The City shall encourage resilient shoreline development of those land uses which are dependent on or related to access to the water.

Policy CM-1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) shall be prioritized as follows to the maximum extent feasible

- A. Water dependent uses
 - 1. Commercial
 - 2. Light industrial
- B. Water related recreation
- C. Residential
- D. Commercial

Policy CM-1.1.2: All City owned or City financed waterfront development, except for industrial uses, shall provide for public waterfront access and shall be constructed considering future flood risk and sea level rise. All City owned and financed waterfront development using funds appropriated from the state shall comply with the requirements of Section 161.551, F.S.

Policy CM-1.1.3: The City shall encourage and coordinate in the development of additional marina facilities and fishing piers provided they meet the following criteria:

- * The use is compatible with surrounding land uses.
- * Upland support services are available.
- * A hurricane contingency plan is in place.
- * The water quality concerns have been addressed.
- * A plan is in place for mitigation actions in the event that the environment is adversely affected.
- * Buildings and supporting infrastructure is planned to incorporate considerations of impacts from future flood risk and sea level rise.
- * The economic need and feasibility for the facility have been established.

Policy CM-1.1.4: The City shall continue to provide for the siting of water-dependent and water-related uses through the zoning guidelines of the appropriate land use districts.

Policy CM-1.1.5: The City shall continue to utilize and develop its deepwater port, coordinating the port's activities with other City, County, regional, state and federal agencies in the following areas: transportation, land use, resiliency, natural and man-made hazards, protection of natural resources.

Policy CM-1.1.6: The City shall ~~enhance~~ maintain the urban waterfront through proper land use planning, the public acquisition of land for parks and open space, resiliency planning and adaptation, and the establishment of downtown waterfront pedestrian connections.

Objective CM-1.2: The City shall limit public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) except for restoration, resiliency and adaptation projects, or enhancement of natural resources.

Policy CM-1.2.1: The Coastal High Hazard Area (CHHA) will be the area seaward of the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy CM-1.2.2: Public funds shall be expended in the CHHA only in developments: that comply with residential densities adopted in this plan that will produce no adverse affects to the surrounding land uses or the environment ~~without approved mitigation~~ or adaptation plans; and/or, that would further open up the waterfront to public access.

Policy CM-1.2.3: The City shall take ~~whatever~~ actions ~~that are necessary~~ so that all new public facilities located near the City's shoreline or in the CHHA are resistant to storm events and meet all the building standards for the hurricane-force winds and floods including future flood risk from sea level rise. This may include the relocation of such facilities if they could be better protected to avoid impacts from future flood risk.

Objective CM-1.3: In accordance with the City's land development code, the City shall continue to direct high density population developments away from the City's CHHA.

Policy CM-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.
- * High density - Historic District.

Policy CM-1.3.2: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective CM-1.4: The City shall ~~provide~~ maintain, and if ~~necessary~~ feasible increase public access to available shoreline consistent with estimated need.

Policy CM-1.4.1: The City will limit vacations of public rights-of-way to maintain the public access to shorelines.

Policy CM-1.4.2: The City will continue to work with Escambia County to maintain and, if feasible, increase shoreline access to the public.

Policy CM-1.4.3: The City shall review and enforce the public access requirements of the Coastal Zone Protection Act of 1996.

Policy CM-1.4.4: The City shall coordinate land use plans for shoreline access to include proper circulation routes and parking facilities necessary for the particular locations and uses.

Policy CM-1.4.5: The City shall coordinate with the Escambia County Transit System for provision of public transportation to shoreline facilities.

Policy CM-1.4.6: The City shall promote public access and increase overall connectivity between existing neighborhoods and Pensacola Bay.

Objective CM-1.5: The City shall allow development in the CHHA only if it will not create a deficiency in the adopted minimum levels of service.

Policy CM-1.5.1: Level of service standards in the CHHA shall be consistent with those of the rest of the City to the extent practicable.

~~Policy CM-1.5.2: The City shall take all appropriate steps to provide that funding for infrastructure will be phased to coincide with the demands generated by development or redevelopment in the CHHA provided the development meets all the requirements of density and use set forth in the Future Land Use Plan is consistent with coastal resource protection and safe evacuation.~~

Objective CM-1.6: The City shall coordinate with State, regional and county agencies in evaluating major evacuation routes and determining where operational improvements can be made to maintain or reduce hurricane evacuation times or flood risk and shall work with the Civil Defense and Red Cross in identification and provision of adequate emergency shelter.

Policy CM-1.6.1: In the event of a natural disaster, the City shall respond to the instruction and guidance of the Escambia County Civil Defense office and follow the recommendations from the *Tri-State Hurricane Evacuation Study* for evacuation procedures.

Policy CM-1.6.2: The City shall periodically review the natural disaster plan, taking into consideration the capacity of evacuation routes as compared to the predicted population density listed in the Future Land Use Plan Element and other publications relating to natural disaster planning and vulnerability to sea level rise and other future flood risk.

Objective CM-1.7: The City will update post-disaster redevelopment plans based on building and construction regulations, city codes, and intergovernmental reports in coordination with Escambia County in order to minimize or eliminate the exposure of human life and property to natural disaster hazards, as necessary.

~~Policy CM-1.7.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.~~

Policy CM-1.7.3: Following a natural disaster, the City will seek Federal Acquisition and donation of properties along CHHA that have been damaged beyond repair, provided for by section 1362 of the NFIP.

Policy CM-1.7.4: The City shall identify all areas needing redevelopment to reduce or eliminate unsafe conditions and inappropriate uses in the CHHA.

Policy CM-1.7.5: The Post-Disaster Redevelopment Plan shall establish policies for the following: differentiating between repair and clean-up actions which are needed to protect public health and safety and those actions which constitute long-term repair and redevelopment activities; practices for removal, relocation or structural modification of damaged infrastructure and unsafe structures; limiting redevelopment in areas of repeated damage; and incorporating recommendations of interagency hazard mitigation reports into the local Comprehensive Plan.

Policy CM-1.7.6: The City shall develop regulatory or management techniques for general hazard mitigation including regulation of: beach alteration; stormwater management; and sanitary sewer facilities.

Policy CM-1.7.7: The City shall incorporate the recommendations of the hazard mitigation annex of the local peacetime emergency plan and applicable existing interagency hazard mitigation reports.

GOAL CM-2: The City shall plan for, and adapt to, the perils of flood associated the potential impacts of sea level rise to become a more resilient community and eliminate inappropriate and unsafe development in the coastal areas when opportunities arise.

Objective CM-2.1: The City shall include in its planning efforts development and redevelopment principles, strategies, and engineering solutions that reduce flood risk in coastal areas across the community, which results from the potential impacts of sea-level rise.

Policy 2.1.1: By 2021, the City shall conduct a vulnerability assessment that incorporates sea level rise projections for 2040, 2070 and 2100 to inform adaptation priorities. The vulnerability assessment shall help prioritize capital improvements planning to address near term vulnerabilities. Subject to funding availability, it is recommended that the vulnerability assessment be updated no less than every 10 years and incorporate a review of data to determine the most recent and appropriate sea level rise projections. Subsequent updates of the vulnerability assessment shall be consistent with state law including but not limited to Section 380.093, F.S. related to requirements for conducting vulnerability assessments.

Policy 2.1.2: By 2024, the City will include potential sea level rise projections in planning for development and redevelopment projects.

Policy 2.1.3: City shall promote strategies that include best practices that prioritize elevation and flood proofing, protection of building mechanical systems, onsite retention and pervious surfaces, shoreline protection and accommodation, site-specific flood management techniques, green infrastructure, maintaining access to services and managed retreat.

Policy 2.1.4: The City shall collaborate with its infrastructure, other service providers, the Florida Department of Transportation, the Florida Department of Environmental Protection, Escambia County, the Pensacola & Perdido Bays Estuary Program, Northwest Florida Water Management District and other regional partners to exchange climate and sea level rise data, plans, projects, programs and solutions to address future vulnerability and flood risks. The City shall actively

coordinate with the Florida Department of Environmental Protection on the Resilient Florida Grant Program, Comprehensive Statewide Flood Vulnerability and Sea level Rise Dataset, Assessment and Plan developed pursuant to Section 380.093, F.S.

Policy 2.1.5: All City owned and financed projects initiated and undertaken by a state- financed constructor in the coastal building zone related to major and non-habitable major structures, as defined in Section 161.54, F.S., using funds appropriated from the state shall comply with the requirements of Section 161.551, F.S. and Rule 62S-7, F.A.C.

Objective CM-2.2: The City shall encourage the use of best practices development and redevelopment principles, strategies, development techniques and engineering solutions at the site level that will result in the reduction of losses due to flooding and claims made under flood insurance policies. This shall include the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.

Policy 2.2.1: All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in the City's Floodplain Management provisions or the Florida Building Code, shall be located and constructed to minimize flood damage, meet floodway requirements, be appropriately anchored, including flood damage-resistant materials and have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24.

Policy 2.2.2: In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

Policy 2.2.3: The floodplain administrator / building official shall review all permit applications and plans to determine that the proposed development or redevelopment can be constructed such that it is reasonably safe from flooding. If a proposed development or redevelopment site is located in a flood hazard area, all site development activities including new construction and substantial improvements shall be designed and constructed with methods, practices and materials that will minimize the potential for flood damage.

Policy 2.2.4: The City shall continue to enforce setback and elevation requirements to promote the protection and safety of life and property. Expansions to the existing setback requirements contained in the land development regulations shall be considered as a means of reducing property damage caused by storms.

Policy 2.2.5: The City shall require that, to the greatest extent practicable, development activity, such as land clearing, grading and filling will not disturb natural drainage patterns.

Policy: 2.2.6: The City shall enforce all elevation requirements for structural, ancillary, electrical, water, wastewater and mechanical systems to mitigate risk from flooding impact.

Policy 2.2.7: Manufactured home construction must meet requisite elevation requirements, minimize flood damage and be reasonably safe from flooding, must be installed by licensed installers, must adhere to all Florida Building Code foundation, anchoring, elevation, enclosure and utility equipment requirements. New installations of manufactured homes shall not be permitted in floodways.

Policy 2.2.8: All public utilities and facilities such as sewer, gas, electric, communications, and water systems must be located and constructed to minimize or eliminate flood damage. Specifically, adequate drainage must be provided to reduce exposure to flood hazards; in at risk flood zones (AH and AO), adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Policy 2.2.9: No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless a floodway encroachment analysis demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation. Fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

Policy 2.2.10: The City shall continue to provide public information related to the revisions, development and adoption of FEMA's FIRM Flood Maps as well as strategies to increase resiliency to storm events and flooding in vulnerable areas.

Policy 2.2.11: Within one (1) year of final adoption of any updates to FEMA's Flood Insurance Rate Maps (FIRMs), the City shall review land development and floodplain management regulations to reflect updated flood risk data.

Policy 2.2.12: The City shall consider floodplain management and CHHA issues in making public acquisition decisions.

Policy 2.2.13: The City shall align housing policies focusing on affordability and workforce housing, code compliant reconstruction, elevation, floodproofing, relocation and other mitigation strategies to reduce losses from flooding and claims made under flood insurance policies.

Objective CM-2.3: The City shall maintain regulations consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60.

~~Policy CM-1.7.1~~ Policy 2.3.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.

Policy 2.3.2 The City shall maintain, review and update, at least every five (5) years, its Floodplain Management Regulations (Chapter 12-9):

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development that may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas; and
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.

Policy 2.3.3: The City shall continue its policy of reviewing the current Building Code and, as appropriate, adopting structural standards and site alteration restrictions that meet or exceed the minimum FEMA requirements. The recommendations of the applicable interagency hazard mitigation report shall be considered in revisions to the Code.

Policy 2.3.4: The City shall maintain and review regulations in special flood hazard areas to require construction by methods and practices that minimize flood damage, including but not limited to, anchoring by pilings or columns to prevent flotation, collapse and lateral movement of the structure; preventing the expansion, improvement or repair of construction below elevated post-FIRM buildings; prohibiting manmade alteration of dunes, mangrove stands or wetlands which would increase the potential of flood damage and elevation or freeboard standards for structures, electrical and mechanical equipment.

Objective CM-2.4: The City shall participate, and seek to enhance participation, in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

Policy 2.4.1: The City shall continue to participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS) to the maximum extent possible and shall continue to seek to improve its current CRS Class rating.

Policy 2.4.2: The City shall continue to coordinate intergovernmental efforts related to participation in CRS, public outreach, sea level rise planning and disaster preparedness and recovery, to maximize County and flood insurance policy holder benefits.

Policy 2.4.3: The City shall consider the development of a CRS-compliant Watershed Management Plan as part of its next cycle visit for CRS participation.

GOAL CM-23: The City shall ensure the highest environmental quality feasible, the City will seek to conserve, protect, and properly manage its natural resources.

Objective CM-2 3.1: The City shall protect, conserve or enhance coastal wetlands, living marine resources and wildlife habitat.

Policy CM-23.1.1: The City shall limit the specific and cumulative impacts of development and redevelopment which will have adverse effects on wetlands, water quality, wildlife habitat, living marine resources and beach systems by prohibiting these developments unless mitigation actions are specified or by withholding public funds from these projects.

Policy CM-23.1.2: By the year 2021, the City shall restore or enhance disturbed or degraded natural areas for City-owned property including beaches, estuaries, wetlands, shoreline ecosystems, and drainage systems and shall establish programs to mitigate future disruptions or degradations.

Policy CM-2 3.1.3: The City shall establish standards for new development adjacent to wetlands to reasonably assure that the quality and quantity of their stormwater discharge does not adversely impact the physical and/or ecological features of those habitats.

Policy CM-2 3.1.4: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance coastal wetlands, living marine resources and wildlife habitat unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective CM-23.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-2 3.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

Policy CM-2 3.2.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local estuarine protection goals.

Policy CM-23.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Policy CM-23.2.4: The City shall work with local organizations, regional, state agencies to establish procedures to protect and increase the water quality near existing shorelines.

Objective CM-23.3: The City shall reasonably assure that impacts of man-made structures on beach systems are minimal.

Policy CM-23.3.1: Construction in the CHHA shall conform to regulations set forth in the Land Development Code for floodplain management.

Objective CM-23.4: The City shall coordinate with the West Florida Historic Preservation, Inc. and other appropriate agencies in the protection, preservation or sensitive reuse of historic resources.

Policy CM-23.4.1: The City shall continue to support the Historic Pensacola Preservation Board in its efforts to identify historic sites and register them with the proper agencies.

Policy CM-23.4.2: Through historic zoning district guidelines and building codes, the City shall continue to establish controls for safe construction practices and for retaining the character of development within the districts.

Objective CM-23.5: The City shall continue to discourage off shore oil and gas drilling in the coastal areas of North Florida, and the City shall continue to demand accountability for clean-up of any leaks or spills of oil or oil products as well as other contaminants and pollutants.

Policy CM-23.5.1: The City shall continue to cooperate with other local and state agencies in opposition to the leasing of coastal area waters for offshore oil and gas drilling through appropriate actions. Further, the City shall cooperate with local, state and federal agencies in the clean-up efforts following the Deepwater Horizon oil spill and any other oil leak or spill as well as other contaminants and pollutants that affect waterways within the city limits.

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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

April 12, 2022

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

MEMBERS ABSENT: Board Member Villegas (virtual – no voting).

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

STAFF VIRTUAL: Senior Planner Statler

OTHERS PRESENT: Bob Cordes, Jim English, Brian Spencer, Bob Humley

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
 - Variance Request – 523 E. Gregory Street
 - Aesthetic Review – 523 E. Gregory Street
 - Site Plan and Aesthetic Review – 711 S. Palafox Street
 - Request for Map Amendments – Baptist Hospital Annexation
 - Request for Map Amendments – Mark Eaton Annexation
 - Request for Map Amendments – Richards Memorial United Church Property Annexation
 - Comprehensive Plan Amendment – Coastal Management Element
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

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

Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

New Business –

Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

Aesthetic Review – 523 E. Gregory Street

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

Site Plan and Aesthetic Review – Application – 711 S. Palafox Street

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

Comprehensive Plan Amendment – Coastal Management Element

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

Open Forum – none

Discussion – none

Adjournment – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00663

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF ADRIAN STILLS AS PARKS AND RECREATION DIRECTOR FOR THE CITY OF PENSACOLA.

RECOMMENDATION:

That City Council consent to the Mayor's appointment of Adrian Stills as Parks and Recreation Director of the City of Pensacola in accordance with the City Charter Section 4.01(a)(7).

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Charter Section 4.01 (a) (7) - Powers and Duties of the Mayor states:

(7) To appoint the head of each department, with the consent of the City Council by an affirmative vote of a majority of City Council Members.

The Mayor and City Administration has selected Adrian Stills to serve as the new director to Parks and Recreation Department.

Adrian Stills has an extensive professional background in business management, event planning, outdoor recreation, and parks management. He has been a loyal member of the City of Pensacola since 2004 serving as the General Manager to the City of Pensacola Osceola Golf Course. Since March 2022, Adrian Stills has been serving as the Interim Parks and Recreation Director and has led in a very professional manner. The Parks and Recreation Department and City will not only be receiving a highly qualified individual as the director, but will also, and more importantly, fill the position with an incredible person. The City of Pensacola will be fortunate to have his services leading the Parks and Recreation Department.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Funding for this position is appropriated in the Parks and Recreation budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/6/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

ATTACHMENTS:

- 1) Parks & Recreation Director Application - Adrian Stills

PRESENTATION: No

00383 - Parks & Recreation Director

Contact Information -- Person ID: 49538544

Name:	Adrian Stills	Address:	101 E. Romana St. Apt 210 Pensacola, Florida 32502 US
Home Phone:	850-418-3113	Alternate Phone:	
Email:	Astillsgolf@yahoo.com	Former Last Name:	

Personal Information

What is your highest level of education? Bachelor's Degree

Preferences**Objective****Education**

College/University
SOUTH CAROLINA STATE UNIVERSITY
-
Orangeburg, South Carolina

Did you graduate: Yes
Major/Minor: Bachelor of Science
Degree Received: Bachelor's

Work Experience

CO-FOUNDER
3/2009 - Present

ADVOCATES PROFESSIONAL GOLF TOUR
LOS ANGELES, California
8504183113

Hours worked per week: 10
Monthly Salary: \$500.00
of Employees Supervised: 4
Name of Supervisor: Ken Bentley - CEO
May we contact this employer? Yes

Duties

ADVOCATES PROFESSIONAL GOLF TOUR, -----

Key Accomplishments:

- * Started a developmental professional golf tour.
- * The tour grew from 3 events in 2010 to 17 events presently (partnering with Cisco and Farmers Insurance Companies)
- * Directing events that are held around the country annually and coordinating youth development activities for each site. Teaching golf skills, health habits and career development to young people at each tournament.

Reason for Leaving

Taking on more responsibility with present job

GENERAL MANAGER

3/2004 - Present

City of Pensacola
300 Tonawanda Dr.
OSCEOLA, Florida
850-418-3113

Hours worked per week: 40
Monthly Salary: \$5,000.00
of Employees Supervised: 10
Name of Supervisor: Dave Forte -
Assistant city manager
May we contact this employer? Yes

Duties

GOLF COURSE, CITY OF PENSACOLA, FLORIDA

Key Accomplishments:

- * Manage and operate the golf course with a \$750,000 budget annually.
- * Purchase and operate the sales of the Pro Shop golf merchandise.
- * Lease and maintain 60 golf carts.
- * Conduct 35 golf tournaments annually.

- * In 2004 hurricane Ivan hit Pensacola Florida and Osceola Golf Course. I oversaw and personally participated in repairing and cleaning up the golf course to get it operational. We lost 300 trees, but after the debris was cleared, we created a small driving range for our First Tee junior golf program.
- * In 2010, I oversaw and helped create a \$780,000 renovation to create a full driving range and new green surfaces. The driving range produced a much-needed revenue source and the new greens help increase play on the course.
- * In 2017 oversaw renovation of the 12,000 square foot clubhouse.

Reason for Leaving

Wanting to be more involved with the City of Pensacola. To make a impact.

DIRECTOR AND FOUNDER OF THE CHAPTER OF THE FIRST TEE OF THE GOLF COAST

1/2010 - 4/2015

FIRST EXECUTIVE

3924 West Navy Blvd
Pensacola , Florida 32507
8504567010

Hours worked per week: 40

Monthly Salary: \$3,000.00

of Employees Supervised: 5

Name of Supervisor: None

May we contact this employer? Yes

Duties

FORMALLY, THE FIRST TEE OF -----

Key Accomplishments

- * First Executive Director and I established its 501 C3 classification to start the chapter.
- * Established the chapter's four other satellite locations in the city of Pensacola.
- * Conducted fundraisers for the chapter's budget for five years raising over \$150,000.
- * Grew the participation of kids to over 500 participants. This included the National School Program which initiated the First Tee program in the Escambia County School System.

Reason for Leaving

Took on the responsibility of Osceola Golf course, but continued to coach the First Tee kids.

GOLF INSTRUCTOR

1/1988 - 1/2000

GRAND CYPRESS ACADEMY OF GOLF

One jacaranda Drive
ORLANDO, Florida
4072391909

Hours worked per week: 40

Monthly Salary: \$4,400.00

of Employees Supervised: 7

Name of Supervisor: Fred Griffin - Director of Instruction at Grand Cypress

May we contact this employer? Yes

Duties**Key Accomplishments**

- * Taught over 2000 hours of golf lessons at a five-star resort in Orlando Florida.
- * Taught private lessons and corporate golf schools to some of America's fortune 500 companies such as Dupont, Bristol Myers, Compuware and AT&T.
- * Became one of four lead instructors at this prestigious facility.

Reason for Leaving

Moved to a different city, and new job.

PGA Tour Member and Player

1/1985 - 1/1986

PGA Tour

PONTE VEDRA BEACH, Florida
8042348840

Hours worked per week: 40

Monthly Salary: \$3,000.00

of Employees Supervised: 1

Name of Supervisor: Adrian Stills

May we contact this employer? Yes

Duties

MEMBER AND PLAYER ON PGA TOUR, PGA TOUR -----

Key Accomplishments

- * Earned a PGA Tour Card at the 1985 * Participated in 25 PGA tour event including two U.S.

Open Championships and one Canadian Open Championship

Reason for Leaving

Took on a new job in Orlando Florida

Certificates and Licenses

Type: Florida State Golf Association advisory board
Board

Number:

Issued by:

Date Issued: 1 /2022 Date Expires:

Skills

Office Skills

Typing:

Data Entry:

Additional Information**References**

Professional

Forte, David

Assistant city manager

222 West Main Street

Pensacola, Florida 32502

8503243739

Dforte@cityofpensacola.com

Professional

Fiddler, Karritt

City manager

222 West Main Street

Pensacola, Florida 32502

8504180098

Kfiddler@cityofpensacola.com

Professional

Batey, Darly

PGA of America Director

4611 Bryson Cove SW

Lilburn, Georgia 30047

7703785992

Ddbatey@aol.com

Resume**Text Resume****Attachments****Agency-Wide Questions****1. Q: PERSONAL INFORMATION**

Are you a citizen of the United States?

A: Yes

2. Q: If no, do you have a legal right to work in the U.S.?

A:

3. Q: If a specific work schedule has been included in the recruitment posting, are you available to work during the days, times, and/or shifts as indicated?

A: Yes

4. Q: Do you have a valid driver's license?

A: Yes

5. Q: Driver License State

A: State of Florida

6. Q: Do you have a current valid Commercial Driver's License?

A: No

7. Q: If Yes, what class?

A:

8. Q: List of endorsements

A:

9. Q: List of restrictions

A:

10. Q: **ACKNOWLEDGMENT STATEMENTS**

If you understand and agree with the statement, please confirm by answering each statement below.

If you retired from a State of Florida administered retirement plan (FRS) within the past year, your retirement benefits may be severely impacted if re-employed by an FRS covered employer such as the City of Pensacola. Have you retired from such a plan in the past year?

A: No

11. Q: Have you worked for the City of Pensacola before?

A: Yes

12. Q: If you have worked for the City of Pensacola before, where and when?

A: I have worked for the City of Pensacola for the last 17 years to present. I am the general manager of Osceola Golf Course

13. Q: Do you have relatives working for the City of Pensacola?

A: No

14. Q: If so, provide the names of all relatives and their relationship to you (i.e., spouse, parent, child, grandparent, grandchild, sibling, in-law, niece, nephew, aunt, uncle, step parent, step child, step sibling, cousin, or any other member of your household, etc.)

A:

15. Q: **VETERAN PREFERENCE:** A DD214 or approved documentation from your commanding officer that provides discharge type and service dates is required for all preference claims. If claiming disability preference, a DD214 and a letter from the Department of

Veterans' Affairs that states the percentage of disability are required. By making a selection below, I understand it is my responsibility to provide documentation with this application. If I need assistance, I can call 850-435-1660. I am claiming veteran's preference.

A: No

16. Q: If you are claiming veteran preference, was your discharge from active duty in the United States military under honorable conditions?

A:

17. Q: How did you learn about this job?

A: Friend/City employee

18. Q: I understand the minimum qualifications and the starting salary, and if I have any questions about either, I will contact Human Resources at 8504351660.

A: I agree I have thoroughly read the information contained in the job bulletin for this posting.

19. Q: It is my responsibility to document my work experience, education, etc. in the sections of the online application (not refer to a resume) to show that I meet the minimum qualifications. And, I must provide proof of required education, certifications, licenses, etc.

A: I understand that I must qualify for the position for which I am applying.

20. Q: The City of Pensacola conducts background and driver license checks as required for each position.

A: I hereby authorize the collection of this information as part of the employment or promotional screening process.

Supplemental Questions

1. Q: Did you graduate from an accredited college or university with a Bachelor's Degree in the appropriate discipline?

A: Yes

2. Q: Do you have a Master's degree in Recreation Management, Parks and Recreation Management, or related field? (this is a preferred qualification, not required).

A: No

3. Q: Do you have seven (7) years of pertinent experience, five (5) of which must have been in a senior management capacity or a combination of education, training, and/or work experience equal to or higher than the requirements listed?

A: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00648

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

APPOINTMENT - PARKS AND RECREATION BOARD

RECOMMENDATION:

That City Council appoint one individual to the Parks and Recreation Board to fill an unexpired term ending March 31, 2025.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The following have been nominated:

Nominee: **Nominated by:**

Del Sherburne	Hill
Morgan Tufto	Moore

PRIOR ACTION:

City Council appoints members to this board annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Form - Del Sherburne
- 3) Application of Interest - Del Sherburne
- 4) Nomination Form - Morgan Tufto
- 5) Application of Interest - Morgan Tufto
- 6) Ballot

PRESENTATION: No

Parks and Recreation Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Borden, Renee		Council	0	2022	3/31/2023	4/8/2021	3	
Bruni, Antonio		Council	1	2022	3/31/2025	4/11/2019	3	
Del Gallo, David	Building Contractor	Council	1	2022	3/31/2025	4/11/2019	3	
Escobar-Ryan, Alejandra		Council	0	2022	3/31/2024	4/11/2019	3	
Harrison, Leah		Council	0	2022	3/31/2023	4/11/2019	3	
Hicks, Rand		Council	2	2022	3/31/2024	3/12/2015	3	
O'Donovan, Mike		Council	0	2022	3/31/2025	10/14/2021	3	
Sword, Maranda	Business owner	Council	2	2022	3/31/2025	1/15/2015	3	
Wolf, Michael C.	Landscape Architect	Council	0	2022	3/31/2024	4/23/2020	3	

Term Length: THREE YEAR TERMS

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

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

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

From: noreply@civicplus.com
Sent: Thursday, May 26, 2022 12:16 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	Del Sherburne
------	---------------

Home Address	423 W Gregory st
--------------	------------------

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

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

Preferred Contact Phone Number(s)	(850)723-3382
-----------------------------------	---------------

Email Address	delsherburne@yahoo.com
---------------	--

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

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you
been a City resident? 7 years

Do you own property
within the City limits? Yes

Are you a registered voter
in the city? Yes

Board(s) of interest: Parks and Rec

Please list the reasons for
your interest in this
position: I love spending time outdoors and spend a lot of time in our
parks. I'm always so disappointed to see how much trash,
damage, erosion, and neglect in our parks. I'd love to have a
way to help make them better for our community and
vacationers

Do you currently serve on
a board? No

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

Do you currently hold a
public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled

No

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Anna Hill, do nominate Del Sherburne
(Nominee)

423 W Gregory St 850 723 3382
(Home Address) (Phone)

(Business Address) (Phone)

delsherburne@yahoo.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER
PARKS & RECREATION BOARD
(Unexpired term ending 3/31/2025)**

Provide a brief description of nominee's qualifications:

Del has been an active volunteer with The Belmont-DeVilliers Neighborhood Association; is an avid landscaper and spends a lot of time visiting parks. I'm sure he would be an active participant in the board.

Anna Hill
City Council Member

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Morgan Tufto
(Nominee)
416 N B St 32501 (507)828-2476
(Home Address) (Phone)
350 W Cedar St Ste 300 32501
(Business Address) (Phone)
Mtufto@studerl.org
(Email Address) City Resident: ☒ YES ☐ NO
Property Owner within the City: ☒ YES ☐ NO

for appointment by the City Council for the position of:

***MEMBER
PARKS & RECREATION BOARD
(Unexpired term ending 3/31/2025)***

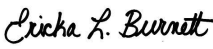
Provide a brief description of nominee's qualifications:

Morgan is a young professional that resides in District 7 - a neighborhood and
district currently without representation on the Parks & Rec Board. Morgan is a
team player and would work well in the Board context.



City Council Member

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



Ericka L. Burnett, City Clerk

From: noreply@civicplus.com
Sent: Friday, May 27, 2022 11:00 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.

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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	Morgan Milbradt Tufto
------	-----------------------

Home Address	416 N B St. Pensacola, FL 32501
--------------	------------------------------------

Business Address	350 W Cedar St. Suite 300 Pensacola, FL 32501
------------------	--

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

Preferred Contact Phone Number(s)	5078282476
-----------------------------------	------------

Email Address	mtufto@studerer.org
---------------	--

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

(optional)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 3

If yes, how long have you
been a City resident? 9 years

Do you own property
within the City limits? Yes

Are you a registered voter
in the city? Yes

Board(s) of interest: Parks & Recreation Board

Please list the reasons for
your interest in this
position: Recommendation from Jared Moore. Interested in learning how
I can be helpful to our city!

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.](#)

Ballot – **Parks and Recreation Board**
June 16, 2022
Unexpired term ending March 31, 2025

Member

_____ Del Sherburne

_____ Morgan Tufto

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00674

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

EXTENSION OF THE DOCKLESS SHARED MICROMOBILITY PILOT PROGRAM OPERATING AGREEMENT AND PERMIT WITH BIRD RIDES, INC.

RECOMMENDATION:

That City Council approve extending the dockless shared micromobility pilot program operating agreement and permit with Bird Rides, Inc. from July 18, 2022 through July 21, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Staff requests an extension of the micromobility pilot program operating agreement and permit with Bird Rides, Inc from July 18, 2022 through July 21, 2022.

Ordinance No. 17-19 created Chapter 7-9 within the City Code of Ordinances and establishes a 12-month shared micromobility device pilot program for the operation of shared micromobility devices.

Two vendors (Bird and Veo) were ultimately selected through an RFQ process with the ability to each deploy up to 250 scooters. Once selected as a pilot program participant, the vendor is required to submit a one-time, nonrefundable permit fee of \$500.00 and a one-time, nonrefundable fee in the amount of \$100.00 per device deployed by the vendor.

Ordinance No. 02-22 was adopted by City Council on February 10, 2022, which amended certain provisions to the original ordinance based on input and needs from the community. Sidewalk riding was prohibited along with implementation of a midnight curfew on weekends. In addition to the amendments, staff has implemented several strategies such as educational campaigns, fines for abandonment, user ID verification, and vehicle IDs.

The ordinance and operating agreement are structured as such that the commencement occurred with the approval of Bird's contract on July 19, 2021, meaning that the pilot program will expire on July 18, 2022, if not extended, or otherwise modified by City Council. There was direction at the May 23rd agenda conference for the vendors and staff to work on several initiatives. Should the Council approve extending the program and permit to July 21, 2022, staff will provide an update on micromobility efforts at that time, and Council may consider further extending, modifying, or

terminating the program.

PRIOR ACTION:

September 19, 2019 - City Council adopted Ordinance No. 17-19 approving the Dockless Shared Micromobility Pilot Program

February 10, 2022 - City Council adopted Ordinance No. 02-22 amending the Dockless Shared Micromobility Pilot Program

May 26, 2022 - Mayor withdrew for consideration Resolution No. 2022-048 extending the Dockless Shared Micromobility Pilot Program through March 1, 2023

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/7/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, P.E. - Director of Public Works and Facilities
Brad Hinote, P.E. - City Engineer
Caitlin Cerame, Transportation Planner

ATTACHMENTS:

- 1) Amendment to Bird Operating Agreement - Draft
- 2) Bird Operating Agreement - June 30, 2021
- 3) Ordinance No. 02-22 Amending Dockless Shared Micromobility Pilot Program - February 10, 2022

PRESENTATION: No

DOCKLESS SHARED MICROMOBILITY DEVICE
PILOT PROGRAM
OPERATING AGREEMENT AND PERMIT

AMENDMENT NO. 1

THIS AMENDMENT TO THE AGREEMENT is made and entered into this _____ day of _____ 2022, by and between the City of Pensacola, a Florida municipal corporation, whose address is 222 West Main Street, Pensacola, Florida 32502 (“City”) and Bird Rides, Inc., whose address is 406 Broadway, Santa Monica, CA 90401 (“Vendor”). The City and Vendor are each individually referred to as “Party,” and collectively as the “Parties.”

THAT WHEREAS, the Parties entered into an Operating Agreement dated June 30, 2021, pursuant to the Dockless Shared Micromobility Device Pilot Program (“Pilot Program”); and

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

WHEREAS, the Parties desire to continue their mutually beneficial relationship beyond the term of the Agreement as amended;

NOW, THEREFORE, in consideration of the mutual covenants of the Parties hereto, the City and Vendor amend the Agreement as follows:

1. The Recitals above are true and correct and are hereby incorporated into this Amendment No. 1.
2. Pursuant to Section 1 of the Agreement, the City shall extend the expiration of this Agreement by three (3) days up to and including July 21, 2022 unless terminated sooner as provided in the original terms of the Agreement.
3. Vendor acknowledges that this extension does not modify the Operating Agreement in any way but for the end date, which modification is prompted by the timing of the City of Pensacola’s City Council meeting on July 21, 2022, at which meeting the City Council is expected to address potential changes to or termination of the Pilot Program; accordingly, this extension does not reflect an intent to extend the Pilot Program or provide any rights or privileges to Vendor on which to base any reasonable reliance as to the future of the Pilot Program or Vendor’s ability to continue to operate after July 21, 2022.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement to be effective on the Effective Date.

ATTEST:

CITY OF PENSACOLA

Ericka L. Burnett
City Clerk

Grover C. Robinson, IV
Mayor

ATTEST:

Bird Rides, Inc.,

By: Corporate Secretary

By: President

Legal in form and
Valid as drawn:

Approved as to Substance:

City Attorney's Office

Amy Tootle
Public Works & Facilities Director

**DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM
OPERATING AGREEMENT AND PERMIT**

This Micromobility Device Pilot Program Operating Agreement and Permit ("Agreement") is made this 30th day of June 2021, by and between the City of Pensacola, a Florida municipal corporation, whose address is 222 West Main Street, Pensacola, Florida 32502 ("City") and Bird Rides, Inc., whose address is 406 Broadway Santa Monica, CA 90401 ("Vendor"). The City and Vendor are each individually referred to as "Party," and collectively as the "Parties."

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities to enact ordinances to permit, control or regulate the operation of vehicles, golf carts, mopeds, micromobility devices, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law as long as such vehicles are restricted to a maximum speed of 15 miles per hour. Section 316.008(7)(a), Florida Statutes; and

WHEREAS, the City strives to keep the City rights-of-ways compliant with the Americans with Disabilities Act (ADA), and other federal and state regulations, and is committed to keeping the City accessible for the mobility challenged; and

WHEREAS, the regulated and permitted operation of dockless shared micromobility devices is recognized as an alternative means of personal transportation; and

WHEREAS, dockless shared micromobility devices left unattended and parked or leaned on walls or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the City has a significant interest in ensuring the public safety and order in promoting the free flow of pedestrian traffic on streets and sidewalks; and

WHEREAS, the City desires to study the impacts of dockless shared micromobility devices; and

WHEREAS, the City Council authorizes the City to engage in a 12-month pilot program to permit, control and regulate the use of dockless shared micromobility devices on sidewalks and sidewalk areas within the City to begin on or after January 1, 2020; and

WHEREAS, Chapter 11-4 of the City Code of the City of Pensacola provides standards relating to the regulation of City rights-of-way; and

WHEREAS, the City's intent for instituting the Pilot Program is to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting to inform the City on whether to engage a future procurement process for a dockless shared micromobility device program, or other modes of dockless shared transportation, as a permanent transportation program,

WHEREAS, the circumstances related to the spread of COVID-19 have caused a delay in the Pilot Program as public safety concerns have been considered,

WHEREAS, because Vendor has committed to practices for employees and members of the public that are consistent with minimizing the spread of COVID-19, and with conditions improving regarding the spread of COVID-19, the City has determined the Pilot Program may begin,

NOW, THEREFORE, in consideration of the promises and mutual covenants of the Parties hereto, the City and Vendor hereby enter into this Agreement subject to the following terms and conditions:

1. Term. Unless earlier lawfully terminated, this Agreement shall commence on the 19th day of July, 2021, and shall automatically expire after 12-months, on the 18th day of July, 2022, unless the City Council authorizes an extension of the Pilot Program. Upon expiration of the Pilot Program, Vendor shall cease operations and within two (2) business days of the expiration of the Pilot Program, remove all Micromobility Devices from the City. Failure to remove all Micromobility Devices within the two (2) business day timeframe, may result in the impoundment of the Micromobility Devices and Vendor will have to pay applicable fees to recover Micromobility Devices from impound. Upon expiration of the Pilot Program, dockless shared Micromobility Devices shall not be permitted to operate within the City until and unless the City Council adopts an ordinance authorizing the operation of dockless shared Micromobility Devices within the City.

2. Permit. The Vendor is hereby granted a temporary, non-exclusive license to operate a dockless shared micromobility device during the pilot program in accordance with the City Code of the City of Pensacola, Chapter 7-12, and subject to the terms and conditions of this Agreement. The Vendor is authorized to deploy no more than 250 Micromobility Devices during the Pilot Program. Nothing in this Agreement shall be construed to grant Vendor any other rights or interest in the Public Rights-of-Way (ROW). This agreement shall not be deemed or construed to create an easement, lease, fee, or any other interest, in the ROW, shall be personal to Vendor, and shall not run with the land. This Agreement shall not be recorded or any memorandum of it. The City may terminate this Agreement, as provided under its terms, without the need for court action or court order and shall not be deemed to breach the peace as a result of such termination or other exercise of self-help under this Agreement.

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3. **Definitions and Applicable City Codes.** The definitions and all regulations contained in the City Code of the City of Pensacola, Chapter 7-12, are hereby incorporated by reference and shall apply to this Agreement.

4. **Permit Fees.** Prior to deploying Micromobility Devices in the City's ROW, the Vendor shall pay to the City:

- (i) \$500.00 non-refundable Permit Fee to participate in the Pilot Program;
- (ii) \$10,000.00 minimum Performance Bond;
- (iii) \$100.00 non-refundable one time per unit fee, \$100.00 per unit;
- (iv) \$75.00 per device City Fee for device Removal or Relocation by the City;
- (v) first offense \$250.00 per day, second offense \$500.00 per day for Operating Without a Valid Operating Agreement & Permit Fine; and
- (vi) first offense \$100.00 per device per day, second offense \$200.00 per device per day for Permit Violation Fine.

The Vendor, upon City's request, shall provide the City with any documents or data appropriate for the City to calculate its entitlement under this Section.

5. **Operation.** Vendor shall use reasonable efforts to ensure its Micromobility Devices are operated in accordance with all applicable local, state and federal laws, including without limitation, City Code of the City of Pensacola, Chapter 7-12, and the Florida Uniform Traffic laws, as amended. The Vendor represents and warrants it knows, and will comply with, the foregoing laws. Vendor acknowledges Micromobility Devices shall not be able to exceed 15 miles per hour.

6. **Parking.** Vendor shall provide parking instructions to Users, indicating the Micromobility Devices should be parked next to a bicycle rack, if possible, or in other parking areas designated by the City. If there is no bicycle rack or designated parking area nearby, instructions shall indicate ADA accessibility is ensured and Micromobility Devices are prohibited from blocking the sidewalks. Micromobility Devices shall be parked upright, and parking must maintain a four-foot minimum pedestrian path on sidewalks. Micromobility Devices shall be prohibited from blocking:

- Handicap accessible areas (ramps, parking spaces, etc.)
- Business or residential entryways
- Emergency exits
- Sidewalks
- Curb ramps
- Street furniture such as benches, parklets, refuse and recycling receptacles, parking meters and parking kiosks
- Fire hydrants
- Driveways
- Parking spaces

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7. Deployment Locations; Geofencing Capabilities. (a) Deployment locations for Micromobility Devices shall be set by the City. Vendor shall deploy Micromobility Devices in identified locations as depicted on Exhibit "A," attached hereto and incorporated by reference. Deployment locations may be amended by written notice to the Vendors.

(b) Vendor shall have the capability to restrict Micromobility Device usage in areas not authorized by the City for deployment. Vendor represents it will utilize proper technology (i.e., geofencing) or other appropriate measures to ensure Micromobility Devices are only deployed and utilized within the designated deployment locations as set forth in Exhibit "A" or approved in writing by the City. Vendor shall have the capability to restrict Micromobility Devices as stated in City Code of the City of Pensacola, Chapter 7-12, Section 7-12-5.

8. Abandonment. Vendor shall promptly recover and take custody of all abandoned Micromobility Devices. Vendor shall respond to a City-initiated request to relocate a Micromobility Device within one (1) hour. Failure to timely respond may result in the Micromobility Device being impounded or removed by the City subject to applicable fines and fees.

9. Markings. Vendor shall ensure each Micromobility Device is conspicuously marked with Vendor's unique branding, a unique serial number and Vendor's contact information, including a 24-hour toll-free telephone number and email address to respond to User and City issues with the Micromobility Devices. Vendor shall not apply any other markings or advertising to any Micromobility Device.

The User support contact information is:

Telephone:

Email:

Website:

Social Media (Facebook/Twitter):

10. Maintenance. Vendor shall maintain Micromobility Devices in a good and safe working manner and in accordance with all applicable laws and shall promptly remove from the ROW any Micromobility Device that is not in good and safe working manner or fails to comply with applicable laws.

11. Data Sharing; Customer Survey. (a) During the term of this Agreement, on a monthly basis, or as reasonably requested by the City, the Vendor shall provide City the following data, if collected, by the Vendor, in a format acceptable to the City:

- Number of Micromobility Devices in circulation;
- Number of daily, weekly, and monthly riders;
- Total number of miles traveled by users (daily, monthly, quarterly, annually)

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- Average time each Micromobility Device spends available (not in use);
- Number of rides per user per day;
- Number of rides per Micromobility Device per day;
- Duration of rides per rider per day;
- Average duration of ride per day of the week;
- Start point of ride;
- End point of ride;
- Trip patterns;
- Location of Micromobility Device pick up and drop offs;
- Monthly summary of Micromobility Device distribution and GPS-based natural movement in heat map format;
- Summary of fleet numbers lost to vandalism;
- Details of complaints and issues, including crashes and injuries;
- Summary of customer comments/complaints, resolution, and time it took to resolve each complaint;
- Summary of repairs per Micromobility Device per month;
- Average lifespan of a Micromobility Device;
- Median lifespan of a Micromobility Device;
- Average trip in miles per day of the week;
- Average charging cost per ride;
- Average repair cost per ride;
- Average revenue per ride;
- Other data requested by the City.

Crashes and injuries should be reported to the City immediately. Upon request from the City, Vendor shall provide information relating to dispute resolutions and settlements with Users based on issues arising in Pensacola.

(b) During the term of this Agreement, Vendor shall distribute a customer service satisfaction survey, the summary and raw results of which shall be provided to the City.

12. Insurance, Performance Bond and Indemnity.

(a) Insurance. Prior to deploying Micromobility Devices, Vendor shall procure and maintain, at their own expense, for the duration of this Agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by Vendor, their agents, representatives, employees or subcontractors.

Vendor shall maintain limits no less than:

a) Commercial General/Umbrella Liability Insurance - \$1,000,000 per occurrence limit for property damage and bodily injury. The insurance shall include coverage for the following:

- Premise/Operations

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- Explosion, Collapse, and Underground Property Damage Hazard
 - Products/Completed Operations
 - Contractual
 - Independent Vendors
 - Broad form Property Damage
 - Personal Injury
- b) Business Automobile/Umbrella Liability Insurance - \$1,000,000 per crash for property damage and personal injury.
- Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
- c) Workers' Compensation and Employers'/Umbrella Liability Insurance-Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease as a condition of performing Work or services for the City whether or not the Vendor is otherwise required by law to provide such coverage.

Other Insurance Provisions:

Commercial General Liability and Automobile Liability Coverage:

The City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor or premises on which Vendor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Council, boards, commissions and committees, officers, agents, employees and volunteers

The Vendor's insurance coverage shall be primary insurance as respects the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers shall be in excess of Vendor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers.

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Coverage shall state the Vendor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Workers' Compensation and Employers' Liability and Property Coverage:

The insurer shall agree to waive all rights of subrogation against the City, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Vendor in the performance of services under the Contract.

All Coverage:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar days prior Written Notice has been provided to the Engineer.

If the Vendor, for any reason, fails to maintain insurance coverage that is required pursuant to the Contract, the same shall be deemed a material breach of the Contract. City, at its sole option, may terminate the Contract and obtain damages from the Vendor resulting from said breach. Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Vendor, the City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

All insurance certificates must read as follows: CANCELLATION "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 calendar days Written Notice to the certificate holder named to the left."

All insurance coverages shall be placed with companies who are either licensed by the state of Florida or admitted as a surplus lines carrier by the state. All companies shall have at least a B+10 rating by A.M. Best or other recognized rating agency.

City named as "additional insured" as its interest may appear.

Certificate of insurance(s) filed with the City Treasurer-Clerk on or before commencement of Work.

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Deductibles and Self-Insured Retention:

Any deductibles or self-insured retention's must be declared to the City.

Verification of Coverage:

Vendors are reminded that regardless of what the State of Florida requirements for insurance are (including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirements for firms wishing to enter into a contract with the City. Bidders, must supply proof with their bid, of insurance meeting the above mentioned requirements or provide a letter from an authorized agent of Florida admitted insurers stating that if awarded a contract the vendor will be eligible to buy insurance in the amounts required by the contract.

The Vendor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

Subvendors:

The Vendor shall include each of its subvendors as insureds under the policies of insurance required herein.

(b) **Performance Bond.** Prior to the issuance of this Agreement, Vendor shall, at their own expense, obtain and file with the City a performance bond in the amount of no less than \$10,000.00, in a form acceptable to the City. The performance bond shall serve to guarantee proper performance under the requirements of this Agreement and City Ordinance; restore damage to the City's rights-of-way; and secure and enable City to recover all costs or fines permitted under the City Code if the Vendor fails to comply with such costs or fines. The performance bond must comply with the requirements of the City Code. Prior to the City filing a claim on Vendor's performance bond, City shall provide Vendor notice of its intent to use performance bond funds describing the Vendor's violation with this Agreement or the City Ordinance and such notice shall be supported by evidence showing proof of the violation. Within ten (10) business dates from the date of the notice, Vendor may respond to City with evidence showing proof of cure of the violation or to support Vendor's basis that such violation is not warranted. Notwithstanding the above language, the City may still file a claim on Vendor's performance bond if the Vendor does not respond within the ten (10) business day timeframe or, after reviewing the Vendor's documentation, the City still finds the Vendor is in violation and proceeds with filing a claim on the performance bond.

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(c) Indemnification. Vendor agreement to indemnify, hold harmless and defend the City, its representatives, employees, elected and appointed officials, from and against all ADA accessibility claims and liability and any and all other liability, claims, damages, suits, losses and expenses of any kind, including reasonable attorney's fees and costs of appeal, associated with or arising out of, or from the permit, the use of the rights-of-way or City-owned property for Pilot Program operations or arising from any negligent act, omission or error of the Vendor, owner or managing agents, its agents or employees or from failure of the Vendor, its agents or employees, to comply with each and every requirements of the City Code, this Agreement, or with any applicable federal, state or local law, including traffic laws, or any combination of same. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City for its own negligence. These terms shall not be construed to waive or alter any statutory or constitutional sovereign immunity rights, limitations or extend the liability provided to the City. .

Vendor's contracts or end user agreements with Users of Micromobility Devices, to the fullest extent permitted by law, consistent with Florida Statutes Chapter 768, shall obligate Users to release the City and its officers, affiliated entities, employees, agents and contractors from the same claims, damages, losses, expenses, including attorney fees, and suits for which Vendor is obligated to indemnify, defend and hold the City harmless.

13. Emergency Preparedness Plan; Tropical Storm or Hurricane Warnings. Before deploying Micromobility Devices in the City, Vendor must provide to City an emergency preparedness plan, approved by the City, that details where the Micromobility Devices will be located and the amount of time it will take to secure all Micromobility Devices once a tropical storm or hurricane warning has been issued by the National Weather Service (NWS). The Vendor must promptly secure, all Micromobility Devices within 24 hours of an active tropical storm or hurricane warning issued by the NWS. Following the tropical storm or hurricane, the City will notify the Vendor when, and where, it is safe to redistribute the Micromobility Devices within the City.

14. Vendor Local Representative. Vendor shall designate one or more representatives who, as needed, can address any issues related to this Agreement in the City, in person, at any time and has authority to act on behalf of Vendor.

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The City's direct contact for Vendor is Evanne Holloway; telephone number: 334-703-1908; email: eholloway@bird.co.

15. **Damage to City Property.** To the fullest extent lawful, Vendor shall be liable to, and shall promptly reimburse the City for any damage to City property, including without limitation ROW, related to or arising from the Micromobility Devices for which Vendor is liable under Sec. 7-9-9(a) of the City's ordinance and other laws, except to the extent the damage is due to the negligence or willful misconduct of the City or its agents and employees.

16. **Education.** Vendor shall, to the City's satisfaction, develop materials to instruct Users of all applicable laws, and provisions of this Agreement, that relate to operation and parking of Micromobility Devices. Vendor shall not allow any use of its Micromobility Devices by third parties/Users unless they have first reviewed these materials. Further, Vendor shall, to the City's satisfaction, educate Users regarding the necessity that Users take personal responsibility to follow all guidance regarding reducing the spread of the COVID-19 virus, including but not limited to 1) notifying Users that CDC-approved cleaning agents are being used by Vendor to maintain cleanliness; 2) advising Users to practice social distancing and good personal hygiene; 3) warning Users not to use Micromobility Devices if Users are feeling unwell; and 4) informing Users of the possibility that COVID-19 may be contracted by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes.

17. **Compliance with Laws.** Vendor shall comply with all applicable laws, this Agreement and City ordinances and policies, and guarantees its employees, agents and contractors, including independent contractors, do the same.

18. **Micromobility Devices Seized by the City; Impoundment.** (a) Any shared Micromobility Device that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with City Code, applicable law, or left unattended on public property, including sidewalks, sidewalk areas, rights-of-way and parks, may be impounded, removed, or relocated by the City. A shared Micromobility Device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly or in another location or device intended for the purpose of securing such devices.

(b) The City may, but is not obligated to, Remove or Relocate a Micromobility Device that is in violation of this Division. A Vendor shall pay a \$75.00 fee per device that is Removed or Relocated by the City.

(c) Impoundment shall be done in accordance with F.S. § 713.78. Impoundment of a Micromobility Device will require the Pensacola Police Department (PPD) to authorize

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the vehicle to be impounded in accordance with PPD policies and regulations. The Vendor shall be solely responsible for all expenses, towing fees and costs required by the towing company to retrieve any impounded Micromobility Device(s).

The Vendor of a Micromobility Device impounded under this Division will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all applicable penalties, costs, fines or fees that are due in accordance with this Division and applicable local, state and federal law.

(d) Impounded or Removed Micromobility Devices shall count towards the permitted maximum of 250 devices per Vendor.

19. Termination; Revocation. (a) Vendor may terminate this Agreement by providing a ten (10) day written notice to City and removing all Micromobility Devices from the City. (b) The City reserves the right to revoke any Pilot Program Operating Agreement and Permit, if there is a violation of the City Code, this Agreement, public health, safety or general welfare, or for other good and sufficient cause as determined by the City in its sole discretion.

(c) A Vendor is subject, at the discretion of the City Administrator, to a fleet size reduction or total Pilot Program Operating Agreement and Permit revocation should the following occur:

(i) If the violations of the regulations set forth in this Division are not addressed in a timely manner or;

(ii) 15 unaddressed violations of the regulations set forth by this Division within a thirty (30) day period or;

(iii) Submission of inaccurate or fraudulent data.

(d) The City's rights of termination or revocation are in addition to all other rights and remedies which it may have at law or in equity.

20. Violations; Fines. Violations of the City Code or this Agreement shall be enforced as non-criminal infractions of City ordinances and shall be fined at \$250.00 per device per day for an initial offense, and \$500.00 per day for any repeat offenses within thirty (30) days of the last same offense by the same Vendor. Each day of non-compliance shall be a separate offense.

21. Appeals. Vendors who have been subject to imposition of violation fines or Agreement revocation, may appeal the imposition of violation fines or the revocation in accordance with the applicable City Code.

22. Notices. All notices or other correspondence or communications required by or related to this Agreement shall be in writing sent by email or, in the event of a notice of

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termination, revocation or violation fines, sent by regular United States Postal Service mail, postage prepaid or delivered by courier to the following:

City:

Engineering
ATTN: Mark Jackson
222 W. Main St.
Pensacola, FL 32502

With copy to:

City Attorney's Office
222 W. Main St.
Pensacola, FL 32502

Vendor:

Bird Rides, Inc.
406 Broadway Ave #369
Santa Monica, CA 90401

With a copy to:

Bird Rides, Inc.
ATTN: Evanne Holloway
406 Broadway Ave #369
Santa Monica, CA 90401

The Parties may change notice information with ten (10) days written notice to all Parties.

23. Condition of Rights-of-Way (ROW). The City makes the ROW available to Vendor in an "as-is" condition. The City makes no representations or warranties concerning the condition of the ROW or its suitability for use by Vendor or its Users and the City assumes no duty to warn either Vendor or User concerning conditions that exist now or may arise in the future.

24. Damages to Vendor Property. The City assumes no liability for loss or damage to Vendor's Micromobility Devices or other property. Vendor agrees that the City is not responsible for providing security at any location where Vendor's Micromobility Devices, or other property, is stored or located. Vendor hereby waives any claim against the City in the event Vendor's Micromobility Devices or other property is lost or damaged.

25. Damages to City ROW. Vendor expressly agrees to repair, replace or otherwise restore any part or item or personal property damaged, lost or destroyed as a result of Vendor's, or its User's, use of ROW. Should the Vendor fail to repair, replace or

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otherwise restore such real or personal property, Vendor expressly agrees to pay the City's cost in making such repairs, replacements or restorations. In addition, the City shall have the right to make a claim on Vendor's performance bond to recover said costs.

26. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the Parties.

27. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only.

28. **Severability of Provisions.** In the event any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

29. **Assignment.** Vendor shall not assign, delegate or transfer any right or obligation under this Agreement without City's prior written approval. Any assignment, delegation or transfer made or attempted without such approval shall be void.

30. **Binding Effect.** This Agreement shall be binding upon the Parties and upon any successor-in-interest.

31. **Controlling Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Any lawsuit arising out of or related to this Agreement, the license it grants, the Permit or the Micromobility Devices shall be filed in either the courts of Escambia County, Florida or in the United States District Court for the Northern District of Florida, to the general personal jurisdiction of which Vendor submits.

32. **Waiver.** No consent or waiver, express or implied, by any Party to this Agreement or any breach or default by any other Party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any Party to complain of any act or failure to act or to declare any of the other Parties in defaults, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only

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as to the matter waived and the Parties reserve the right to exercise any and all of the rights and remedies under this Agreement irrespective of any waiver granted.

33. Representations. The Parties certify they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms. Vendor represents and warrants it is the sole owner of the Micromobility Devices.

34. Conflicts of Interest. Vendor represents and warrants no officer or employee of City as, or will have, a direct or indirect financial or personal interest in this Agreement, and no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Company or its contractors under this Agreement.

35. No Partnership. The Parties are not joint ventures or partners and do not have an employer-employee or master-servant relationship. City shall not be vicariously liable for Vendor or any of the Users.

36. Licensing and Taxes. Prior to deploying Micromobility Devices in the City: (a) Vendor shall obtain any applicable licenses or permits required by applicable local, state or federal law to transact business in the City and to provide City with a copy of the same and

(b) Vendor shall be a Florida corporation or properly registered with the Florida Secretary of State to conduct business in Florida and provide evidence of the same to the City.

37. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to its subject matter and supersedes all prior agreements and understandings of the Parties with respect to its subject matter. Nothing in this Agreement shall be construed to limit City's regulatory authority or waive any immunity to which the City is entitled by law.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement to be effective on the Effective Date.

VENDOR

DocuSigned by:

By: Blanca Laborde
76308C4E0E1549C

Blanca Laborde

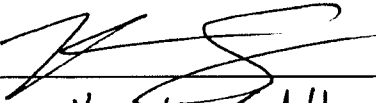
Print Name: _____

Director, Government Partnerships

Title: _____

File name: Operating Agreement

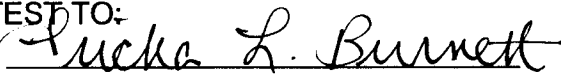
CITY OF PENSACOLA

By: 

Print Name: Kerrith Fiddler

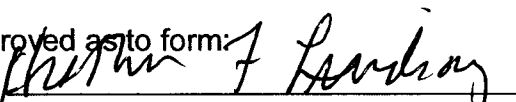
Title: Deputy City Administrator

ATTEST TO:

By: 

INSERT NAME, INSERT TITLE

Approved as to form:

By: 

INSERT NAME, INSERT TITLE

Assistant City Attorney
Heather F. Lindsay

Certificate Of Completion

Envelope Id: F99F35453AE24B1A9D16702054FD7561
 Subject: Please DocuSign: BIRD Rides Inc. Operating Agreement Signed by CoP.pdf
 Source Envelope:
 Document Pages: 15
 Certificate Pages: 4
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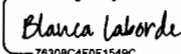
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 Director, Government Partnerships
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Editor Delivery Events

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Status

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Bird:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: prakes@bird.co

To advise Bird of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at prakes@bird.co and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to prakes@bird.co and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Bird

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to prakes@bird.co and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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****** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Bird as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Bird during the course of my relationship with you.

MEMORANDUM

TO: Mayor's Office

FROM: Mark Jackson, Sustainability Coordinator

DATE: 6/25/2021

SUBJ: Micromobility Operating Agreement

The City of Pensacola staff has reviewed and worked with Bird Rides, Inc. to draft the attached Operating Agreement in accordance with the City Ordinances. Departmental review of the Operating Agreement was conducted by the following: Transportation Engineering, Legal, Risk, Pensacola Police Department, Code Enforcement, Planning, Parking, and Sustainability. Staff agrees that the proposed Operating Agreement, covers the City to the fullest extent and we are prepare to host micormobility devices within the designated area set forth by City Council.

At your earliest convenance please signed the attached Operating Agreement.

Thank you.

Attachment
Operating Agreement

Ch. 7-9 Dockless shared Micormobility Device Pilot Program

Operating area May

CHAPTER 7-9. - DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM

Sec. 7-9-1. - Establishment of dockless shared micromobility device pilot program.

The purpose of this chapter is to establish, permit and regulate a dockless shared micromobility device pilot program in the city. The provisions of this chapter shall apply to the dockless shared micromobility device pilot program and dockless shared micromobility devices. For the purpose of this chapter, the applicant, managing agent or vendor, and owner shall be jointly and severally liable for complying with the provisions of this chapter, the operating agreement and permit.

(Code 1986, § 7-12-1; Ord. No. 17-19, § 1, 9-12-2019)

Sec. 7-9-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions in F.S. ch. 316 apply to this chapter and are hereby incorporated by reference.

Dockless shared micromobility device (micromobility device) means a micromobility device made available for shared use or rent to individuals on a short-term basis for a price or fee.

Dockless shared micromobility device system means a system generally, in which dockless shared micromobility devices are made available for shared use or rent to individuals on a short-term basis for a price or fee.

Geofencing means the use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

Micromobility device shall have the meaning ascribed to it in F.S. § 316.003, as amended. Micromobility devices are further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Motorized scooter means any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Pedestrian means people utilizing sidewalks, sidewalk area or rights-of-way on foot and shall include people using wheelchairs or other ADA-compliant devices.

Rebalancing means the process by which shared micromobility devices, or other devices, are redistributed to ensure their availability throughout a service area and to prevent excessive buildup of micromobility devices or other similar devices.

Relocate or relocating or removal means the process by which the city moves the micromobility device and either secures it at a designated location or places it at a proper distribution point.

Rights-of-way means land in which the city owns the fee or has an easement devoted to or required for use as a transportation facility and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface of such rights-of-way.

Service area means the geographical area within the city where the vendor is authorized to offer shared micromobility device service for its users/customers as defined by the pilot program operating agreement and permit.

Sidewalk means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

Sidewalk area includes trail in the area of a sidewalk, as well as the sidewalk and may be a median strip or a strip of vegetation, grass or bushes or trees or street furniture or a combination of these between the curb line of the roadway and the adjacent property.

User means a person who uses a digital network in order to obtain a micromobility device from a vendor.

Vendor means any entity that owns, operates, redistributes, or rebalances micromobility devices, and deploys a shared micromobility device system within the city.

(Code 1986, § 7-12-2; Ord. No. 17-19, § 2, 9-12-2019)

Sec. 7-9-3. - Pilot program for shared micromobility devices on public rights-of-way; establishment; criteria.

- (a) The city hereby establishes a 12-month shared micromobility device pilot program for the operation of shared micromobility devices on sidewalks and sidewalk areas within the city limits.
- (b) It is anticipated the pilot program will commence on January 1, 2020, or on such other date as directed by the city council ("commencement date"), and will terminate 12 months after the commencement date.
- (c) Shared micromobility devices shall not be operated in the city unless a vendor has entered into a fully executed operating license agreement and permit ("pilot program operating agreement and permit") with the city. The mayor is authorized to develop, and execute, the pilot program operating agreement and permit and any other documents related to the pilot program.
- (d) If two or more shared micromobility devices from a vendor, without a valid pilot program operating agreement and permit with the city, are found at a particular location within the city, it will be presumed that they have been deployed by that vendor, and it will be presumed the vendor is in violation of this chapter and the shared micromobility devices are subject to impoundment.
- (e) A vendor shall apply to participate in the pilot program. The mayor shall select up to two vendors to participate in the pilot program, unless otherwise directed by the city council.
- (f) No more than a total of 500 micromobility devices, distributed equally among the vendors selected to participate in the pilot program, or as directed by the mayor, will be permitted to operate within the city during the pilot program. Micromobility devices that are impounded or removed by the city shall count towards the maximum permitted micromobility devices authorized within the city.
- (g) Once selected as a pilot program participant, a vendor shall submit a one-time, nonrefundable permit fee of \$500.00, prior to entering into the pilot program operating agreement and permit, which shall be used to assist with offsetting costs to the city related to administration and enforcement of this chapter and

the pilot program.

- (h) In addition to the nonrefundable permit fee set forth herein, prior to entering into the pilot program operating agreement and permit, a vendor shall remit to the city a one-time, nonrefundable fee in the amount of \$100.00 per device deployed by the vendor.
- (i) Prior to entering into a pilot program operating agreement and permit, a vendor shall, at its own expense, obtain and file with the city a performance bond in the amount of no less than \$10,000.00. The performance bond shall serve to guarantee proper performance under the requirements of this chapter and the pilot program operating agreement and permit; restore damage to the city's rights-of-way; and secure and enable city to recover all costs or fines permitted under this chapter if the vendor fails to comply with such costs or fines. The performance bond must name the city as obligee and be conditioned upon the full and faithful compliance by the vendor with all requirements, duties and obligations imposed by this chapter and the pilot program operating agreement and permit. The performance bond shall be in a form acceptable to the city and must be issued by a surety having an A.M. Best A-VII rating or better and duly authorized to do business in the state. The city's right to recover under the performance bond shall be in addition to all other rights of the city, whether reserved in this chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the city may have. Any proceeds recovered under the performance bond may be used to reimburse the city for such additional expenses as may be incurred by the city as a result of the failure of the vendor to comply with the responsibilities imposed by this chapter, including, but not limited to, attorney's fees and costs of any action or proceeding and the cost to relocate any micromobility device and any unpaid violation fines.
- (j) The pilot program operating agreement and permit will be effective for a 12-month period and will automatically expire at the end of the 12-month period, unless extended, or otherwise modified, by the city council. Upon expiration of the pilot program, vendors shall immediately cease operations and, within two business days of the expiration of the pilot program, vendors shall remove all micromobility devices from the city, unless otherwise directed by the mayor. Failure to remove all micromobility devices within the two business day timeframe, may result in the impoundment of the micromobility devices and the vendor will have to pay applicable fees to recover the micromobility devices from impound in accordance with this chapter.
- (k) In the event the pilot program is extended, or otherwise modified by the city council, the pilot program operating agreement and permit may be extended consistent with such direction.
- (l) Upon expiration of the pilot program, micromobility devices shall not be permitted to operate within the city until and unless the city council adopts an ordinance authorizing the same.

(Code 1986, § 7-12-3; Ord. No. 17-19, § 3, 9-12-2019)

Sec. 7-9-4. - Operation of a dockless shared micromobility device system—Vendors' responsibilities and obligations; micromobility device specifications.

- (a) The vendor of a shared micromobility device system is responsible for maintenance of each shared micromobility device.
- (b) The micromobility device shall be restricted to a maximum speed of 15 miles per hour within the city.

- (c) Each micromobility device shall prominently display the vendor's company name and contact information, which may be satisfied by printing the company's uniform resource locator (URL) or providing a code to download company's mobile application.
- (d) Vendors must comply with all applicable local, state and federal regulations and laws.
- (e) Vendors must provide to the city an emergency preparedness plan that details where the micromobility devices will be located and the amount of time it will take to secure all micromobility devices once a tropical storm or hurricane warning has been issued by the National Weather Service. The vendor must promptly secure all micromobility devices within 12 hours of an active tropical storm warning or hurricane warning issued by the National Weather Service. Following the tropical storm or hurricane, the city will notify the vendor when, and where, it is safe to redistribute the micromobility devices within the city.
- (f) Micromobility devices that are inoperable/damaged, improperly parked, blocking ADA accessibility or do not comply with this chapter must be removed by the vendor within one hour upon receipt of a complaint. An inoperable or damaged micromobility device is one that has non-functioning features or is missing components. A micromobility device that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fines, or penalties.
- (g) Vendors shall provide the city with data as required in the pilot program operating agreement and permit.
- (h) Vendors must provide details on how users can utilize the micromobility device without a smartphone.
 - (i) Vendors must rebalance the micromobility devices daily based on the use within each service area as defined by the pilot program operating agreement and permit to prevent excessive buildup of units in certain locations.
 - (j) The vendor's mobile application and website must inform users of how to safely and legally ride a micromobility device.
 - (k) The vendor's mobile application must clearly direct users to customer support mechanisms, including, but not limited to, phone numbers or websites. The vendor must provide a staffed, toll-free customer service line which must provide support 24 hours per day, 365 days per year.
 - (l) The vendor must provide a direct customer service or operations staff contact to city department staff.
- (m) All micromobility devices shall comply with the lighting standards set forth in F.S. § 316.2065(7), as may be amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.
- (n) All micromobility devices shall be equipped with GPS, cell phone or a comparable technology for the purpose of tracking.
- (o) All micromobility devices must include a kickstand capable of keeping the unit upright when not in use.
- (p) The only signage allowed on a micromobility device is to identify the vendor. Third-party advertising is not allowed on any micromobility device.
- (q) The mayor, at his or her discretion, may create geofenced areas where the micromobility devices shall not be utilized or parked. The vendor must have the technology available to operate these requirements upon request.

- (r) The mayor, at his or her discretion, may create designated parking zones (i.e., bike corrals) in certain areas v the micromobility devices shall be parked.

(Code 1986, § 7-12-4; Ord. No. 17-19, § 4, 9-12-2019)

Sec. 7-9-5. - Operation and parking of a micromobility device.

- (a) The riding and operating of micromobility devices and motorized scooters is permissible upon all sidewalks, sidewalk areas and other areas a bicycle may legally travel, located within city limits, except those areas listed below:
- (1) Micromobility devices and motorized scooters are prohibited from operating or parking at all times on streets, sidewalks, bike paths or sidewalk street areas on Palafox Street between Wright and Pine Streets;
 - (2) Micro micromobility devices and motorized scooters are prohibited from operating at all times on sidewalks along DeVilliers Street between Gregory and Jackson Streets;
 - (3) Veterans Memorial Park as designated by signage;
 - (4) Where prohibited by official posting; or
 - (5) As designated in the pilot program operating agreement and permit.
- (b) A user of a micromobility device and motorized scooter has all the rights and duties applicable to the rider of a bicycle under F.S. § 316.2065, except the duties imposed by F.S. § 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to micromobility devices and motorized scooters.
- (c) Micromobility devices and motorized scooters shall be restricted to a maximum speed of 15 miles per hour.
- (d) A user operating a micromobility device and motorized scooter upon and along a sidewalk, sidewalk area, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances and shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.
- (e) A user operating a micromobility device and motorized scooter must comply with all applicable local, state and federal laws.
- (f) Use of public sidewalks for parking micromobility devices and motorized scooters:
- (1) Adversely affect the streets or sidewalks.
 - (2) Inhibit pedestrian movement.
 - (3) Inhibit the ingress and egress of vehicles parked on- or off-street.
 - (4) Create conditions which are a threat to public safety and security.
 - (5) Prevent a minimum four-foot pedestrian clear path.
 - (6) Impede access to existing docking stations, if applicable.
 - (7) Impede loading zones, handicap accessible parking zones or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes or be within 15 feet of a fire hydrant.
 - (8) Violate Americans with Disabilities Act (ADA) accessibility requirements.

(Code 1986, § 7-12-5; Ord. No. 17-19, § 5, 9-12-2019)

Sec. 7-9-6. - Impoundment; removal or relocating by the city.

- (a) Any shared micromobility device that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with this chapter or are left unattended on public property, including sidewalks, sidewalk areas, rights-of-way and parks, may be impounded, removed, or relocated by the city. A shared rental micromobility device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly or in another location or device intended for the purpose of securing such device.
- (b) Any micromobility device that is displayed, offered, made available for rent in the city by a vendor without a valid pilot program operating agreement and permit with the city is subject to impoundment or removal by the city and will be subject to applicable impoundment fees or removal fines as specified in this chapter.
- (c) The city may, but is not obligated to, remove or relocate a micromobility device that is in violation of this chapter. A vendor shall pay a \$75.00 fee per device that is removed or relocated by the city.
- (d) Impoundment shall occur in accordance with F.S. § 713.78. The vendor shall be solely responsible for all expenses, towing fees and costs required by the towing company to retrieve any impounded micromobility device. The vendor of a micromobility device impounded under this chapter will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all applicable penalties, costs, fines or fees that are due in accordance with this chapter and applicable local, state and federal law.

(Code 1986, § 7-12-6; Ord. No. 17-19, § 6, 9-12-2019)

Sec. 7-9-7. - Operation of a shared micromobility device program—Enforcement, fees, fines and penalties.

- (a) The city reserves the right to revoke any pilot program operating agreement and permit, if there is a violation of this chapter, the pilot program operating agreement and permit, public health, safety or general welfare, or for other good and sufficient cause as determined by the city in its sole discretion.
- (b) Violations of sections 7-9-1 through 7-9-9 shall be enforced as non-criminal violations of city ordinances.
- (c) Violations of operating a shared micromobility device system without a valid fully executed pilot program operating agreement and permit, shall be fined \$250.00 per day for an initial offense, and \$500.00 per day for any repeat offenses within 30 days of the last offense by the same vendor. Each day of noncompliance shall be a separate offense.
- (d) Violations of this chapter or of the pilot program operating agreement and permit shall be fined at \$100.00 per device per day for an initial offense, and \$200.00 per device per day for any repeat offenses within 30 days of the last same offense by the same vendor. Each day of non-compliance shall be a separate offense.
- (e) The following fees, costs and fines shall apply to vendors:

Pilot program permit fee	\$500.00—nonrefundable
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Performance bond	\$10,000.00 minimum
One time per unit fee	\$100.00 per unit—nonrefundable
Removal or relocation by the city	\$75.00 per device
Operating without a valid operating agreement and permit fine	\$250.00 per day; \$500.00 per day for second offense
Permit violation fine	\$100.00 per device per day; \$200.00 per device per day for second offense

- (f) At the discretion of the mayor, a vendor is subject to a fleet size reduction or total pilot program operating agreement and permit revocation should the following occur:
- (1) If the violations of the regulations set forth in this chapter are not addressed in a timely manner;
 - (2) 15 unaddressed violations of the regulations set forth by this chapter within a 30-day period; or
 - (3) Submission of inaccurate or fraudulent data.
- (g) In the event of fines being assessed as specified herein or a pilot program operating agreement and permit revocation, the mayor shall provide written notice of the fines or revocation via certified mail or other method specified upon in the operating user agreement, informing the vendor of the violation fines or revocation.

(Code 1986, § 7-12-7; Ord. No. 17-19, § 7, 9-12-2019; Res. No. 2019-58, § 1, 10-10-2019)

Sec. 7-9-8. - Appeal rights.

- (a) Vendors who have been subject to the imposition of violation fines pursuant to section 13-3-2 or a pilot program operating agreement and permit revocation may appeal the imposition of violation fines or the revocation. Should a vendor seek an appeal from the imposition of violation fines or the pilot program operating agreement and permit revocation, the vendor shall furnish notice of such request for appeal to the city code enforcement authority no later than ten business days from the date of receipt of the certified letter informing the vendor of the imposition of violation fines or revocation of the pilot program operating agreement and permit.
- (b) Upon receipt of a notice of appeal, a hearing shall be scheduled and conducted by the special magistrate in accordance with the authority and hearing procedures set forth in section 13-2-6. The hearing shall be conducted at the next regular meeting date of the code enforcement authority or other meeting date of the code enforcement authority as agreed between the city and the vendor.
- (c) Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized.

- (d) The special magistrate shall render a final order within 30 calendar days after the hearing concludes, unless parties waive the time requirement. The final order shall contain written findings of fact, conclusions of law, recommendation to approve, approve with conditions or deny the decision subject to appeal. A copy of the order shall be provided to the parties by certified mail or, upon mutual agreement of the parties, by electronic communication.
- (e) A vendor may challenge the final order by a certiorari appeal filed in accordance with state law with the circuit court no later than 30 days following rendition of the final decision or in any court having jurisdiction.

(Code 1986, § 7-12-8; Ord. No. 17-19, § 8, 9-12-2019)

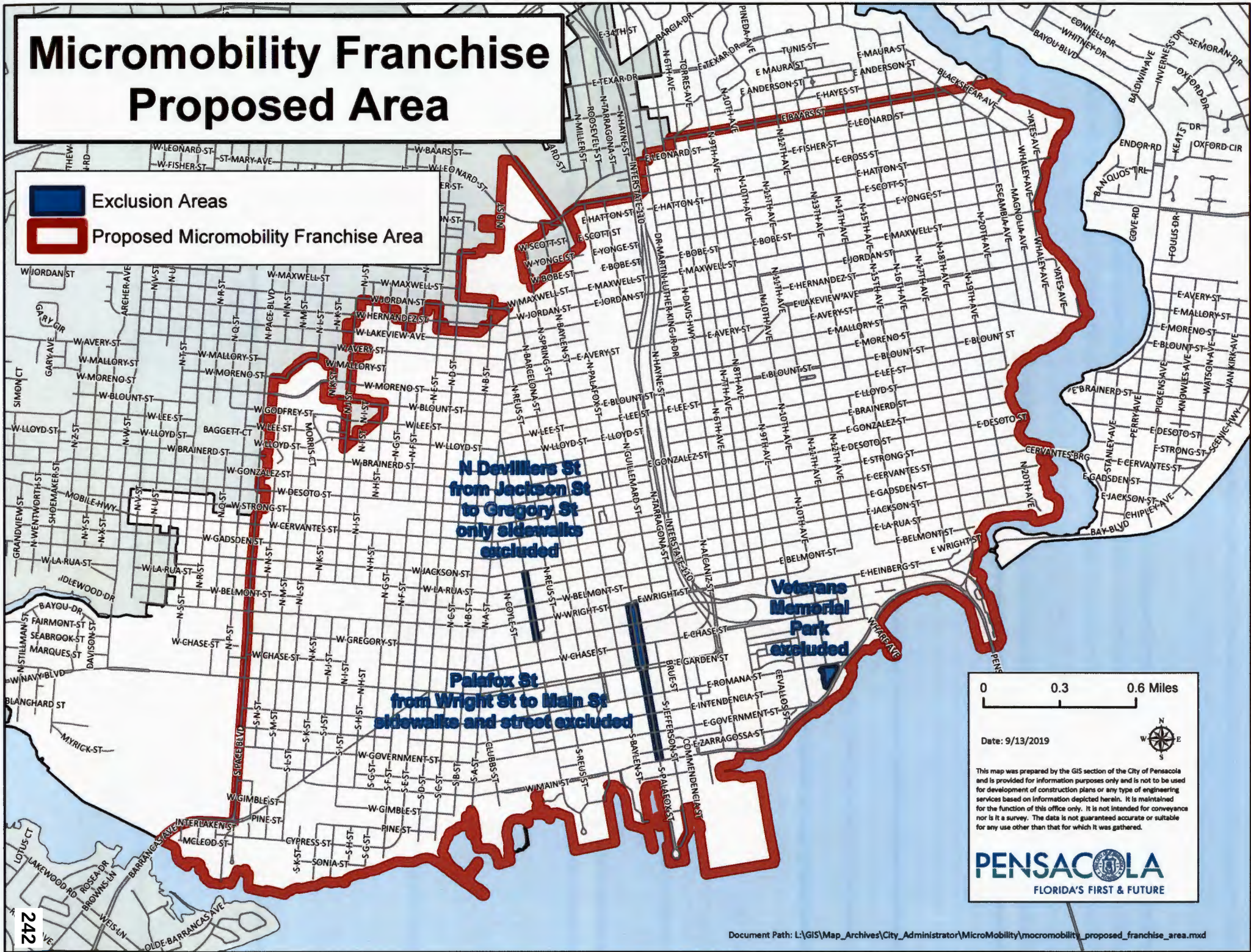
Sec. 7-9-9. - Indemnification and insurance.

- (a) As a condition of the pilot program operating agreement and permit, the vendor agrees to indemnify, hold harmless and defend the city, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of, or from the pilot program operating agreement and permit, the use of right-of-way or city-owned property for pilot program operations or arising from any negligent act, omission or error of the vendor, owner, or managing agent, its agents or employees or from failure of the vendor, its agents or employees, to comply with each and every requirement of this chapter, the pilot program operating agreement and permit or with any other federal, state, or local traffic law or any combination of same.
- (b) Prior to commencing operation in the pilot program, the vendor shall provide and maintain such liability insurance, property damage insurance and other specified coverages in amounts and types as determined by the city and contained in the pilot program operating agreement and permit, necessary to protect the city its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the pilot program or its operation.
- (c) A vendor shall include language in their user agreement that requires, to the fullest extent permitted by law, the user to fully release, indemnify and hold harmless the city.
- (d) In addition to the requirements set forth herein, the vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in the pilot program operating agreement and permit.
- (e) The vendor shall provide proof of all required insurance prior to receiving a fully executed pilot program operating agreement and permit.

(Code 1986, § 7-12-9; Ord. No. 17-19, § 9, 9-12-2019)

Micromobility Franchise Proposed Area

-  Exclusion Areas
-  Proposed Micromobility Franchise Area



0 0.3 0.6 Miles

Date: 9/13/2019

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PENSACOLA
FLORIDA'S FIRST & FUTURE

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

RISK MANAGER

Date Received / /

☒ Pending (See comments below): (Signature)

Sent to Department / /

☒ Approved: Ryan Fitzgerald
(Signature)

Sent to City Attorney 6/30/21

Comments:

CITY ATTORNEY

Date Received 6/30/21

☐ Pending (See comments below): (Signature)

Sent to Department / /

☒ Approved: Dan Fyfe
(Signature)

Sent to Mayor 6/30/21

Comments:

MAYOR'S OFFICE (CITY ADMINISTRATOR)

Date Received 6/30/21

☐ Pending (See comments below): (Signature)

Sent to Department / /

☒ Approved: [Signature]
(Signature)

Sent Original to City Clerk 6/30/21

Comments:

CITY CLERK

Date Received 6/30/21

☐ Pending (See comments below): (Signature)

Sent to Dept/Admin/Legal / /

☒ Approved: Chuck L. Burnett
(Signature)

Retained original/copy in Fortis

Comments: Retained Original. Will email electronic
Copy Mark Jackson.

Returned 0 original(s) to Department 6/30/21

Initials: ELB

PROPOSED
ORDINANCE NO. 01-22

ORDINANCE NO. 02-22

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA
AMENDING CHAPTER 7-9 OF THE CODE OF THE CITY OF
PENSACOLA TO REGULATE A DOCKLESS SHARED
MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR
INDEMNIFICATION AND INSURANCE; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.041, Florida Statutes, provides for procedures
for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, the City of Pensacola ("City") is subject to the Florida Uniform
Traffic Control Laws; and

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities
to enact ordinances to permit, control or regulate the operation of vehicles, golf
carts, mopeds, micromobility devices, and electric personal assistive mobility
devices on sidewalks or sidewalk areas when such use is permissible under
federal law as long as such vehicles are restricted to a maximum speed of 15
miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

WHEREAS, the City strives to keep the City rights-of-ways compliant with
the Americans with Disabilities Act (ADA), and other federal and state
regulations, and is committed to keeping the City accessible for the mobility
challenged; and

WHEREAS, the regulated and permitted operation of dockless shared
micromobility devices is recognized as an alternative means of personal
transportation; and

WHEREAS, dockless shared micromobility devices left unattended and
parked or leaned on walls or left on sidewalks creates a hazard to pedestrians
and individuals needing access and maneuverability for ADA mobility devices;
and

WHEREAS, the City has a significant interest in ensuring the public safety
and order in promoting the free flow of pedestrian traffic on streets and
sidewalks; and

WHEREAS, the City desires to study the impacts of dockless sharedmicromobility devices; and

WHEREAS, the City Council on September 12, 2019 authorized the City to engage in a 12 month pilot program to permit, control and regulate the use of dockless shared micromobility devices on sidewalks and sidewalk areas within the City; and

WHEREAS, due to the Coronavirus Pandemic, the shared micromobility vendor request for qualifications was delayed and micromobility devices did not deploy until July 19, 2021; and

WHEREAS, after six (6) months into the pilot program, the City Council desires to amend the regulations based on relevant data and community input; and

WHEREAS, Chapter 11-4 of the City Code of the City of Pensacola provides standards relating to the regulation of City rights-of-way; and

WHEREAS, the City's intent for instituting the Pilot Program is to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting to inform the City on whether to engage a future procurement process fora dockless shared micromobility device program, or other modes of dockless shared transportation, as a permanent transportation program;

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

SECTION 1. Chapter 7-9, providing for a Dockless Shared Micromobility Device Pilot Program is hereby amended to read as follows

Sec. 7-9-1. - Establishment of dockless shared micromobility device pilot program.

The purpose of this chapter is to establish, permit and regulate a dockless shared micromobility device pilot program in the city. The provisions of this chapter shall apply to the dockless shared micromobility device pilot program and dockless shared micromobility devices. For the purpose of this chapter, the applicant, managing agentor vendor, and owner shall be jointly and severally liable for complying with the provisions of this chapter, the operating agreement and permit.

Sec. 7-9-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions in F.S. ch. 316 apply to this chapter and are hereby incorporated by reference.

Dockless shared micromobility device (micromobility device) means a micromobility device made available for shared use or rent to individuals on a short-term basis for a price or fee.

Dockless shared micromobility device system means a system generally, in which dockless shared micromobility devices are made available for shared use or rent to individuals on a short-term basis for a price or fee.

Geofencing means the use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

Micromobility device shall have the meaning ascribed to it in F.S. § 316.003, as amended. Micromobility devices are further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Motorized scooter means any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

Pedestrian means people utilizing sidewalks, sidewalk area or rights-of-way on foot and shall include people using wheelchairs or other ADA-compliant devices.

Rebalancing means the process by which shared micromobility devices, or other devices, are redistributed to ensure their availability throughout a service area and to prevent excessive buildup of micromobility devices or other similar devices.

Relocate or relocating or removal means the process by which the city moves the micromobility device and either secures it at a designated location or places it at a proper distribution point.

Rights-of-way means land in which the city owns the fee or has an easement devoted to or required for use as a transportation facility and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over

the surface and the area below the surface of such rights-of-way.

Service area means the geographical area within the city where the vendor is authorized to offer shared micromobility device service for its users/customers as defined by the pilot program operating agreement and permit.

Sidewalk means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

Sidewalk area includes trail in the area of a sidewalk, as well as the sidewalk and may be a median strip or a strip of vegetation, grass or bushes or trees or street furniture or a combination of these between the curb line of the roadway and the adjacent property.

User means a person who uses a digital network in order to obtain a micromobility device from a vendor.

Vendor means any entity that owns, operates, redistributes, or rebalances micromobility devices, and deploys a shared micromobility device system within the city.

Sec. 7-9-3. - Pilot program for shared micromobility devices on public rights-of-way; establishment; criteria.

- (a) The city hereby establishes a 12-month shared micromobility device pilot program for the operation of shared micromobility devices on roadways within the city limits.
- (b) It is anticipated the pilot program will commence on January 1, 2020, or on such other date as directed by the city council ("commencement date") and will terminate 12 months after the commencement date.
- (c) Shared micromobility devices shall not be operated in the city unless a vendor has entered into a fully executed operating license agreement and permit ("pilot program operating agreement and permit") with the city. The mayor is authorized to develop, and execute, the pilot program operating agreement and permit and any other documents related to the pilot program.
- (d) If two or more shared micromobility devices from a vendor, without a valid pilot program operating agreement and permit with the city, are found at a particular location within the city, it will be presumed that they have been deployed by that vendor, and it will be presumed the vendor is in violation of this chapter and the shared micromobility devices are subject to impoundment.

- (e) A vendor shall apply to participate in the pilot program. The mayor shall select up to two vendors to participate in the pilot program, unless otherwise directed by the city council.
- (f) No more than a total of 500 micromobility devices, distributed equally among the vendors selected to participate in the pilot program, or as directed by the mayor, will be permitted to operate within the city during the pilot program. Micromobility devices that are impounded or removed by the city shall count towards the maximum permitted micromobility devices authorized within the city.
- (g) Once selected as a pilot program participant, a vendor shall submit a one-time, nonrefundable permit fee of \$500.00, prior to entering into the pilot program operating agreement and permit, which shall be used to assist with offsetting costs to the city related to administration and enforcement of this chapter and the pilot program.
- (h) In addition to the nonrefundable permit fee set forth herein, prior to entering into the pilot program operating agreement and permit, a vendor shall remit to the city a one-time, nonrefundable fee in the amount of \$100.00 per device deployed by the vendor.
- (i) Prior to entering into a pilot program operating agreement and permit, a vendor shall, at its own expense, obtain and file with the city a performance bond in the amount of no less than \$10,000.00. The performance bond shall serve to guarantee proper performance under the requirements of this chapter and the pilot program operating agreement and permit; restore damage to the city's rights-of-way; and secure and enable city to recover all costs or fines permitted under this chapter if the vendor fails to comply with such costs or fines. The performance bond must name the city as obligee and be conditioned upon the full and faithful compliance by the vendor with all requirements, duties and obligations imposed by this chapter and the pilot program operating agreement and permit. The performance bond shall be in a form acceptable to the city and must be issued by a surety having an A.M. Best A-VII rating or better and duly authorized to do business in the state. The city's right to recover under the performance bond shall be in addition to all other rights of the city, whether reserved in this chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the city may have. Any proceeds recovered under the performance bond may be used to reimburse the city for such additional expenses as may be incurred by the city as a result of

the failure of the vendor to comply with the responsibilities imposed by this chapter, including, but not limited to, attorney's fees and costs of any action or proceeding and the cost to relocate any micromobility device and any unpaid violation fines.

- (j) The pilot program operating agreement and permit will be effective for a 12-month period and will automatically expire at the end of the 12-month period, unless extended, or otherwise modified, by the city council. Upon expiration of the pilot program, vendors shall immediately cease operations and, within two business days of the expiration of the pilot program, vendors shall remove all micromobility devices from the city, unless otherwise directed by the mayor. Failure to remove all micromobility devices within the two business day timeframe, may result in the impoundment of the micromobility devices and the vendor will have to pay applicable fees to recover the micromobility devices from impound in accordance with this chapter.
- (k) In the event the pilot program is extended, or otherwise modified by the city council, the pilot program operating agreement and permit may be extended consistent with such direction.
- (l) Upon expiration of the pilot program, micromobility devices shall not be permitted to operate within the city until and unless the city council adopts an ordinance authorizing the same.

Sec. 7-9-4. - Operation of a dockless shared micromobility device system—Vendors' responsibilities and obligations; micromobility device specifications.

- (a) The vendor of a shared micromobility device system is responsible for maintenance of each shared micromobility device.
- (b) The micromobility device shall be restricted to a maximum speed of 15 miles per hour within the city.
- (c) Each micromobility device shall prominently display the vendor's company name, a unique identification number, and contact information, which may be satisfied by printing the company's uniform resource locator (URL) or providing a code to download company's mobile application.
- (d) Vendors must comply with all applicable local, state and federal regulations and laws.
- (e) Vendors must provide to the city an emergency preparedness plan that details where the micromobility devices will be located and the

amount of time it will take to secure all micromobility devices once a tropical storm or hurricane warning has been issued by the National Weather Service. The vendor must promptly secure all micromobility devices within 12 hours of an active tropical storm warning or hurricane warning issued by the National Weather Service. Following the tropical storm or hurricane, the city will notify the vendor when, and where, it is safe to redistribute the micromobility devices within the city.

- (f) Micromobility devices that are inoperable/damaged, improperly parked, blocking ADA accessibility or do not comply with this chapter must be removed by the vendor within one hour upon receipt of a complaint. An inoperable or damaged micromobility device is one that has non-functioning features or is missing components. A micromobility device that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fines, or penalties.
- (g) Vendors shall provide the city with data as required in the pilot program operating agreement and permit.
- (h) Vendors must provide details on how users can utilize the micromobility device without a smartphone.
- (i) Vendors must rebalance the micromobility devices daily based on the use within each service area as defined by the pilot program operating agreement and permit to prevent excessive buildup of units in certain locations.
- (j) The vendor's mobile application and website must inform users of how to safely and legally ride a micromobility device.
- (k) The vendor's mobile application must clearly direct users to customer support mechanisms, including, but not limited to, phone numbers or websites. The vendor must provide a staffed, toll-free customer service line which must provide support 24 hours per day, 365 days per year.
- (l) The vendor must provide a direct customer service or operations staff contact to city department staff.
- (m) All micromobility devices shall comply with the lighting standards set forth in F.S. § 316.2065(7), as maybe amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

- (n) All micromobility devices shall be equipped with GPS, cell phone or a comparable technology for the purpose of tracking.
- (o) All micromobility devices must include a kickstand capable of keeping the unit upright when not in use.
- (p) The only signage allowed on a micromobility device is to identify the vendor. Third-party advertising is not allowed on any micromobility device.
- (q) The mayor, at his or her discretion, may create geofenced areas where the micromobility devices shall not be utilized or parked. The vendor must have the technology available to operate these requirements upon request and make public within the vendor application. Information on geofenced areas will be available through the Engineering Department and available on the City website.
- (r) The mayor, at his or her discretion, may create designated parking zones (i.e., bike corrals) in certain areas the micromobility devices shall be parked.
- (s) No micromobility device shall be operational and available for use between the hours of 12:00 am and 5:00 am, Friday morning through Sunday morning.

Sec. 7-9-5. - Operation and parking of a micromobility device.

- (a) The riding and operating of micromobility devices upon a public sidewalk is prohibited except for the purposes of parking the device in an acceptable location and position. Micromobility devices shall be allowed to operate on public roadways. The areas listed below shall be restricted:
 - (1) Veterans Memorial Park as designated by signage;
 - (2) Where prohibited by official posting;
 - (3) Prohibited roadways identified on the Shared Micromobility Devices Franchise Area Map, which includes:
 - Cervantes Street
 - North 9th Avenue
 - Garden Street
 - Barrancas Avenue; or
 - (4) As designated in the pilot program operating agreement and permit.
- (b) A user of a micromobility device has all the rights and duties applicable to the rider of a bicycle under F.S. § 316.2065, except the

duties imposed by F.S. § 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to micromobility devices.

- (c) Micromobility devices shall be restricted to a maximum speed of 15 miles per hour.
- (d) A user operating a micromobility device upon a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances. A user may operate a micromobility device to cross prohibited roadways at intersections and designated crossings.
- (e) A user operating a micromobility device must comply with all applicable local, state and federal laws.
- (f) Use of public sidewalks for parking micromobility devices:
 - (1) Adversely affect the streets or sidewalks.
 - (2) Inhibit pedestrian movement.
 - (3) Inhibit the ingress and egress of vehicles parked on- or off-street.
 - (4) Create conditions which are a threat to public safety and security.
 - (5) Prevent a minimum four-foot pedestrian clear path.
 - (6) Impede access to existing docking stations, if applicable.
 - (7) Impede loading zones, handicap accessible parking zones or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes or be within 15 feet of a fire hydrant.
 - (8) Violate Americans with Disabilities Act (ADA) accessibility requirements.
- (g) Micromobility Devices shall not park on sidewalks designated as No Parking Zones as identified on the Shared Micromobility Devices Franchise Area Map.

Sec. 7-9-6. - Impoundment; removal or relocating by the city.

- (a) Any shared micromobility device that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with this chapter or are left unattended on public property, including sidewalks, sidewalk areas, rights-of-way and parks, may be impounded, removed, or relocated by the city. A shared rental micromobility device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly or in another location or device intended for the purpose of securing such device.

- (b) Any micromobility device that is displayed, offered, made available for rent in the city by a vendor without a valid pilot program operating agreement and permit with the city is subject to impoundment or removal by the city and will be subject to applicable impoundment fees or removal fines as specified in this chapter.
- (c) The city may, but is not obligated to, remove or relocate a micromobility device that is in violation of this chapter. A vendor shall pay a \$75.00 fee per device that is removed or relocated by the city.
- (d) Impoundment shall occur in accordance with F.S. § 713.78. The vendor shall be solely responsible for all expenses, towing fees and costs required by the towing company to retrieve any impounded micromobility device. The vendor of a micromobility device impounded under this chapter will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all applicable penalties, costs, fines or fees that are due in accordance with this chapter and applicable local, state and federal law.

Sec. 7-9-7. - Operation of a shared micromobility device program—Enforcement, fees, fines and penalties.

- (a) The city reserves the right to revoke any pilot program operating agreement and permit, if there is a violation of this chapter, the pilot program operating agreement and permit, public health, safety or general welfare, or for other good and sufficient cause as determined by the city in its sole discretion.
- (b) Violations of sections 7-9-1 through 7-9-9 shall be enforced as non-criminal violations of city ordinances.
- (c) Violations of operating a shared micromobility device system without a valid fully executed pilot program operating agreement and permit, shall be fined \$250.00 per day for an initial offense, and \$500.00 per day for any repeat offenses within 30 days of the last offense by the same vendor. Each day of noncompliance shall be a separate offense.
- (d) Violations of this chapter or of the pilot program operating agreement and permit shall be fined at \$100.00 per device per day for an initial offense, and \$200.00 per device per day for any repeat offenses within 30 days of the last same offense by the same vendor. Each day of non-compliance shall be a separate offense.
- (e) The following fees, costs and fines shall apply to vendors:

Pilot program permit fee	\$500.00 --- nonrefundable
Performance bond	\$10,000.00 minimum
One time per unit fee	\$100.00 per unit—nonrefundable
Removal or relocation by the city	\$75.00 per device
Operating without a valid operating agreement and permit fine	\$250.00 per day; \$500.00 per day for second offense
Permit violation fine	\$100.00 per device per day; \$200.00 per device per day for second offense

- (f) At the discretion of the mayor, a vendor is subject to a fleet size reduction or total pilot program operating agreement and permit revocation should the following occur:
- (1) If the violations of the regulations set forth in this chapter are not addressed in a timely manner;
 - (2) 15 unaddressed violations of the regulations set forth by this chapter within a 30-day period; or
 - (3) Submission of inaccurate or fraudulent data.
- (g) In the event of fines being assessed as specified herein or a pilot program operating agreement and permit revocation, the mayor shall provide written notice of the fines or revocation via certified mail or other method specified upon in the operating user agreement, informing the vendor of the violation fines or revocation.

Sec. 7-9-8. - Appeal rights.

- (a) Vendors who have been subject to the imposition of violation fines pursuant to section 13-3-2 or a pilot program operating agreement and permit revocation may appeal the imposition of violation fines or the revocation. Should a vendor seek an appeal from the imposition of violation fines or the pilot program operating agreement and permit revocation, the vendor shall furnish notice of such request for appeal to the city code enforcement authority no later than ten business days from the date of receipt of the certified letter informing the vendor of the imposition of violation fines or revocation of the pilot program operating agreement and permit.

- (b) Upon receipt of a notice of appeal, a hearing shall be scheduled and conducted by the special magistrate in accordance with the authority and hearing procedures set forth in section 13-2-6. The hearing shall be conducted at the next regular meeting date of the code enforcement authority or other meeting date of the code enforcement authority as agreed between the city and the vendor.
- (c) Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized.
- (d) The special magistrate shall render a final order within 30 calendar days after the hearing concludes, unless parties waive the time requirement. The final order shall contain written findings of fact, conclusions of law, recommendation to approve, approve with conditions or deny the decision subject to appeal. A copy of the order shall be provided to the parties by certified mail or, upon mutual agreement of the parties, by electrocommunication.
- (e) A vendor may challenge the final order by a certiorari appeal filed in accordance with state law with the circuit court no later than 30 days following rendition of the final decision or in any court having jurisdiction.

Sec. 7-9-9. - Indemnification and insurance.

- (a) As a condition of the pilot program operating agreement and permit, the vendor agrees to indemnify, hold harmless and defend the city, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of, or from the pilot program operating agreement and permit, the use of right-of-way or city-owned property for pilot program operations or arising from any negligent act, omission or error of the vendor, owner, or managing agent, its agents or employees or from failure of the vendor, its agents or employees, to comply with each and every requirement of this chapter, the pilot program operating agreement and permit or with any other federal, state, or local traffic law or any combination of same.
- (b) Prior to commencing operation in the pilot program, the vendor shall provide and maintain such liability insurance, property damage insurance and other specified coverages in amounts and types as determined by the city and contained in the pilot program

operating agreement and permit, necessary to protect the city its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the pilot program or its operation.

- (c) A vendor shall include language in their user agreement that requires, to the fullest extent permitted by law, the user to fully release, indemnify and hold harmless the city.
- (d) In addition to the requirements set forth herein, the vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in the pilot program operating agreement and permit.
- (e) The vendor shall provide proof of all required insurance prior to receiving a fully executed pilot program operating agreement and permit.

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

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

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

Adopted: February 10, 2022

Approved: Ann Hill
President of City Council

Attest:

Bricka L. Burnett
City Clerk



Memorandum

File #: 22-00635

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

LEASE AMENDMENT - MONUMENT TO WOMEN VETERANS INC. LEASE FOR THE FORMER AMTRAK BUILDING & PARKING LOT AND CONFIRMATION OF LOCAL OPTION SALES TAX (LOST) ALLOCATION CONDITION

RECOMMENDATION:

That City Council approve the Amendment to the Lease with Monument to Women Veterans for the former Amtrak building and parking lot. Further, that City Council authorize the Mayor to take all actions necessary to execute the Amendment to the Lease. Finally, that City Council confirm that the \$40,000 currently allocated to the Monument to Women's Veterans Inc. is to be used only on the construction of the monument for eligible LOST expenses and that these funds may only be distributed if all the necessary funds have been confirmed to be raised for the construction of the monument.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In December 2020, the City Council approved a negotiated lease with the Monument to Women Veterans (MWV) organization for the former Amtrak building and parking lot. The negotiated lease included milestones for initial fundraising and construction documentation, in line with organizations with no immediate financial means to complete the necessary capital repairs for occupancy of the building. Also, after the initial 18-months of milestones was completed, MWV would have received credit for sufficiently-documented capital repair expenditures against future market rate lease payments.

Recently, representatives of the organization have requested a modification to their lease, making it less restrictive regarding the documentation of fundraising milestones and construction timelines. This proposed amendment to the lease would remove the milestones and timelines in their entirety, and allow MWV to receive credit immediately for sufficiently-documented capital repairs against to-be-determined market-rate lease payments. These amendments are supported by the Mayor and the Administration given that MWV has completed and continues to plan for significant repairs, renovations and enhancements to the building and grounds, consistent with the intent of the agreement. The proposed amendments will eliminate the requirement that rent credits be tied to fundraising and, instead, tie rent credits to documented improvements, regardless of how they were

funded or completed.

During the second public hearing to adopt the budget on September 15, 2021, the City Council reallocated Local Option Sales Tax (LOST) monies and provided \$40,000 to the Monument to Women's Veterans. During the Council's deliberations, the consensus was that the \$40,000 was only to be used for the monument itself and would only be distributed if all the necessary funding has been confirmed to be raised for the construction of the monument. Via this proposed action, that consensus intent will be specified.

PRIOR ACTION:

December 10, 2020 - City Council approved the negotiated lease with Monument to Women Veterans Inc.

September 15, 2021 - City Council discussed the reallocations of LOST funds

October 14, 2021 - City Council adopted Supplemental Budget Resolution No. 2021-85 allocating funding to the Monument to Women's Veterans.

FUNDING:

N/A

FINANCIAL IMPACT:

Funding in the amount of \$40,000 was appropriated on Supplemental Budget Resolution No. 2021-85. The memo seeks to confirm the condition under which the distribution occurs.

No additional financial impact anticipated in the immediate future. Future lease payments should be offset by sufficiently-documented capital repair expenditures necessary for occupancy of the building for some time.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/31/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Amendment to Monument to Women Veterans Amtrak Lease - February 2022 draft
- 2) Monument to Women Veterans Amtrak Lease - fully executed
- 3) Council Approval of Negotiated Lease for Amtrak Station - 12-12-2020
- 4) 9.8.21 City Council - Verbatim Transcript of Council Discussion regarding \$40,000 allocation

PRESENTATION: No

AMENDMENT TO LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS AMENDMENT (the “Amendment”) to the Lease Agreement (the “Lease”) dated December 17, 2020, is made and entered into to be effective as of the _____ day of _____ 2022, 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, FL 32502 (the “City” or “Lessor”) and Monument to Women Veterans, Inc., (the “Lessee”), a Florida not-for-profit corporation whose principal offices are located at 1297 Ceylon Drive, Gulf Breeze, FL 32563.

WHEREAS, the City owns the real property known as the Amtrak Train Station and parking lot located at 980 East Heinberg Street (“Property”); and

WHEREAS, the City entered into a Lease Agreement with the Lessee, effective as of December 17, 2020, for the Lessee’s intention of using the Property as a monument to women veterans, with a multipurpose museum, gift shop, conference center, and cultural and educational center in furtherance of such purpose; and

WHEREAS, the Lessee now seeks to amend the terms of the Lease Agreement in regards to the removal of milestones for fundraising and construction planning activities.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, and for other good and valuable consideration the sufficiency and delivery of which is hereby acknowledged, the City and the Lessee agree as follows:

1. Recitals: The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms in this Amendment shall have the respective meanings assigned to them in the Lease unless another meaning is hereby intended in the terms of this Amendment.
2. Upon approval by the City of Pensacola, this Amendment shall be effective as of the date written above. Upon the effective date, the following amendments to the Lease shall be made:
 - a. Section 5 pertaining to Termination shall be removed in its entirety and replaced by the following text:

Lessor may terminate this Lease Agreement for (i.) nonperformance in completion of improvements, (ii.) notification of the resumption of passenger train services by Amtrak or its successive entity, or (iii.) any of the voidable conditions in Section 20 of the Lease Agreement, at any time upon providing Lessee with written notice of its intent to terminate the Lease delivered sixty (60) calendar days in advance of the effective date of termination.

- b. Section 6 pertaining to Lease Payments shall be amended to remove Section 6(B) Subsequent Lease Payments in its entirety and replaced by the following text:

The Lessor will establish the market rate lease amount for the property via a State-certified Real Estate Appraiser, and Lessee shall pay the market rate of lease payments. Lease payments may be made by the Lessee on a monthly basis for the duration of the lease, or the Lessee can pay for the year at one time in a lump sum. Credit for all sufficiently-documented funds expended by the Lessee and in-kind contributions received by the Lessee on Lessor-approved capital improvements to the Property will be applied towards the lease payments. Expenditure documentation and receipts for cash, in-kind contributions, or any other non-cash contribution will be evaluated and accepted for credit at the sole discretion of the Lessor.

3. All other sections, subsections, terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS HEREOF, the Parties hereto have executed this Amendment in multiple original copies to be effective as of the date first above written.

CITY OF PENSACOLA
A municipal corporation, Lessor

STATE OF FLORIDA
COUNTY OF ESCAMBIA

By: _____
Grover C. Robinson, IV, Mayor

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Grover C. Robinson, IV, the Mayor of the City of Pensacola, a municipal corporation, for an on behalf of the City, and who is personally known to me.

Witnesses:

Signature _____
Printed Name _____

Signature _____
Printed Name _____

GIVEN under my hand and official seal this _____ day of _____, 2022.

Attest:

NOTARY PUBLIC

Ericka L. Burnett, City Clerk

Name

Legal in form and valid as drawn:

[Type or print Name]
My Commission Expires:

Charles V. Peppler, City Attorney

MONUMENT TO WOMEN VETERANS
INC., Non-profit organization, Lessee

By: _____
Michelle Caldwell, President

Witnesses:

Signature _____
Printed Name _____

Signature _____
Printed Name _____

Attest:

Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged
before me this _____ day of
_____, 2022, by Michelle
Caldwell, the President of Monument to
Women Veterans, a Florida not for profit
corporation, for and on behalf of the
corporation and who is personally known to
me or has produced _____ as
identification.

GIVEN under my hand and official seal this
_____ day of _____, 2022.

NOTARY PUBLIC

Name

[Type or print Name]
My Commission Expires:

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into to be effective as of the 17th day of December 2020, 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, FL 32502 (the "City" or "Lessor") and Monument to Women Veterans, Inc., (the "Lessee"), a Florida not-for-profit corporation whose principal offices are located at 1297 Ceylon Drive, Gulf Breeze, FL 32563.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by the City and the Lessee that the following Lease provisions shall be implemented:

1. STATEMENT OF PURPOSE

Lessor owns certain real property known as the Amtrak Train Station and parking lot, as more particularly described in Attachment A, attached hereto, City of Pensacola, Escambia County, Florida (the "Property"). Lessee intends to use the Property as a monument to women veterans, with a multipurpose museum, gift shop, conference center and cultural and educational center in furtherance of such purpose.

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 be for a period of thirty (30) years commencing on the date and year first above written.

4. RENEWAL

Upon mutual, written consent of the City and the Lessee, this lease may be extended with two additional ten (10) years renewal periods beyond its initial term. Renewal of this lease will not be unreasonably withheld by the Lessor.

5. TERMINATION

As reflected in Paragraph 6 (A), below, Lessee is being provided a period of Eighteen (18) months in which to engage in fundraising and construction planning activities in order to be in a position to renovate and improve the property in a manner suitable for its intended use. At the conclusion of the Eighteen (18) month period of time from the date of inception of this Lease, if the Lessee has failed to provide sufficient documentation to the Lessor of its financial, liquid assets in the amount of Eight Hundred Thousand Dollars (\$800,000.00) and a current, viable construction plan and timeline for Improvements to the Property, the Lessor may terminate this Lease in its entirety by giving Lessee written notice thereof. Lessor may make this determination in its sole

discretion. The Milestones in Paragraph 5 (A) below denote the method by which the assets are demonstrated.

A. Financial Milestones

At Six (6) months from the date of inception of this lease, Lessee shall provide to the Lessor sufficient documentation of financial assets in the amount of Three Hundred Thousand Dollars (\$300,000.00).

At Twelve (12) months from the date of inception of this lease, Lessee shall provide to the Lessor sufficient documentation of financial assets in the amount of Six Hundred Thousand (\$600,000.00), completed a 30% construction plan and complete timeline for property improvements.

At Eighteen (18) months from the date of inception of this lease, Lessee shall provide to the Lessor sufficient documentation of financial assets in the amount of Eight Hundred Thousand (\$800,000.00) and completed a 60% construction plan.

"In-kind" contributions or any other non-cash contributions will be evaluated per item on a case-by-case basis and accepted as an asset at the sole discretion of the Lessor. The "in-kind", non-cash contributions shall not comprise more than 15% of the total amount of financial assets required in totality, or \$120,000.

6. LEASE PAYMENTS

A. Initial Lease Payments

The Lessor agrees to lease the subject property to Lessee at a monthly rate of \$1.00 for a period of Eighteen (18) months from commencement in order to provide Lessee with a reasonable period of time to obtain and secure the funding that will be required for renovation and improvement of the property in order effectively use it for its intended purposes.

B. Subsequent Lease Payments

Following the 18-month period of lease payments described in subsection A, above, the Lessor will establish the market rate lease amount for the property, and Lessee shall pay the market rate of lease payments. Credit for all documented funds which Lessee expends on Lessor-approved, improvements to the property will be applied towards the lease payments. It is contemplated that the Lessee will have in hand substantial funds on an ongoing basis for construction and improvements of the property, and that the expenditure of such funds for that purpose will fully satisfy the Lessee's obligation to pay market rate lease payments.

C. Triple Net Lease

The parties agree that this is a triple net lease and that the Lessee is responsible for all expenses such as capital expenses, maintenance expenses, operation expenses, insurance, any applicable taxes and utilities.

D. Prior Approval

All expenditures for improvements and maintenance repairs and construction in the amount of \$10,000.00 or more shall receive prior approval from the Mayor or his designee. Lessee understands that approval of such improvements is necessary for credit towards the lease payments referenced in Paragraph 6 (B).

All improvements shall be completed to the satisfaction of the Lessor.

7. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes described herein, and any other uses must be approved by the Mayor.

8. 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.

9. CONSTRUCTION OF IMPROVEMENTS AND CONSTRUCTION PLANS

Lessee shall submit design plans and specifications for the Improvements on the Property to the Mayor or Mayor's designee for all improvements that will exceed the amount of \$10,000.00. Once the lessee has received approval from the Mayor or his designee, the lessor may commence with the improvement.

Lessee shall be fully responsible for the cost and development of the Improvements to the Property at Lessee's sole cost and expense, pursuant to the terms and conditions of this Lease Agreement.

10. TITLE TO IMPROVEMENTS

Title to Improvements that shall be placed upon the Property by Lessee shall vest in Lessor upon the completion of the Improvements, and Lessee acknowledges that it shall have no right to remove such fixed or permanent Improvements from the Property.

11. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property.

12. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be covenants running with the land, and shall be binding on Lessor, Lessee, sublessees and the successors of the parties, and all other successors in interest to the Property, or any part thereof:

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee will maintain the exterior appearance (including landscaping) suitable to the area and the Property's uses.
- C. That in the event that the property, or any portion thereof, is required for use by Amtrak or related railroad purposes (including rail track repairs or similar), the Lessee will abate and terminate its use of the property on a temporary basis to the extent necessary to accommodate the requirements of Amtrak or any other railroad entity.

13. NO MORTGAGES OR ENCUMBRANCES

- A. Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.
- B. Lessee shall remove any liens or encumbrances placed against the Property on account of Lessee's activities or occupation of the Property during the term of this Lease or as it may be renewed. If Lessee fails to remove any such lien from the Property, within thirty (30) days of the recording or other reasonable notice of any lien or encumbrance, such failure shall constitute a breach of the Lease.

14. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use and have the quiet enjoyment of the Property for its intended use, that Lessor has the right to enter into this Lease, and Lessee's possession will be superior to the assertions of third parties claiming title superior to Lessor (including lien claims).

15. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the Property or any part thereof, occasioned wholly or in part by any act or omission of Lessee, its successors and assigns, its agents, contractors, employees, servants, invitees, sublessees, licensees or concessionaires. 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.

16. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment "B" during the life of this Lease Agreement 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 the term of this Lease or any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

17. 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"

- A. 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.
- B. 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.

18. AD VALOREM TAXES AND UTILITIES

Lessee shall pay any and all ad valorem taxes, or other taxes that may be levied against the Property commencing as of the effective date hereof. Lessee shall pay all utilities for the Property.

19. WASTE

Lessee shall maintain the Property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Property.

20. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- A. If Lessee shall desert or vacate the Property;
- B. If default shall be made by Lessee in the payment of the Lease payments as specified in this Lease;
- C. If Lessee shall file a petition of bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this Lease terminated which notice Lessor shall make in writing. Unless Lessee shall have removed or cured the default within ten (10) days if a monetary default or to maintain insurance as required by this Agreement or within thirty (30) days if a nonmonetary default, from the date of Lessor's notice of intention to declare the Lease terminated, this Lease shall come to an end as if the date established by notice from Lessor to Lessee, Lessor's agent or attorney shall have the right, without further notice or demand, to re-enter and remove Lessee and Lessee's property from the Property without being deemed guilty of any trespass.

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. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

21. 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
City Hall
222 West Main Street
Pensacola, Florida 32502

Lessee: Monument to Women Veterans
c/o Michelle Caldwell
1297 Ceylon Drive
Gulf Breeze, Florida 32563

22. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including sublessees, and, their successors, respectively.

23. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties hereto.

24. 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.

25. 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.

26. ENTIRE AGREEMENT

This instrument constitutes in the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior to contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

27. 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 waiver or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

28. TIME OF THE ESSENCE

Time is of the essence of each and every provision, covenant and condition of this Lease on the part of Lessor and Lessee to be done and performed.

29. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

30. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

31. ASSIGNMENT

Lessee shall not assign this Lease without prior written approval by Lessor.

32. SUBLETTING

Lessee may sublet portions of the Property upon obtaining prior written approval from Lessor.

EXECUTED in multiple original copies to be effective as of the day and year first above written.

CITY OF PENSACOLA
A municipal corporation, Lessor

By:

Grover C. Robinson, IV, Mayor

Witnesses:

Signature

Printed Name Kara Kleckner

Signature

Printed Name Donacia Griffin

Attest:

Ericka L. Burnett
Ericka L. Burnett, City Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of April, 2020, by Grover C. Robinson, IV, the Mayor of the City of Pensacola, a municipal corporation, for an on behalf of the City, and who is personally known to me.

GIVEN under my hand and official seal this 26th day of April, 2020.

NOTARY PUBLIC

Donacia Griffin
Name

Donacia Griffin
[Type or print Name]

Notary Public
State of Florida
Comm# HH099471
Expires 3/6/2025

Legal in form and valid as drawn:

Susan A. Woolf
Susan A. Woolf, City Attorney

MONUMENT TO WOMEN VETERANS
INC., Non-profit organization, Lessee

By:

Michelle D. Caldwell
Michelle Caldwell, President

Witnesses:

Signature

Printed Name R. Booth Towry-Iburg

Signature

Printed Name

Attest:

Janis Wilson
Secretary

STATE OF FLORIDA
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 26th day of Jan, 2020, by Michelle Caldwell, the President of Monument to Women Veterans, a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced _____ as identification.

GIVEN under my hand and official seal this 26th day of Jan, 2020.

NOTARY PUBLIC

Robyn F. Ash
Name

Robyn F. Ash
[Type or print Name]

My Commission Expires:

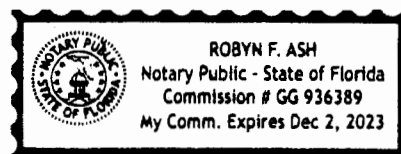


EXHIBIT A

Parcel Description of Real Property for Lease – 980 E. Heinberg Street

A parcel of land in Escambia County, Florida being more particularly described as follows:

The East 30.24 feet of Lot 8, all of Lots 9 and 10, Block 49, and the West 69.76 feet of the vacated 15th Avenue lying between the Southerly right-of-way line of Wright Street (100' R/W) and the Northerly right-of-way line of Heinberg Street (50' R/W), New City Tract, according to the Map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906.

Specifics of Property Leased for Use by Lessee

Leased property includes the main building and its parking lot. Leased property does not include the train platforms, railroad tracks, nor any external components attached to or above the platforms and railroad tracks.

EXHIBIT B

INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of the lease, Lessee 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 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.

Commercial General and Umbrella Liability Coverages

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, and per accident, for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. 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 contractors, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

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.

Fire Legal Liability Insurance coverage shall not be less than \$850,000 per occurrence. The City of Pensacola will be listed as a loss payee.

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.** If required by the City, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. 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, volunteers, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and persons employed or utilized by the Lessee. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Straight-Line Insurance, LLC
1301 Grasslands Boulevard,
Suite 100
Lakeland, FL, 33803

CONTACT NAME: JOHN DAVIS

PHONE (A/C, No, Ext): (863) 860-2983

FAX (A/C, No):

E-MAIL ADDRESS: ndavis@straightlinellc.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ohio Security Insurance Company

24082

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

MONUMENT TO WOMEN VETERANS INC
1297 Ceylon Drive
Gulf Breeze, FL, 32563

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. 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC OTHER	☒	BLS62521173	12/23/2020	12/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N N/A				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 included as additional insured with respect to the General Liability per the policy's terms and conditions.

CERTIFICATE HOLDER

City of Pensacola
222 West Main Street
Pensacola, FL, 32502

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

Coverage Is Provided In:
Ohio Security Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Change Endorsement

Policy Number:
BLS (21) 62 52 11 73
Policy Period:
From 12/23/2020 To 12/23/2021
Endorsement Period:
From 01/20/2021 to 12/23/2021
12:01 am Standard Time
at Insured Mailing Location

Named Insured & Mailing Address

MONUMENT TO WOMEN VETERANS INC
1297 Ceylon Dr
Gulf Breeze, FL 32563

Agent Mailing Address & Phone No.

(646) 844-9933
COVERWALLET INC
FL 3
100 AVENUE OF THE AMERICAS
NEW YORK, NY 10013-1689

CHANGES TO POLICY - TRANSACTION # 2

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Return Premium	\$1.00
Total Return Charges	\$1.00

Description of Change(s)

DAMAGE TO RENTED PREMISES LIMIT IS AMENDED TO
\$1,000,000.

See The Revised Declarations and Declarations Schedule

Issue Date 01/26/21

Authorized Representative

To report a claim, call your Agent or 1-844-325-2467

DS 70 27 01 08

Coverage Is Provided In:
Ohio Security Insurance Company

175 Berkeley St., Boston, MA 02116

Policy Change Endorsement

Policy Number:
BLS (21) 62 52 11 73
Policy Period:
From 12/23/2020 To 12/23/2021
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From 01/20/2021 to 12/23/2021
12:01 am Standard Time
at Insured Mailing Location

Named Insured

Agent

MONUMENT TO WOMEN VETERANS INC

(646) 844-9933
COVERWALLET INC

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 02 20 03 12	Florida Changes - Cancellation And Nonrenewal
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 85 00 04 12	Florida Changes - Non-Cumulation Of Liability Limits Same Occurrence
CG 85 15 09 03	Exclusion - Professional Services
CG 88 10 04 13	Commercial General Liability Extension
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)

Issue Date 01/26/21

Authorized Representative

To report a claim, call your Agent or 1-844-325-2467

DS 70 27 01 08

Coverage Is Provided In:
Ohio Security Insurance Company

175 Berkeley St., Boston, MA 02116

**Commercial General Liability
Declarations -Revised**

Basis: Occurrence

Policy Number:
BLS (21) 62 52 11 73

Policy Period:
From 12/23/2020 To 12/23/2021
12:01 am Standard Time
at Insured Mailing Location

Named Insured

Agent

MONUMENT TO WOMEN VETERANS INC

(646) 844-9933
COVERWALLET INC

SUMMARY OF LIMITS AND CHARGES

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	244.00
	Policy Writing Minimum Premium Adjustment	255.00
	Certified Acts of Terrorism Coverage	1.00

Total Advance Charges:

\$500.00

Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467

Coverage Is Provided In:
Ohio Security Insurance Company

175 Berkeley St., Boston, MA 02116

**Commercial General Liability
Declarations Schedule -Revised**

Policy Number:
BLS (21) 62 52 11 73

Policy Period:
From 12/23/2020 To 12/23/2021
12:01 am Standard Time
at Insured Mailing Location

Named Insured

Agent

MONUMENT TO WOMEN VETERANS INC

(646) 844-9933
COVERWALLET INC

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0001 1297 Ceylon Dr, Gulf Breeze, FL 32563

Insured: MONUMENT TO WOMEN VETERANS INC

CLASSIFICATION - 61226

Buildings Or Premises - Office NOC - For Profit
Products-Completed Operations Are Subject To The General
Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1000	PREMIUM
Premise/Operations	500 Square Feet Of Area	487.575	\$244.00
<i>Total:</i>			<i>Included</i>

Commercial General Liability Schedule Total

\$244.00

To report a claim, call your Agent or 1-844-325-2467



Legislation Details (With Text)

File #: 20-00814 **Version:** 1 **Name:**
Type: Add-On Legislative Item **Status:** Passed
File created: 12/4/2020 **In control:** City Council
On agenda: 12/10/2020 **Final action:** 12/10/2020
Enactment date: **Enactment #:**
Title: APPROVAL OF AMTRAK BUILDING & PARKING LOT LEASE TO MONUMENT TO WOMEN VETERANS INC.
Sponsors: Grover C. Robinson, IV
Indexes:
Code sections:

Attachments: 1. Women Veterans Amtrak Lease - final draft, 2. Sunbiz Info - 11-2020, 3. Council Approval to Surplus Amtrak - 04-11-2013, 4. Council Approval to Negotiate Lease - 11-12-2020

Date	Ver.	Action By	Action	Result
12/10/2020	1	City Council	Approved	Pass
12/7/2020	1	Agenda Conference	added-on	Pass

ADD-ON LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

APPROVAL OF AMTRAK BUILDING & PARKING LOT LEASE TO MONUMENT TO WOMEN VETERANS INC.

RECOMMENDATION:

That City Council approve the final draft Lease Agreement for the Amtrak building and parking lot between the City of Pensacola and the Monument to Women Veterans Inc. Further, that City Council authorize the Mayor to take all necessary actions to execute and administer the Lease Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In March 2013, City Council approved the surplus of the Amtrak building. Subsequent attempts to dispose of the property via sale and to re-establish Amtrak service were unsuccessful. Michelle Caldwell of the non-profit Monument to Women Veterans organization has lobbied on several occasions for leasing the property to establish a museum and venue in tribute to women service veterans. In November 2020, City Council authorized the Mayor to enter into negotiations to lease the property to Ms. Caldwell's organization.

This item is requested as an add-on due to City Council feedback from a prior meeting regarding the terms, requesting staff to move quickly to finalize the agreement and bring back to the City Council for approval.

PRIOR ACTION:

April 11, 2013 - City Council approved the declaration of the Amtrak property as surplus.

September 13, 2018 - Presentation and discussion with Michelle Caldwell, Monument to Women Veterans Inc.

October 5, 2020 - Presentation and discussion with Michelle Caldwell, Monument to Women Veterans Inc.

November 12, 2020 - City Council approved the negotiation of a lease for the Amtrak property with Monument to Women Veterans Inc.

FUNDING:

N/A

FINANCIAL IMPACT:

For the first 18-month period a monthly rate of \$1.00 will be paid to the City of Pensacola while the organization secures funding and develops a construction plan for the renovations and improvements to the property. After the 18-month period the organization will pay the market rate of the lease payments. Credit for all documented funds expended for improvements to the property will be applied towards the lease payments.

CITY ATTORNEY REVIEW: Yes

12/7/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Women Veterans Amtrak Lease - final draft
- 2) Sunbiz Info - 11-2020
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- 4) Council Approval to Negotiate Lease - 11-12-2020

PRESENTATION: No



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

MONUMENT TO WOMEN VETERANS INC

Filing Information

Document Number N11000006915
FEI/EIN Number 45-3411596
Date Filed 07/20/2011
State FL
Status ACTIVE

Principal Address

1297 Ceylon Dr
Gulf Breeze, FL 32563

Changed: 04/29/2018

Mailing Address

1297 Ceylon Dr
Gulf Breeze, FL 32563

Changed: 04/29/2018

Registered Agent Name & Address

Caldwell, Michelle D
1297 Ceylon Dr
Gulf Breeze, FL 32563

Name Changed: 03/05/2015

Address Changed: 04/29/2018

Officer/Director Detail

Name & Address

Title C

CALDWELL, MICHELLE
314 Andrew Jackson Trail
Gulf Breeze, FL 32561

Title D

PORTER, KRYSTAL

7211 ANTOINETTE CIR
NAVARRE, FL 32566

Title D

STEWART, TINA
2920 NORTHWOOD AVE
TOLEDO, OH 43606

Title SA

Iburg, Booth i
24 Park lane
GULF BREEZE, FL 32563

Title Treasurer

Aloy, Karen
314 Andrew Jackson Trail
Gulf Breeze, FL 32561

Annual Reports

Report Year	Filed Date
2019	06/20/2019
2020	02/26/2020
2021	01/27/2021

Document Images

01/27/2021 -- ANNUAL REPORT	View image in PDF format
02/26/2020 -- ANNUAL REPORT	View image in PDF format
06/20/2019 -- ANNUAL REPORT	View image in PDF format
04/29/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
03/05/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
08/20/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
05/01/2012 -- ANNUAL REPORT	View image in PDF format
07/20/2011 -- Domestic Non-Profit	View image in PDF format

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(Blue Form)

DEPARTMENT

Document Title: LEASE AGREEMENT - MONUMENT TO WOMEN VETERANS FOR AMTRAK BLDG

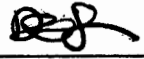
☐ Project ☐ Contract ☒ Lease ☐ Other (Check One)

Brief Description: Lease is for 30-years with initial 18-month fundraising repair period built in. Fundraising period has milestones with \$800,000 cap. Subsequent lease payments will be market rate offset by construction and improvements expenditures. Lease begins December 17, 2020.

Contract Cost: \$ 0

Department: Finance Department

Approved by Mayor: / /

Dept Contact Person: Deana Stallworth 

OR

Approved By Council: 12/10/2020

Sent to Contract Admin. (Purchasing)

02/11/2021

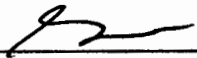
CONTRACT ADMINISTRATOR (PURCHASING)

Date Received 2/16/21

☒ Debarment Check

☐ Pending (See comments below): _____
(Signature)

Sent to Department / /

☒ Approved: 
(Signature)

Sent to Budget Review 2/18/21

Comments: _____

BUDGET REVIEW

Date Received / /

☐ Pending (See comments below): _____
(Signature)

Sent to Department / /

☒ Approved: 
(Signature)

Sent to Risk Manager 2/19/21

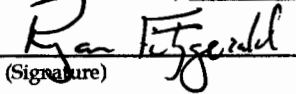
Comments: _____

RISK MANAGER

Date Received 2/19/21

☐ Pending (See comments below): _____
(Signature)

Sent to Department / /

☒ Approved: 
(Signature)

Sent to City Attorney 2/19/21

Comments: _____

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

CITY ATTORNEY

☒ Pending (See comments below): Wm. Wells
☒ Approved: Wm. Wells 4/7/21
(Signature) (Signature)

Date Received 2/19/21

Sent to Department 2/19/21

Sent to Mayor 4/7/21

Comments: NEED ADDITIONAL WITNESS TO
CADWELL'S SIGNATURE AND CORP.
SECRETARY ATTEST

MAYOR'S OFFICE (CITY ADMINISTRATOR)

☐ Pending (See comments below):
☒ Approved: [Signature]
(Signature) (Signature)

Date Received 04/07/21

Sent to Department 04/08/21

Sent Original to City Clerk / /

Comments: _____

CITY CLERK

☐ Pending (See comments below):
☒ Approved: Debbie L. Burnett
(Signature) (Signature)

Date Received 4/12/21

Sent to Dept/ Admin/ Legal / /

Retained original / copy in Maxxvault
 4-12-21

Comments: _____

Returned 1 original(s) to Department 4/13/21

Initials: Rut



Legislation Details (With Text)

File #: 20-00814 **Version:** 1 **Name:**
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12/7/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

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PRESENTATION: No

9.8.21 Special Council Meeting

Subject: Women Veterans Memorial

Council President Jared Moore: Mr. Wiggins, I have got you next on the line here.

Delarian Wiggins: Okay. I just wanted to go back to the Women's Memorial Veterans. I would like to put a motion on the floor to allocate \$20,000 towards the construction of the monument and also, from the remaining balance of Sanders Beach. And also, I would like to request \$21,311.15 to the Ella Jordan home.

Council President Jared Moore: Okay. Let's do one at a time.

Delarian Wiggins: Okay. I got it.

Council President Jared Moore: You have got two that you want to...

Delarian Wiggins: Yes.

Council President Jared Moore: Okay. We will handle both of those two before we move on. The first motion on the floor is \$20,000 from the Sanders Beach Community Center to be shifted over to the... I guess that this would be a new line?

Amy Lovoy: To the Ella Jordan house?

Council President Jared Moore: No. No. No. \$20,000 from Sanders Beach Community to the women...the monument to Women Veterans.

Amy Lovoy: Correct. Correct. That would be a new line...

Delarian Wiggins: Okay.

Council President Jared Moore: Okay.

Amy Lovoy: ...in the LOST. It is not a new line. Oh! It would have to be for eligible LOST cost which would be construction of the improvement.

Tenaide Broughton: Is that...um...I think that is really the only thing.

Council President Jared Moore: That's... So, in that we have uh... I don't know if you saw the email. We got a breakdown. They are asking for \$71,000. \$21,000 of that...or \$20,000 of that is the construction of the monument.

Tenaide Broughton: Okay. Well, hold on...

Council President Jared Moore: Or is it the Macet (sp)?

9.8.21 City Council Meeting

Subject: Women Veteran Memorial

Page 1 | 8

Tenaide Broughton: I'm just going to read it all.

Council President Jared Moore: Okay. Please.

Tenaide Broughton: It says the \$20,000 - says artist down payment, deposit toward 3-5 marquette model construction, to be used for planning, construction and fund raising.

Council President Jared Moore: Okay. So, \$20,000...

Tenaide Broughton: And the part about the building itself though, was \$15,000 - project management for phase 1 for 6 months, overseeing construction of monument and building to monument.

Ericka Burnett: Council President, we need a motion and a second, please.

Council President Jared Moore: Okay. Yeah. I'm trying to clarify what the motion is. So, the motion that you put on the floor is \$20,000... Would you restate it kind of more explicitly stating what it would be used for at Women to Monument Veterans?

Delarian Wiggins: The \$20,000 to come out of the remaining balance of...from Sanders Beach to the Womens Memorial...Veterans Memorial for the construction of the monument.

Council President Jared Moore: Okay. We have a motion.

Ann Hill: I will second that.

Council President Jared Moore: Okay. We have a second, Ms. Hill, and discussion. Okay. Ms. Hill.

Ann Hill: So, what you are saying about the \$15,000 that is also part of that construction package that would be counted to an LOST?

Tenaide Broughton: I don't know, but what Councilman Wiggins is saying is that they need to spend it toward construction, because that is what they can...

Council President Jared Moore: Yeah.

Ann Hill: And so, you are thinking that designing the artist... Who know? I probably hit it with my elbow.

Tenaide Broughton: So...so that is what I am...maybe we should be asking him. I'm sorry.

Delarian Wiggins: Yes, it is for the construction of the monument.

Tenaide Broughton: So...so...what... Thank you. So, what you are saying is that regardless of what they have asked for here, they need to use it for the construction of the monument.

Delarian Wiggins: Correct.

Tenaide Broughton: Or whatever else might be eligible under LOST.

Delarian Wiggins: Correct.

Council President Jared Moore: Ms. Hill, you have got the floor.

Ann Hill: So, my question would be is... We know the \$15,000 would be for construction. Don't answer that yet. Would the \$20,000 for the artist replicas or baby...whatever you call them...samples...

Council President Jared Moore: Marquette.

Ann Hill: The Mar...

Council President Jared Moore: That is what they called it...a Marquette.

Ann Hill: What did they call it?

Council President Jared Moore: They call it a Marquette.

Ann Hill: Okay. For the little marquettes, you can't construct the statue without the marquettes.

Delarian Wiggins: Marquette.

Ann Hill: So, it seems to me both the \$20,000 and the \$15,000 would be eligible for LOST money.

Council President Jared Moore: Ms. Lovoy doesn't look like she is going to agree with that.

Amy Lovoy: So, I will actually need to take a look at that. But if you want the actual definition, I think that it has to have a cost of \$5,000 or greater and a depreciable life of greater than five years. So, you would have to say that Marquette was greater than \$5,000 and had a depreciable life of at least five years and I couldn't even hazard a guess as to what that would...

Council President Jared Moore: Let me ask you this to while you are on that...kind of along with what she is saying. So, that line that I'm reading says project management of the construction. So, if someone overseeing the construction, is that construction?

Amy Lovoy: Yeah and that is what I was getting to is things like architecture and engineering services...

Council President Jared Moore: Uh hm.

Amy Lovoy: ...if you are constructing something...absolutely that would be eligible. You can clearly do architectural and engineering. That is when start driving off of the path and you get into project management. Well, what are we talking about specifically? So, is it the A & E phone to act as the owner's representative for that construction project? Probably. If it is for some person to go out there and get paid as a result of that? I would probably have to question that cost coming in.

Council President Jared Moore: Okay. Ms. Brahier.

Jennifer Brahier: Yeah. Can we do something like a certain amount into a line item to be used for a proved construction type thing towards and then they clear with you like we have got this cost, this cost while we have there is this much in the line item that we can use for it?

Amy Lovoy: And, that is a great idea and if you broaden it to include the whole project because there is the building that they are renovating and it is bigger than just the monument construction. So, I feel fairly confident that Michelle can find \$20,000 of eligible LOST expense.

Jennifer Brahier: Okay. If I may...

Council President Jared Moore: Yeah.

Jennifer Brahier: If you take those two line items that are right there next to each other... I almost hate that I am pointing this out, because I don't want you to attack it before I get there. But if we take the \$83,431 that we had leftover and then below it – the next line down – you have got \$385,000... Right?

Ann Hill: What line are you on?

Delarian Wiggins: 73

Jennifer Brahier: The two in order: 73 and 74.

Ann Hill: Okay.

Jennifer Brahier: So, you have got the \$583,000 and then the \$385,000. And, Teniade has penned \$500,000 of the top one. So, that leaves the \$83,431.

Ann Hill: Uh hm.

Jennifer Brahier: Added to the \$385,000 that we are... And, this is the stuff that we are kind of messing with right here. And, just to be really open and honest, we have got to turn the page. We have got another \$24,823 there.

Ann Hill: What number?

Jennifer Brahier: That is green on...

Delarian Wiggins: It is Legion Field.

Jennifer Brahier: ...112.

Ann Hill: Oh. Okay.

Jennifer Brahier: Okay? So, when you do that right now and if you took out \$40,000 to have line items for that to put them to move forward, that still leaves stuff that we can talk about. So, if you take the \$40,000...

Council President Jared Moore: We do have a motion on the floor. I hear where you are going. You are heading to Ports 2, 3 and 4. We are still at Port 1.

Ann Hill: Yup.

Jennifer Brahier: I'm just saying that if you went ahead and did like \$40,000 to them...

Council President Jared Moore: Okay.

9.8.21 City Council Meeting

Subject: Women Veteran Memorial

Page 4 | 8

Jennifer Brahier: We still have got a handful of money here that we can divide up for other things potentially or maneuver. I mean if it's... I don't know if you want to go that high, but this is yours, Delarian. I'm just pointing it out here.

Council President Jared Moore: Okay.

Delarian Wiggins: I can make an amendment to that.

Ann Hill: And, I will second his amendment.

Council President Jared Moore: What was the modified amendment?

Delarian Wiggins: The modified amendment would be...

Jennifer Brahier: Create a line item...

Delarian Wiggins: Yeah.

Jennifer Brahier: And, take it out of... You can go ahead and just take the \$40,000 out of 72 right now.

Delarian Wiggins: Yeah.

Amy Lovoy: 72 is....?

Jennifer Brahier: It is...

Council President Jared Moore: That is the Sanders Beach Community Center.

Jennifer Brahier: ...same one. And, create a line item of \$40,000 for that. Then they have to be approved for you for a use from you of appropriate spending whatever.

Teniade Broughton: LOST.

Council President Jared Moore: And, this is for the construction of the monument?

Ann Hill: Right.

Delarian Wiggins: Right.

Council President Jared Moore: Okay.

Ann Hill: The women's one.

Council President Jared Moore: Right. Right. Monument to Women Veteran's Monument construction.

Amy Lovoy: Is this just...

???: (1:34:45 inaudible – speaking over each other)

Amy Lovoy: Is this just...

Council President Jared Moore: It's the next one. Next one.

Amy Lovoy: Is this just the monu...it is a broader project then just monument. There is the monument and there is the renovation to the building...

Council President Jared Moore: What she said tonight is that she was just asking for this money for the monument. That they have got their building under control. But, that does lead me to a question. The same question that I asked Mr. Dosa (sp?) that you know that we are not doing a Go Fund Me here with public dollars where it is like we will pledge that to this great idea. We need a guarantee that we are going to get what we are pledging the money to. So, when we start talking about we are... If this is to construct a monument and the lease is still in the air...they don't have the money to meet Phase 1, is there a way we can delay that until we are sure that they are going to meet all of their benchmarks of the facility? Because I would hate to give them money...they get an artist moving forward with the construction of a monument and then the building doesn't come together to that lease and now what? We spend public dollars on a monument that doesn't materialize. You know, I don't want to Go Fund Me with public dollars.

Jennifer Brahier: But we are putting this \$40,000 into a line item.

Council President Jared Moore: Right.

Jennifer Brahier: For them to jump through whatever hoops and show that this is a durable project...

Council President Jared Moore: Uh hm.

Jennifer Brahier: ...that is then approved by Director Lovoy.

Amy Lovoy: So, this is last dollar money meaning once we put out money in, this monument can be constructed.

Jennifer Brahier: Right.

Council President Jared Moore: Okay.

Teniade Broughton: And I guess that I was a little confused, because you said both Ella Jordan and...

Council President Jared Moore: That is the next one. He has got two motions. He is going to bring like you brought three.

Tenaide Broughton: Oh okay.

Council President Jared Moore: So, that one is going to come in a second. Ms. Hill.

Ann Hill: And, just to be clear, the monument is on separate land than the land by the Amtrak. Right? It is across the street or something?

Delarian Wiggins: It is the Amtrak?

Amy Lovoy: The last...

Ann Hill: Is it still part of that Amtrak land?

Amy Lovoy: The last time I saw it was on across the street, but it could have changed since then.

Ann Hill: Yeah. Because I was thinking that if it was our property that it would revert to us, because it is a lease situation. But if it were on some other independent lot, then we might have to make sure it comes back to us.

Amy Lovoy: Correct. But the last time that I saw it, the monument was across the street.

Ann Hill: That is what I was... And, I don't know whose land that it. Do you?

Amy Lovoy: I know that they don't own it yet.

Council President Jared Moore: Oh goodness.

Amy Lovoy: Well, I should say the last time that I was talking to them, they didn't own it yet.

Council President Jared Moore: Okay.

Ann Hill: Yeah.

Council President Jared Moore: Are we sure that if we allocate these dollars they won't be expended until that last stop?

Amy Lovoy: So by what I am hearing the motion would be is \$40,000 for eligible LOST expenses associated with the construction of the monument to Women Veterans monument.

Council President Jared Moore: Uh hm.

Amy Lovoy: And, that it would be the last dollars meaning that these \$40,000 guarantees construction of the project.

Council President Jared Moore: Of the monument?

Amy Lovoy: Yes, the monument.

Council President Jared Moore: Okay. Alright. So, we have got a motion and...

Delarian Wiggins: Well, we will pass on on the monument. Correct?

Ann Hill: They have to have that clause. Right?

Delarian Wiggins: They have to have that clause in there. Correct?

Amy Lovoy: Which clause?

Ann Hill: That (inaudible 1:38:01)

Delarian Wiggins: That (inaudible 1:38:01)

Council President Jared Moore: The eligible construction would require...

9.8.21 City Council Meeting

Subject: Women Veteran Memorial

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Amy Lovoy: Yeah, and we would. Correct.

Delarian Wiggins: Okay. Alright. I'm good with that.

Ann Hill: I think so.

Council President Jared Moore: Alright.

Jennifer Brahier: I think that that covers it.

Council President Jared Moore: Madam Clerk, did you get the motion and then the twelve pages of sub motion...clarifying motion?

City Clerk Burnett: I will call Director Lovoy in the morning.

City Council: (Laughing.)

Council President Jared Moore: Yeah.

City Clerk Burnett: We have it. We are good.

Council President Jared Moore: Okay. Alright. I don't see anymore head nods or wanting to speak on that one. I do need to extend an invitation to the public to address this. I think that we have about whittled the room to vacancy and... So, let's go ahead and vote. Alright. The motion passes 5-0.

-----End-----



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00657

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AMENDMENT TO THE INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY FOR LIBRARY SERVICES

RECOMMENDATION:

That City Council approve the Amendment to Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement as amended.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In November 2012, the City Council adopted an ordinance authorizing the levying of a countywide municipal service taxing unit (MSTU) with the incorporated area of the City for library services for a period of ten years, which served to provide a dedicated funding source for the West Florida Public Library System (WFPL). Subsequently, the City Council approved an interlocal agreement between the City and Escambia County in July 2013, transferring all administrative and operational functions of WFPL to the County.

With the pending expiration of the previous City ordinance and pending approval of a new City ordinance regarding the library MSTU, both City staff and County staff seized the opportunity to amend the interlocal agreement to align with our current actuality. After some discussion and negotiation, staffs arrived at a mutually acceptable amendment, with the main highlight of the City now collecting 10% of the MSTU levied within the City limits, effective January 1, 2023. This revenue to the City will be restricted to use only for capital improvements and major upgrades to the library facilities in the City.

PRIOR ACTION:

November 13, 2012 - City Council adopts an ordinance authoring the levy of the library MSTU within City limits.

July 18, 2013 - City Council approves interlocal agreement with Escambia County for all library services

May 26, 2022 - City Council approved on first reading Proposed Ordinance No. 26-22 - Renewal of Authorization and Approval of the Library MSTU within City limits.

FUNDING:

N/A

FINANCIAL IMPACT:

In FY23, the anticipated revenue from the 10% of the library MSTU in the City limits is estimated at \$170,000. A supplemental budget amendment for acceptance of the funds will be presented to Council in early FY23 after receipt.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/2/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Amendment to Interlocal Agreement for Library Services - Draft
- 2) Interlocal Agreement for Library Services - July 19, 2013

PRESENTATION: No

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ESCAMBIA
COUNTY AND THE CITY OF PENSACOLA RELATING TO THE WEST
FLORIDA PUBLIC LIBRARY SYSTEM**

THIS AMENDMENT to the Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System dated July 19, 2013 ("Interlocal Agreement"), is made by and between Escambia County, a political subdivision of the State of Florida with an administrative address of 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and the City of Pensacola, a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

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

WHEREAS, the West Florida Public Library System provides library services to residents throughout the corporate limits of the City of Pensacola, the Town of Century, and the unincorporated areas of Escambia County; and

WHEREAS, the City and the County entered into an Interlocal Agreement dated July 19, 2013 relating to library services as provided by the West Florida Public Library System, establishing the conditions, extent, and mechanism by which the services would be provided in the aforementioned service areas; and

WHEREAS, the City and the County have agreed to amend the Interlocal Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, benefits, and conditions contained herein, and for other good and valuable consideration the sufficiency and delivery of which is hereby acknowledged, the City and the County agree as follows:

1. The foregoing recitals are declared to be true and correct and are hereby incorporated into this Amendment. Capitalized terms in this Amendment shall have the respective meanings assigned to them in the Interlocal Agreement unless another meaning is hereby intended by the terms of this Amendment.

2. Subsection 4.1 of the Interlocal Agreement is hereby amended as follows:

4.1 Funding. Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and fifty (150) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of

funding shall not be less than the total value of the accrued leave liability for employees of the library system as of September 30, 2013, provided that no employee shall be credited with a leave balance in excess of four hundred (400) hours upon transfer of funding and transfer of employment from the City to the County.

Effective January 1, 2023, the County shall remit annually to the City 10% of the total MSTU collected within the jurisdictional boundaries of the City of Pensacola for library services levied by the County. The expenditures of these funds by the City will be restricted to use only for capital improvements and major upgrades to current library facilities located within the jurisdictional boundaries of the City of Pensacola as identified in subsection 4.7.

Any funds not expended annually by the City will be returned to the County at the end of each fiscal year (October 1st – September 30th), unless the County Administrator and the City Administrator mutually agree that specified capital expenditures will require the accumulation of residual funds for anticipated expenditures during the next fiscal year. Not less than thirty days after the end of the fiscal year, the City agrees to provide an annual narrative report with a statement of expenditures for the preceding fiscal year and, if requesting to retain residual funds, anticipated expenditures during the next fiscal year.

3. Subsection 4.7 of the Interlocal Agreement is hereby amended as follows:

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at 239 North Spring Street

Tryon Branch located at 1200 Langley Avenue

~~Legion Field Neighborhood~~ Theophalis May Resource Center ~~Westside Branch~~ at 1301 West Gregory Street

Third party owned facilities-

~~Westside Branch located at 1580 West Cervantes Street~~

West Florida Genealogy Library located at 5740 North 9th Avenue

County owned facilities-

Southwest Branch located at 12248 Gulf Beach Highway

Century Branch located at 7991 North Century Boulevard

Molino Branch located at 6450 Highway 95-A North

Bellview Library located at 6425 Mobile Highway

Additional branches may be included as part of the Library System at the County's discretion. Any discontinuance in the operation and funding of any of the library system's facilities or consolidation of library system assets into remaining library system facilities must be approved by the West Florida Public Library Board of Governance.

The County shall assume the operation of the ~~Westside Branch facility located at 1580 West Cervantes Street and the~~ West Florida Genealogy Branch facility located at 5740 North 9th Avenue contingent upon the City maintaining a suitable lease agreements with the ~~respective third-party property owners. The lease fees shall be reimbursed by the County from the MSTU.~~

4. Subsection 4.9 of the Interlocal Agreement is hereby amended as follows:

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than ~~five~~ ten thousand dollars (\$~~5~~10,000.00), and a life expectancy of greater than five (5) years.

5. The parties hereby agree that all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.

6. The Interlocal Agreement and any amendments thereto 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 a subject of the Agreement shall be in the County of Escambia.

7. This Amendment to the Interlocal Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Interlocal Agreement on the respective dates under each signature.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jeff Bergosh, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

By: _____
Grover C. Robinson, IV, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE CITY OF PENSACOLA RELATING TO THE WEST FLORIDA
PUBLIC LIBRARY SYSTEM**

THIS AGREEMENT is made this 19th day of July, 2013, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Parties, as local governmental units of the State of Florida, have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Parties are authorized by §§163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the West Florida Public Library System provides library services to residents throughout the unincorporated areas of Escambia County and the corporate limits of the Town of Century and the City of Pensacola; and

WHEREAS, the County and City previously entered into an Interlocal Agreement, dated June 21, 2001, designating the City as the administrator of the Library System and establishing a joint funding mechanism whereby each contributed funds on a per capita basis pursuant to a specified funding formula; and

WHEREAS, the County previously enacted an Ordinance creating a Municipal Services Taxing Unit (MSTU) for the purpose of funding library services within the unincorporated areas of Escambia County; and

WHEREAS, the City has authorized the inclusion of the corporate limits of the City of Pensacola as part of the geographical area of the MSTU for the purpose of funding library services within the corporate limits of the City of Pensacola; and

WHEREAS, due to increasing budgetary constraints, the Parties recognize the most viable means to provide continued funding for the West Florida Library System is through a countywide MSTU assessment imposed for the purpose of funding library services; and

WHEREAS, the Parties recognize the most efficient and effective manner to provide continued operation of the West Florida Library System is to transfer all administrative and operational functions to the County; and

WHEREAS, the County is willing and able to administer and fund the West Florida Library System subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of Agreement.

Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the County will provide library services, within Escambia County and the corporate limits of the Town of Century and the City of Pensacola.

Section 3. Term of Agreement.

This Agreement shall commence on October 1, 2013, and remain in full force and effect until terminated as provided herein.

Section 4. Responsibilities of the Parties.

4.1 Funding. Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and fifty (150) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of funding shall not be less than the total value of the accrued leave liability for employees of the library system as of September 30, 2013, provided that no employee shall be credited with a leave balance in excess of four hundred (400) hours upon transfer of funding and transfer of employment from the City to the County.

4.2 Operational Expenses. Effective October 1, 2013, the County shall be responsible for payment of all Operational Expenses and such other services provided pursuant to this agreement as approved in the Annual Budget adopted by the Escambia County Board of County Commissioners. For the purpose of this agreement, "Operational Expenses" shall include all employee wages and forms of compensation for library personnel; applicable insurance costs; utilities; rents and leases; office supplies; and any other charges, costs or expenses incident to the operation of the library system.

4.3 Assets. The use of all Library System physical assets shall be granted to the County at no cost or expense to the County, including, but not limited to, any real property, structures and appurtenances, and tangible personal property on Library System premises. The ownership of all tangible personal property, including all library materials, shall also be granted to the County at no cost or expense to the County. Individual lease agreements describing the leased premises and the terms and conditions of the lease will be executed for each City owned building in the Library System with an effective date to correspond to this agreement. The continued use of third party owned Library System facilities shall be contingent upon the City maintaining suitable lease agreements with the third party property owners.

4.4 Asset Use. Any buildings or other personal property acquired by the County as part of the Library System physical assets shall be used exclusively in perpetuity for the Library System. If, for any reason, any building or property utilized as part of the Library System is no longer utilized by the County as a public library facility or in the event this agreement is terminated pursuant to this agreement then such building or property shall be returned to the original owner.

4.5 Personnel. Effective October 1, 2013, all current Library System employees without any prior unsatisfactory performance evaluations or record of disciplinary action shall be transferred to the County at the same rate of compensation. All Library System employees hired after the effective date of this Agreement shall be County employees. As County employees, all Library System personnel shall be eligible for Escambia County employee benefits. The County shall not be responsible for providing employee benefits in excess of any benefits currently provided to eligible County employees. All part time Library System personnel shall be eligible for Escambia County part time employee benefits.

4.6 Director. Effective October 1, 2013, the County shall employ a Director with demonstrated experience in library operations who shall be known as the Director of the West Florida Public Library System. The Director shall be an employee of the County and be responsible for the administration and supervision of all branch libraries and personnel. The Director shall carry out policy as established by the West Florida Public Library Board of Governance under the direction of the County Administrator.

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at 239 North Spring Street

Tryon Branch located at 1200 Langley Avenue

Legion Field Neighborhood Resource Center at 1301 West Gregory Street

Third party owned facilities-

Westside Branch located at 1580 West Cervantes Street

West Florida Genealogy Library located at 5740 North 9th Avenue

County owned facilities-

Southwest Branch located at 12248 Gulf Beach Highway

Century Branch located at 7991 North Century Boulevard

Molino Branch located at 6450 Highway 95-A North

Additional branches may be included as part of the Library System at the County's discretion. Any discontinuance in the operation and funding of any of the library system's facilities or consolidation of library system assets into remaining library system facilities must be approved by the West Florida Public Library Board of Governance.

The County shall assume the operation of the Westside Branch facility located at 1580 West Cervantes Street and the West Florida Genealogy Branch facility located at 5740 North 9th Avenue contingent upon the City maintaining suitable lease agreements with the respective third party property owners. The lease fees shall be reimbursed by the County from the MSTU.

4.8 Information Technology. Effective October 1, 2013, the County shall be responsible for information distribution technologies for all Library System facilities, including, but not limited to, support and management of computer hardware, software, electronics, semiconductors, internet, telecom equipment, and other network components.

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than five thousand dollars (\$5,000.00), and a life expectancy of greater than five (5) years.

4.10 Facilities Maintenance. Effective October 1, 2013, except as otherwise noted herein, the County shall be responsible for general maintenance for all Library System facilities, including, but not limited to, custodial maintenance, equipment

maintenance, security and security systems, digital direct control monitoring and life safety services inspection, pest control, chemical treatment, waste disposal, and grounds keeping.

For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of Library System facilities which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities. The provision of general maintenance shall not include any capital improvements.

The City shall be responsible for providing grounds keeping at the Tryon Branch located at 1200 Langley Avenue for which County shall reimburse the City for related costs on a monthly basis in an amount not to exceed \$850.00 per month.

4.11 Accounting.

The County shall keep a separate accounting of MSTU funds and keep records and accounts of its financial affairs relating to the operation and management of the Library System which shall be available for examination by the City. Upon request, the County shall produce all documents required by such auditors detailing the expenditure of MSTU monies; and furnish, if issued, and requested by the City, a copy of any audit report of the Library System prepared by an independent certified public accountant licensed and in good standing in the State of Florida or such other financial examination report as may be issued.

4.12 Insurance.

During the term of this Agreement, the County shall be responsible for maintaining liability insurance coverage for the defense and satisfaction of claims for all Library System facilities as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The County is a qualified self-insurer pursuant to Florida Statutes for general liability and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the County. The County shall also be responsible for the defense and satisfaction of all claims under federal or state laws which are not limited by Florida sovereign immunity.

For all City owned Library branch facilities, the City shall procure and maintain property insurance (which may be self-insured at the sole discretion of the City) with extended coverage for the full replacement value of all buildings, permanent improvements and fixtures.

In the case of fire, casualty or natural disaster, the City agrees to be responsible for the repair or replacement of such buildings, permanent improvements and fixtures not to exceed the extent of applicable insurance proceeds plus the deductible amount.

In the event that the City owned Library Branch facilities shall be damaged by fire, casualty or natural disaster and such damage renders the building totally destroyed or substantially untenable, the City reserves the right in its sole discretion to repair the building or terminate the executed building lease. For the purposes of this paragraph the term "totally destroyed" shall mean that the total aggregate cost to repair or replace the damage to the building exceeds fifty percent (50%) of the "actual cash value" of the building at the time of the casualty event.

For all City owned and leased Library Branch facilities and the Main Library located within the city limits, the County shall procure and maintain property insurance with extended coverage for the full replacement value of all personal property, including all library materials. The County agrees to be responsible for the repair or replacement of all personal property, including library materials, necessitated as a result of a disaster.

Section 5. The West Florida Public Library Board of Governance.

The West Florida Public Library Board of Governance (hereinafter "Board of Governance") shall establish policy of the West Florida Public Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget.

Section 6. Termination.

This Agreement may be terminated by any party at any time and for any reason no later than March 31st effective for the subsequent Fiscal Year; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the City, or which subsequently are owed to the County by the City or owed to the City by the County as a result of enforcement actions concluded following the effective date of termination.

Section 7. Liability.

- (a) 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 City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused

by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

Section 8. 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 provision 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.

Section 9. Assignment.

The 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.

Section 10. 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.

Section 11. 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.

Section 12. Interpretation.

- (a) 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 statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.
- (b) 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. 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 provision hereof.

Section 13. 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 or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 14. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 15. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

County

County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

City

City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Section 16. Prior Agreements Superseded.

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, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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.

Section 17. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 18. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 19. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the City of Pensacola.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Approved as to form and legal sufficiency.

By/Title:

Date:

Kristen Hall
6/28/13

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By:

Gene M. Valentino
Gene M. Valentino, Chairman

Date:

BBC Approved 7/11/2013

ATTEST: Pam Childers
Clerk of the Circuit Court

Doris Harris
Deputy Clerk



THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By:

Ashton J. Hayward III
Ashton J. Hayward III, Mayor

ATTEST:

By: *Triche L. Bennett*
City Clerk

(Seal)

Legal in form and valid as drawn:

James M. Messer
James M. Messer, City Attorney

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE CITY OF PENSACOLA RELATING TO THE WEST FLORIDA
PUBLIC LIBRARY SYSTEM**

THIS AGREEMENT is made this 19th day of July, 2013, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Parties, as local governmental units of the State of Florida, have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Parties are authorized by §§163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the West Florida Public Library System provides library services to residents throughout the unincorporated areas of Escambia County and the corporate limits of the Town of Century and the City of Pensacola; and

WHEREAS, the County and City previously entered into an Interlocal Agreement, dated June 21, 2001, designating the City as the administrator of the Library System and establishing a joint funding mechanism whereby each contributed funds on a per capita basis pursuant to a specified funding formula; and

WHEREAS, the County previously enacted an Ordinance creating a Municipal Services Taxing Unit (MSTU) for the purpose of funding library services within the unincorporated areas of Escambia County; and

WHEREAS, the City has authorized the inclusion of the corporate limits of the City of Pensacola as part of the geographical area of the MSTU for the purpose of funding library services within the corporate limits of the City of Pensacola; and

WHEREAS, due to increasing budgetary constraints, the Parties recognize the most viable means to provide continued funding for the West Florida Library System is through a countywide MSTU assessment imposed for the purpose of funding library services; and

WHEREAS, the Parties recognize the most efficient and effective manner to provide continued operation of the West Florida Library System is to transfer all administrative and operational functions to the County; and

WHEREAS, the County is willing and able to administer and fund the West Florida Library System subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of Agreement.

Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the County will provide library services, within Escambia County and the corporate limits of the Town of Century and the City of Pensacola.

Section 3. Term of Agreement.

This Agreement shall commence on October 1, 2013, and remain in full force and effect until terminated as provided herein.

Section 4. Responsibilities of the Parties.

4.1 Funding. Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and fifty (150) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of funding shall not be less than the total value of the accrued leave liability for employees of the library system as of September 30, 2013, provided that no employee shall be credited with a leave balance in excess of four hundred (400) hours upon transfer of funding and transfer of employment from the City to the County.

4.2 Operational Expenses. Effective October 1, 2013, the County shall be responsible for payment of all Operational Expenses and such other services provided pursuant to this agreement as approved in the Annual Budget adopted by the Escambia County Board of County Commissioners. For the purpose of this agreement, "Operational Expenses" shall include all employee wages and forms of compensation for library personnel; applicable insurance costs; utilities; rents and leases; office supplies; and any other charges, costs or expenses incident to the operation of the library system.

4.3 Assets. The use of all Library System physical assets shall be granted to the County at no cost or expense to the County, including, but not limited to, any real property, structures and appurtenances, and tangible personal property on Library System premises. The ownership of all tangible personal property, including all library materials, shall also be granted to the County at no cost or expense to the County. Individual lease agreements describing the leased premises and the terms and conditions of the lease will be executed for each City owned building in the Library System with an effective date to correspond to this agreement. The continued use of third party owned Library System facilities shall be contingent upon the City maintaining suitable lease agreements with the third party property owners.

4.4 Asset Use. Any buildings or other personal property acquired by the County as part of the Library System physical assets shall be used exclusively in perpetuity for the Library System. If, for any reason, any building or property utilized as part of the Library System is no longer utilized by the County as a public library facility or in the event this agreement is terminated pursuant to this agreement then such building or property shall be returned to the original owner.

4.5 Personnel. Effective October 1, 2013, all current Library System employees without any prior unsatisfactory performance evaluations or record of disciplinary action shall be transferred to the County at the same rate of compensation. All Library System employees hired after the effective date of this Agreement shall be County employees. As County employees, all Library System personnel shall be eligible for Escambia County employee benefits. The County shall not be responsible for providing employee benefits in excess of any benefits currently provided to eligible County employees. All part time Library System personnel shall be eligible for Escambia County part time employee benefits.

4.6 Director. Effective October 1, 2013, the County shall employ a Director with demonstrated experience in library operations who shall be known as the Director of the West Florida Public Library System. The Director shall be an employee of the County and be responsible for the administration and supervision of all branch libraries and personnel. The Director shall carry out policy as established by the West Florida Public Library Board of Governance under the direction of the County Administrator.

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at 239 North Spring Street

Tryon Branch located at 1200 Langley Avenue

Legion Field Neighborhood Resource Center at 1301 West Gregory Street

Third party owned facilities-

Westside Branch located at 1580 West Cervantes Street

West Florida Genealogy Library located at 5740 North 9th Avenue

County owned facilities-

Southwest Branch located at 12248 Gulf Beach Highway

Century Branch located at 7991 North Century Boulevard

Molino Branch located at 6450 Highway 95-A North

Additional branches may be included as part of the Library System at the County's discretion. Any discontinuance in the operation and funding of any of the library system's facilities or consolidation of library system assets into remaining library system facilities must be approved by the West Florida Public Library Board of Governance.

The County shall assume the operation of the Westside Branch facility located at 1580 West Cervantes Street and the West Florida Genealogy Branch facility located at 5740 North 9th Avenue contingent upon the City maintaining suitable lease agreements with the respective third party property owners. The lease fees shall be reimbursed by the County from the MSTU.

4.8 Information Technology. Effective October 1, 2013, the County shall be responsible for information distribution technologies for all Library System facilities, including, but not limited to, support and management of computer hardware, software, electronics, semiconductors, internet, telecom equipment, and other network components.

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than five thousand dollars (\$5,000.00), and a life expectancy of greater than five (5) years.

4.10 Facilities Maintenance. Effective October 1, 2013, except as otherwise noted herein, the County shall be responsible for general maintenance for all Library System facilities, including, but not limited to, custodial maintenance, equipment

maintenance, security and security systems, digital direct control monitoring and life safety services inspection, pest control, chemical treatment, waste disposal, and grounds keeping.

For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of Library System facilities which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities. The provision of general maintenance shall not include any capital improvements.

The City shall be responsible for providing grounds keeping at the Tryon Branch located at 1200 Langley Avenue for which County shall reimburse the City for related costs on a monthly basis in an amount not to exceed \$850.00 per month.

4.11 Accounting.

The County shall keep a separate accounting of MSTU funds and keep records and accounts of its financial affairs relating to the operation and management of the Library System which shall be available for examination by the City. Upon request, the County shall produce all documents required by such auditors detailing the expenditure of MSTU monies; and furnish, if issued, and requested by the City, a copy of any audit report of the Library System prepared by an independent certified public accountant licensed and in good standing in the State of Florida or such other financial examination report as may be issued.

4.12 Insurance.

During the term of this Agreement, the County shall be responsible for maintaining liability insurance coverage for the defense and satisfaction of claims for all Library System facilities as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The County is a qualified self-insurer pursuant to Florida Statutes for general liability and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the County. The County shall also be responsible for the defense and satisfaction of all claims under federal or state laws which are not limited by Florida sovereign immunity.

For all City owned Library branch facilities, the City shall procure and maintain property insurance (which may be self-insured at the sole discretion of the City) with extended coverage for the full replacement value of all buildings, permanent improvements and fixtures.

In the case of fire, casualty or natural disaster, the City agrees to be responsible for the repair or replacement of such buildings, permanent improvements and fixtures not to exceed the extent of applicable insurance proceeds plus the deductible amount.

In the event that the City owned Library Branch facilities shall be damaged by fire, casualty or natural disaster and such damage renders the building totally destroyed or substantially untenable, the City reserves the right in its sole discretion to repair the building or terminate the executed building lease. For the purposes of this paragraph the term "totally destroyed" shall mean that the total aggregate cost to repair or replace the damage to the building exceeds fifty percent (50%) of the "actual cash value" of the building at the time of the casualty event.

For all City owned and leased Library Branch facilities and the Main Library located within the city limits, the County shall procure and maintain property insurance with extended coverage for the full replacement value of all personal property, including all library materials. The County agrees to be responsible for the repair or replacement of all personal property, including library materials, necessitated as a result of a disaster.

Section 5. The West Florida Public Library Board of Governance.

The West Florida Public Library Board of Governance (hereinafter "Board of Governance") shall establish policy of the West Florida Public Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget.

Section 6. Termination.

This Agreement may be terminated by any party at any time and for any reason no later than March 31st effective for the subsequent Fiscal Year; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the City, or which subsequently are owed to the County by the City or owed to the City by the County as a result of enforcement actions concluded following the effective date of termination.

Section 7. Liability.

- (a) 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 City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused

by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

Section 8. 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 provision 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.

Section 9. Assignment.

The 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.

Section 10. 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.

Section 11. 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.

Section 12. Interpretation.

- (a) 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 statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.
- (b) 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. 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 provision hereof.

Section 13. 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 or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 14. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 15. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

County

County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

City

City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Section 16. Prior Agreements Superseded.

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, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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.

Section 17. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 18. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 19. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the City of Pensacola.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Approved as to form and legal sufficiency.

By/Title:

Date:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By:

Gene M. Valentino, Chairman

Date:

BBC Approved 7/11/2013

ATTEST: Pam Childers
Clerk of the Circuit Court

By:

Deputy Clerk

THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By:

Ashton J. Hayward III, Mayor

ATTEST:

By:

City Clerk

(Seal)

Legal in form and valid as drawn:

James M. Messer, City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-065

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jared Moore

SUBJECT:

RESOLUTION NO. 2022-065 - ESTABLISHING THE CITY COUNCIL DISCRETIONARY FUND POLICY

RECOMMENDATION:

That City Council adopt Resolution No. 2022-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE POLICIES OF THE CITY COUNCIL AND ESTABLISHING THE DISCRETIONARY FUND POLICY; PROVIDING SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Under Section 166.021, Florida Statutes, the City Council of the City of Pensacola is authorized to expend public funds on programs which serve a municipal purpose. Past Florida Attorney General Advisory Opinions provide that these programs should be open to the public and should be determined by the City Council to serve a *valid public purpose* and that *proper safeguards should be implemented to assure the accomplishment of the intended public purpose*.

In that regard, the following policies are established:

1. The City budget will appropriate \$10,700 for each City Council Member for their use towards neighborhood projects, community events, viable not for profit organizations or causes deemed to be a valid public purpose. For Council members not in office for the full fiscal year, this amount will be prorated to the period they are serving during the fiscal year.
2. Any discretionary funding allocated to Council Members that is not expended within the fiscal year allocated will be carried over for one (1) fiscal year. Discretionary fund allocations that are not expended prior to an individual Council Member leaving the office will not be included in the Non-Encumbered Carryover Resolution and will instead be placed within the General Fund available Fund Balance.

3. The City Council Discretionary Fund Disbursement Request (Attachment 1) will be submitted for each recommended disbursement. Disbursement of discretionary funds can be made to non-profit organizations authorized to do business in the State of Florida, or to other approved city projects to improve or enhance city facilities and properties. When providing funding to outside nonprofit agencies, the Discretionary Fund Award Agreement (Attachment 2) will be utilized to provide details of the organization and the municipal purpose for the funding.
4. Discretionary Funds will normally be disbursed as a reimbursement for the approved municipal purpose provided when supporting invoices or other documentation is provided. If disbursement of discretionary funds for a municipal event are deemed appropriate in advance of the municipal purpose, documentation of the valid expenditure of those funds must be provided in accordance with the provisions of the Discretionary Fund Award Agreement (Attachment 2) to provide for proper safeguard to assure the accomplishment of the intended public purpose.
5. Prior to any distribution of grant or sponsorship funds, approval by City Council is required.
6. To prevent abuse or misuse of the Council's discretionary funding authority, strict rules govern conflicts of interest between Council Members, their staffs, family and associates and organizations receiving Discretionary Funds. Guidelines have been included in order to prevent any conflict of interest.

PRIOR ACTION:

September 2011 - The City Council approved the Fiscal Year 2012 City Budget that created discretionary funds for each council district that allowed them to address community needs.

April 22, 2019 - The City Council expressed interest in establishing a formal policy concerning the administration of city council discretionary funds.

FUNDING:

N/A

FINANCIAL IMPACT:

Funding for the City Council discretionary Fund will be consistent with prior allocations for this purpose, at \$10,700, or an amount determined by the City Council, per council member, except as prorated for less than full terms during any fiscal year. Unexpended funds will be carried over for only one fiscal year so as not to hold taxpayer money indefinitely.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 2022-065
- 2) Policy 3.28 - City Council Discretionary Fund Policy
- 3) Council Discretionary Fund Request (Attachment 1)
- 4) Council Discretionary Fund Agreement (Attachment 2)

PRESENTATION: No

RESOLUTION
NO. 2022-065

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA; AMENDING THE POLICIES OF
THE CITY COUNCIL AND ESTABLISHING THE
DISCRETIONARY FUND POLICY; PROVIDING
SEVERABILITY; PROVIDING FOR REPEALER;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to establish a Discretionary Fund Policy to provide guidance on the expenditure of public funds on programs which serve a municipal purpose;

WHEREAS, The Florida Attorney General has provided an advisory opinion regarding discretionary funds that a determination by City Council be made of the valid public purpose of the program and that proper safeguards be implemented to assure the accomplishment of the intended public purpose;

WHEREAS, Policy 3.28, "Discretionary Fund Policy", has been prepared and a copy thereof is attached hereto and is incorporated by reference;

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

SECTION 1. The City Council of the City of Pensacola hereby adopts the City Council Discretionary Fund Policy as Policy 3.28, attached hereto.

SECTION 2. This resolution shall become effective on the fifth business day after adoption unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

CITY OF PENSACOLA
CITY COUNCIL
DISCRETIONARY FUND POLICY

PURPOSE:

The Pensacola City Council values and recognizes the importance of community programs, projects and events that:

1. Advance Council-adopted goals, City-Wide policies and the City's strategic planning;
2. Promote the City of Pensacola;
3. Support non-profit organizations or individuals serving the community;
4. Are held for the general economic benefit of Pensacola's diverse business and cultural communities; and
5. Support the City's community and/or planning and neighborhood objectives.

This policy will provide the basis for the use of discretionary funds within the current budget to fund such programs, services and events. It will also provide the procedure for the appropriation, approval and administration of said discretionary funds.

1. Policy Application

Discretionary funds may be allocated to non-profit organizations as defined by the IRS and/or registered with the State of Florida, community-based organizations, or individuals, provided they meet the criteria and purpose of this policy.

This Policy only applies to sponsorships or grants using budgeted City Council Discretionary Funds. This Policy does not apply to other sponsorship or grant programs at the City (e.g. CDBG).

2. Definitions

- A. *Sponsorship*. Funds provided to a non-profit organization or individual to support a specific event.
- B. *Grant*. Funds provided to a non-profit organization or individual for a specific project or program.

3. Eligibility for Funding/Sponsorship

The City intends to fund programs, projects and events that align with Council goals. The intent is that the general public will receive some intrinsic civic, cultural, educational, entertainment, community or economic value from the program, project or event.

4. Public Purpose

All funds, however awarded, must be used for a public purpose. In general, a public purpose is defined as an activity or service that is open to all members of the public, regardless of race, creed, gender, sexual orientation, religious affiliation, etc., without restriction and which does not promote a particular religion. This program does not allow support for individual gain, and is not intended to provide City support for a specific business purpose or general commerce enterprise.

5. Appropriation of Discretionary Funding

The City budget will appropriate \$10,700 for each City Council Member for their use towards neighborhood projects, community events, viable not for profit organizations or causes deemed to be a valid public purpose. For Council members not in office for the full fiscal year, this amount will be prorated to the period they are serving during the fiscal year.

- Any discretionary funding allocated to Council Members that is not expended within the fiscal year allocated will be carried over for one (1) fiscal year. Discretionary fund allocations that are not expended prior to an individual Council Member leaving the office will not be included in the Non-Encumbered Carryover Resolution and will instead be placed within the General Fund available Fund Balance.

6. Process for Sponsorship of Programs/Events

- A. The City Council Discretionary Fund Disbursement Request (Attachment 1) will be submitted for each recommended disbursement. Disbursement of discretionary funds can be made to non-profit organizations authorized to do business in the State of Florida, or to other approved city projects to improve or enhance city facilities and properties. When providing funding to outside nonprofit agencies, the Discretionary Fund Award Agreement (Attachment 2) will be utilized to provide details of the organization and the municipal purpose for the funding.
- B. Discretionary Funds will normally be disbursed as a reimbursement for the approved municipal purpose provided when supporting invoices or other documentation is provided. If disbursement of discretionary funds for a municipal event are deemed appropriate in advance of the municipal purpose, documentation of the valid expenditure of those funds must be provided in accordance with the provisions of the Discretionary Fund Award Agreement (Attachment 2) to provide for proper safeguard to assure the accomplishment of the intended public purpose.
- C. Prior to any distribution of grant or sponsorship funds, approval by City Council is required.

7. Conflicts of Interest

To prevent abuse or misuse of the Council's discretionary funding authority, strict rules govern conflicts of interest between Council Members, their staffs, family and associates and organizations receiving Discretionary Funds.

The following are general guidelines. Please direct questions regarding the utilization of conflict rules to specific cases to the Office of the City Attorney.

- Council Members are prohibited from sponsoring discretionary funding for an organization at which the Council Member serves as an employee, officer, or board member (except *ex officio*).
- Council Members may sponsor funding for an organization where an "associated" person (a family member or other person with whom the Council Member has a financial or business relationship) is an officer or employee so long as the associated person will not benefit, or appear to benefit from the funding.
- At the time of voting, Council Members are required to disclose on the record any potential conflicts of interest with organizations funded by other Council Members.
- Organizations are required to disclose any potential conflicts of interest at the time of their application.

City Council Discretionary Fund Award Agreement

This agreement is made and entered into on _____ day of _____, 20____, by and between the City of Pensacola, a municipal corporation of the State of Florida, ("City") and _____, a non-profit corporation authorized to do business in the State of Florida ("Recipient").

The City Council of the City of Pensacola is authorized under Section 166.021, Florida Statutes, to perform those acts, including the expenditure of public funds which serve a municipal purpose. The recipient serves the residents of Pensacola by providing_____

which benefits the citizens of this community and agrees to expend the funds awarded to further this purpose.

The recipient will be reimbursed for the purpose provided at an amount not to exceed the amount authorized below when an invoice for the authorized services, a receipt of payment or other supporting documentation is provided.

The recipient agrees as follows:

1. To expend the funds awarded to it under this Agreement to further its exempt purpose, and to promptly provide all documentation to support the disbursement of funds for reimbursement; and
2. To abide by Section 119.07, Florida Statutes, as required by law; and
3. If disbursement is made in advance of the authorized purpose, to return to the City within fifteen (15) days of demand all City funds paid to it upon the City's finding that the terms of the Agreement have been violated; and

4. If disbursement is made in advance of the authorized purpose, to return to the City all funds expended for disallowed expenditures for the following purposes as determined by the City:
- a. To pay for the Recipient's "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or
 - b. To pay for Recipient's "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or
 - c. To make "Contributions or Donations." Contributions and donations by the Recipient are not allowable unless expressly approved in this Agreement; or
 - d. To pay for Recipient's "Entertainment." Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable unless expressly approved in this Agreement; or
 - e. To pay Recipient's "Fines and Penalties." Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement, are not allowable; or
 - f. To pay Recipient's "Legislative Lobbying or Other Political Expenses." The costs of lobbying and all other politically related expenses or contributions of the Recipient are not allowable; or
 - g. To pay Recipient's "Interest and Other Financial Costs." Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable.
5. If disbursement is made in advance of the authorized purpose, to provide to the City, all documentation supporting the disbursement of the funds awarded by The City and the specific purpose of the expended funds.

The City agrees to pay the Recipient a one-time payment of \$_____ to further support the Recipient's exempt purpose.

Name

Agency Name

Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-059

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-059 - EMPLOYEE MORALE FUND

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-059.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Prior to the City changing from the Council/City Manager form of government to Council/Mayor form of government, the Civil Service employees had an Employees Executive Committee comprised of non-collective bargaining employees from the various departments who would be the voice to the City Manager in various matters. As part of that membership, the employees could contribute a one-time payment or a bi-weekly payment to the Employee's Executive Committee to be used for legal representation when various personnel-related issues arose. However, the Employee's Executive Committee disbanded after the change in the form of government, and the funds in that bank account have remained unspent. The remaining member of the Employee's Executive Committee agreed to donate the funds to the City of Pensacola to be used for employee morale recognition activities.

Within the Insurance Retention Fund, \$60,107 were initially recognized as revenue in FY2021. To that proceeds from the concessions' agreement have been added for a total of \$63,583. A portion of these proceeds (\$14,164) has already been recognized in FY2022. This supplemental budget resolution recognizes and appropriates the remaining funding for employee moral programs including but not limited to employee participation celebrations, employee recognition rewards and other employee awards and recognition paraphernalia.

PRIOR ACTION:

Supplemental Budget Resolution No. 2020-53 - Recognized the initial proceeds from the disbanded Employee's Executive Committee in FY2020

Supplemental Budget Resolution No. 2020-59 - FY 201 Non-Encumbered Carryover Budget Resolution - Carried the initial proceeds forward into the FY2021 budget.

FUNDING:

Budget: \$ 49,419.00 Employee Morale Fund

Actual: \$ 49,419.00 Employee Morale Programs

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate the remaining balance in the Employee Morale Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/20/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-059
- 2) Supplemental Budget Explanation No. 2022-059

PRESENTATION: No

**RESOLUTION
NO. 2022-059**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. INSURANCE RETENTION FUND

To:	Fund Balance	\$49,919
To:	Operating Outlay	\$49,919

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**JUNE 2022 - SUPPLEMENTAL BUDGET RESOLUTION - INSURANCE RETENTION FUND - EMPLOYEE MORALE - RES NO. 2022-059**

FUND	AMOUNT	DESCRIPTION
A. INSURANCE RETENTION FUND		
Estimated Revenues	<u>0</u>	
Total Revenues	<u>0</u>	
Fund Balance	<u>\$49,919</u>	Increase Fund balance from a donation and concessions' commissions
Total Estimated Revenues and Fund Balance	<u><u>\$49,919</u></u>	
Appropriations		
Operating Outlay - Operating Supplies	<u>49,919</u>	Increase appropriation for operating supplies/Employee Morale programs
Total Appropriations	<u><u>\$49,919</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-062

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-062 - DOCKLESS SHARED MICROMOBILITY PILOT PROGRAM PERMIT FEES

RECOMMENDATION:

That City Council adopt Supplemental Resolution No. 2022-062.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City received a pilot program fee and one time per unit fee from the micromobility vendor, VEO, in the amount of \$25,500. The fees are established in Section 7-9-7 (e) of the City of Pensacola Code of Ordinances.

Staff requests use of these funds for operations and maintenance of the shared micromobility pilot program. Uses may include educational collateral, parking corral equipment, and other infrastructure improvements surrounding micromobility, bicycling, walking, etc.

PRIOR ACTION:

September 19, 2019 - City Council adopted Ordinance No. 17-19 approving the Dockless Shared Micromobility Pilot Program

February 10, 2022 - City Council adopted Ordinance No. 02-22 amending the Dockless Shared Micromobility Pilot Program

FUNDING:

Budget: \$ 25,500

Actual: \$25,500

FINANCIAL IMPACT:

The City would utilize these funds for operations and maintenance of the shared micromobility pilot program. Adoption of the supplemental budget resolution by City Council will appropriate the funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/6/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Amy Tootle, P.E. - Director of Public Works and Facilities
Brad Hinote, P.E. - City Engineer
Caitlin Cerame, AICP - Transportation Planner

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022 - 062
- 2) Supplemental Budget Explanation No. 2022 - 062

PRESENTATION: No

**RESOLUTION
2022-062**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. GENERAL FUND

As Reads	License, Fees, and Permits	145,300
Amended		
To Read:	License, Fees, and Permits	170,800
As Reads	Operating Expenses	16,154,679
Amended		
To Read:	Operating Expenses	16,180,179

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

JUNE 2022 - SUPPLEMENTAL BUDGET RESOLUTION -DOCKLESS SHARED MICROMOBILITY PILOT PROGRAM PERMIT FEES - RES NO. 2022-062

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Estimated Revenues		
License, Fees and Permits	25,500	Increase estimated revenue for License, Fees and Permits
Total Revenues	<u>25,500</u>	
Appropriations		
Operating Expenses	25,500	Increase appropriation for Operating Expenses
Total Appropriations	<u>25,500</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-052

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-052 - FEDERAL LAW ENFORCEMENT TRUST FUND PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-052.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The 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 Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting \$136,854.00 from the Federal Law Enforcement Trust Fund established by the City of Pensacola as a non-major special revenue fund, and as such, combining both state and federal confiscated funds into one accounting fund. The remaining funds of \$44,036.00 for the uniform transition will be covered from the City's General Fund for which PPD is already budgeted. The enhancement of relationships between law enforcement and the community promotes a safe and engaged community. The requested amount of \$180,890.00 will help PPD fund the following: PPD patches, PPD badges, and PPD uniforms.

The Pensacola Police Department (PPD) is modernizing and updating our look. This involves changing the patch design, badge design, and uniforms. PPD's patch on all uniforms consists of the five flags logo. This logo has not been used by the City of Pensacola in years. The current PPD badge also has the five flags logo on it. To update PPD's image, rebrand, and mirror the City of Pensacola image, the patch and badge needs to change. The PPD patch and PPD badge was

redesigned to present a professional, modernized, and eye-catching design. The funding requested will be used to purchase replacement badges and replacement uniform patches.

Additionally, PPD's current polyester uniforms are outdated and have been the same for decades. The uniforms provide a professional look, but are quite hot during most of the year and do not allow for new technology such as load bearing body armor. The load bearing body armor has been a staple of law enforcement agencies in recent years due to the increased benefits to police officers and the public. The load bearing vests allow officers to wear equipment (usually on their duty belt) on the new vest. This takes twenty to thirty pounds of weight off of the police officers' hips and lower back; helping prevent strains, injuries, and other back and spine related problems. Furthermore, the load bearing vests allow officers to carry more equipment such as Tasers, or other less-lethal options, to help de-escalate incidents in a safer manner for all. The new uniforms PPD is purchasing will help standardize uniforms for all officers to use for patrol, training, and any other purpose. This will limit costs for purchasing multiple uniforms.

In closing, PPD is rebranding and it has taken some time. PPD is now ready to move forward with these changes and make the necessary improvements. This will bring PPD into the modern era of policing and help PPD stand out among the rest of the agencies within the region.

PRIOR ACTION:

None

FUNDING:

Budget: \$136,854.00 (Federal Law Enforcement Trust Fund)
44,036.00 (City's General Fund)

Actual: \$ 57,000.00 - New Uniform Pant: \$75.00 each/190 officers (4 per person)
49,400.00 - New Uniform S/S Shirt: \$65.00 each/190 officers (4 per person)
26,600.00 - New Uniform L/S Shirt: \$70.00 each/190 officers (2 per person)
6,480.00 - New Uniform Patches: (2 patches per uniform shirt)
23,115.00 - New PPD Breast Badges: (53% discount applied)
18,295.00 - New PPD Hat Badges: (66% discount applied)
\$ 180,890.00

FINANCIAL IMPACT:

The funds would be from the Federal Law Enforcement Trust Funds in the amount of \$136,854.00 and the City's General Fund in the amount of \$44,036.00 for which PPD is already budgeted. The attached Supplemental Budget Resolution will appropriate funds for these purposes.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/31/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-052
- 2) Supplemental Budget Explanation No. 2022-052
- 3) Letter of Certification Resolution No. 2022-052

PRESENTATION: No

**RESOLUTION
NO. 2022-052**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. LAW ENFORCEMENT TRUST FUND

To:	Fund Balance	136,854
As Reads:	Operating Expenses	76,990
Amended		
To Read:	Operating Expenses	213,844

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

June 2022 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2022-052

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>136,854</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>136,854</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>136,854</u>	

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 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 Law Enforcement Trust Fund.

Item	Description of Requested Items	Amount
1	New Uniform Pants	\$57,000
2	New Uniform S/S Shirts	\$49,400
3	New Uniform L/S Shirts	\$26,600
4	New Uniform Patches	\$6,480
5	New PPD Breast Badges	\$23,115
6	New PPD Hat Badges	\$18,295
Total Requested		\$180,890

Eric Randall, Chief of Police

Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-058

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-058 - PORT OF PENSACOLA -CEMEX
ENGINEERING FUNDING

RECOMMENDATION:

That City Council adopt supplemental Budget Resolution No. 2022-058

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port berth six repair project was planned in phases with phase I being the replacement of the piles so that vessels can be safely moored. Phase I was completed in 2019. Phase II of the berth six repair project is replacement of the decking and engineering has been completed. Port tenant Cemex approached port staff and to facilitate offloading of bulk product into their warehouse, they would like to reimburse the port for the additional engineering that will be required to install their specialized off-loading equipment on the berth. The additional engineering costs are estimated to be approximately \$100,000 and Cemex has agreed via an agreement to reimburse for all related engineering expenses using the port's contracted engineering firm APTIM.

The City's Financial Planning and Administration Policy requires grants and donations that equal \$25,000 or more in total expenditures to have City Council approval prior to grant/donation acceptance. By adopting this Supplemental Budget Resolution City Council is approving the acceptance of this donation. The City will not engage the engineer until the donation has been received or a MOU has been entered into with CEMEX outlining any additional scope of work needed to accommodate CEMEX's needs in the Berth 6 design and subsequent donation payment by CEMEX.

PRIOR ACTION:

None

FUNDING:

Budget: \$100,000 CEMEX Donation

Actual: \$100,000 CEMEX Donation

FINANCIAL IMPACT:

Adoption of the budget resolution will accept the donation from CEMEX for accommodating the companies needs in the design at berth 6. Once the donation has been received, an engineer will begin design for the city.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/23/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator-Administration & Enterprise

Clark Merritt, Port Director

ATTACHMENTS:

1)Supplemental Budget Resolution No. 2022-058

2)Supplemental Budget Explanation No. 2022-058

PRESENTATION: No

**RESOLUTION
2022-058**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. PORT FUND

As Reads	Contributions and Donations	200,000
Amended		
To Read:	Contributions and Donations	300,000
As Reads	Capital Outlay	3,718,659
Amended		
To Read:	Capital Outlay	3,818,659

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

JUNE 2022 - SUPPLEMENTAL BUDGET RESOLUTION -PORT OF PENSACOLA-CEMEX ENGINEERING FUNDING - RES NO. 2022-058

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
Contributions and Donations	100,000	Increase estimated revenue for Contributions and Donations
Total Revenues	<u>100,000</u>	
Appropriations		
Capital Outlay	100,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>100,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 28-22

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jared Moore
City Council Member Ann Hill
Mayor Grover Robinson

SUBJECT:

PROPOSED ORDINANCE NO. 28-22 - BAARS PARK DEVELOPMENT

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 28-22 on first reading:

HEARING REQUIRED: No Hearing Required

SUMMARY:

Baars Park is a well-preserved public greenspace. The natural topography is an integral part of the watershed, and mature trees provide a glimpse into native Pensacola.

This item seeks to augment protections for these natural features that cannot be fabricated or replaced. Over the past 20 years, Pensacola has taken significant strides to improve water quality along this water body. The trees this item seeks to preserve protect against erosion and serve an invaluable role in the watershed.

PRIOR ACTION:

January 20, 2022 - City Council approved the State of Florida- Florida Fish and Wildlife Conservation Commission Grant Agreement No. 21130 in the amount of \$143,000 for Planning, Engineering and Design Services, and Permitting for Baars Park and Sanders Beach Kayak Fishing Trail Access Upgrades.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 28-22
- 2) Tree Canopy Study

PRESENTATION: No

PROPOSED
ORDINANCE NO. 28-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 6-3-22 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING THE INTENT; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Baars Park (the "Park"), located at 4340 N. 12th Avenue, is a city owned and maintained recreational facility that is open for public use and is accessible for people of all ages and abilities; and

WHEREAS, the City of Pensacola is committed to providing protection for the watershed, mature trees, natural features, and water quality of the Park; and

WHEREAS, the City Council and City of Pensacola finds that it is in the public interest to endorse a limitation declaration that will prohibit the future development of the parking lot or other improvements in the currently wooded area of the Park.

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

SECTION 1. Section 6-3-22 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 6-3-22. Baars Park Development

(a) Definitions.

Arborist means the City Arborist or an arborist that has been certified by the International Society of Arboriculture (ISA).

Photograph means a full-color digital image captured by any type of digital camera with a resolution of at least 8 megapixels.

Park means the parcel comprising Baars Park.

The entire Park is designated as a "wooded area" in the following illustration:



(b) Restrictions on the wooded area.

(1) Audit. There shall be a moratorium in the wooded area at the Park on the removal of trees that are a minimum of three inches DBH (Diameter Breast Height) until there is an audit during 2022 of the existing trees in the wooded area, which shall include the species of the tree and the DBH of the tree. The audit shall serve as a baseline for the preservation of trees within the park. The audit shall be provided to the city council and kept in the records of the parks and recreation director. Beginning in the calendar year 2027 and every five years thereafter, a tree inventory of the wooded area shall be conducted during or between May through September and provided to the city council. For calendar years during which no audit occurs, the parks and recreation director shall provide to the city council, during the summer, a reconciliation of trees, including location, species, and reason for placement or removal, added and removed from the park during the months since the last reconciliation or audit report was created.

(2) Restrictions. There shall be no encroachment into the wooded area created by the construction of additional development within the park. Trees shall only be removed for the reasons stated in this section unless an exception applies or approval of the city council is obtained.

(3) Exceptions. No tree shall be removed from the wooded area without notice to the parks and recreation board except trees that pose a probable risk to persons or property as verified by an arborist. If a tree poses an imminent risk to persons or property, then the city may take immediate action without verification by an arborist or approval by the city council. Upon removing any trees within these exceptions, notice shall be sent to the parks and recreation board and city council. The removal of any tree(s), as authorized by this section, must be photographed before removal, showing multiple views of the full tree(s) being removed. In the case of a tree(s) being removed for probable risk and/or imminent risk to persons or property, photographs must evidence the condition considered a probable risk and/or imminent risk to persons or property. Photographs must accompany the notice sent to the parks and recreation board and city council, as required by this section.

(4) Maintenance. Maintenance, such as pruning, in the wooded area of any heritage tree or protected tree as defined by section 12-6-2 and section 12-6-6, respectively, shall be conducted in a manner approved by an arborist and reported to the parks and recreation board and city council. The maintenance of any heritage tree or protected tree as defined by section 12-6-2 and section 12-6-6, respectively, must be photographed before pruning, showing multiple views of the full tree(s) being pruned. Maintenance of trees that are not protected and not heritage trees will be pruned pursuant to ISA standards, ANSI A300 standards, or other current industry standards for preventing or eliminating insects, disease, and decay and establishing healthy growth patterns. In the case of trees being pruned to prevent or eliminate insects, disease, and decay and to establish healthy growth patterns, trees that are not protected and not heritage trees, require photographic evidence of the insects, disease, and decay. If a branch or other part of a tree poses an imminent threat to persons or property, then the city may take immediate action without approval by an arborist or city council. However, the city is required to report to the parks and recreation board and city council, photographs evidencing the part(s) of the tree that posed the threat. As required by this section, photographs must accompany a report sent to the parks and recreation board and city council detailing the maintenance taken by the city.

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



Board of County Commissioners • Escambia County, Florida

CITY OF PENSACOLA URBAN TREE CANOPY STUDY

A Comprehensive Analysis of the Pensacola Urban Tree Canopy

Prepared For:
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Prepared by:

Escambia County
Community & Environment Department
Water Quality & Land Management Division
3363 West Park Place
Pensacola, FL 32505

September 2014

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2.0 Executive Summary

From 1994 to 2013, overall tree canopy coverage ranged from 25.96% to 40.34% within the jurisdiction of the City of Pensacola. During this period, the highest percentage coverage occurred in 1994. The lowest percentage coverage was observed in 2007. Periods of canopy loss correlate with landfalling hurricanes. The greatest canopy loss was observed following Hurricane Ivan (2004). An estimated 27.89% of the entire tree canopy was lost due to factors associated with the storm.

Using 2013 high resolution imagery, the 14,462 acre study area was divided into cover values. These values showed 29% tree canopy, 30.7% impervious cover and 35% open (potential) planting space. Less than 20% of the study area is publicly owned with 419 acres of City owned potential planting spaces. Utilizing private property and providing incentives would increase the potential planting space.

Next, planting spaces were prioritized by level of site modification required for planting. Parks within watersheds with low overall canopy coverage and optimum planting space were identified. These sites include the Bayou Texar, Downtown, and Bayou Chico watersheds. Secondary sites include the Pensacola Bay aquatic buffer and gateway corridor streets with less than 2% canopy coverage. These gateway streets include East & West Cervantes Street, North & South Pace Blvd, North Palafox Street, South 9th Ave and West Main Street.

Emphasis should be placed on the concept of “right tree right space” in determining the optimum tree species for a specific locale. All planting should follow the American National Standard-ANSI A300 Standard Practices for Tree Care Operations. The urban tree canopy is a dynamic living resource. Maintaining this resource requires constant inputs. Inputs include new plantings, maintenance (i.e. pruning) removal and replacement of dead and declining specimens. A healthy urban tree canopy brings associated increases in environmental and economic benefits.

3.0 Study Introduction & Project Summary

Urban trees add quantifiable benefits to communities. Urban tree canopy composition (i.e. species, age, size) and distribution (i.e. location, density, and connectivity) can be correlated with improvements to environment and quality of life. These benefits have been documented in numerous scientific studies (Miller 1997, Dwyer 2000, Norak 2006, Escobedo 2007). This new understanding of the values and benefits of the urban canopy has led to an increasing recognition of trees as capital assets. Trees are often viewed by urban planners and officials as on par with other infrastructure considerations, such as streets, sidewalks, and stormwater.

3.1 Importance of Assessment

Trees have been important to the local economy across the Panhandle of Florida for over 150 years. Vast quantities of long leaf pine were harvested from virgin stands, processed at local saw mills, and shipped around the world. Timber from ancient live oaks was harvested for its strength for the production of naval ships. These natural resources distinguished our region as the economic center of Florida until the early 1900s. While the harvest of trees no longer drives the local economy, trees, specifically urban trees, still have value. This value can be measured in more than just economics.

Trees provide value by improving our air, protecting our surface waters, and increasing traffic safety. The presence of trees in cities is associated with a perceived sense of consumer friendliness, promoting increases in consumer shopping and real estate values. Large canopy trees provide the most environmental and economic value. These trees are relatively slow growing, therefore, are not easily replaced. Mortality of urban canopy trees is influenced by many factors including land tenure, development, and storm events. A long-term comprehensive management strategy is a critical part of developing a sustainable plan for managing this vital tree resource (Clark 1997). A management strategy is all but impossible without a clear understanding of the dynamics of existing canopy. An understanding the existing urban tree canopy and quantification of existing benefits requires a comprehensive tree assessment.

Assessments answer questions concerning percentage of canopy coverage, tree density locations, tree ownership, and historic trends. The results from a well-planned assessment greatly aid communities in setting feasible, cost effective urban canopy goals and objectives. Tree planting, pruning, and other urban tree canopy management activities can be planned and prioritized based on these overall objectives.

3.2 Project Scope

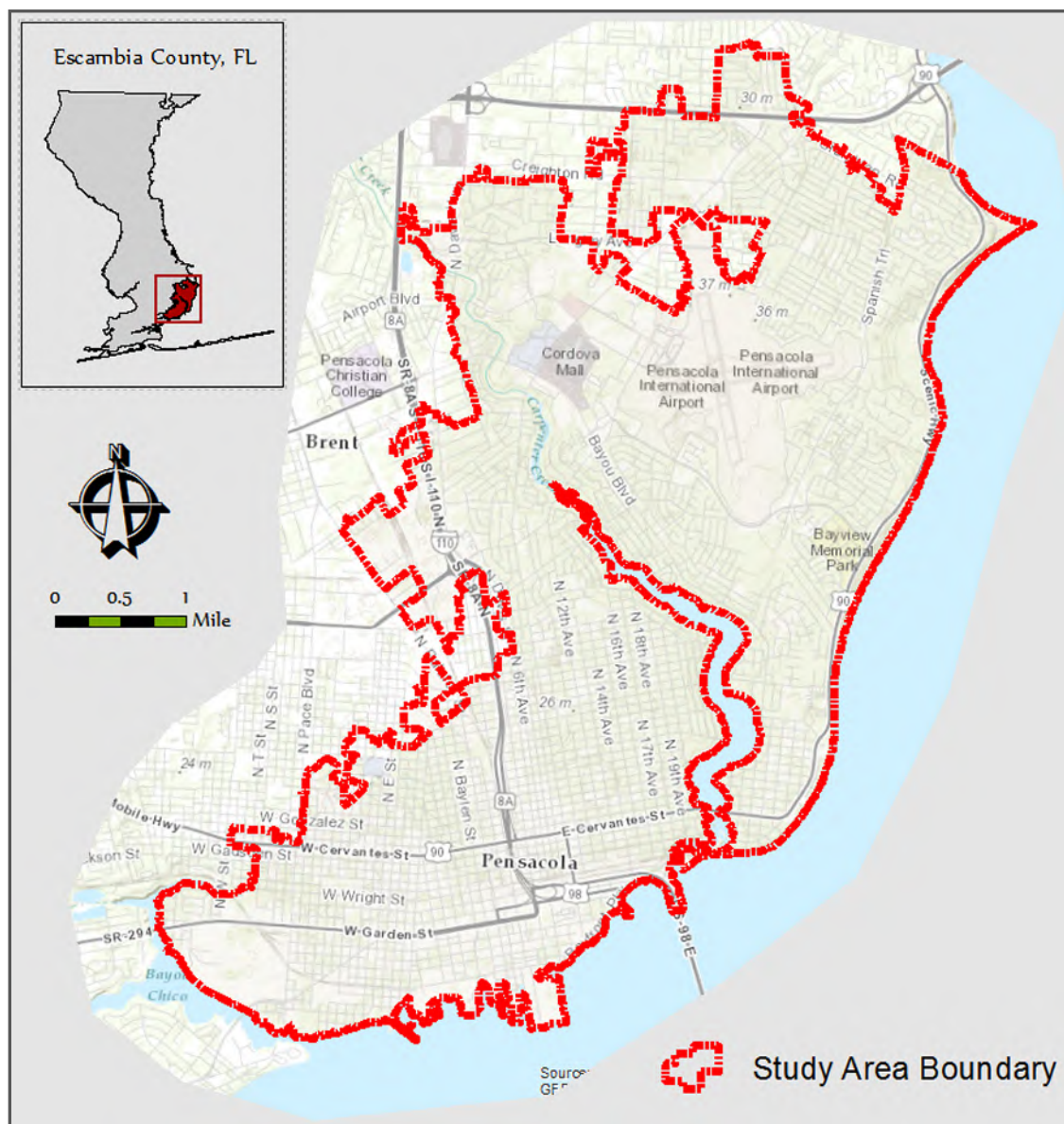
September 2013, the City of Pensacola issued a task order to Escambia County through an existing Interlocal Agreement to perform a comprehensive analysis of the urban tree canopy within the city's jurisdictional limits. This request was initiated though the City's Environmental Advisory Board and

contracted through the City of Pensacola. The purpose of the analysis was to evaluate historic trends, characterize the existing canopy distribution, identify available planting space, and provide specific tree installation and maintenance recommendations. Enhancement objectives were determined and provided by Environmental Advisory Board and City Staff.

Since the focus of the study was limited to terrestrial resources, the project boundary was further refined from the entire jurisdictional boundary of the City of Pensacola to exclude areas below mean high water. Submerged lands within Pensacola Bay, Bayou Chico, and Bayou Texar were excluded. The resulting study area encompassed a total of 14,462 acres.

Project objectives required the use of multiple remote sensing methods. Specific methods utilized to capture historic trends, and identify current canopy distribution are described in detail below in section 4.0.

Figure 1: Depiction of Urban Tree Canopy Study Area



4.0 Methodology

Two separate and distinct remote sensing methods are used to meet project objectives. The first phase uses a series of historic aerial images setting a series of random points producing a statistical estimate of changes in cover. This provides a baseline on past tree canopy and indicates areas of increase or loss over a period of time. The next phase provides a more detailed analysis of the current canopy by classifying high resolution infrared imagery. This process was used to provide estimates of impervious existing canopy, impervious surfaces, and open space. Data generated using this method can be used to determine potential planting locations respective to individual parcels, land use, and ecological boundaries.

4.1 Identification of Historic Trends within the Urban Tree Canopy

Historic trends within the urban tree canopy were identified using a series of seven sets of orthorectified aerial photographs. Key parameters estimated include overall canopy density, canopy coverage and canopy change.

Aerial photographs used in the study cover a span of 19 years (1994-2013). Aerial datasets were obtained from a number of reliable sources. Source data is available below in Table 1. Florida Department of Transportation (FDOT) imagery datasets were chosen as a baseline for image requirements due to their relatively high (1-foot) resolution and excellent temporal availability. Escambia County aerial data sets and the Florida Department of Environmental Protection (FDEP) data sets were chosen for additional image sources on the basis of appropriate orthorectification, data availability, and similar resolution. Sampling dates incorporate pre/post hurricane events and temporal homogeneity within the constraints of data availability.

Table 1: Imagery Sources and Metadata Evaluated for Section 4.1 Methodology

Date	Organization/Image Type	Projection	Datum/Zone	Units/Resolution
Jan-1994	FDEP/Color IR	Albers	NAD83 HARN	Meters/1.0
Jan-1999	Escambia County (Photo Science Inc.)/Color IR	Lambert Conformal Conic	NAD83 HARN/0903 FL North	Feet/0.5
Nov-2003	Escambia County (J.W. Sewell)/Black & White	Lambert Conformal Conic	NAD83/0903 FL North	Feet/1.0
Dec-2004	FDOT/True Color	Lambert Conformal Conic	NAD83/0903 FL North	Feet/1.0
Apr-2007	FDOT/True Color	Lambert Conformal Conic	NAD83/0903 FL North	Feet/1.0
Jan-2010	FDOT/True Color	Lambert Conformal Conic	NAD83/0903 FL North	Feet/1.0
Mar-2013	FDOT/True Color	Lambert Conformal Conic	NAD83/0903 FL North	Feet/1.0

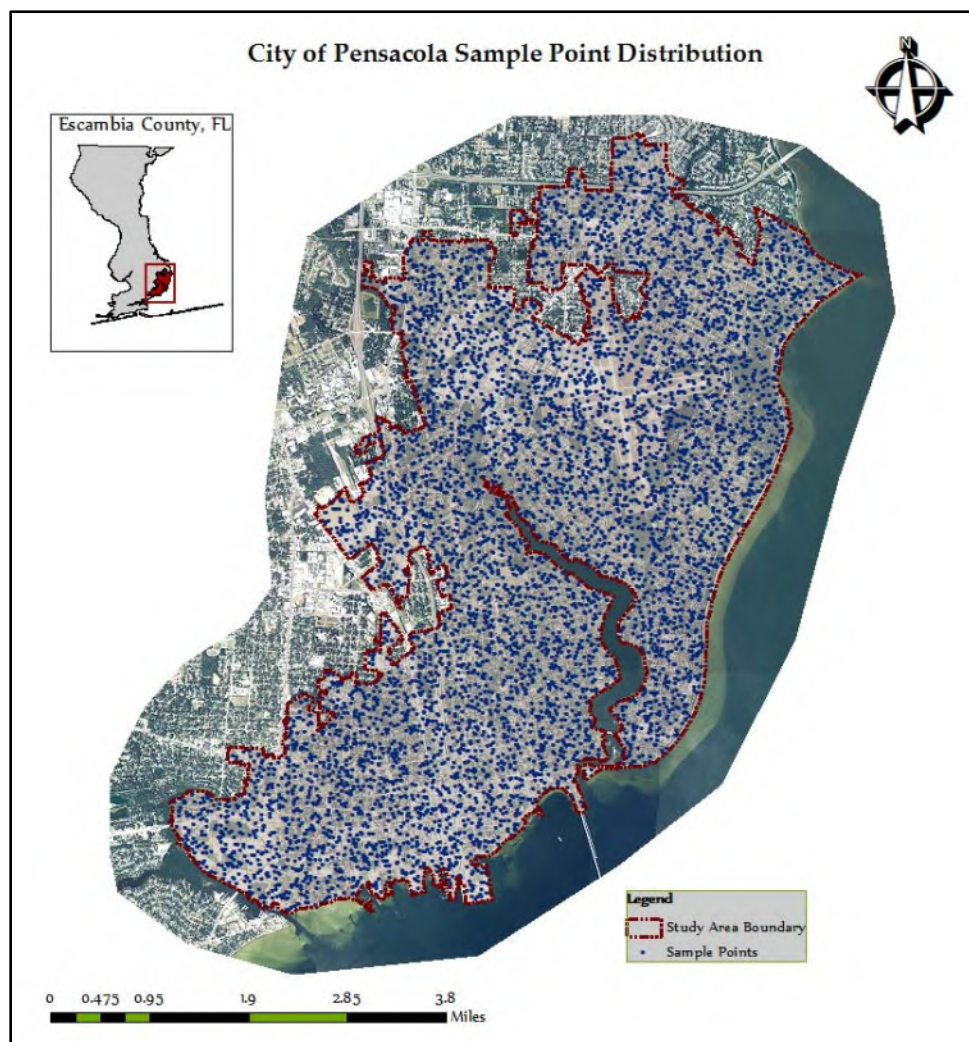
Aerial imagery was acquired and imported into ArcGIS. Datasets were visually checked for projection errors. Once complete, imagery was combined into a single continuous dataset using the mosaic

function. Using a single mosaic ensured continuous coverage, balanced color maps, and appropriate image re-sampling for accurate processing.

A dataset of 7,228 sample points was created across the study area using the *Create Random Points* tool in ArcMap in order to assure 90% confidence of a maximum standard error (SE) of $\pm 1\%$ of the final study output. The size of the sample dataset was created based on the assumption of 50% canopy coverage since SE increases as data approaches 50:50. The statistical approach was based on the same methodology utilized by I-Tree Canopy (I-Tree 2014) software developed by the U.S. Department of Agriculture (USDA) et al.

A randomized grid comprised of square mile sections was used to more evenly distribute sample points across the study area minimizing data gaps. The origin of the grid was the northwest corner of Section 21, Township 1S, Range 30. The exact number of points within each grid section was prorated to correspond with the percentage of the section lying within the study area. This step was necessary to maintain uniform coverage. The distribution of the sample dataset is shown below in Figure 2.

Figure 2: Sample Point Distribution of Initial Sample Dataset



Samples were randomly selected from the initial dataset of 7,228 sites generated using the randomized grid discussed above. Sample points were visually classified for each aerial dataset based upon the presence or absence of the underlying canopy. An example of the typical output of this process is presented in Figure 3.

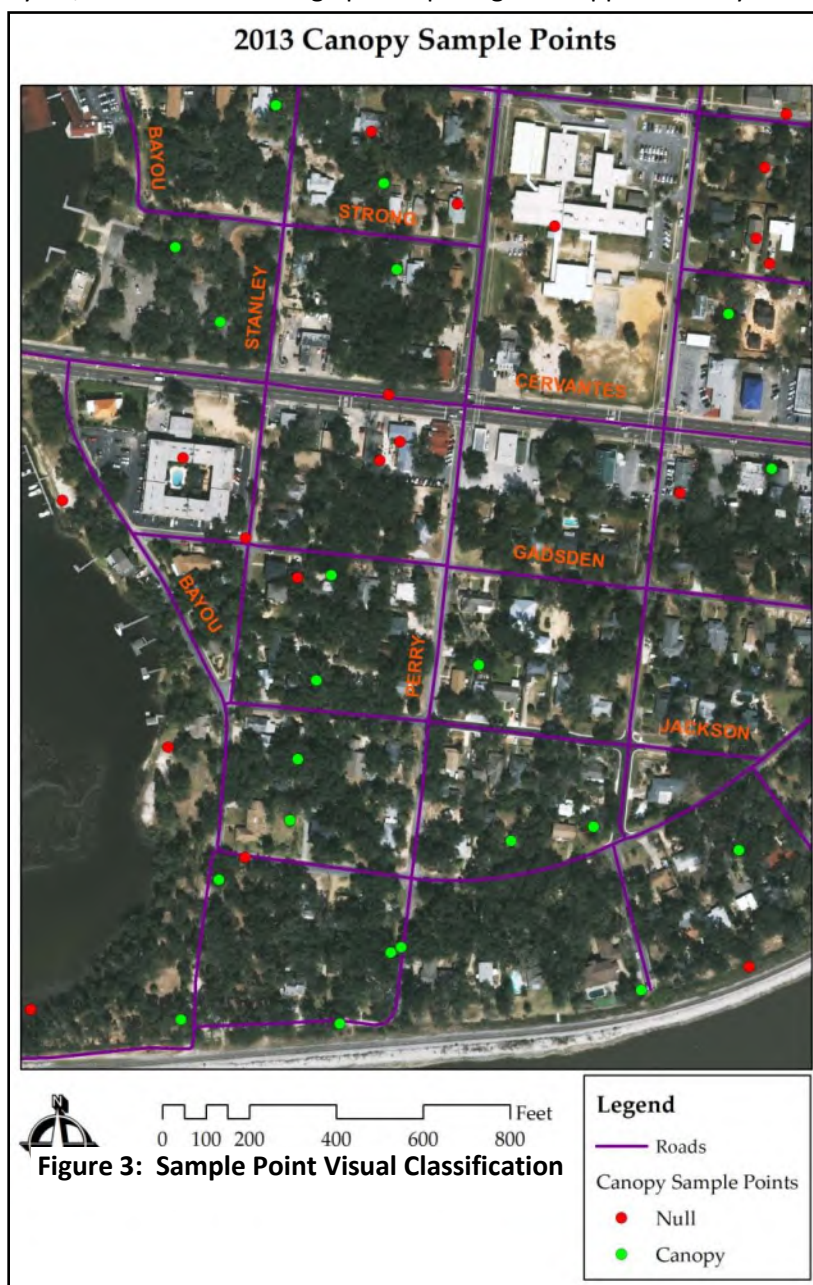
This classification process continued until a $\pm 1\%$ standard error (SE) value was achieved for all sample years. The desired level of certainty required a total of 6,515 sample points. Years approaching 50% canopy required more points to reach desired level of certainty.

Project-specific objectives required all modeling to be performed using ESRI ArcGIS and Visual Sample Plan (VSP). The final 6,515 sample points were run through a *kriging* interpolation tool within ArcGIS Spatial Analyst to fill data voids and aid in the generation of a smooth, interpolated raster image for final canopy modeling. Kriging increased the sample size from 6,515 classified data points per year to 699,975 interpolated data points per year, and reduced average point spacing from approximately 2.2 acres to 0.02 acres.

The ordinary kriging function utilized an exponential semivariogram model to appropriately fit the model's spatial autocorrelation curve as determined in VSP. Final outputs included canopy coverage metrics and raster images showing canopy coverage and density values for each sample year. Additional rasters were generated using the ArcGIS *Raster Math* tool to show change values, highlighting areas of canopy loss and gain between sampling dates.

4.2 Mapping of Current Urban Canopy through Classification of Infrared Imagery

The data collection method described above is capable of producing outputs useful in evaluating trends across the entire study area, or even large subdivisions of the study such as watersheds, but is not adequate for evaluating smaller



subdivisions within the study area. Using the method described above, smaller or isolated areas contain fewer data points and fewer data points translate to increased error. Therefore, it was necessary to employ a different method to generate a representation of the current canopy that is both accurate and scalable. Multispectral classification using high resolution infrared aerial imagery is scalable from the entire study area down to areas as small as single parcels, all without sacrificing accuracy.

USDA National Agriculture Imagery Program (NAIP) 2013, 4-band color infrared (CIR), orthophotos were acquired through the USDA Aerial Photography Field Office and imported into ArcGIS for processing. Source data is available below in Table 2. Individual images were processed using the mosaic function in ArcGIS using the same method described above in 4.1. A mean color-match operator ensured accurate spectral sampling in areas of image overlap and the addition of a null-data parameter reduced image noise in subsequent processing.

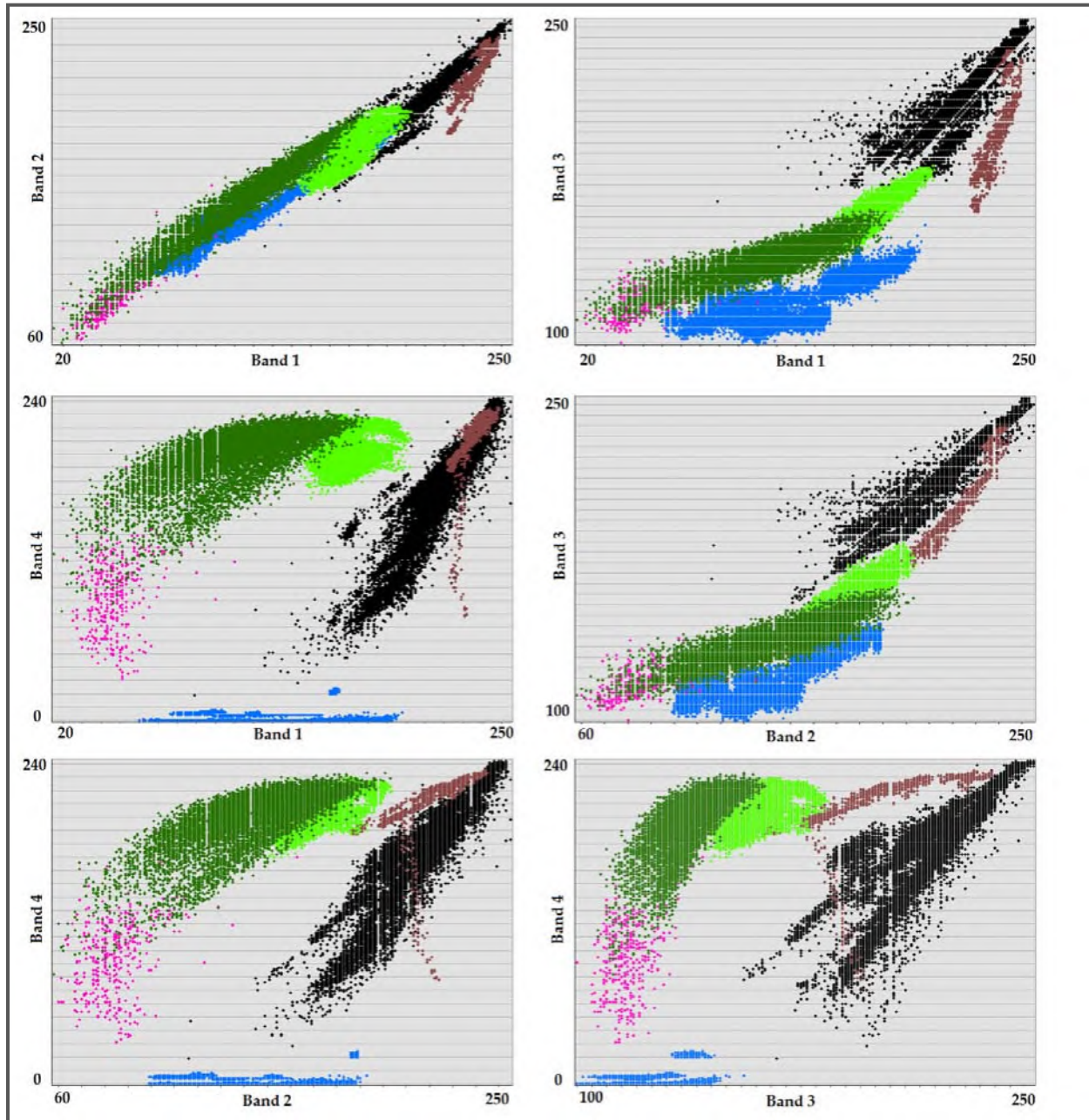
Table 2: Imagery Sources and Metadata Evaluated for Section 4.2 Methodology

Date	Organization/Image Type	Projection	Datum/Zone	Units/Resolution	Horizontal Accuracy
Oct-2013	USDA-NAIP/4- Band Color IR	Universal Transverse Mercator	NAD83	Meters/1.0	±6m

A two step supervised spectral classification was performed on the NAIP imagery set using the *Maximum Likelihood Classification* (MLC) tool in ArcGIS Spatial Analyst to classify tree canopies. The initial classification utilized representative pixel samples of five primary urban cover types (Canopy, Impervious, Soil, Water, and Grass) in order to identify all potential pixel values. Ten separate pixel training samples per cover type were utilized in order to achieve an appropriate representative sample of the study area and the minimum recommendation of 100 pixels for each category (Campbell and Wynne, 2011). Representative pixel training samples for the five cover types were visually classified and analyzed for uniformity utilizing a reflectance frequency diagram.

An initial 5-class MLC utilizing Baye’s theorem was run on the NAIP imagery set with an equal priori probability weighting and a reject fraction parameter of 0.5%, avoiding some potential miss-classification of deviating pixels and allowing for a second “correction” classification to be performed. The output 5-class land cover raster was analyzed for data voids and used to create an additional pixel training class, identifying un-classified canopy reflectance values falling within image shadows. The final six training samples were analyzed for heterogeneity utilizing frequency cluster diagrams as in the first classification and a 6-class MLC process was run on the original NAIP imagery to include the previously un-classified canopy shadows in the classification. Final pixel frequency distribution is provided in Figure 4.

Figure 4: Pixel Frequency Distribution for Final 6-Class MLC Process



Class Name	Color
Canopy	Dark Green
Impervious	Black
Soil	Brown
Water	Blue
Grass	Light Green
Hole	Magenta

A final digitized canopy was extracted from the 6-class MLC output and was confirmed for accuracy by comparing metrics with the statistical outputs described above in 4.1. Overall calculated canopy coverage within the 14,462 acre study deviated less than 0.1% between the two methods.

4.3 Acquisition, Creation, and Processing of Other Data Layers

The remaining two land covers (impervious surfaces and open space) were derived through editing and combining of existing datasets from a variety of reliable sources, including City of Pensacola GIS, Escambia County GIS, Escambia County Property Appraiser, FDEP, FDOT, USDA, and U.S. Geological Survey (USGS).

Existing shapefiles representing major pavement areas and building footprints were acquired from the City of Pensacola GIS. A roadway surfaces layer was generated utilizing FDOT road centerlines. All collected layers determined as impervious were visually checked for errors. Limited updates were made to existing shapefiles where more current information was available. Final versions were merged into a single representative coverage representing impervious surfaces within the study area.

Open space was delineated by eliminating all areas considered “un-plantable” within the study area. Un-plantable areas included current tree canopy, stormwater retention ponds, recreation fields, impervious surfaces, airport runways and associated maintained areas, and surface waters. A complete list of land types excluded from open space is provided below in Table 3. The output of this process was visually checked for errors. Limited updates were made to existing shapefiles where more current information was available. The final open space land cover layer was additionally edited to exclude contiguous areas of less than one-hundred square feet. This last edit was made to assure all remaining areas identified as open space were large enough to support successful future tree plantings.

Final outputs provided urban cover metrics showing actual, scalable canopy, impervious surfaces, and open/available planting locations (open space) for the entire study area.

Table 3: Data Utilized in Creating Open Space Coverage

Data Type	Data Source
Airport Runways & Associated Areas	Escambia County
Building Footprints*	City of Pensacola
Major Pavement*	City of Pensacola
Roadways*	FDOT, Escambia County
Railroad Right-of-Ways	Escambia County
Recreational Fields*	City of Pensacola, Escambia County
Stormwater Retention Ponds*	City of Pensacola
Surface Waters*	U.S. Geologic Survey

* Data updated to include more current information

Other data layers either directly acquired or created for the study include land use, watersheds, riparian buffers, public and private lands, parks, and gateway corridors. Each layer was incorporated into the analysis performed for the study to determine trends, evaluate current conditions, and provide

recommendations relative to these underlying factors. A complete list of these other data layers incorporated into the study is provided in below in Table 4.

Table 4: Other Data Layers Utilized in Analysis

Data Type	Data Source
Parcel Data (2013)	Escambia County Property Appraiser
City Owned Property	City of Pensacola
Other Government Owned Property	Escambia County Property Appraiser, City of Pensacola
Gateway Corridor Locations*	City of Pensacola
Parks and Recreational Fields*	City of Pensacola, Escambia County
Watersheds*	FDEP
Riparian Areas*	USGS, Escambia County

* Data updated to include more current information

Comprehensive parcel data was acquired through the Escambia County Property Appraiser. Land use classifications were made using Department of Revenue (DOR) codes embedded within the parcel data received. Similar DOR codes were combined to form the following major categories: commercial, government, industrial, institutional, residential, and other. Distribution of land use by DOR code is provided in Appendices A. Parks, City owned property, and other government owned property was first evaluated using DOR codes, and then later refined by using a dataset provided by the City of Pensacola. Gateway corridors were digitized based on data provided by the City of Pensacola. City property falling within fifty feet of defined corridors was classified separately in order to analyze aesthetically prominent city owned land along each priority gateway area.

Watersheds were delineated utilizing FDEP Water Boundary Identification (WBID) data. Subbasins, delineated separately by FDEP for water quality data management purposes, were merged with adjoining areas to create basins representative of the primary drainage patterns within the city. The study area was divided into four main watersheds: Pensacola Bay (WBIDs: 639, 548BB), Bayou Texar (WBIDs: 676, 738, 738AB), Downtown (WBIDs: 740), and Bayou Chico (WBIDs: 846, 846C, 846CB, 848DA). Riparian buffers (100-foot) were delineated within the city jurisdictional boundary utilizing a combination of USGS stream location data (primary riparian zones), and visual classification (open water features clearly visible in 2013 aerial dataset).

4.4 Final Data Analysis

Raster datasets derived using the methodology described above in section 4.1 were split by primary areas of interest to provide detailed temporal and geographical land cover statistics. Outputs allow for evaluation of canopy trends and determination of attainable canopy goals specific for the City of Pensacola.

The 2013 urban tree canopy for the City of Pensacola produced using the methodology described above in section 4.2 was intersected with the datasets described in section 4.3. Outputs allow for determination of maximum attainable urban canopy by land use or ownership, evaluation of gateway corridors for potential improvement to shade and aesthetics, detection of watersheds or riparian corridors lacking adequate canopy coverage for water quality improvement or wildlife habitat utilization, and, therefore, identification and prioritization of optimal tree planting locations.

Data generated using the methods described above is presented below in the Results section below. In addition to information directly included within this report, all final model datasets were provided to the City of Pensacola for future use in planning and assessment initiatives.

5.0 Results

Results obtained in all phases of modeling are presented in this section of the report. Additional maps and project data not directly discussed in the body of this report can be found in the Appendix.

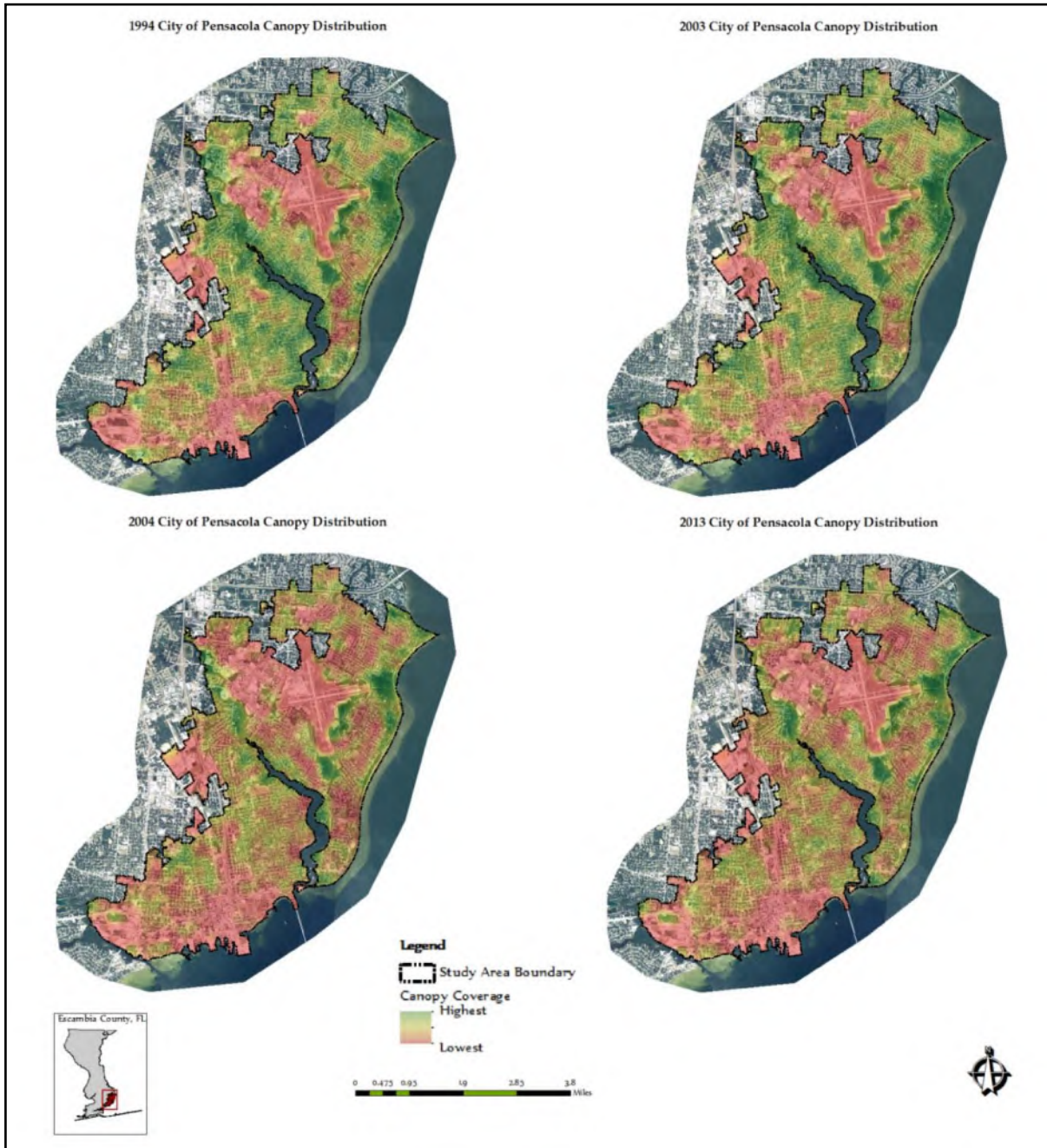


Figure 5: Canopy Trend Model. Detailed canopy trend modeling provides insight into the actual distribution of canopy within the study area. Four representative sample years of specific interest are presented (1994, 2003, 2004 & 2013), covering the nineteen year study window as well as a pre/post major hurricane event (Ivan) to be analyzed. Overall canopy coverage metrics for the sample years in this figure are: 1994 (40.2%), 2003(39.4%), 2004 (28.4%) and 2013 (29.3%).

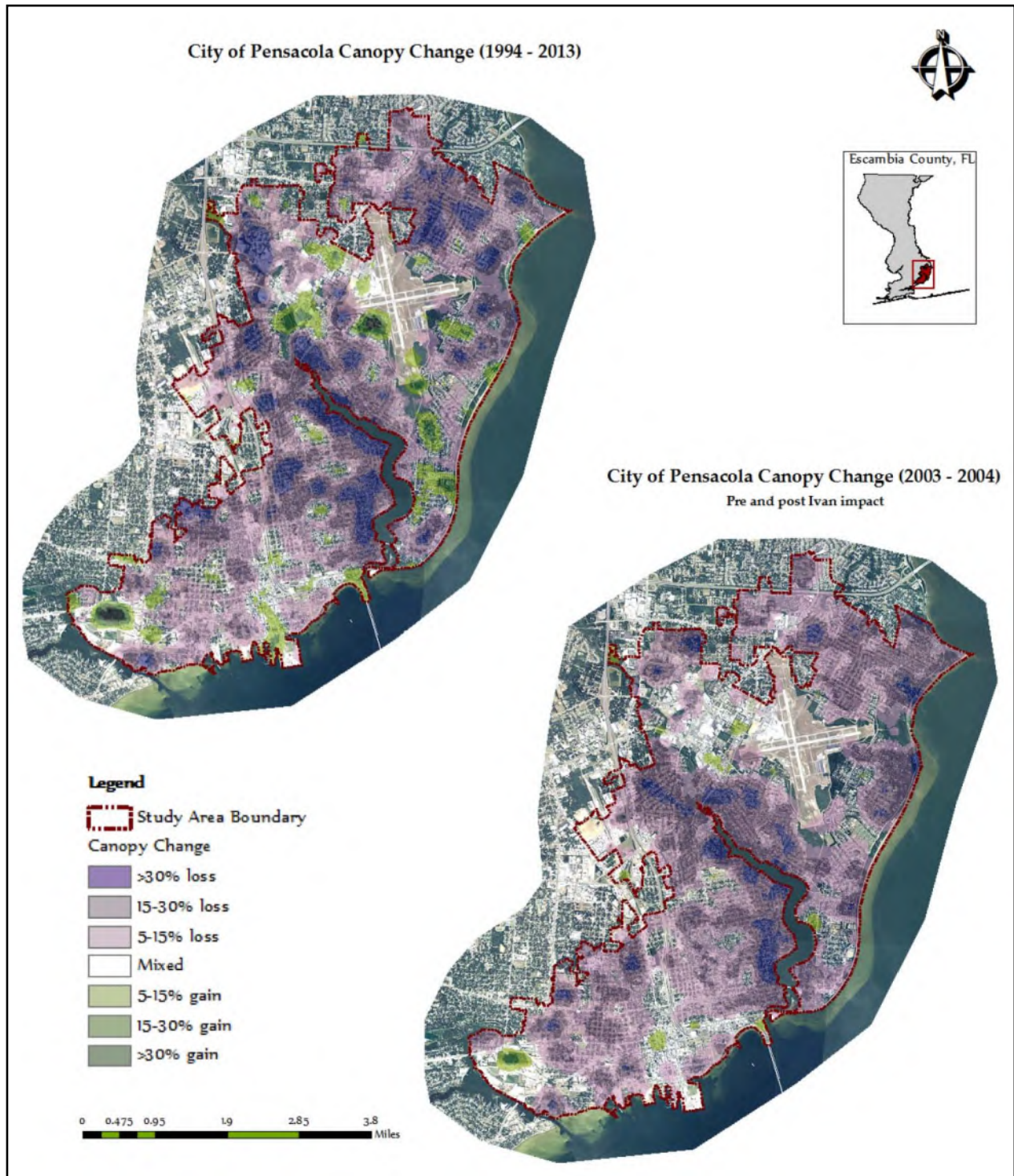


Figure 6. Canopy Changes from 1994 to 2013. These change rasters observe overall, 19 year, canopy changes (1994-2013) as well as Hurricane Ivan related (2003-2004) canopy impacts. Relative changes in canopy coverage are visualized and can be quantified within general areas of interest such as Bayou Texar where extreme losses are apparent as a direct result from Hurricane Ivan.

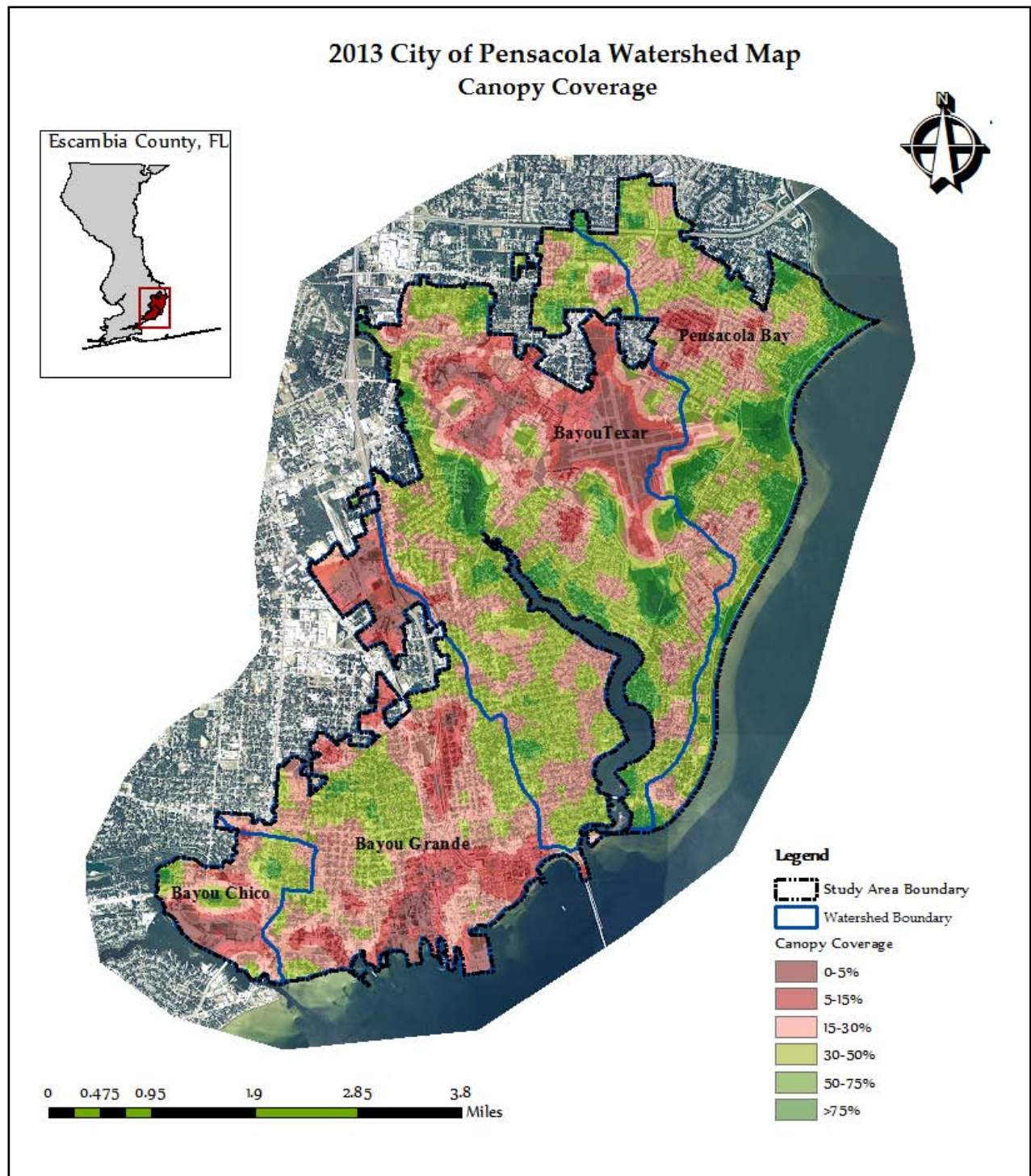


Figure 7. Watershed Map Relative to Canopy Density: Overall 2013 canopy coverage map overlaid onto the City of Pensacola’s four watershed delineations. Primary areas of canopy be seen along aquatic buffers, in airport noise buffers and in certain residential and park areas such as the East Hill Neighborhood and Bayview Park. Lowest ratio of tree canopy to land acres is located in the Bayou Texar Watershed and the Bayou Grande (Downtown) Watershed.

Figure 8 Chart illustrating Public vs. Private Land Ownership: Over 80% of all lands in City of Pensacola are privately owned. The remaining properties are divided among other government entities including the City, school board and federal agencies

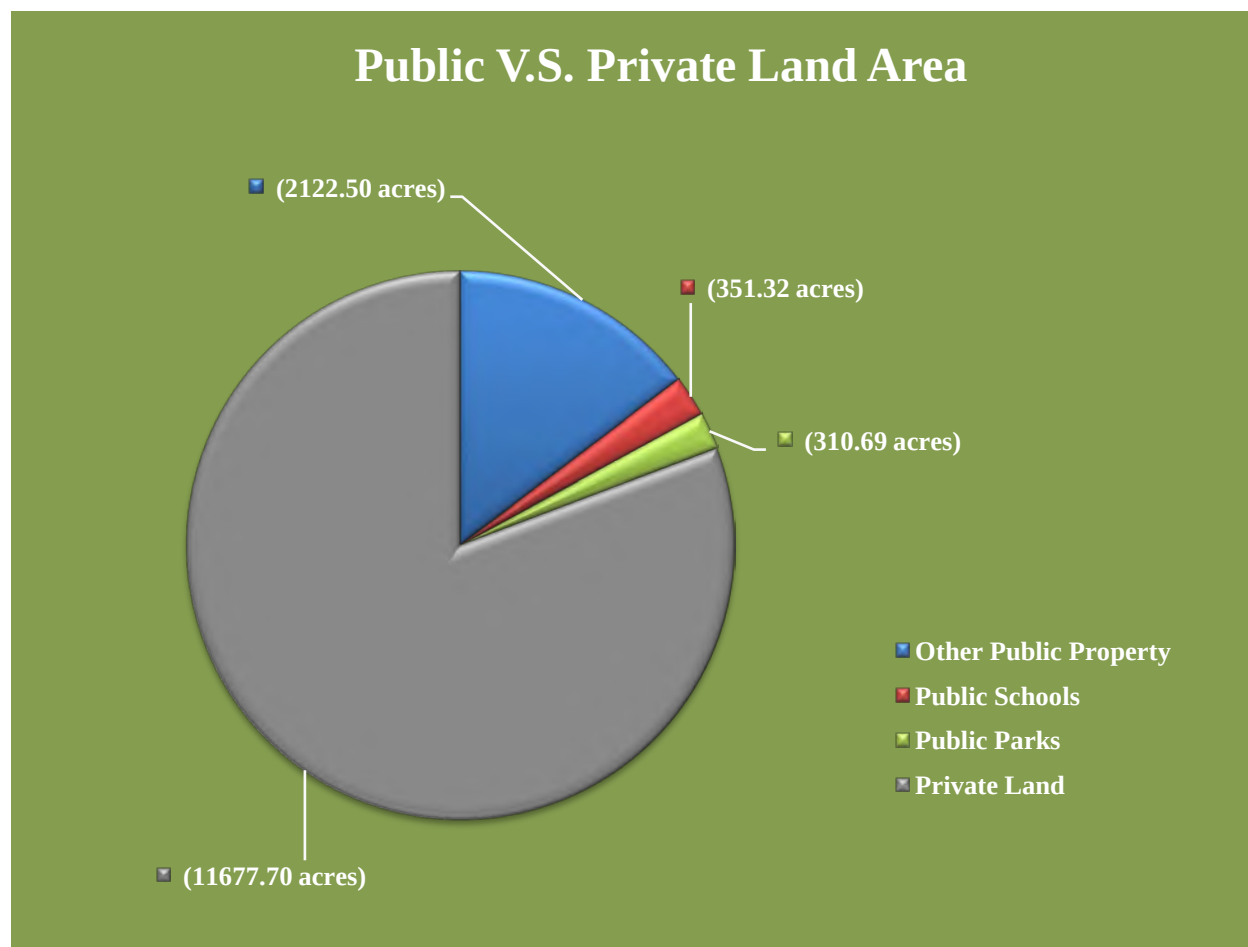


Table 5: Metrics for Public vs. Private Land Ownership: Current (2013) urban cover metrics with acreage and cover values

Data Type	Acres	Canopy	Impervious	Open Space	Total Acres
Other Public Property	2122.50	23.7%	24.5%	20.0%	2122.50
Public Schools	351.32	10.2%	40.2%	41.9%	351.32
Public Parks	310.69	39.3%	2.9%	44.4%	310.69
Private Land	11677.70	30.5%	32.3%	37.2%	11677.70

Table 6: Cover Metrics for the City of Pensacola’s 100 ft. Aquatic Buffers

Property Type	100 ft. Aquatic Buffer	Acres	Canopy	Impervious	Open Space
All	Pensacola Bay	167.02	11.5%	16.8%	44.1%
All	Bayou Texar	115.74	42.3%	6.0%	46.9%
All	Bayou Chico	30.79	18.4%	38.6%	38.6%
All	Maggie's Ditch	7.95	42.6%	8.0%	31.8%
All	Carpenters Creek	112.09	74.2%	5.4%	13.3%
All	Other Streams	7.34	80.6%	4.0%	8.7%
All	Graveyard Branch	10.23	70.8%	5.3%	11.0%

Figure 9: Visualizing Primary Urban Cover Values: Showing the open space, impervious and existing canopy within the aquatic buffer for various water bodies within the study area.

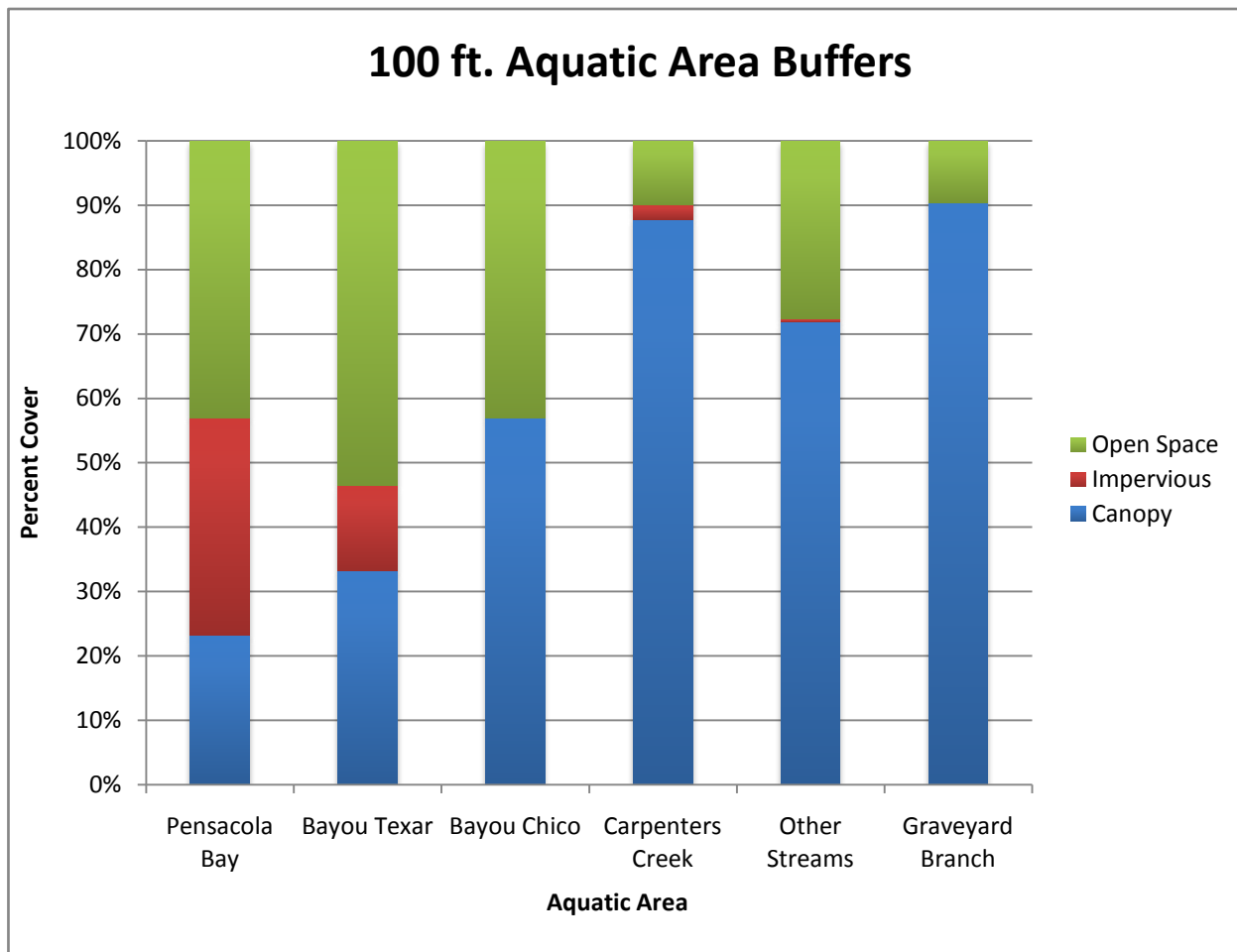
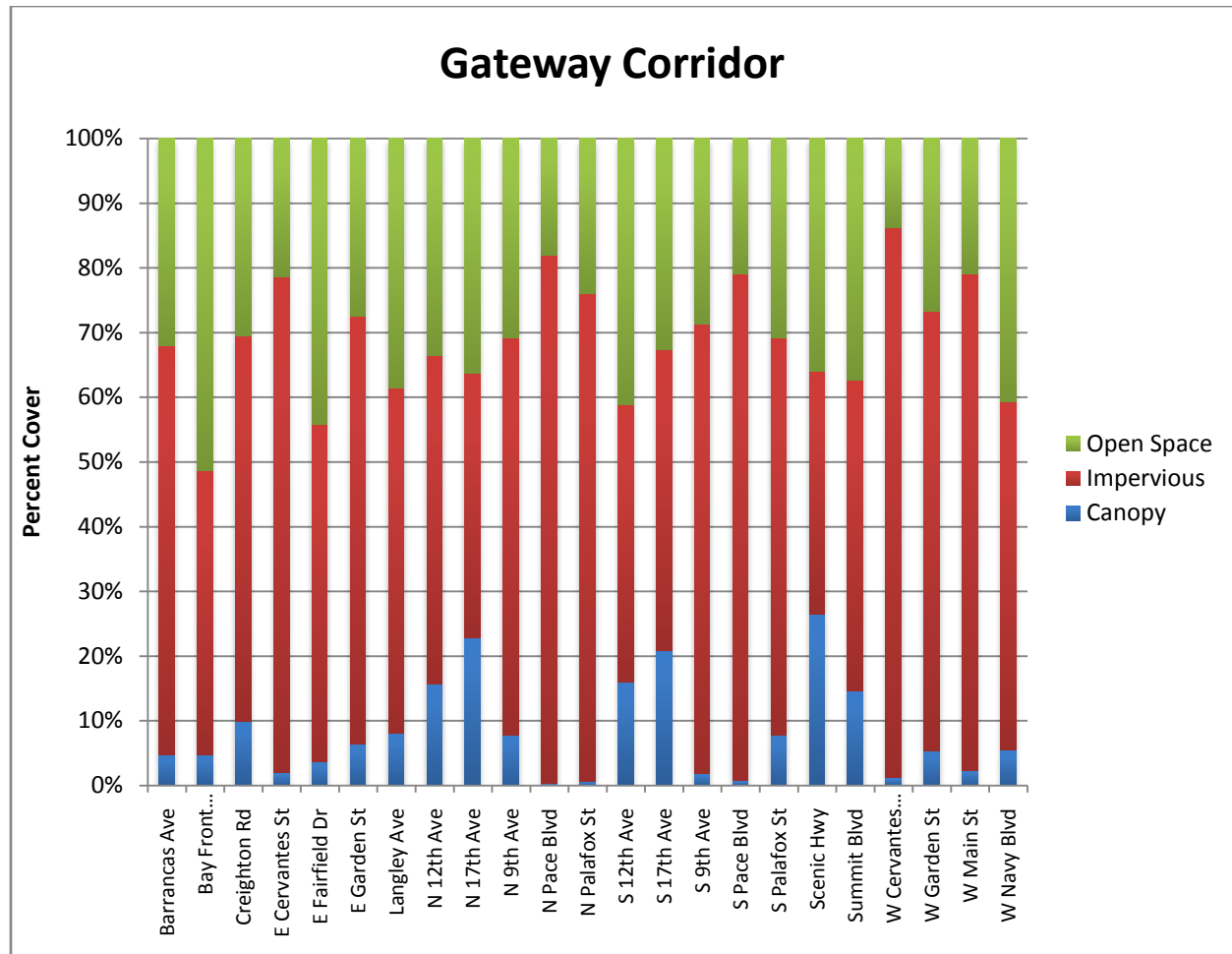
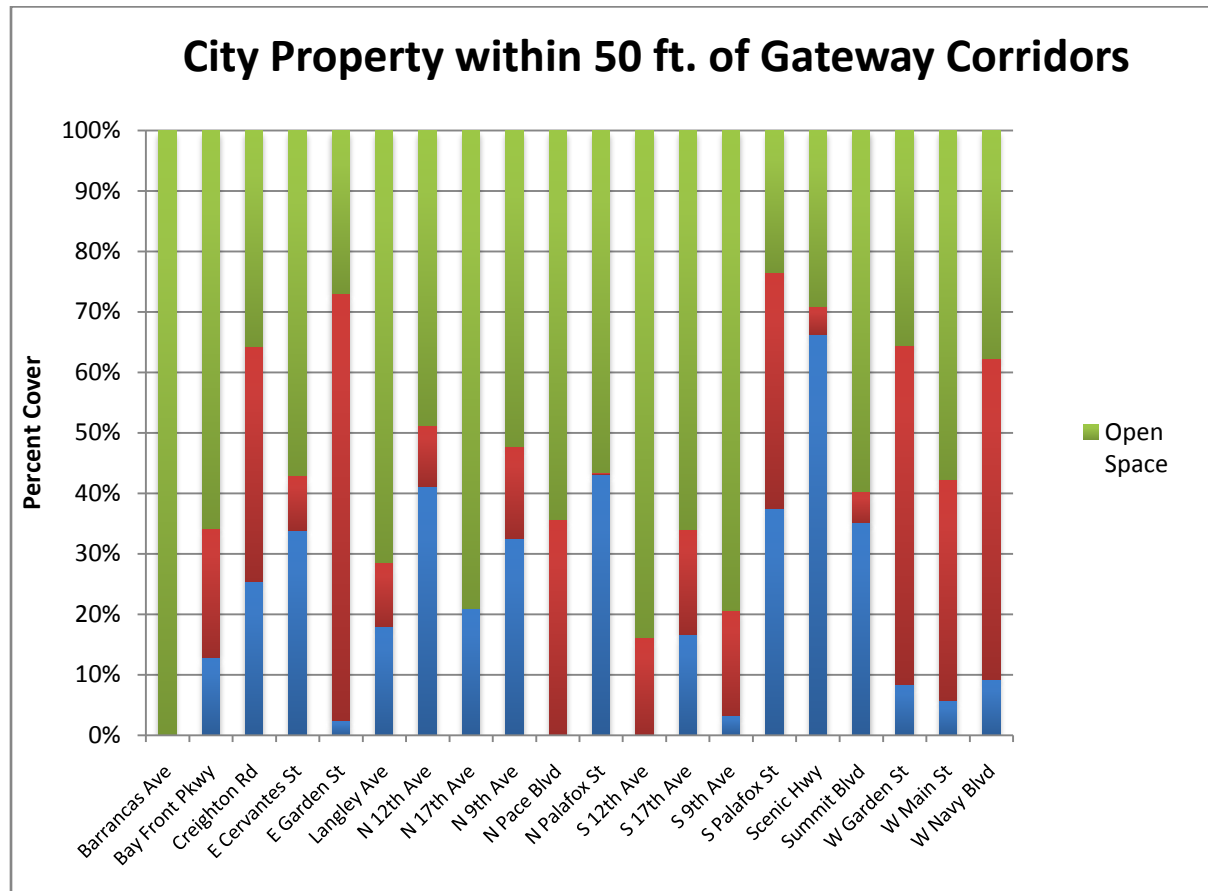


Figure 10: Coverage metrics within the Gateway Corridor. Coverage values represent percentage of impervious areas, existing canopy and impervious areas within the Gateway Corridors



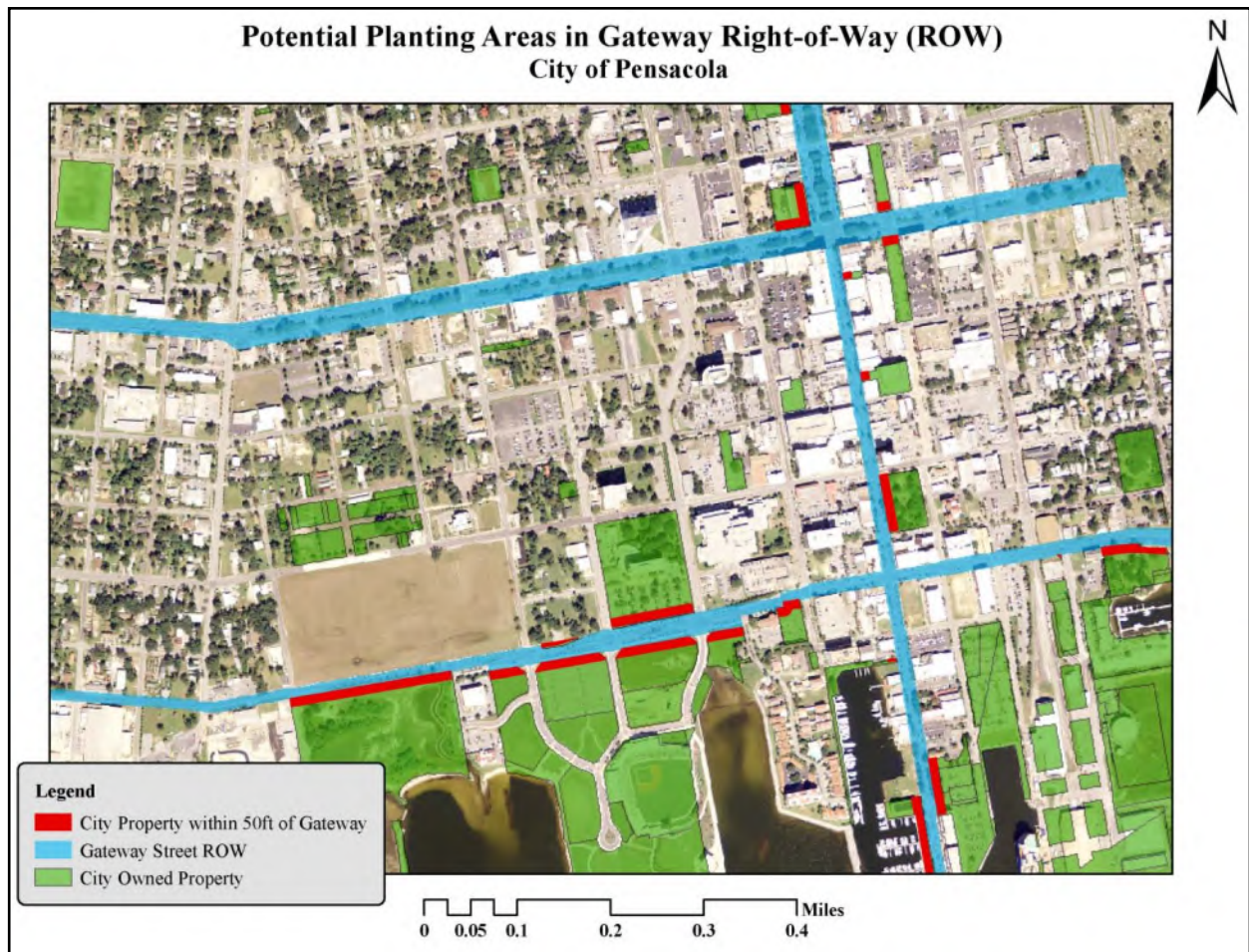
Property Type	Gateway Area	Acres	Canopy	Impervious	Open Space
All	All Gateways	522.15	10.4%	56.5%	33.6%
All	Barrancas Ave	25.16	3.8%	50.1%	25.5%
All	Bay Front Pkwy	26.13	4.6%	42.3%	49.4%
All	Creighton Rd	20.26	13.1%	78.8%	40.3%
All	E Cervantes St	22.47	2.0%	76.7%	21.4%
All	E Fairfield Dr	39.03	3.6%	52.3%	44.3%
All	E Garden St	5.88	6.4%	66.3%	27.6%
All	Langley Ave	25.65	8.1%	53.8%	38.9%
All	N 12th Ave	48.20	16.1%	51.9%	34.3%
All	N 17th Ave	14.83	23.8%	42.7%	37.9%
All	N 9th Ave	68.93	7.9%	62.8%	31.5%
All	N Pace Blvd	6.20	0.3%	81.8%	18.1%
All	N Palafox St	9.16	0.6%	75.6%	24.1%
All	S 12th Ave	4.15	16.4%	44.0%	42.3%
All	S 17th Ave	6.18	20.6%	46.1%	32.3%
All	S 9th Ave	7.73	1.8%	70.2%	28.9%
All	S Pace Blvd	8.16	0.7%	76.3%	20.5%
All	S Palafox St	15.14	8.0%	62.7%	31.6%
All	Scenic Hwy	64.43	26.6%	37.6%	36.1%
All	Summit Blvd	32.91	15.1%	49.5%	38.6%
All	W Cervantes St	16.99	1.2%	85.6%	13.8%
All	W Garden St	22.84	5.4%	68.3%	26.8%
All	W Main St	16.09	2.0%	65.5%	17.8%
All	W Navy Blvd	23.16	5.3%	52.3%	39.5%

Figure 11: Current (2013) Urban Cover Metrics for City Owned Property within 50 feet of the Gateway Corridor. Property areas are within 50 feet of a gateway right-of-way area. These properties could be considered for improvements associated with improvements in the Gateway Corridor. A visual example of the area is shown in figure 12.



Property Type	Gateway Area	Acres	Canopy	Impervious	Open Space
City (within 50ft)	Barrancas Ave	0.06	0.0%	0.0%	100.0%
City (within 50ft)	Bay Front Pkwy	3.83	11.9%	19.6%	60.4%
City (within 50ft)	Creighton Rd	0.37	26.2%	40.3%	36.8%
City (within 50ft)	E Cervantes St	2.00	34.8%	9.2%	58.7%
City (within 50ft)	E Garden St	0.18	2.5%	71.5%	27.4%
City (within 50ft)	Langley Ave	5.83	14.2%	8.4%	56.5%
City (within 50ft)	N 12th Ave	8.35	37.2%	9.1%	44.1%
City (within 50ft)	N 17th Ave	0.61	20.8%	0.0%	78.3%
City (within 50ft)	N 9th Ave	0.73	34.0%	16.0%	54.7%
City (within 50ft)	N Pace Blvd	0.17	0.0%	35.6%	64.4%
City (within 50ft)	N Palafox St	0.69	42.5%	0.2%	55.7%
City (within 50ft)	S 12th Ave	0.32	0.1%	12.9%	67.3%
City (within 50ft)	S 17th Ave	1.37	16.0%	16.6%	63.4%
City (within 50ft)	S 9th Ave	1.49	3.3%	17.4%	79.6%
City (within 50ft)	S Palafox St	3.23	38.0%	39.3%	23.8%
City (within 50ft)	Scenic Hwy	13.02	65.0%	4.6%	28.5%
City (within 50ft)	Summit Blvd	9.06	34.9%	5.1%	59.3%
City (within 50ft)	W Garden St	0.22	8.7%	57.3%	36.3%
City (within 50ft)	W Main St	3.60	5.5%	35.5%	56.2%
City (within 50ft)	W Navy Blvd	0.83	8.5%	48.7%	34.6%

Figure 12: A Visual Example of City Owned Properties within the Gateway Corridor. Gateway is highlighted with blue. The 50 feet of gateway right-of-way areas is shown in red. Areas highlighted in green are City owned properties. Electronic data of all areas was provided to the City.



6.0 Discussion

6.1 City of Pensacola Urban Canopy Trends

Canopy coverage is not a static measurement. Estimates, even good estimates, only represent a snapshot in time. Urban forests are dynamic systems. Many factors simultaneously contribute to either expansion or contraction. Growth and decline coexist. Rates determine overall trends. Temporal trends in urban tree coverage for the City of Pensacola observed through this study are summarized below in Figure 14.

Factors contributing to increases in canopy coverage may include annual growth of existing trees, community planting efforts, or even rapid flush from new volunteers after land disturbance. Factors contributing to decreases in canopy coverage may include storm events, urban development, disease, and loss of mature trees.

6.2 Canopy Trends Relating to Hurricanes and Tropical Storms

The effects of tropical storms on the urban canopy have been well-documented. Strong sustained winds, and even stronger wind gusts, cause tree failures including crown damage, stem breakage, and uprooting. As expected, studies have found positive correlations between increasing wind speed and canopy loss (Tanner et al. 1991). In addition to strong winds, storms bring considerable rainfall. Studies have also found saturated soils caused by intense rainfall leading up to storm events contribute to tree mortality mainly by increasing chances of trees uprooting (Creamer et al. 1982). Both factors are directly related to the relative position to the landfall location since the heaviest rainfall and strongest winds are generally found in the northeast quadrant (right front side relative to direction of movement) of tropical storms and hurricanes forming in the northern hemisphere.

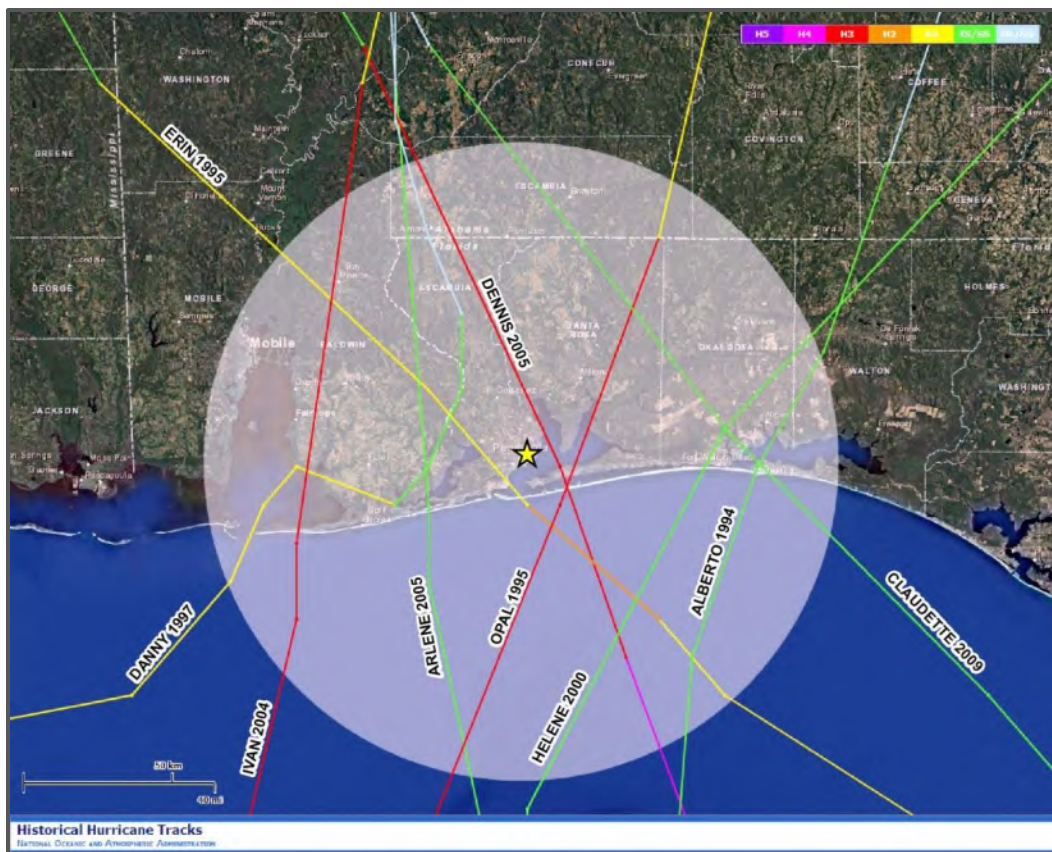
Canopy loss due to storms is also a function of tree characteristics. Other factors include wood density, crown shape, crown density, and size (Duryea et al. 2007). Not all tree species possess the same storm resistant qualities. Native trees generally have a higher survival rating than many exotic species (Duryea et al. 1996). Future canopy loss can be mitigated, at least in part, through proper selection of wind resistant trees. Cultural practices, such as proper routine pruning and planting procedures, can also increase survivability (Duryea et al. 2007).

Since 1994, nine named tropical cyclones have made landfall within 50 nautical miles of Pensacola. Maximum sustained winds at landfall ranged from 35 to 105 knots (40 – 120 mph). A list of those storms is provided below in Table 7. Corresponding storm tracks and landfall locations are also graphically depicted below in Figure 13.

Table 7: Hurricanes and Tropical Storms Making Landfall within 50 Nautical Miles of Pensacola (1994-2013)

Date	Storm	Landfall Location	Landfall Winds (kts)
August 2009	Claudette	Fort Walton Beach, FL	40
July 2005	Dennis	Pensacola Beach, FL	105
June 2005	Arlene	Perdido Key, FL	60
September 2004	Ivan	Gulf Shores, AL	105
September 2000	Helene	Fort Walton Beach, FL	35
July 1997	Danny	Mullet Point, AL	65
October 1995	Opal	Pensacola Beach, FL	100
August 1995	Erin	Pensacola Beach, FL	75
July 1994	Alberto	Destin, FL	55

Figure 13: Storm Tracks and Intensity of Hurricanes and Tropical Storms Making Landfall Within 50 Nautical Miles of Pensacola (1994-2013)



Map Source: National Oceanic and Atmospheric Administration (NOAA) - National Hurricane Center

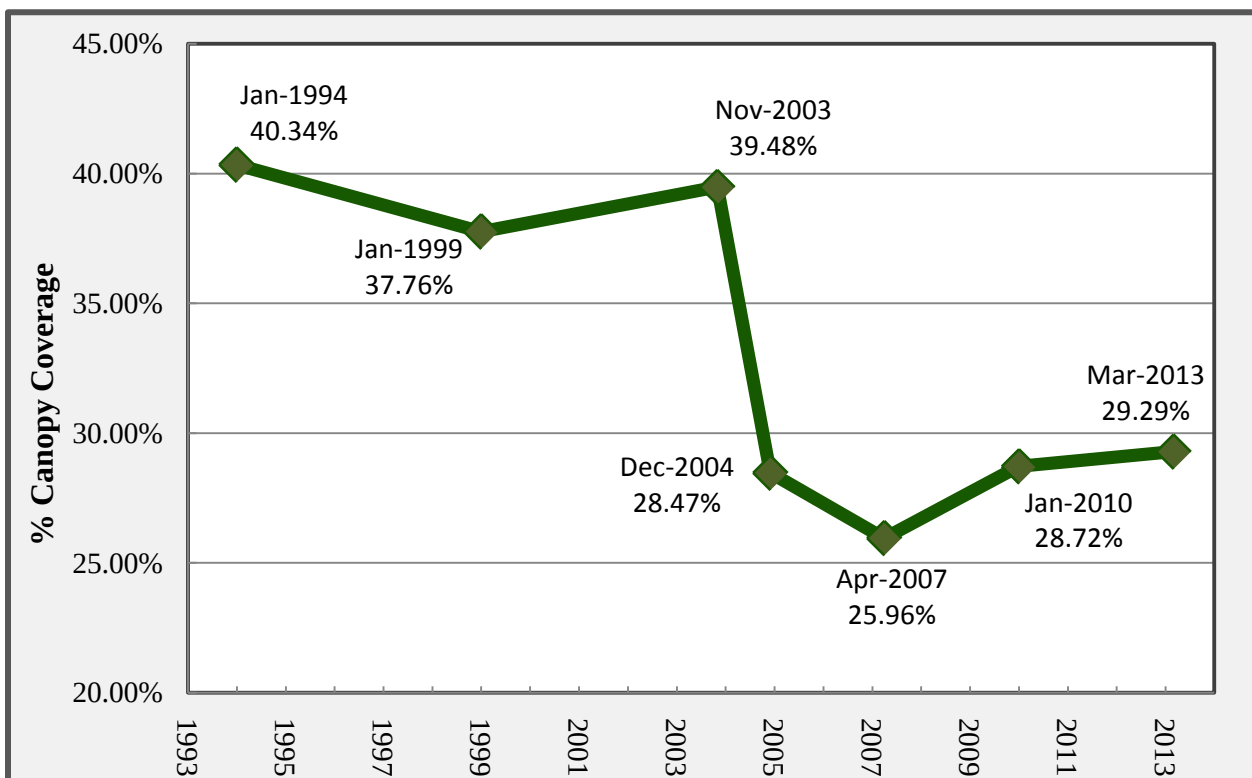
Overall canopy coverage during the period of interest ranged from 25.96% to 40.34% with the highest percent coverage observed at the beginning of the period in January 1994, and the lowest percent coverage observed in April 2007. Intervals showing decline in overall canopy coverage include January

1994 – January 1999, November 2003 – December 2004, and December 2004 – April 2007. All three periods correspond with one or more landfalling hurricanes (Erin, Opal, Ivan, Dennis), including at least one major hurricane (>95 kts) during each interval. Two other tropical storms (Alberto, Arlene) also made landfall during these periods.

The greatest loss of canopy was observed following Hurricane Ivan where an estimated 27.89% of the entire canopy within City of Pensacola was lost due to the storm and associated factors. Losses following Hurricane Dennis are estimated at 8.82% of the remaining canopy. This loss reflects considerably fewer trees considering the almost 9% loss was of the already reduced canopy coverage following Ivan. Limited availability of quality aerial imagery in the mid 1990s prevents the individual evaluation of Hurricanes Erin and Opal. Data collected for this study suggests only a 6.40% loss due to both storms, but actual losses could have been closer to 10% if a recovery typical of the recovery rate discussed below is assumed during the following three growing seasons before January 1999.

Figure 14 below visualizes changes in canopy cover from November 2003 – December 2004. Canopy loss and gain is shown as a color gradient between purple and green. Colors trending toward green reflect gains; colors trending toward purple reflect losses. Areas reflecting the highest percentage of canopy loss appear to correlate with the vegetative edge along Bayou Texar and the eastern shoreline of Pensacola Bay.

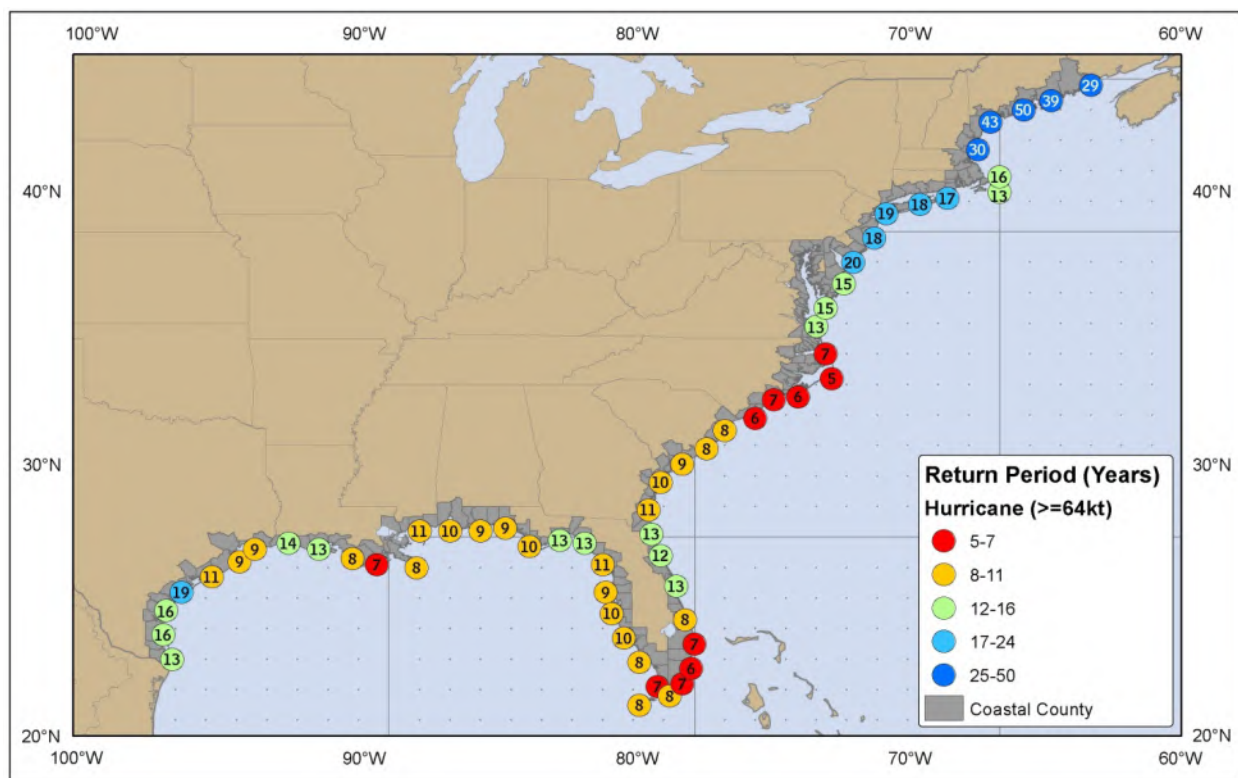
Figure 14: Estimated Canopy Coverage per Year



April 2007 – January 2010, and January 2010 – March 2013 are periods showing gains in canopy coverage generally do not include significant landfalling storms. Danny in 1997 is the only hurricane (minimal category 1 hurricane) to make landfall within 50 nautical miles of Pensacola during any of these periods of increase. Two other tropical storms (Helene, Claudette) also made landfall during these periods. No loss of canopy was able to be attributed to these storms. Decline, if any, attributed to these and other tropical storms was likely less than the relative margin of error ($\pm 1\%$) for the study.

The relationship between canopy loss and maximum sustained winds is not linear (Duryea et al. 2007). While localized impacts are possible, tropical storms generally do not appear to produce measurable canopy losses. Impacts from hurricanes, specifically major hurricanes, appear to be the largest single factor affecting the overall canopy trends for the City of Pensacola observed during the period evaluated for this study.

Figure 15: Average Return Periods between Landfalling Hurricanes

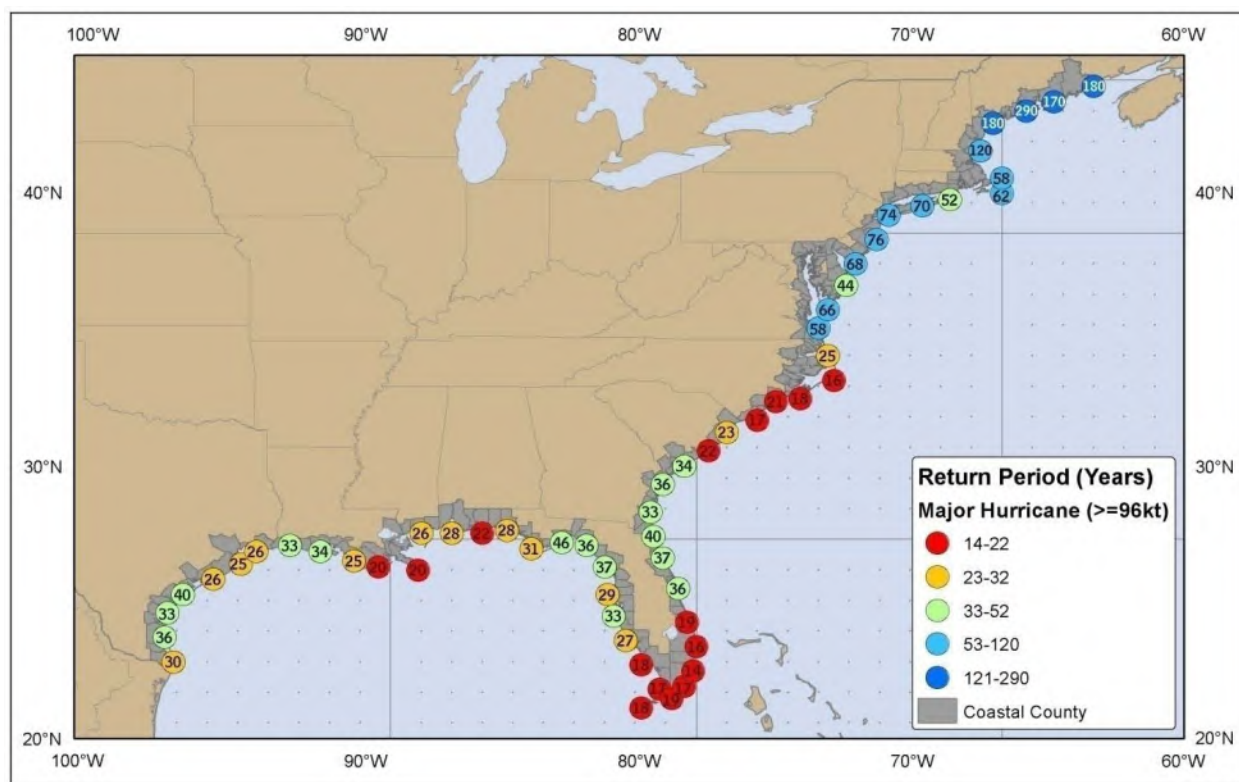


Map Source: National Oceanic and Atmospheric Administration (NOAA) - National Hurricane Center

Impacts from future tropical storms and hurricanes are inevitable. A canopy recovery strategy for the City of Pensacola should therefore consider the likely probability and severity of these impacts. The

National Oceanic and Atmospheric Administration (NOAA) has produced statistical probabilities of likely return periods (years between strikes) for the Atlantic Ocean and Gulf of Mexico using long-term historical data. The expected return period of a hurricane (64 – 95 kts) passing within 50 nautical miles of Pensacola is estimated at every nine years, or an 11.1% chance any given year. Data for estimated return periods for hurricanes is depicted in Figure 15 above. The expected return period of a major hurricane (>95 kts) passing within 50 nautical miles of Pensacola is estimated at every 22 years, or a 4.5% chance any given year. Data for estimated return periods for major hurricanes is depicted in Figure 16 below. As of the date of this report, a hurricane, or major hurricane, has not made landfall within 50 nautical miles of Pensacola in nine years (Dennis 2005).

Figure 16: Average Return Periods between Landfalling Major Hurricanes



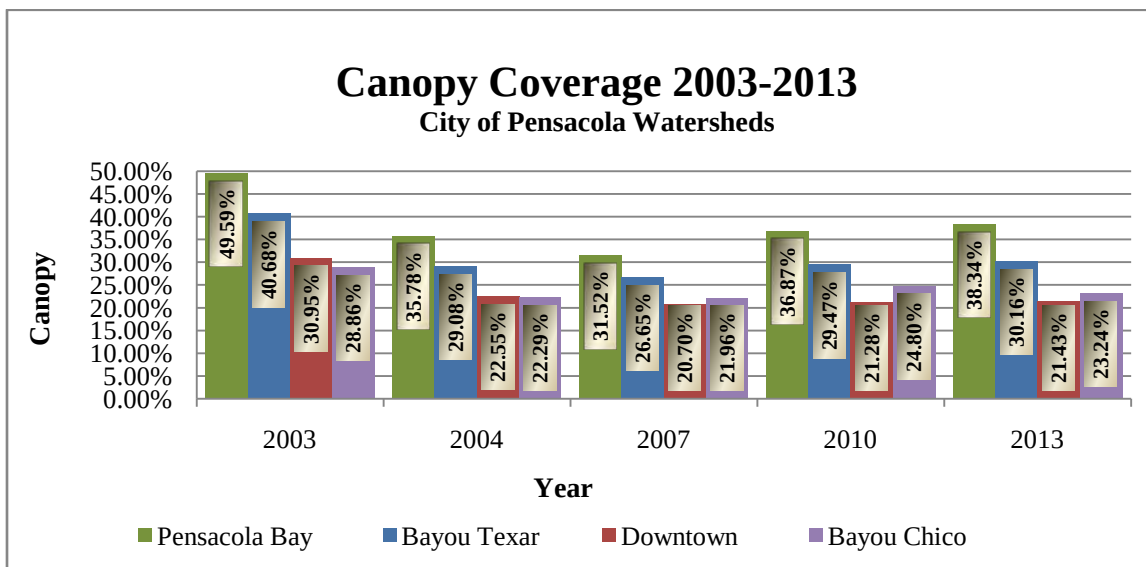
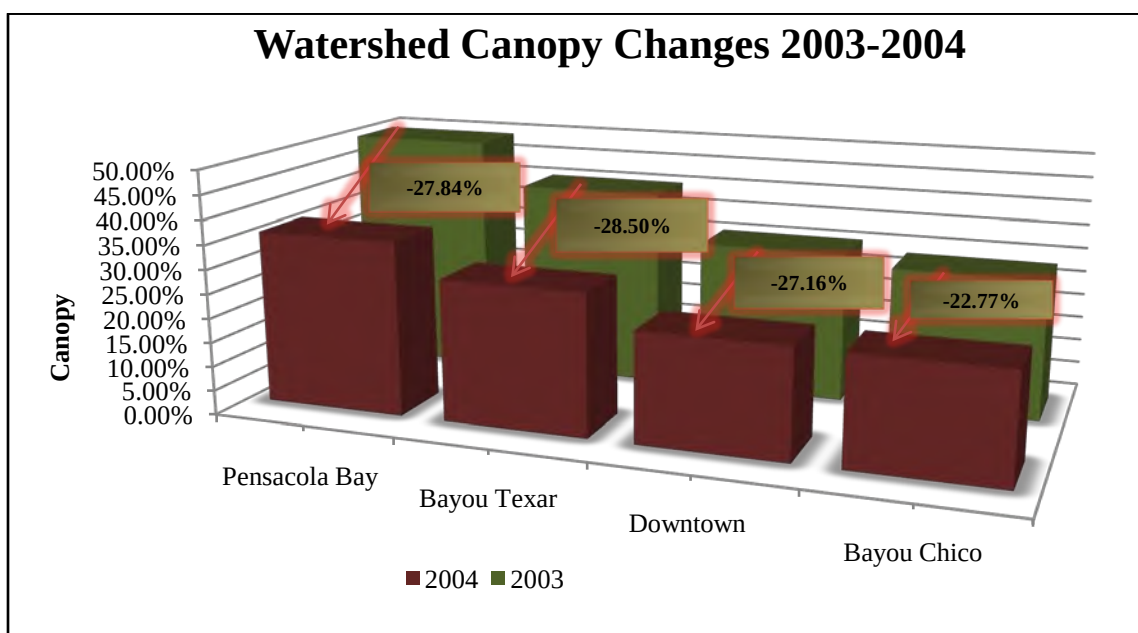
Map Source: National Oceanic and Atmospheric Administration (NOAA) - National Hurricane Center

6.3 Canopy Trends Relating to Watersheds

Watershed based urban forestry incorporates urban tree canopy into water quality planning and resource management. This comprehensive strategy focuses on managing tree resources as a unit rather than on a site by site basis. USDA Forest Service studies have correlated canopy coverage greater than 45% with good and excellent water quality. (Urban Forestry Watershed Manual, 2005) Current recommendations from the USDA Forestry Service suggest a minimum canopy goal of 25% to 40% in suburban areas (greater than 25% impervious surface).

The study area was divided into 4 watershed areas-Bayou Chico (757 acres), Pensacola Bay (3,023 acres), Downtown (3,726 acres) and Bayou Texar (6,956). In 2013, average canopy coverage by watershed is 21.7%, 37.8%, 19.4% and 31.6% respectively. Both Bayou Chico and the Downtown watershed canopy coverage are less than 25%, below the minimum recommendation. For all watersheds, the greatest period of canopy change is associated with Hurricane Ivan. Bayou Texar experienced the greatest canopy loss during this time. (Figure 17) None of the watersheds have recovered to the pre-Ivan base line. The explanation for canopy not returning to base line was not addressed in the scope of this project.

Figure 17: Canopy Coverage Changes in each Watershed Over a 10 Year Period



6.4 Existing Canopy Cover 2013

Using 2013 high resolution imagery, three cover values (canopy, impervious and open space) were classified and evaluated. These values were used to analyze the City of Pensacola's existing tree cover and maximum attainable cover by land use or ownership. The urban tree canopy (UTC) analysis found the City has 4,228 acres of existing tree canopy. This corresponds to 29% of the City of Pensacola's land area. An additional 5,056 acres or 35% of Pensacola's land area is covered with grasses or other small vegetation. These areas could conceivably be covered by urban tree canopy. While it would not be desirable to cover all vegetated or open areas with tree canopy, these results indicate significant opportunities to increase Pensacola's tree canopy.

Figure 18: 2013 Pensacola's Primary Urban Cover Values. Cover values show Pensacola with 29.2% existing canopy, 30.7% impervious surfaces and 35% open space.

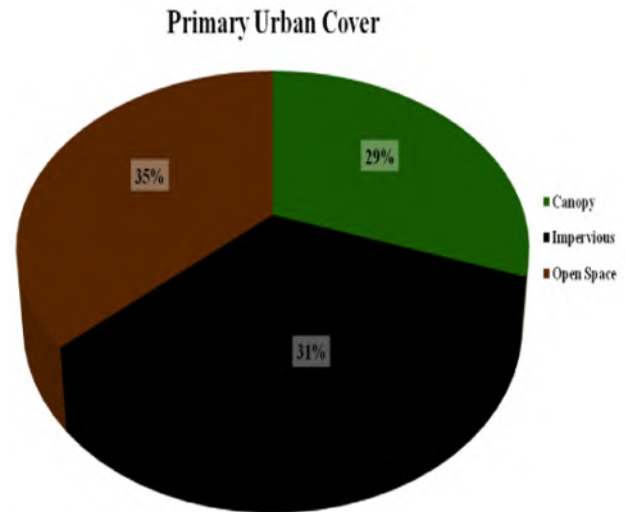
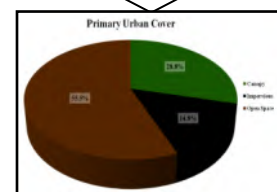


Figure 19: Example of GIS Analysis for an Individual Parcel: Analysis can be done on desired scale. Data and all support materials for analysis provided to City of Pensacola for future analysis.



Attribute	Value
Owner	City of Pensacola
Land use	Park
Acres	16
Tree Canopy	28.8%
Impervious	14.8%
Open Space	55.5%



Additional evaluations were then performed based on objectives determined by the Environmental Advisory Board and City Staff. Evaluations included the gateway corridors (Figure 12) for potential improvement to shade and aesthetics. Additional evaluations include watersheds (Figure 17), riparian corridors and aquatic buffers (table 6) lacking adequate canopy coverage for water quality improvement and wildlife habitat utilization.

The lowest percent canopy coverage was found in the Downtown & Bayou Chico Watershed with 19.4% and 21.7% respectively. Downtown Watershed at 3,700 acres has a large commercial corridor with an overall average of 39% impervious areas with over 1,000 acres of open space. This area has the lowest tree density value with the highest impervious cover percentage for all four watersheds. The City has 121 acres of open space. However, many of these areas have been recently planted. Additional planting areas may become available with retrofit or stormwater improvement projects. Bayou Chico is a 303(d) listed impaired waterbody and represents the smallest watershed within the study area. Bayou Chico has 279 acres of open space, but only 7 acres are in City ownership.

Bayou Texar Watershed, the largest of the 4 watersheds experienced the greatest percentage of tree loss post Hurricane Ivan. The watershed has an average of 29% impervious with 32% tree canopy coverage. Analyzing a 100 foot aquatic buffer, the canopy percentage was 42.3% with over 54 acres of open space. Adequate planting spaces are afforded in this watershed. However, with over 2,000 acres of potential planting area in this watershed, only 206 acres are on City owned property. Planting in the commercial corridor of 9th Avenue and Bayou Boulevard should be considered. This area has a high percentage of impervious cover with a low percent canopy cover. Increasing the canopy and reducing impervious cover space in this high use area would not only increase aesthetic appeal but directly benefit citizens walking or waiting for a bus by reducing ambient air temperatures and providing shade during the summer.

At the request of the Environmental Advisory Board, an analysis was performed on the aquatic buffers for Maggie's Ditch, Carpenter's Creek, Graveyard Branch, Pensacola Bay, Bayou Texar and Bayou Chico. Analysis included a 100 foot buffer and a 200 foot buffer. Pensacola Bay had the least percent canopy coverage with 11.5% within the 100 foot buffer followed by Bayou Chico at 18.4% and Bayou Texar at 42.3%. The City owned property on Pensacola Bay Bluff shows opportunities to plant native vegetation in open spaces. Maintaining the appropriate native vegetative is an important component in natural areas management to reduce storm damage and prevent infiltration of exotic plants and trees.

Shading of streets has been shown to have several benefits including extending the life span of pavement, slowing traffic, reducing heat island effect, and aiding in an overall sense of well being (McPherson et al. 2005). At the request of City Staff, a comprehensive land cover value analysis was performed on Gateway Corridors within the City of Pensacola. The gateway corridor streets with less than 2% canopy coverage include East & West Cervantes Street, North & South Pace Blvd, North Palafox Street, South 9th Avenue and West Main Street. Estimated tree canopy in City owned right-of-way (ROW) is 17.9%, with an additional 10.8% in State owned ROW. With over 800 acres of ROW in City

ownership, increasing canopy coverage in these areas would contribute to the overall tree canopy. The comprehensive GIS mapping and metric data has been provided to City GIS staff.

6.5 Forest Canopy Goals

Many communities measure their canopy success by setting a numerical target for their urban tree canopy percentage. A popular standard set by American Forest in is 40% with 50% of total coverage on residential property. Many communities exceed this number while other communities do not have the available planting space to reach this goal. The estimated average in the United States is 27% in urban areas and 33% in metropolitan areas. (Dwyer et al. 2000).

Table F-1. USDA, Urban Watershed Forestry Watershed Manual, July 2005

Table F-1. Forest Canopy Goals for Metropolitan Areas	
Source	Forest Canopy Goal (% cover)
American Forests (2003)	40*
Nowak and O'Connor (2001)	30
USDA Forest Service (1993)	50

As of 2013, the City of Pensacola has an overall tree canopy of 29%. The City has significant areas of open space to substantially increase canopy percentages in right-of-ways and on City owned properties (over 1,000 acres potential planting space). As discussed, not all open or potential planting space should be planted. Significant aesthetic and environmental increases can come from properly planting the right tree in the right space and allowing enough space for each tree to reach maturity. Planting in Pensacola is especially important, with over 50 % of Pensacola's existing tree canopy comprised of short lived and exotic trees including laurel oak, water oak, popcorn and cherry laurel trees. (Escobedo et al. 2009)

Figure 20: City of Pensacola Projected Tree Canopy

The majority of canopy increase projected over the next 20 years will come from existing trees. Based on the geomean of trend canopy data collected, Pensacola's tree canopy has historically grown at a 1% rate annually. Projecting growth is highly subjective with many variables that cannot be accounted for including

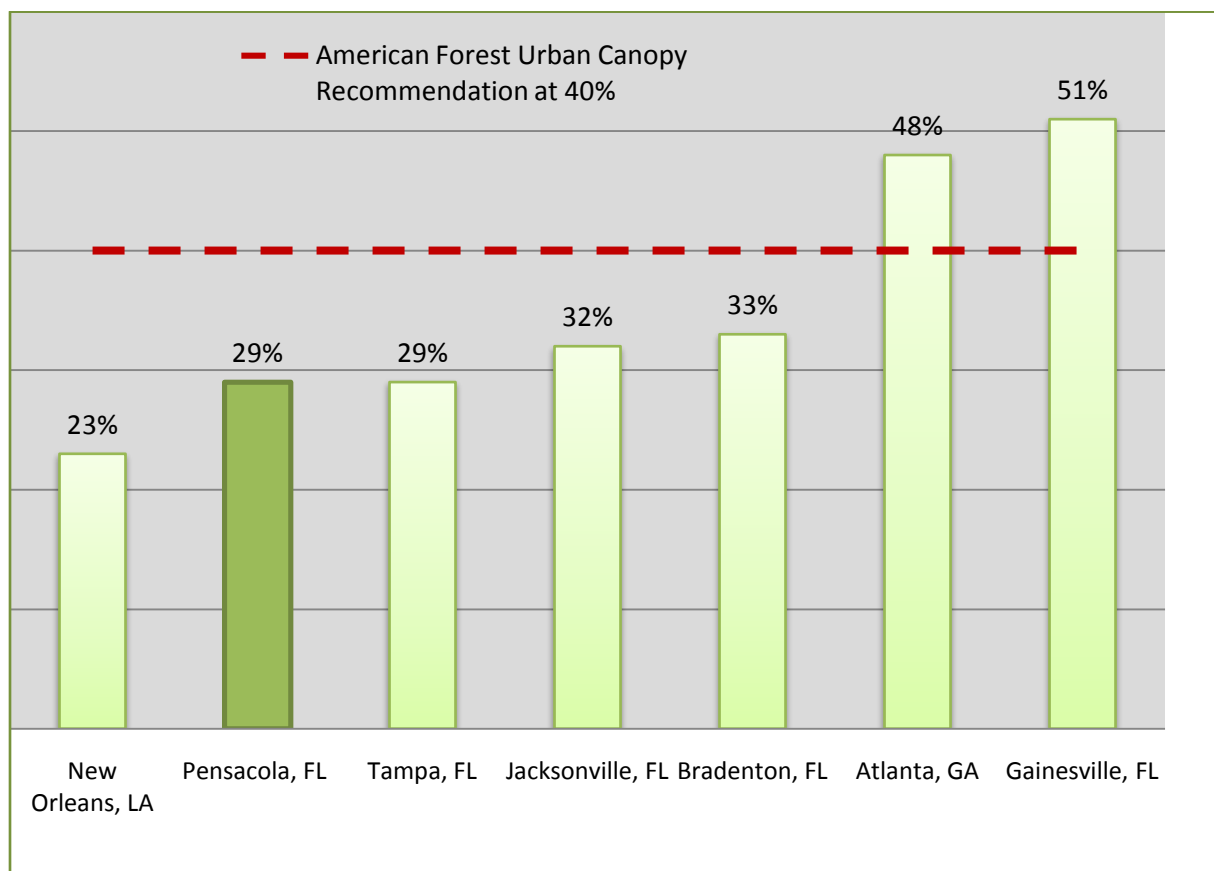
PLANTING 150 TREES/YEAR	CANOPY	TOTAL ACRES
2013	29.2%	4,228
2015	30.1%	4,290
2020	32.0%	4,634
2025	34.2%	4,940
2030	36.4%	5,267
2035	38.8%	5,474

mortality, development, storm events, land use policy changes, and historic planting projects. Trees with a long life expectancy and high storm resiliency should be provided extra protection and maintenance. As an example, the southern live oak has an average life span of 350 years and represents

only 5 percent of existing trees in Pensacola. However, this historically significant tree is almost 30% of the overall canopy. (Escobedo et al. 2009).

The urban tree canopy is a dynamic living resource. Maintaining this resource requires constant inputs including new plantings, maintenance and removal of dead and diseased material. A healthy urban tree canopy brings associated increases in urban tree canopy benefits (Galvin, 2006). These benefits include improving water quality, lowering ambient temperatures, saving energy, reducing noise and air pollution, increasing neighborhood desirability and quality of life, enhancing property values, providing wildlife habitat and providing aesthetic benefits.

Figure 21. Comparison of City of Pensacola Tree Canopy with Other Cities.



7.0 Recommendations

7.1. Optimizing Tree Canopy through Planting

1. **Establish measurement of success and set planting priorities.** All plantings should follow American National Standard-ANSI A300 Standard Practices for Tree Care Operations.
2. **Planting the easy areas first.** The easy areas are public owned spaces needing no or limited modifications to the site including adequate soil type and volume for minimum inputs after establishment. The easier locations have the greater chance of successful trees at a lower price. (Urban, J. 2008).
3. **Expand street tree planting by designing space for trees.** Incorporate tree species, soil properties, soil volume and drainage in initial design. Tree size is directly related to planting space, no matter the tree species. Share rooting space in continuous planting strips like in a road median. Connect tree pits to lawn area to share planting space in commercial landscape.
4. **Encourage planting on residential property** through education and street tree planting programs placing priority on neighborhoods willing to provide supplemental early tree care. Target and encourage “right tree right place” plantings in areas with lower canopy densities (Figure 7).
5. **Maintain natural areas with appropriate native species** through restoration plantings and removal of exotic invasive plants.

7.2 Optimizing Canopy through Maintenance and Species Diversity

6. **Conduct rotational tree assessments** addressing maintenance, planting and removal. All tree care maintenance should follow American National Standard ANSI A300 for tree care. Improving tree structure will increase wind resistance (Duryea et al. 2000) and reduce tree risk.
7. **Maintain a tree database** with tree inventory to promote tree structure improvements, mitigate risk and report maintenance concerns.
8. **Tree maintenance personnel** should have a reasonable understanding of indicators that determine risk factors affecting the health and structure of the trees.
9. **Selecting the right tree for space** and making the space right for the tree. Species should be selected by their ability to perform the desired functions and aesthetic contributions to the design. Long-term maintenance and resources for establishment period should be factored into design.
10. **Increase species diversity**, plant species that have longer average life spans and medium to high wind resistance. If possible work with local and regional nurseries to grow unique and desirable tree species not commercially available.
11. **Foster a tree education program** providing city residents with information about tree preservation policies, the benefits trees provide, and the importance of tree canopy.

7.3 Site Recommendations

Plant public owned spaces needing no or limited modifications first. The easier locations have the greater chance of successful tree establishment at a lower price. (Urban, J 2008). Listed parks have a low percent canopy with adequate space to support canopy trees with minimum maintenance after establishment. Recently planted parks including Maritime Park and Plaza De Luna have been excluded from the list. When scheduling planting projects consider removing and replacing over-mature and diseased trees (i.e. Mallory Height and Woodland Heights). The comprehensive Parks list with Urban Cover Values is in Appendix A.

Table 8: City of Pensacola Parks Listed by Watershed and Tree Coverage Value: Listed parks have less than 31% tree coverage. Recently planted parks have been excluded from the list.

DOWNTOWN WATERSHED			
PARK NAME	Percent Tree	Total Acres	Potential Planting Acres
LIONS PARK	0.40%	2.54	1.02
TERRY WAYNE EAST PARK	0.80%	2.1	0.44
MORRIS COURT PARK	1.50%	2.39	0.02
FRICKER RESOURCE CENTER	1.50%	2.39	0.02
E.S. COBB RESOURCE CENTER	4.5%	1.51	1.17
LEGION FIELD	4.60%	8.59	5.49
KIWANIS PARK	6.80%	2.34	1.2
ARMSTRONG PARK	8.30%	2.12	1.94
MALCOLM YONGE GYM	20.70%	1.37	0.85
CORINNE JONES PARK	25.1%	4.06	2.98
CORDOVA SQUARE	27.20%	2.43	1.76
BARTRAM PARK	30.20%	2.81	1.34

PENSACOLA BAY & BAYOU CHICO WATERSHED			
PARK NAME	Percent Tree	Total Acres	Open Acres
MAGEE FIELD	1.60	4.58	1.36
SCENIC HEIGHTS PARK	3.80	3.72	2.42
ALLEN PARK	7.4	1.92	1.77
BILL GREGORY PARK	17.90	7.85	3.79

Table 8: City of Pensacola Parks Listed by Watershed and Tree Coverage Value (cont.)

BAYOU TEXAR WATERSHED			
PARK NAME	Percent Tree Canopy	Total Acres	Open Acres
CATALONIA SQUARE	0.00%	2.45	1.01
PINTADO PARK	9.90%	3.72	2.59
H.K. MATTHEWS PARK	13.40%	2.52	2.14
OPERTO SQUARE	14.80%	2.44	2.06
SEMMES	15.20%	1.94	1.64
PARKER CIRCLE	15.80%	6.15	4.28
MALLORY HEIGHTS	18.00%	3.4	1.65
ZAMORA SQUARE	19.10%	2.37	1.48
MIRALLA PARK	23.50%	4.31	2.26
ANDALUSIA SQUARE	23.50%	2.45	1.86
ESTRAMADURA	23.70%	2.43	1.84
GRANADA SQUARE	25.00%	2.33	1.72
MIRAFLORES PARK	25.60%	2.54	1.83
SPRINGDALE PARK	26.90%	5	2.65
BAYVIEW PARK	28.80%	28.92	16.05
TOLEDO SQUARE	29.20%	2.37	1.65
MALLORY HEIGHTS	31.10%	5.99	1.53
WOODLAND HEIGHTS	31.20%	2.62	1.58

Expand Street Tree Planting

- Incorporate tree species, soil volume and drainage in the initial street design. Tree size is directly related to planting space, no matter the tree species.
- Target street tree planting projects in residential areas where residents agree to aide in establishing the tree. For easier establishment, plan planting project during winter months.

Planting Gateway Corridors

- Incorporate space for trees into initial design in new construction, redevelopment and retrofit projects.
- Project construction plans should show specific and enforceable requirements for vegetative plantings.

Table 9: Gateway Corridor Planting Areas Listed from Least to Highest Tree Canopy Percent

GATEWAY CORRIDOR PLANTING				
STREET NAME	Acres	Existing Canopy	Impervious Cover	Open Space
N Pace Blvd	6.20	0.3%	81.8%	18.1%
N Palafox St	9.16	0.6%	75.6%	24.1%
S Pace Blvd	8.16	0.7%	76.3%	20.5%
W Cervantes St	16.99	1.2%	85.6%	13.8%
S 9th Ave	7.73	1.8%	70.2%	28.9%
W Main St	16.09	2.0%	65.5%	17.8%
E Cervantes St	22.47	2.0%	76.7%	21.4%
E Fairfield Dr	39.03	3.6%	52.3%	44.3%
Barrancas Ave	25.16	3.8%	50.1%	25.5%
Bay Front Pkwy	26.13	4.6%	42.3%	49.4%
W Navy Blvd	23.16	5.3%	52.3%	39.5%
W Garden St	22.84	5.4%	68.3%	26.8%
E Garden St	5.88	6.4%	66.3%	27.6%
N 9th Ave	68.93	7.9%	62.8%	31.5%
S Palafox St	15.14	8.0%	62.7%	31.6%
Langley Ave	25.65	8.1%	53.8%	38.9%
Creighton Rd	20.26	13.1%	78.8%	40.3%
Summit Blvd	32.91	15.1%	49.5%	38.6%
N 12th Ave	48.20	16.1%	51.9%	34.3%
S 12th Ave	4.15	16.4%	44.0%	42.3%
S 17th Ave	6.18	20.6%	46.1%	32.3%
N 17th Ave	14.83	23.8%	42.7%	37.9%
Scenic Hwy	64.43	26.6%	37.6%	36.1%

Street Tree Planting Design

- Design should include plant quality, species, size, installation procedures, water requirements, any soil amendments, placement and type of mulch. Warranty period and maintenance (if applicable) should be clearly stated with specific criteria on tree replacement. There is direct ratio between mature tree size and available soil space.
- Planting distance from hardscape depends on species. Allow room for stabilizing trunk

expansion. Use root barriers if necessary to protect hardscape.

- Provide adequate soil volume while matching species to the site. Tree size is directly related to planting space, no matter the tree species.
- When space is available, plant larger species. Larger species provide a significantly greater value to the community. (Appendix D)

Incorporate Tree Design to Aide in Mitigating Stormwater Runoff.

- Use structural soil and pavement structural support systems. Structural soils are highly porous and engineered aggregate mixes designed to support tree growth and serve as sub-base for pavement. Structural soils are typically composed of 70% to 80% angular gravel and 20% to 30% clay loam soil and a small amount of hydrogel (~3%) to prevent separation during mixing. Structural soils have 20% to 25% void space which supports root growth and accommodates stormwater runoff. These soils can be compacted to meet load bearing requirements for sidewalks or roadways while preserving porosity and permeability.
- Interconnecting stormwater storage systems can reduce peak flows and reduce overall volume of runoff. Consult engineers and landscape architects for design of connecting these contiguous areas with other green and grey infrastructure. Consult and municipal arborist for choosing tree species and other plantings that will perform well for the given system design.
- Bioswales can be used to retain stormwater over multiple sites rather than collecting runoff at one centralized location.
- Trees and structural soils combined can create a zero runoff site. (Day, S. D., and Dickinson (eds.) 2008). A stormwater engineer can determine the quantity of water that the system will need and whether to link systems and use overflow piping. Municipal Arborists, Urban Foresters and other qualified plant professionals should be consulted during the design process for choosing tree species and other plantings that will perform well for the given system design.

7.3 Tree Placement and Installation

The installation of plants in appropriate locations is essential to their long-term survival. Locations should match mature plant size to available soil volume and other conditions for growth. Provide appropriate separation from lights, signs, utilities and hardscapes including pavement, sidewalks and structures.

Minimum Tree Spacing

Each new tree should be planted allowing for expansion of trunk and stabilizing root plate. Planting should be at center of a minimum pervious rooting area clear of obstructions to allow growth to maturity. Unless root barriers or other site modifications are used, minimum recommended distances are as follows:

- Understory Tree: planted no closer than 4 feet from an existing hardscape or 8 feet from another understory tree.
- Canopy Tree: planted no closer than 8 feet from a hardscape or 15 feet from another canopy tree.
- Consider planting trees in groups with alternating centers. Group planting can improve the trees wind resistance, reduce competing vegetation through shading, and reduce mowing zones.

Installation

- Grade recommendation is Florida Grade#1 or better according to “Grades and Standards for Nursery Plants” by Florida Department of Agricultural and Consumer Services (Appendix B)
- For planting Ball & Burlap trees, remove all synthetic material and cut basket 6” below shoulder of root ball before back filling
- For future stability of the tree, avoid planting any trees that have circling roots.
- Backfill tree planting hole with appropriate native soil. Construction backfill or heavy clay soil should not be used.
- Thoroughly water tree immediately after planting. Apply water by hose directly to the root ball and the adjacent soil
- Water regime should be applied at rate to allow infiltration directly onto the root ball.
- Stake appropriately only if necessary. All staking materials should be removed no later than one year.
- No mulch should be placed next to trunk and only lightly over root ball until established.

Planting Detail: By Edward Gilman, Department of Horticulture University of Florida

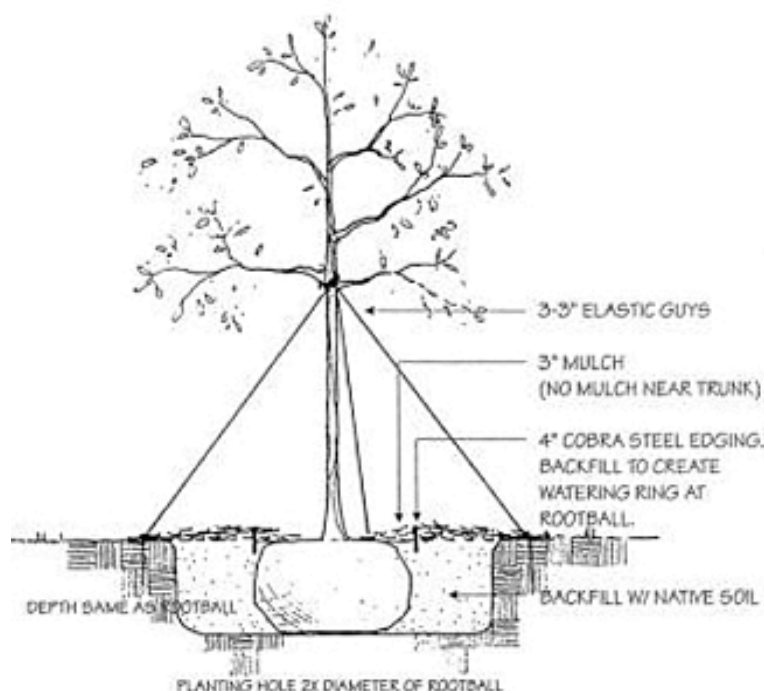


Figure 22: Recommended Irrigation Schedule, University of Florida

Irrigation Regimen for Tree Establishment		
Size of Nursery Stock	Irrigation for Vigor	Irrigation for Survival
< 2 inch caliper	Daily for 2 weeks; every other day for 2 months; weekly until established	Twice weekly for 2-3 months
2-4 inch caliper	Daily for 1 month; every other day for 3 months; weekly until established.	Twice weekly for 3-4 months
➤ 4 inch caliper	Daily for 6 weeks; every other day for 5 months; weekly until established	Twice weekly for 4-5 months
Apply 2-3 gallons per inch trunk caliper over the root ball only.		

Soil Volume

Soil Volume should be appropriate for species to reach maturity. Trees will only grow as large as the space allows, no matter what the species.

Figure 23: Soil Volume to Tree Growth Calculations

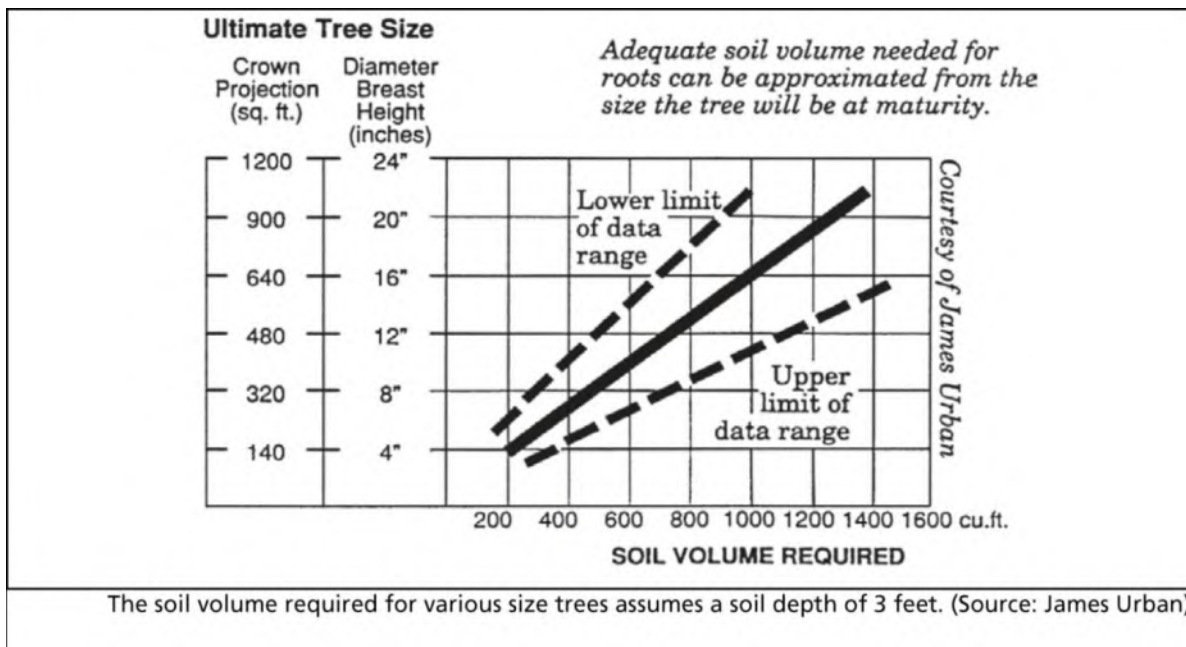


Figure 24: Recommended Canopy Species for Parks

NATIVE CANOPY SPECIES APPROPRIATE FOR CITY PARKS PLANTING More than 25 feet at maturity		
Common Name Scientific Name	Deciduous/ Evergreen	Use Considerations
River birch <i>Betula nigra</i>	deciduous	med drought tolerance, med-high wind resistance, low salt tolerance, suitable for wet sites
Green Ash <i>Fraxinus pennsylvanica</i>	deciduous	Tolerates wet conditions, Good for shaded areas, med-low wind resistance
Eastern red cedar <i>Juniperus virginiana</i>	evergreen	high drought tolerance susceptible to breakage, good for screening
Sweet gum <i>Liquidambar styraciflua</i>	deciduous	med drought tolerance med-high wind resistance, 1-3" round fruit in fall, not for use close to hardscapes
Southern magnolia <i>Magnolia grandiflora</i>	evergreen	med drought tolerance, high wind resistance high salt tolerance
Eastern hophornbean <i>Ostrya virginiana</i>	evergreen	high drought tolerance, med-high wind resistance low-no salt tolerance
Sycamore <i>Plantanus occidentalis</i>	deciduous	high drought tolerance med-low wind resistance urban tolerant
White oak <i>Quercus alba</i>	deciduous	med-high drought tolerance, med-high wind resistance, high salt tolerance
Southern red oak <i>Quercus falcata</i>	deciduous	high drought tolerance, low wind resistance med salt tolerance
Overcup oak <i>Quercus lyrata</i>	deciduous	med drought tolerance, breakage resistant low-no salt tolerance
Nuttall oak <i>Quercus nuttallii</i>	deciduous	med drought tolerance breakage resistant low-no salt tolerance, urban tolerant
Shumard oak <i>Quercus shumardii</i>	deciduous	high drought tolerance breakage resistant med salt tolerance, urban tolerant
Live oak <i>Quercus virginiana</i>	evergreen	high drought tolerance, high wind resistance high salt tolerance, urban tolerant
Pond cypress <i>Taxodium ascendens</i>	deciduous	high drought tolerance, high wind resistance med salt tolerance, ideal for wet locations
Bald cypress <i>Taxodium distichum</i>	deciduous	high drought tolerance, high wind resistance low-no med salt tolerance, urban tolerant
Winged elm <i>Ulmus alata</i>	deciduous	high drought tolerance med-high wind resistance, med salt tolerance, urban tolerant
American elm <i>Ulmus americana</i>	deciduous	high drought tolerance, med-low wind resistance, sensitive to pests/diseases urban tolerant

NATIVE UNDERSTORY TREES APPROPRIATE FOR CITY PARKS PLANTING
Less than 25 feet at maturity

Common name Scientific Name	Deciduous/ Evergreen	Use Considerations
Red buckeye <i>Aesculus pavia</i>	deciduous	med drought tolerance breakage resistant med salt tolerance, shade-part shade
American hornbeam <i>Carpinus caroliniana</i>	deciduous	med drought tolerance, med-high wind resistance, no salt tolerance
Eastern redbud <i>Cercis canadensis</i>	deciduous	high drought tolerance, med-high wind resistance, no salt tolerance
Fringe tree <i>Chionanthus virginicus</i>	deciduous	med drought tolerance, med-high wind resistance, no salt tolerance
Loquat <i>Eriobotrya japonica</i>	evergreen	med drought tolerance, med-low wind resistance, urban tolerant, fruit can be messy, wildlife value
Dahoon holly <i>Ilex cassine</i>	evergreen	med drought tolerance, high wind resistance med salt tolerance, urban tolerant, wildlife value
Yaupon holly <i>Ilex vomitoria</i>	evergreen	high drought tolerance, high wind resistance, high salt tolerance, urban tolerant, wildlife value
Star Anise <i>Illicium</i>	evergreen	med drought tolerance, low-no salt tolerance, tolerates wet or dry sites
Waxmyrtle <i>Myrica cerifera</i>	evergreen	native med drought tolerance, med-low wind resistance high salt tolerance
Sparkleberry <i>Vaccinium arboreum</i>	deciduous	high wind resistance, wildlife value

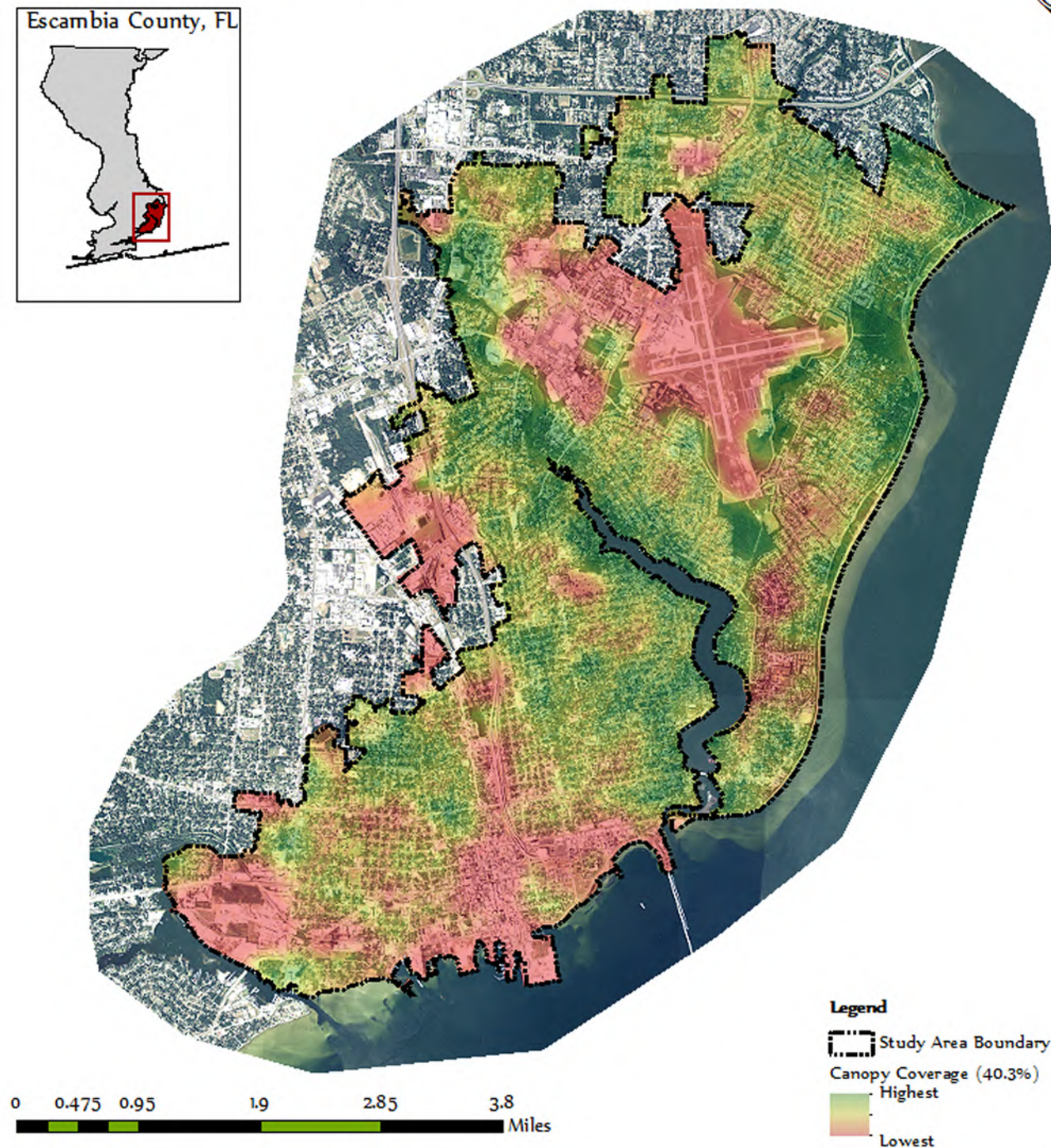
CITY PROPERTY WITHIN 100 FEET OF MEDIAN HIGH WATER

Water Body	Acres	Canopy	Impervious	Open Space
Pensacola Bay	156.37	21.2%	30.9%	39.2%
Bayou Texar	59.59	33.1%	13.2%	53.3%
Bayou Chico	.22	51.5%	0.0%	39.0%
Carpenters Creek	10.59	41.8%	1.1%	4.7%
Other Streams	8.22	67.5%	.4%	25.9%
Graveyard Branch	.33	48.5%	0.0%	5.1%

8.0 References

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1994 City of Pensacola Canopy Distribution



*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 01/94.

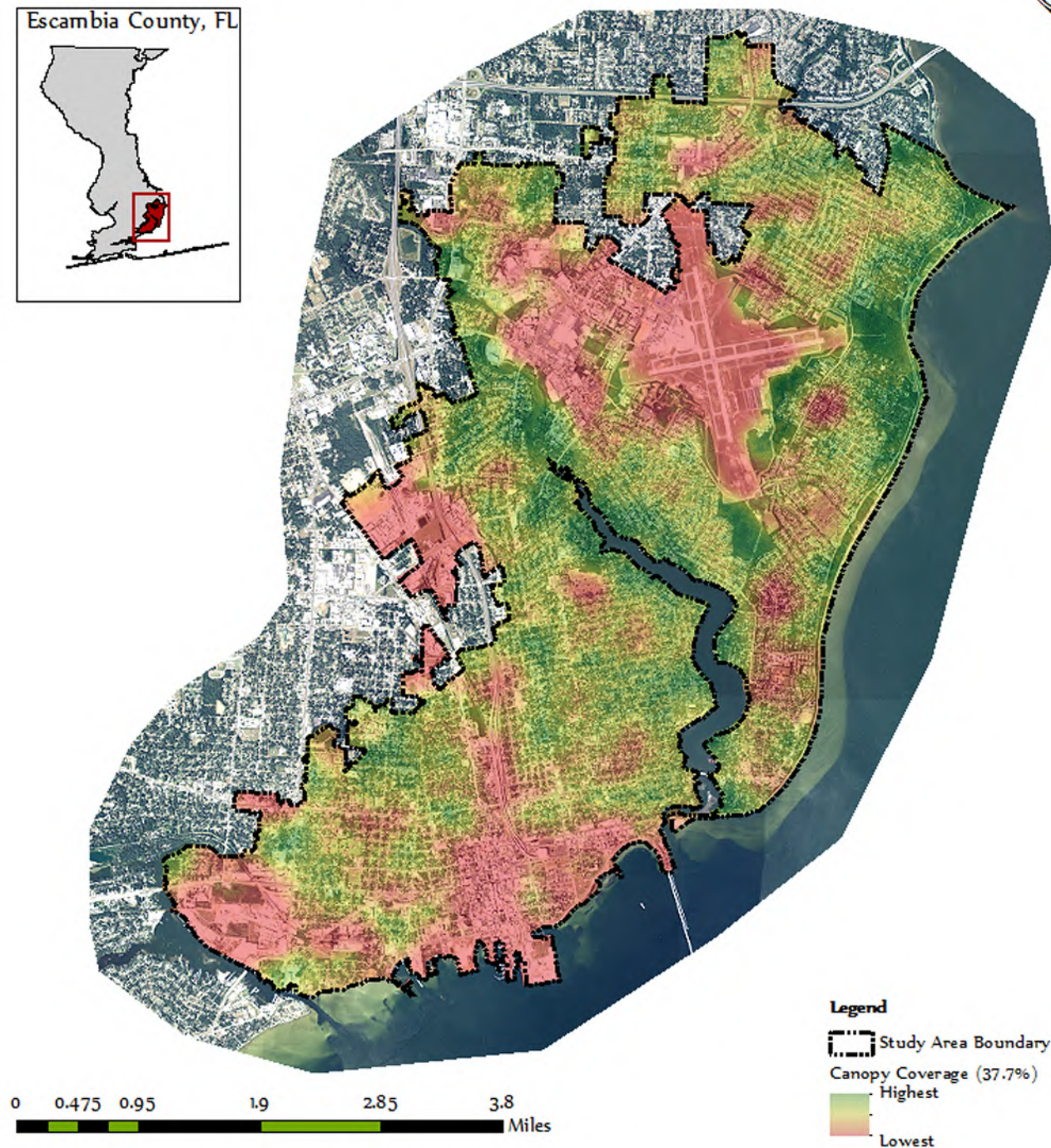


Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola

1999 City of Pensacola Canopy Distribution



*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 01/99.

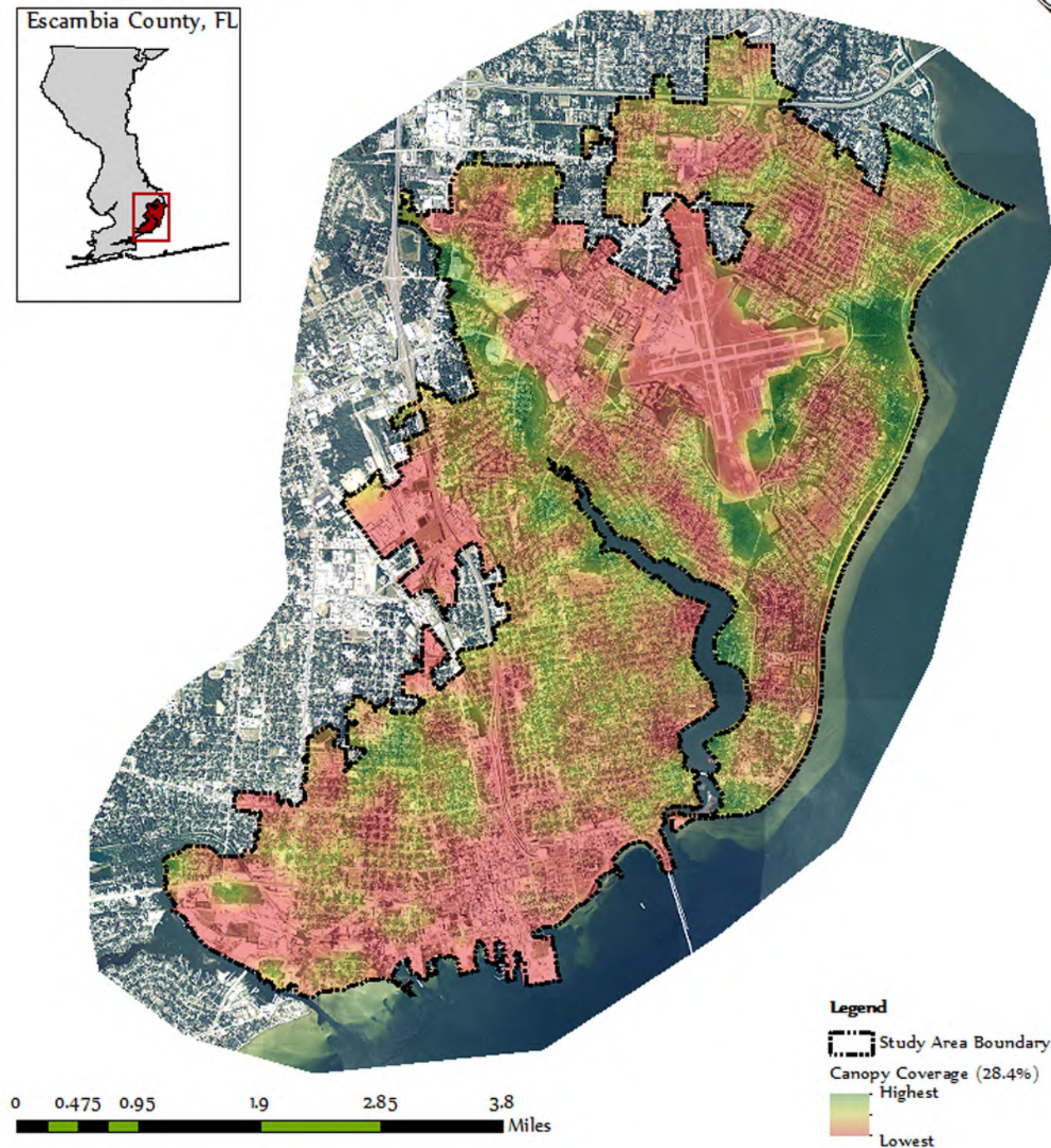


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Data Sources: Escambia County, DOT, USDA, City of Pensacola

2004 City of Pensacola Canopy Distribution



Legend

- Study Area Boundary
- Canopy Coverage (28.4%)
- Highest
- Lowest

*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 12/04.

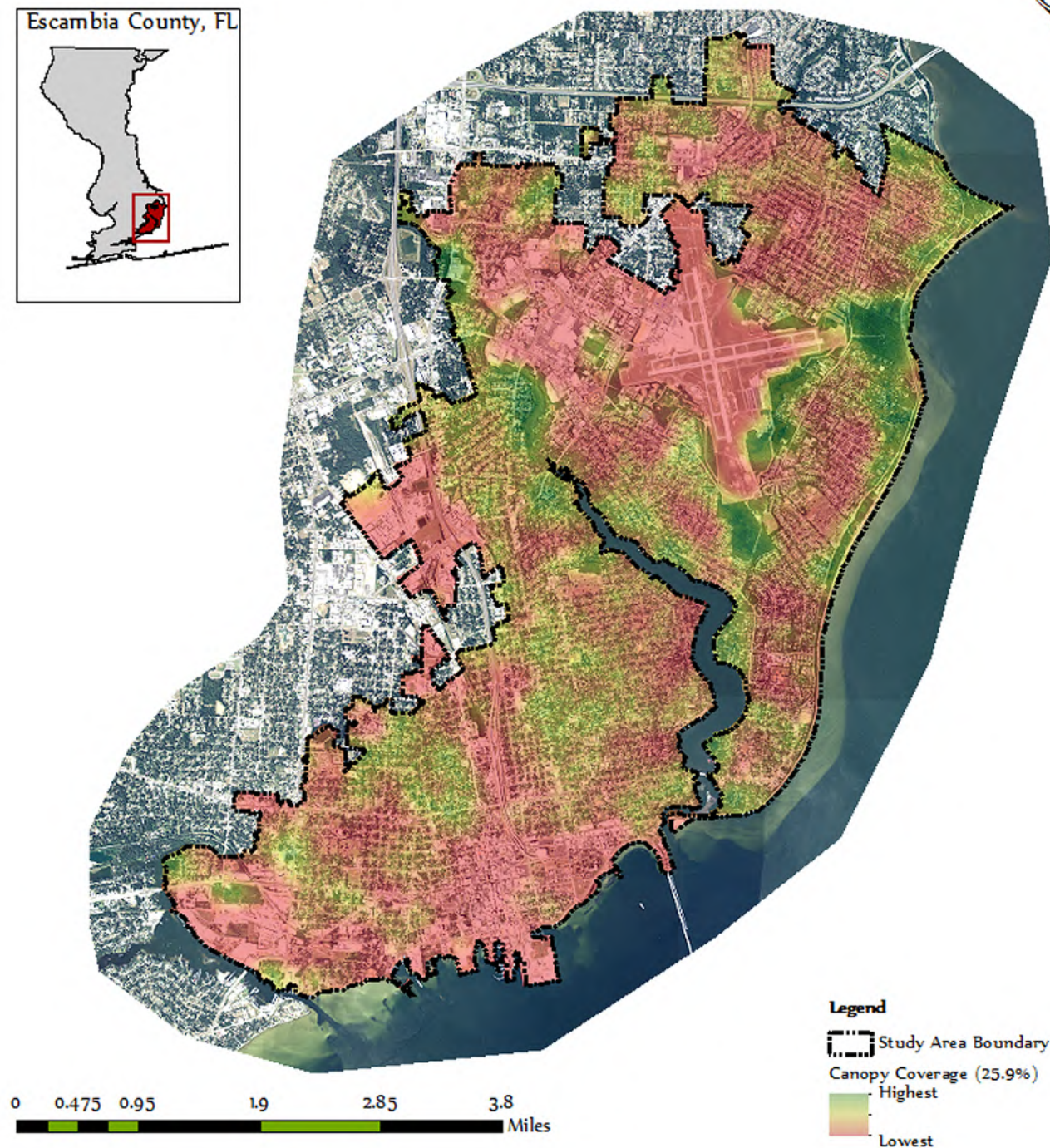


Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola

2007 City of Pensacola Canopy Distribution



Legend

- Study Area Boundary
- Canopy Coverage (25.9%)
- Highest
- Lowest

*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 04/07.

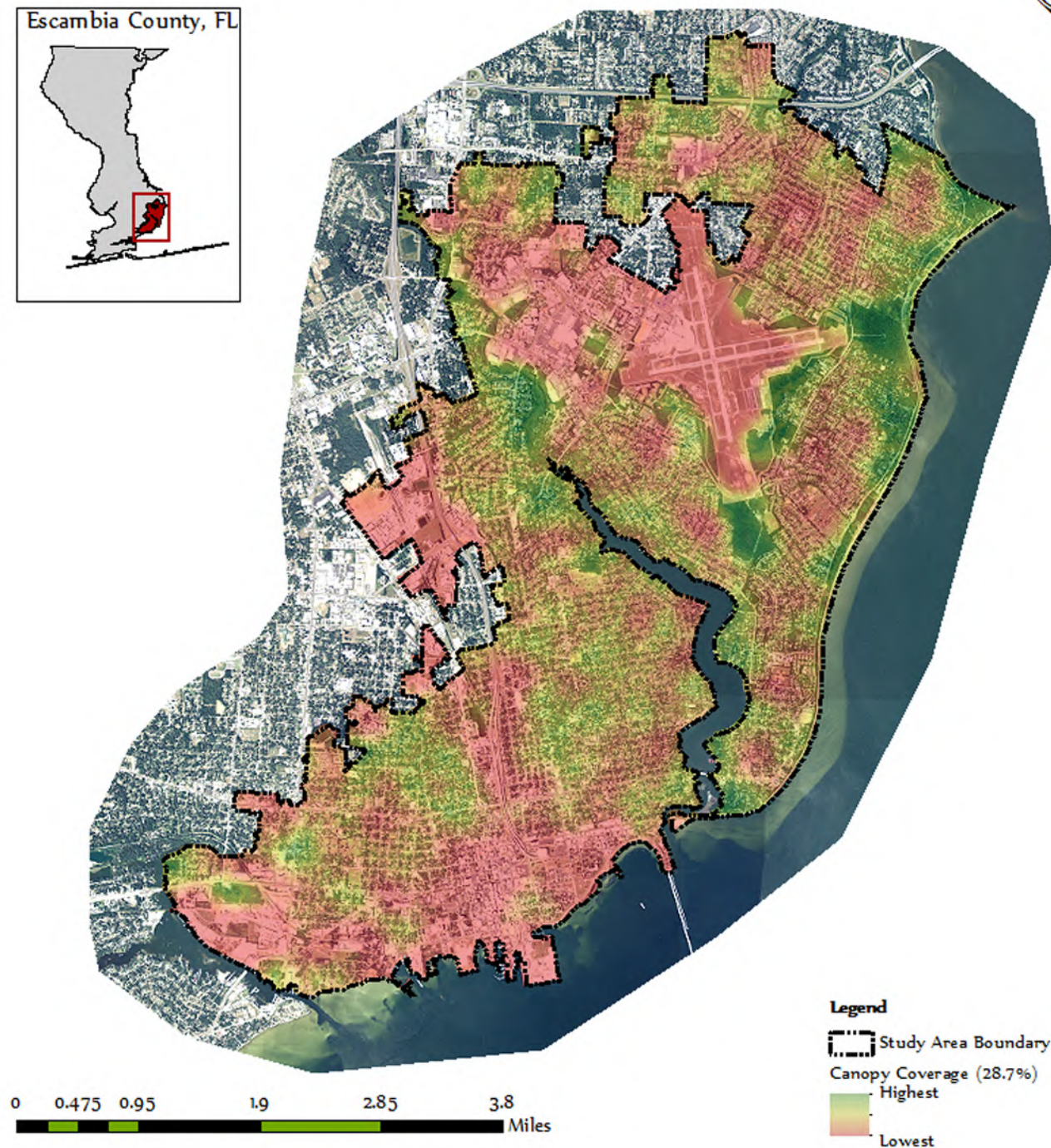


Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola

2010 City of Pensacola Canopy Distribution



Legend

- Study Area Boundary
- Canopy Coverage (28.7%)
- Highest
- Lowest

*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 01/10.

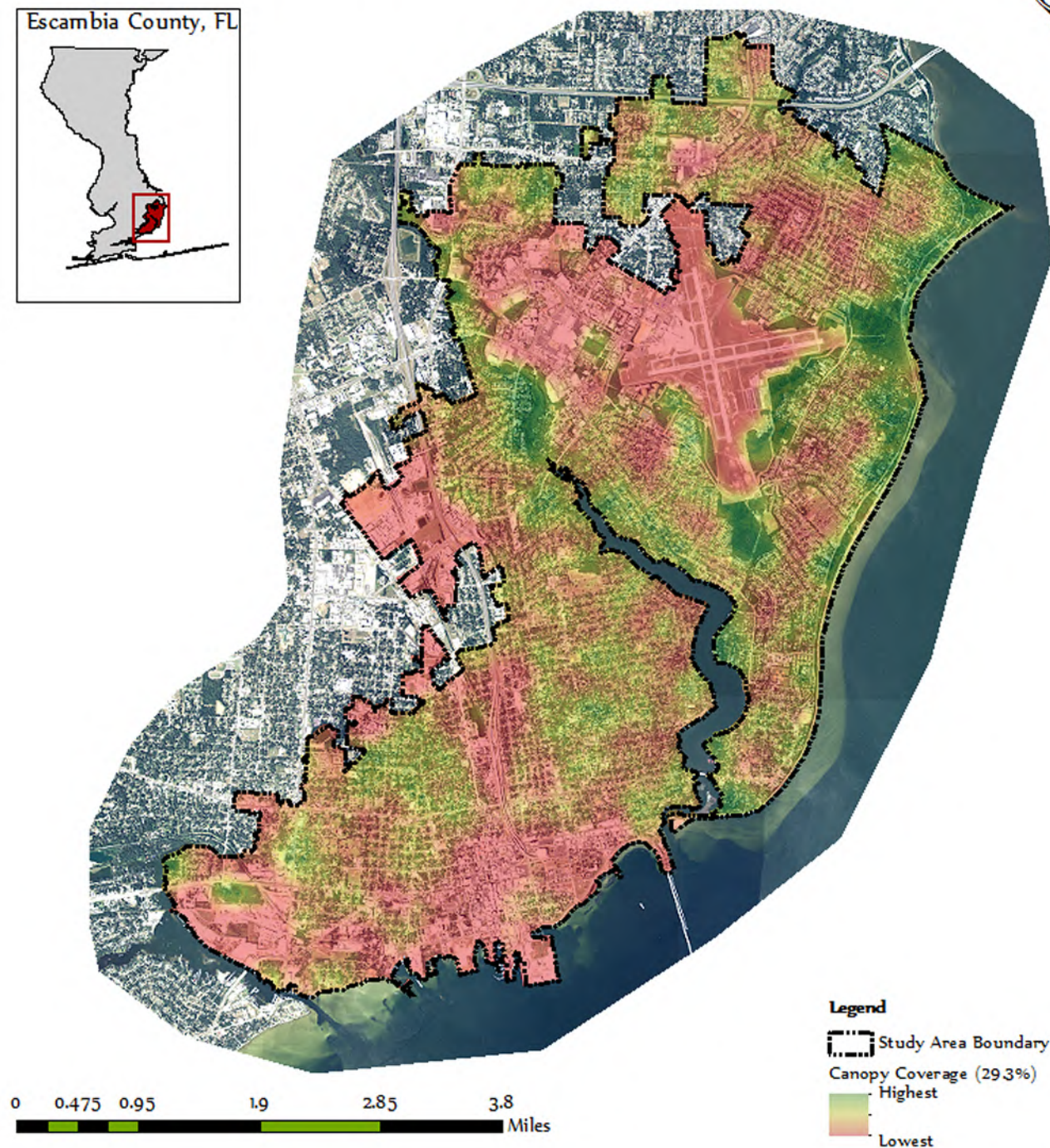


Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola

2013 City of Pensacola Canopy Distribution



*Canopy coverage map generated through a kriging interpolation function of 6,515 random sample points visually classified with aerial orthophotos taken on 03/13.



Map created 1/16/2014

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Data Sources: Escambia County, DOT, USDA, City of Pensacola

<u>Area of Interest</u>	<u>Canopy</u>	<u>Impervious</u>	<u>Open Space</u>	<u>Total Acres</u>	<u>Canopy Acres</u>	<u>Impervious Acres</u>	<u>Open Acres</u>
Study Area (City Limits)	29.2%	30.7%	35.0%	14462.21	4228.17	4444.31	5056.17
Pensacola Bay Watershed	37.8%	23.6%	34.4%	3022.84	1142.03	712.79	1039.06
Bayou Texar Watershed	31.6%	28.7%	32.5%	6955.66	2197.65	1994.42	2262.93
Downtown Watershed	19.4%	39.3%	39.6%	3726.47	722.96	1463.39	1475.43
Bayou Chico Watershed	21.7%	35.8%	36.8%	757.18	164.15	271.30	278.75
City Owned Pensacola Bay Watershed	49.2%	9.4%	18.0%	475.67	233.86	44.77	85.41
City Owned Bayou Texar Watershed	22.0%	22.3%	15.2%	1357.84	299.25	303.02	206.37
City Owned Downtown Watershed	10.7%	32.6%	44.5%	273.40	29.37	89.13	121.53
City Owned Bayou Chico Watershed	18.9%	12.4%	51.2%	12.81	2.42	1.59	6.56
South Delineation	18.6%	39.8%	39.2%	2711.49	503.62	1077.90	1061.82
Central Delineation	30.2%	30.6%	38.9%	4122.11	1243.71	1263.31	1604.55
North Delineation	32.4%	27.5%	31.2%	7634.93	2476.22	2099.19	2381.76
DOR Residential Land Use	42.2%	20.0%	38.6%	6095.54	2572.10	1216.42	2355.66
DOR Commercial Land Use	19.2%	47.7%	32.6%	1868.40	359.12	891.06	609.50
DOR Industrial Land Use	8.1%	60.2%	27.2%	291.90	23.69	175.71	79.39
DOR Institutional Land Use	21.1%	30.7%	47.9%	558.17	117.86	171.21	267.46
DOR Government Land Use	25.4%	21.6%	22.2%	2185.60	554.15	472.22	485.76
DOR Other Land Use	17.8%	26.4%	32.0%	424.73	75.65	112.24	136.09
City Owned Property	26.6%	20.7%	19.8%	2119.71	564.90	438.51	419.87
City Owned Property (excluding runway)	42.2%	16.7%	31.4%	1337.48	564.90	223.00	419.87
City Owned Parks	38.5%	3.0%	45.4%	273.35	105.33	8.31	124.05
City Owned Schools	10.2%	35.1%	56.9%	0.18	0.02	0.06	0.10
Non-City Govt. Owned Property	14.5%	34.9%	43.6%	664.79	96.71	232.06	289.70
Non-City Govt. Owned Parks	45.3%	2.2%	37.0%	37.34	16.90	0.84	13.83
Non-City Govt. Owned Schools	10.2%	40.2%	41.9%	351.14	35.80	141.12	147.25
Public Property (City & Non-City Govt.)	23.8%	24.1%	25.5%	2784.51	661.61	670.56	709.57
Private Commercial Property	19.0%	49.7%	31.0%	1653.81	315.01	822.25	513.03
Private Residential Property	42.3%	20.1%	38.5%	6004.23	2542.38	1205.27	2310.09
Maggie's Ditch 50ft. Aquatic Buffer	56.5%	3.6%	25.1%	3.84	2.17	0.14	0.96
Capenters Creek 50ft. Aquatic Buffer	79.8%	3.1%	10.7%	68.18	54.40	2.12	7.33
Other Streams 50ft. Aquatic Buffer	80.6%	2.8%	8.1%	3.59	2.90	0.10	0.29

Graveyard Branch 50ft. Aquatic Buffer	74.7%	0.2%	4.9%	4.89	3.65	0.01	0.24
Maggie's Ditch 100ft. Aquatic Buffer	42.6%	8.0%	31.8%	7.95	3.39	0.64	2.53
Capenters Creek 100ft. Aquatic Buffer	74.2%	5.4%	13.3%	112.09	83.15	6.11	14.88
Other Streams 100ft. Aquatic Buffer	80.6%	4.0%	8.7%	7.34	5.92	0.29	0.64
Graveyard Branch 100ft. Aquatic Buffer	70.8%	5.3%	11.0%	10.23	7.24	0.54	1.12
Pensacola Bay 100ft. Aquatic Buffer	11.5%	16.8%	44.1%	167.02	19.22	28.05	73.64
Bayou Texar 100ft. Aquatic Buffer	42.3%	6.0%	46.9%	115.74	48.99	6.98	54.30
Bayou Chico 100ft. Aquatic Buffer	18.4%	38.6%	38.6%	30.79	5.65	11.90	11.88
Maggie's Ditch 200ft. Aquatic Buffer	33.6%	15.2%	36.2%	16.94	5.69	2.57	6.14
Capenters Creek 200ft. Aquatic Buffer	63.4%	12.4%	17.6%	192.47	121.97	23.93	33.90
Other Streams 200ft. Aquatic Buffer	75.4%	5.1%	12.8%	15.35	11.57	0.79	1.97
Graveyard Branch 200ft. Aquatic Buffer	59.2%	13.0%	20.9%	21.69	12.85	2.81	4.54
State Right of Way	10.8%	56.7%	33.0%	556.83	60.00	315.98	183.58
City Right of Way	17.9%	46.6%	38.9%	2274.57	407.21	1060.79	884.81
Gateway Right of Way	10.4%	56.5%	33.6%	522.15	54.07	295.18	175.46
Barrancas Ave Gateway Right of Way	3.8%	50.1%	25.5%	25.16	0.94	12.61	6.41
Bay Front Pkwy Gateway Right of Way	4.6%	42.3%	49.4%	26.13	1.20	11.07	12.91
Creighton Rd Gateway Right of Way	13.1%	78.8%	40.3%	20.26	2.64	15.96	8.16
E Cervantes St Gateway Right of Way	2.0%	76.7%	21.4%	22.47	0.46	17.24	4.81
E Fairfield Dr Gateway Right of Way	3.6%	52.3%	44.3%	39.03	1.41	20.43	17.30
E Garden St Gateway Right of Way	6.4%	66.3%	27.6%	5.88	0.38	3.90	1.62
Langley Ave Gateway Right of Way	8.1%	53.8%	38.9%	25.65	2.09	13.81	9.98
N 12th Ave Gateway Right of Way	16.1%	51.9%	34.3%	48.20	7.74	25.00	16.51
N 17th Ave Gateway Right of Way	23.8%	42.7%	37.9%	14.83	3.53	6.33	5.62
N 9th Ave Gateway Right of Way	7.9%	62.8%	31.5%	68.93	5.45	43.30	21.73
N Pace Blvd Gateway Right of Way	0.3%	81.8%	18.1%	6.20	0.02	5.08	1.13
N Palafox St Gateway Right of Way	0.6%	75.6%	24.1%	9.16	0.05	6.92	2.21
S 12th Ave Gateway Right of Way	16.4%	44.0%	42.3%	4.15	0.68	1.83	1.76
S 17th Ave Gateway Right of Way	20.6%	46.1%	32.3%	6.18	1.27	2.85	1.99
S 9th Ave Gateway Right of Way	1.8%	70.2%	28.9%	7.73	0.14	5.43	2.23
S Pace Blvd Gateway Right of Way	0.7%	76.3%	20.5%	8.16	0.06	6.23	1.67
S Palafox St Gateway Right of Way	8.0%	62.7%	31.6%	15.14	1.21	9.50	4.78
Scenic Hwy Gateway Right of Way	26.6%	37.6%	36.1%	64.43	17.14	24.25	23.29

Summit Blvd Gateway Right of Way	15.1%	49.5%	38.6%	32.91	4.98	16.29	12.71
W Cervantes St Gateway Right of Way	1.2%	85.6%	13.8%	16.99	0.20	14.54	2.34
W Garden St Gateway Right of Way	5.4%	68.3%	26.8%	22.84	1.23	15.60	6.12
W Main St Gateway Right of Way	2.0%	65.5%	17.8%	16.09	0.32	10.54	2.87
W Navy Blvd Gateway Right of Way	5.3%	52.3%	39.5%	23.16	1.23	12.11	9.15
50ft. City Property Barrancas Ave	0.0%	0.0%	100.0%	0.06	0.00	0.00	0.06
50ft. City Property Bay Front Pkwy	11.9%	19.6%	60.4%	3.83	0.45	0.75	2.31
50ft. City Property Creighton Rd	26.2%	40.3%	36.8%	0.37	0.10	0.15	0.14
50ft. City Property E Cervantes St	34.8%	9.2%	58.7%	2.00	0.70	0.18	1.17
50ft. City Property E Garden St	2.5%	71.5%	27.4%	0.18	0.00	0.13	0.05
50ft. City Property Langley Ave	14.2%	8.4%	56.5%	5.83	0.83	0.49	3.29
50ft. City Property N 12th Ave	37.2%	9.1%	44.1%	8.35	3.10	0.76	3.68
50ft. City Property N 17th Ave	20.8%	0.0%	78.3%	0.61	0.13	0.00	0.48
50ft. City Property N 9th Ave	34.0%	16.0%	54.7%	0.73	0.25	0.12	0.40
50ft. City Property N Pace Blvd	0.0%	35.6%	64.4%	0.17	0.00	0.06	0.11
50ft. City Property N Palafox St	42.5%	0.2%	55.7%	0.69	0.29	0.00	0.38
50ft. City Property S 12th Ave	0.1%	12.9%	67.3%	0.32	0.00	0.04	0.21
50ft. City Property S 17th Ave	16.0%	16.6%	63.4%	1.37	0.22	0.23	0.87
50ft. City Property S 9th Ave	3.3%	17.4%	79.6%	1.49	0.05	0.26	1.19
50ft. City Property S Palafox St	38.0%	39.3%	23.8%	3.23	1.23	1.27	0.77
50ft. City Property Scenic Hwy	65.0%	4.6%	28.5%	13.02	8.46	0.60	3.71
50ft. City Property Summit Blvd	34.9%	5.1%	59.3%	9.06	3.16	0.46	5.37
50ft. City Property W Garden St	8.7%	57.3%	36.3%	0.22	0.02	0.13	0.08
50ft. City Property W Main St	5.5%	35.5%	56.2%	3.60	0.20	1.28	2.02
50ft. City Property W Navy Blvd	8.5%	48.7%	34.6%	0.83	0.07	0.40	0.29
Maggie's Ditch 100ft. City Property	N/A	N/A	N/A	0.00	0.00	0.00	0.00
Capenters Creek 100ft. City Property	41.8%	1.1%	4.7%	10.59	4.43	0.11	0.50
Other Streams 100ft. City Property	67.5%	0.4%	25.9%	8.22	5.55	0.03	2.13
Graveyard Branch 100ft. City Property	48.5%	0.0%	5.1%	0.33	0.16	0.00	0.02
Pensacola Bay 100ft. City Property	21.2%	30.9%	39.2%	156.37	33.10	48.36	61.31
Bayou Texar 100ft. City Property	33.1%	13.2%	53.3%	59.59	19.70	7.88	31.74
Bayou Chico 100ft. City Property	51.5%	0.0%	39.0%	0.22	0.11	0.00	0.09

Land Use	Acres	Canopy	Impervious	Open Space
Residential	6095.54	42.2%	20.0%	38.6%
Commercial	1868.40	19.2%	47.7%	32.6%
Industrial	291.90	8.1%	60.2%	27.2%
Institutional	558.17	21.1%	30.7%	47.9%
Government	2185.60	25.4%	21.6%	22.2%
Other	424.73	17.8%	26.4%	32.0%

Table 1: Current (2013) urban cover metrics for Department of Revenue land use types within the City of Pensacola.

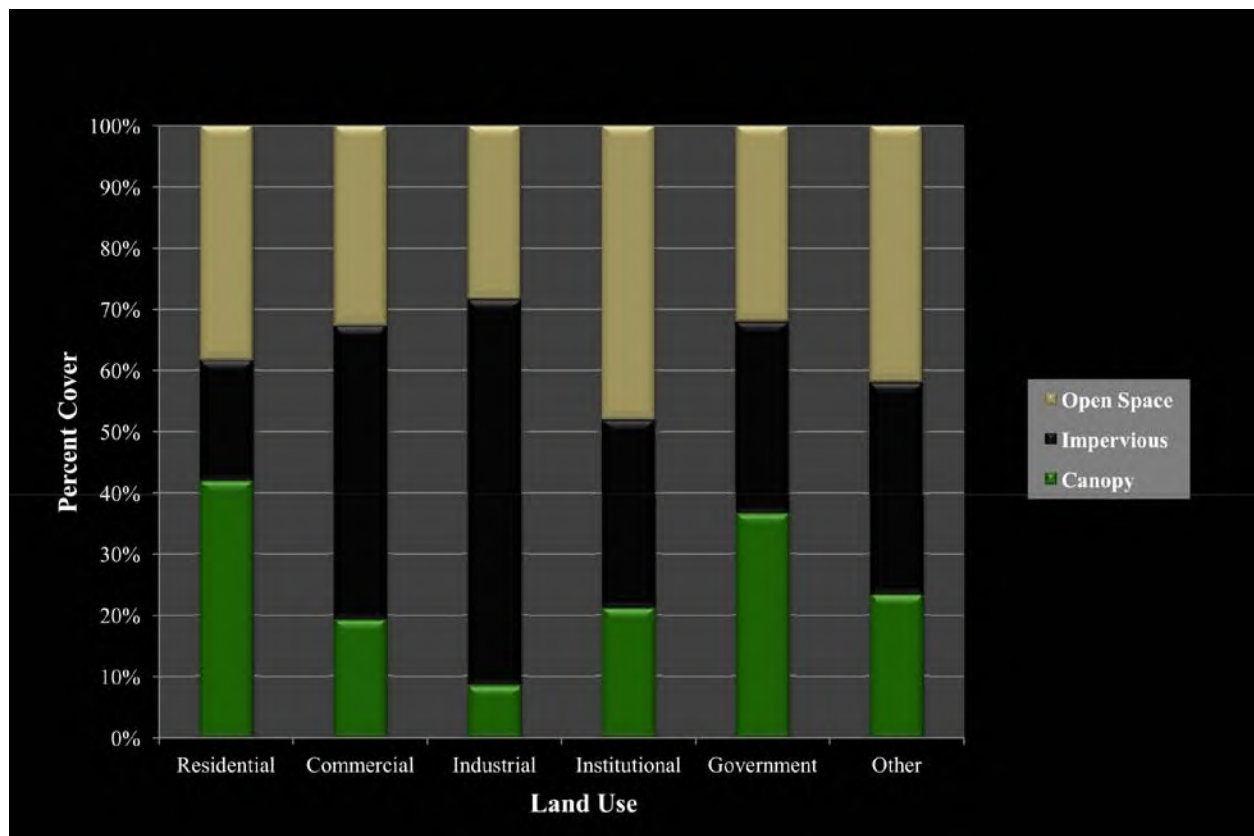


Figure 3: Visualizing Table 1 data, primary urban cover values are compared within each of the City of Pensacola's six land use types.

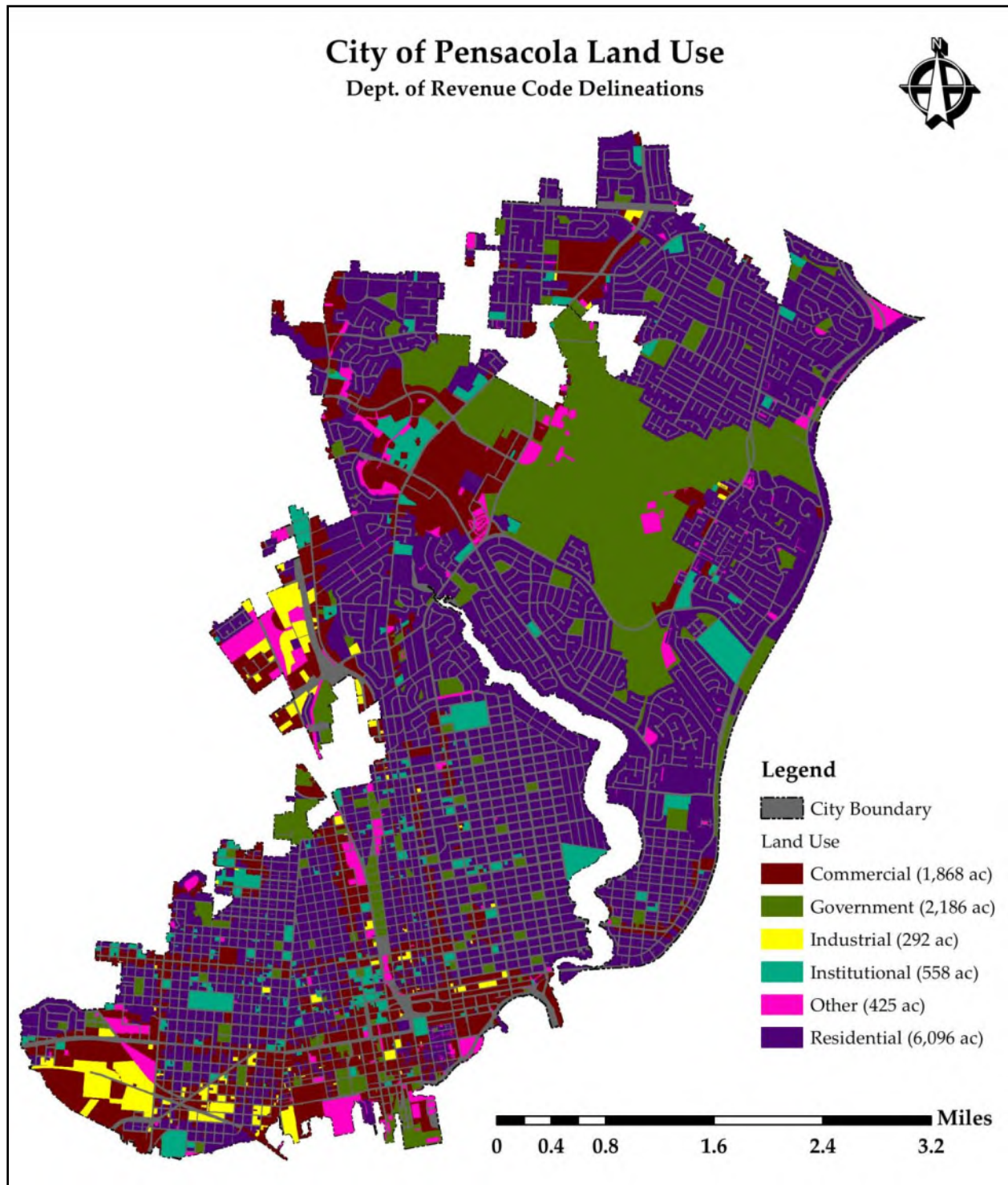


Figure 4: Map showing locations of the Department of Revenue's six land use type groupings within the City of Pensacola ("Misc." and "Non-Ag. Acreage" grouped together as "Other").

**2013 City of Pensacola Parks
Primary Urban Cover Values**

Page | 2

FRICKER RESOURCE CENTER	1.7%	36.9%	38.8%	2.08	0.03	0.77	0.81
GEORGIA SQUARE	34.1%	13.5%	56.4%	0.84	0.29	0.11	0.47
GRANADA SQUARE	25.0%	0.0%	73.9%	2.33	0.58	0.00	1.72
GRANADA SUBDIVISION PARK	42.8%	0.2%	54.8%	1.18	0.50	0.00	0.65
GREENWOOD PARK	55.2%	13.7%	30.8%	2.20	1.21	0.30	0.68
H.K. MATTHEWS PARK	13.4%	1.0%	85.2%	2.52	0.34	0.03	2.14
HENRY T. WYER PARK	41.7%	1.1%	55.1%	0.67	0.28	0.01	0.37
HIGHLAND TERRACE	33.3%	0.0%	65.1%	2.69	0.90	0.00	1.75
HITZMAN-OPTIMIST PARK	52.7%	6.8%	36.5%	11.95	6.30	0.81	4.36
HOLLICE T. WILLIAMS PARK	6.0%	41.5%	52.1%	25.38	1.51	10.52	13.23
KIWANIS PARK	6.8%	0.0%	51.2%	2.34	0.16	0.00	1.20
LAMANCHA SQUARE	36.8%	0.0%	62.3%	2.39	0.88	0.00	1.49
LAVALLET PARK	63.2%	0.0%	34.5%	3.78	2.39	0.00	1.30
LEE SQUARE	53.1%	13.9%	37.1%	1.77	0.94	0.24	0.66
LEGION FIELD	4.6%	2.7%	63.9%	8.59	0.40	0.23	5.49
LIONS PARK	0.4%	1.6%	40.3%	2.54	0.01	0.04	1.02
LONG HOLLOW PARK	28.7%	2.1%	68.4%	0.81	0.23	0.02	0.55
MAGEE FIELD	1.6%	13.7%	29.7%	4.58	0.07	0.62	1.36
MALAGA SQUARE	36.6%	0.0%	62.4%	2.39	0.87	0.00	1.49
MALCOLM YONGE GYM	20.7%	17.0%	61.6%	1.37	0.28	0.23	0.85
MALLORY HEIGHTS PARK #1	18.0%	0.0%	48.5%	3.40	0.61	0.00	1.65
MALLORY HEIGHTS PARK #2	31.1%	0.0%	25.6%	5.99	1.86	0.00	1.53
MALLORY HEIGHTS PARK #3	68.5%	0.0%	18.3%	16.96	11.62	0.00	3.10
MARITIME PARK	0.4%	36.5%	31.9%	40.87	0.17	14.91	13.02
MIRAFLORES PARK	25.6%	1.8%	72.0%	2.54	0.65	0.05	1.83
MIRALLA PARK	23.5%	0.1%	52.5%	4.31	1.01	0.00	2.26
MIRANDA SQUARE	41.3%	14.9%	44.4%	0.84	0.35	0.13	0.38
MORRIS COURT PARK	1.5%	4.4%	0.7%	2.39	0.03	0.11	0.02
OPERTO SQUARE	14.8%	0.0%	84.7%	2.44	0.36	0.00	2.06
PARKER CIRCLE NEIGHBORHOOD PARK	15.8%	0.0%	69.5%	6.15	0.97	0.00	4.28
PINEGLADES PARK	47.9%	6.9%	44.4%	1.49	0.72	0.10	0.66
PINTADO PARK	9.9%	0.0%	69.5%	3.72	0.37	0.00	2.59
PLAZA DE LUNA	0.6%	85.5%	13.9%	2.34	0.01	2.00	0.32
PLAZA FERDINAND VII	52.2%	0.0%	45.1%	1.63	0.85	0.00	0.74
ROGER SCOTT ATHLETIC COMPLEX	29.8%	16.9%	35.4%	46.99	13.98	7.95	16.64
SANDERS BEACH PARK	9.4%	39.2%	48.0%	5.28	0.50	2.07	2.53
SCENIC HEIGHTS PARK	3.8%	0.0%	65.1%	3.72	0.14	0.00	2.42
SEMMES	15.2%	0.0%	84.3%	1.94	0.30	0.00	1.64
SEVILLE SQUARE	49.9%	0.0%	46.5%	1.73	0.87	0.00	0.81
SPRINGDALE PARK	26.9%	0.0%	53.1%	5.00	1.35	0.00	2.65
TERRY WAYNE EAST PARK	0.8%	0.8%	21.2%	2.10	0.02	0.02	0.44
TIERRA VERDE PARK	36.6%	0.0%	62.2%	1.17	0.43	0.00	0.73

**2013 City of Pensacola Parks
Primary Urban Cover Values**

TIPPIN PARK	38.9%	0.0%	38.5%	2.98	1.16	0.00	1.15
TOLEDO SQUARE	29.2%	0.0%	69.8%	2.37	0.69	0.00	1.65
VICTORY PARK 1	15.2%	0.0%	82.9%	0.15	0.02	0.00	0.12
VICTORY PARK 2	18.6%	6.9%	74.1%	0.24	0.04	0.02	0.17
WAYSIDE PARK EAST	7.2%	13.1%	29.5%	18.14	1.30	2.37	5.34
WAYSIDE PARK WEST	8.9%	0.0%	90.9%	3.20	0.28	0.00	2.91
WOODCLIFF PARK	45.0%	0.1%	50.5%	4.63	2.08	0.00	2.34
WOODLAND HEIGHTS PARK (W. E. MCNEALY SR.)	31.2%	7.9%	60.5%	2.62	0.82	0.21	1.58
ZAMORA SQUARE	19.1%	0.0%	62.6%	2.37	0.45	0.00	1.48

Data Type	Acres	Canopy	Impervious	Open Space	Total Acres
City Property	2119.71	26.6%	20.7%	19.8%	2119.71
City Parks	273.35	38.5%	3.0%	45.4%	273.35
City Schools	0.18	10.2%	35.1%	56.9%	0.18
Other Govt. Property	664.79	14.5%	34.9%	43.6%	664.79
Other Govt. Parks	37.34	45.3%	2.2%	37.0%	37.34
Other Govt. Schools	351.14	10.2%	40.2%	41.9%	351.14

Table 3: Current (2013) urban cover metrics for city and other government owned land within the City of Pensacola.

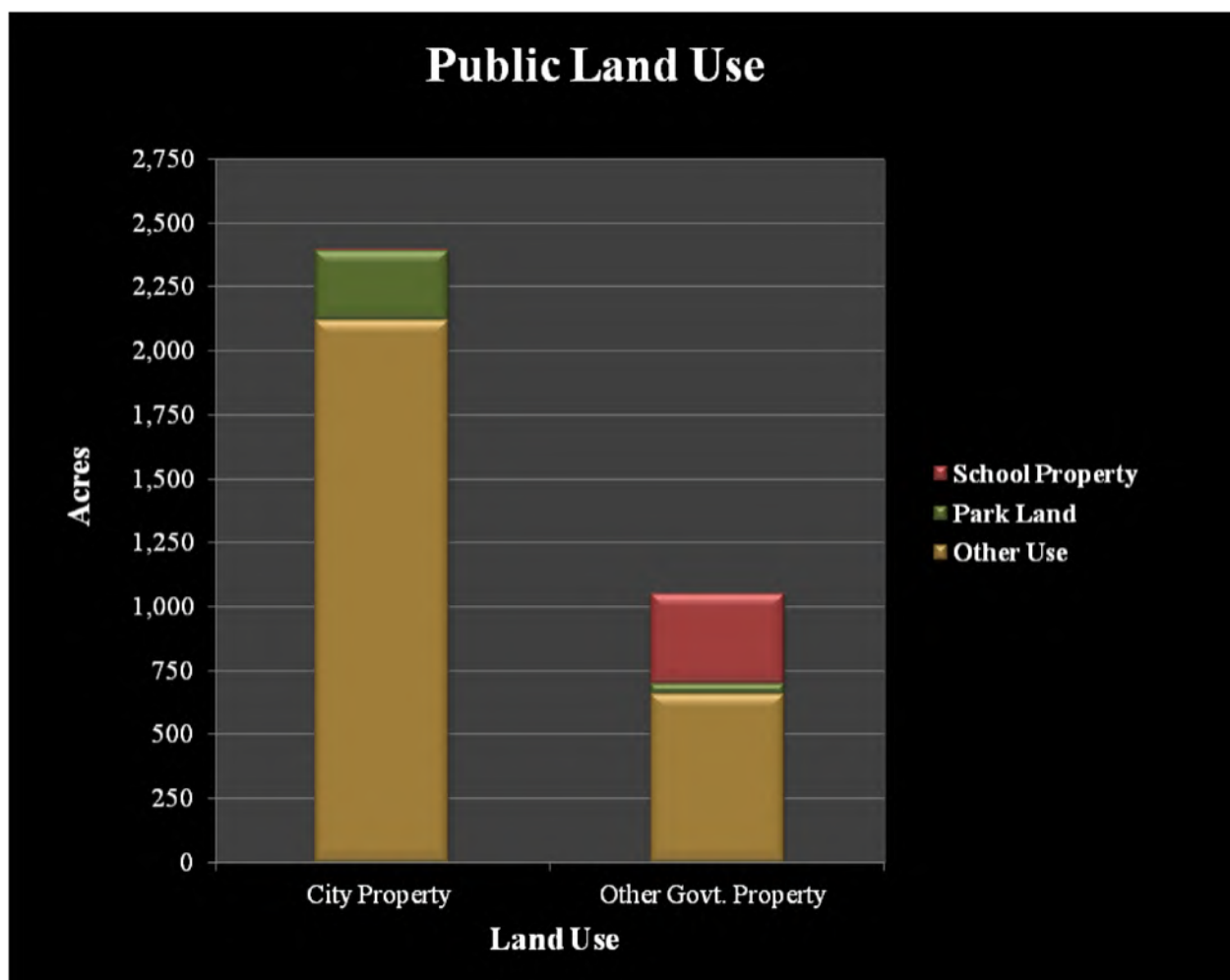


Figure 6: Comparison of acres/owner and primary use types between city and other government owned land.

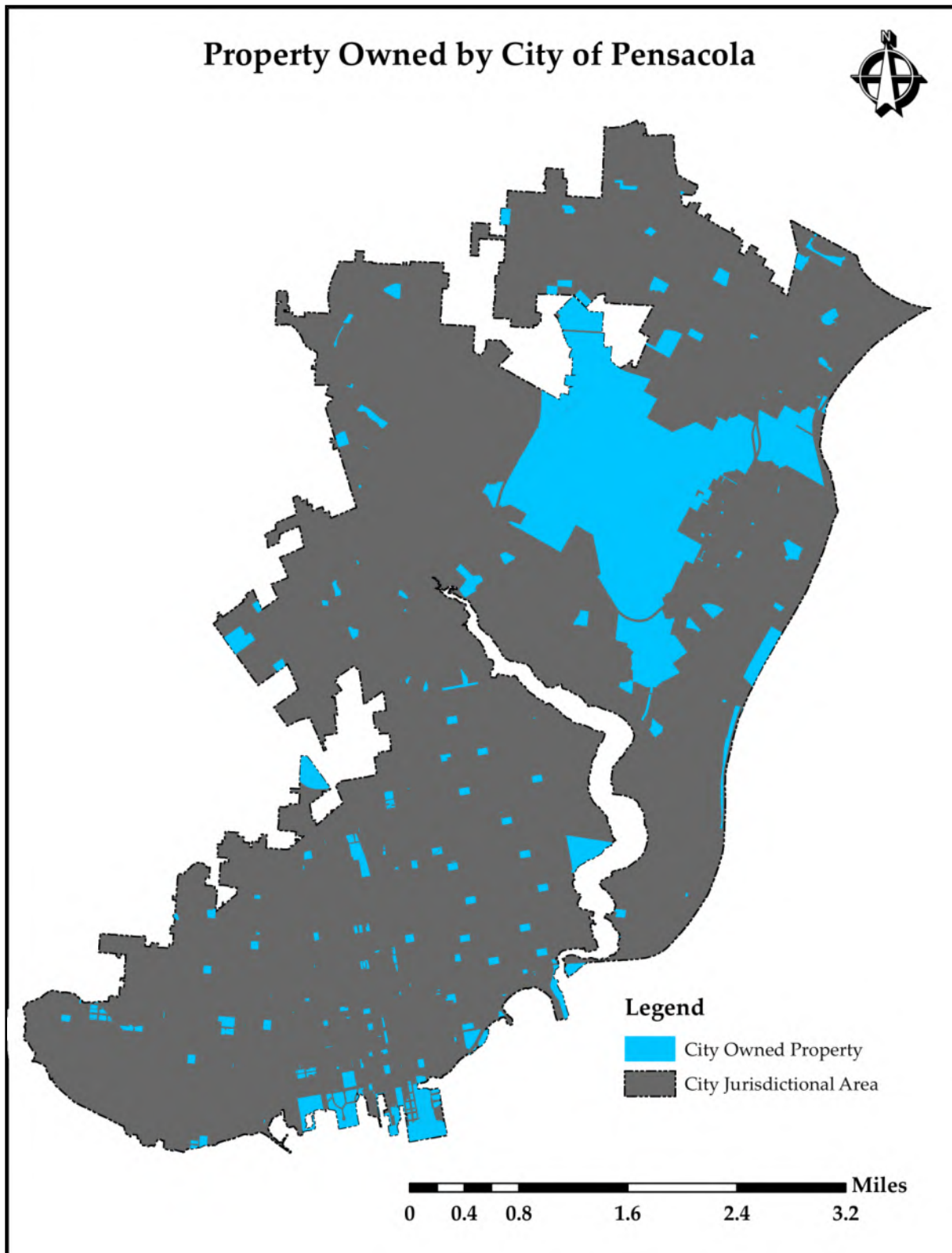
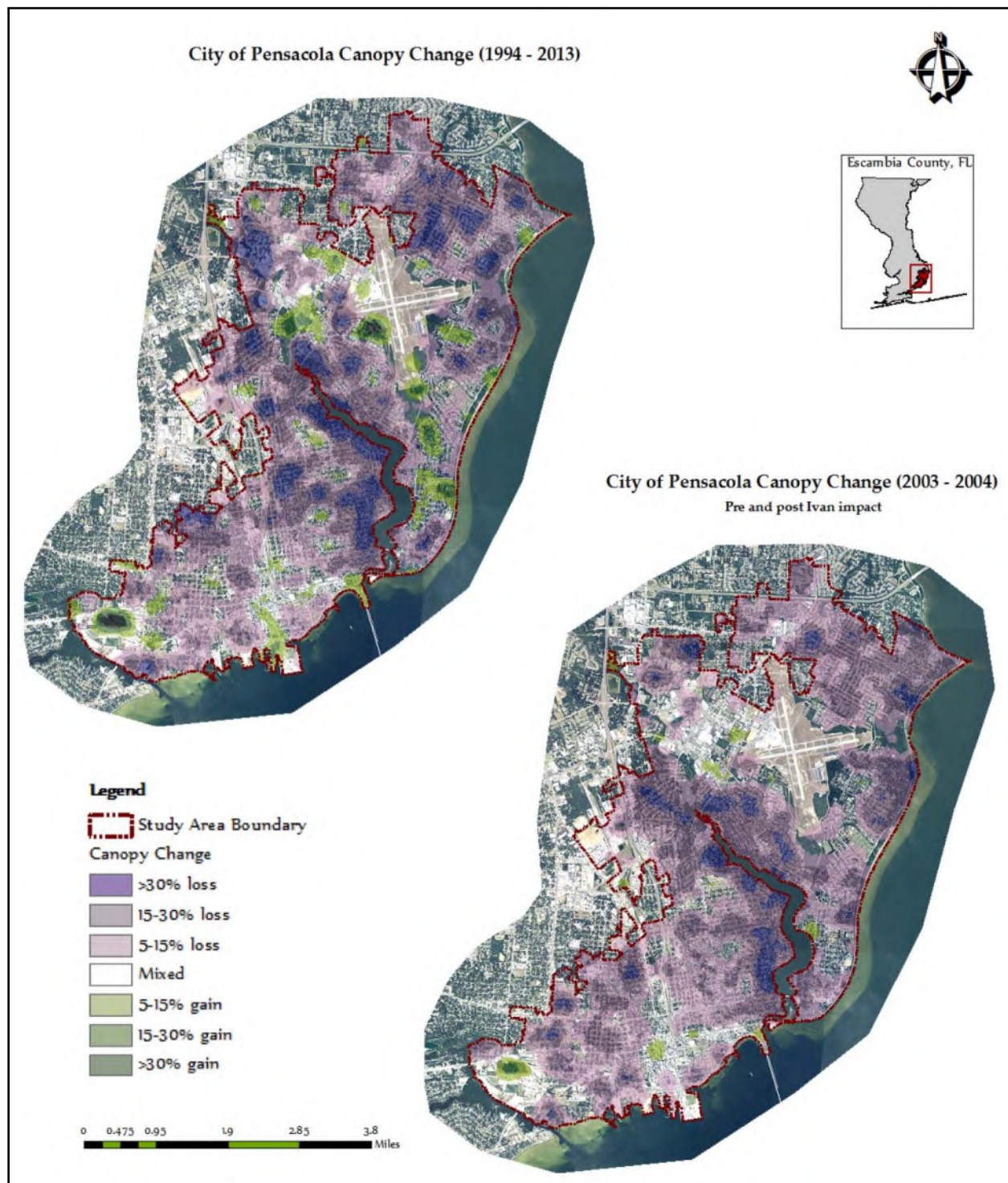


Figure 7: Location of city owned property within city jurisdictional area.



Hurricane Ivan related (2003-2004) canopy impacts. Relative changes in canopy coverage are visualized and can be quantified within general areas of interest such as Bayou Texar where extreme losses are apparent as a direct result from Hurricane Ivan.

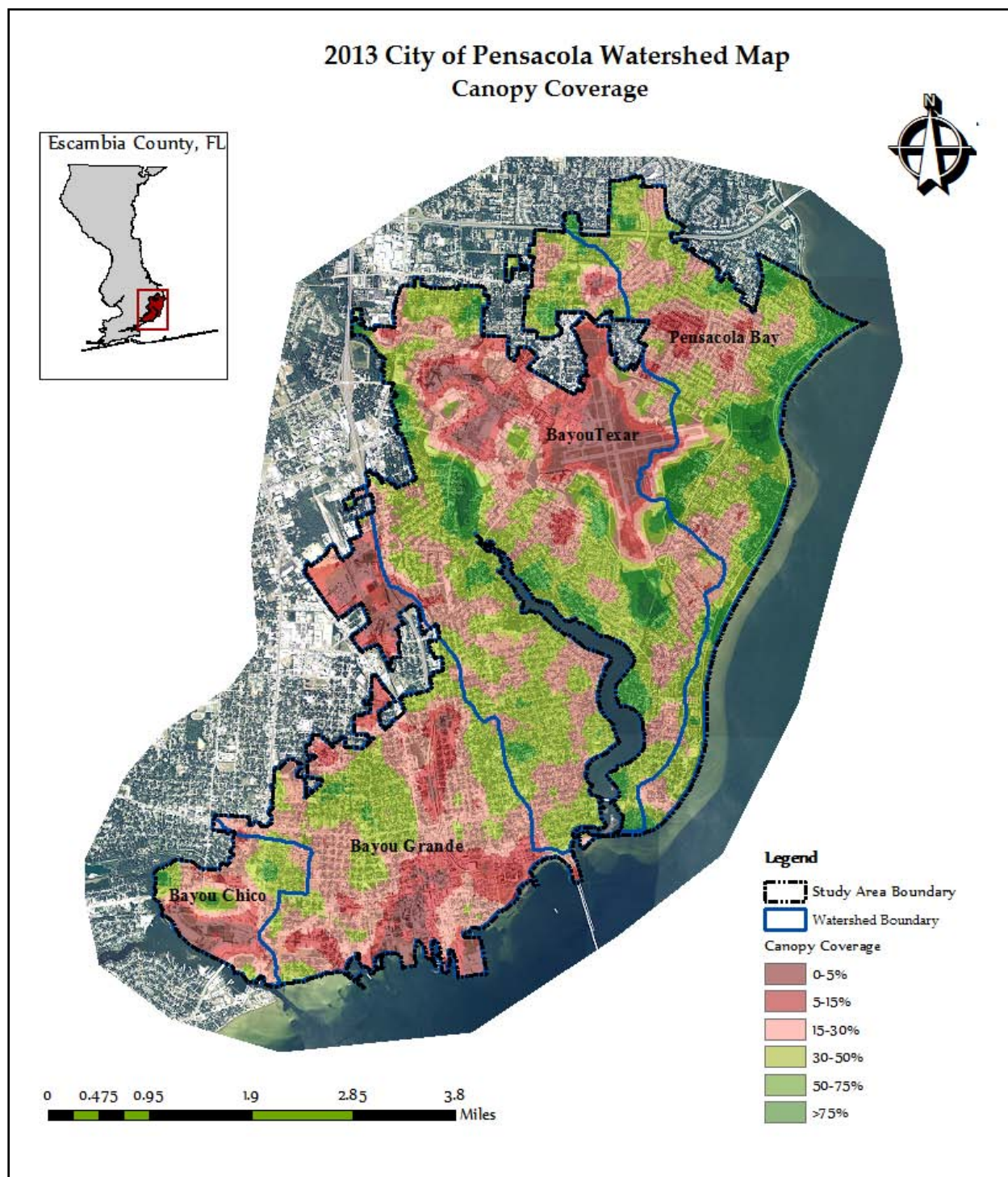


Figure 10: Overall 2013 canopy coverage map overlaid onto the City of Pensacola’s four watershed delineations. Primary areas of canopy be seen along aquatic buffers, in airport noise buffers and in certain residential and park areas such as the East Hill Neighborhood and Bayview Park.

Property Type	Watershed	Acres	Canopy	Impervious	Open Space
All	Pensacola Bay	3022.84	37.8%	23.6%	34.4%
All	Bayou Texar	6955.66	31.6%	28.7%	32.5%
All	Downtown	3726.47	19.4%	39.3%	39.6%
All	Bayou Chico	757.18	21.7%	35.8%	36.8%

Table 4: Current (2013) urban cover metrics for the City of Pensacola’s four watershed delineations.

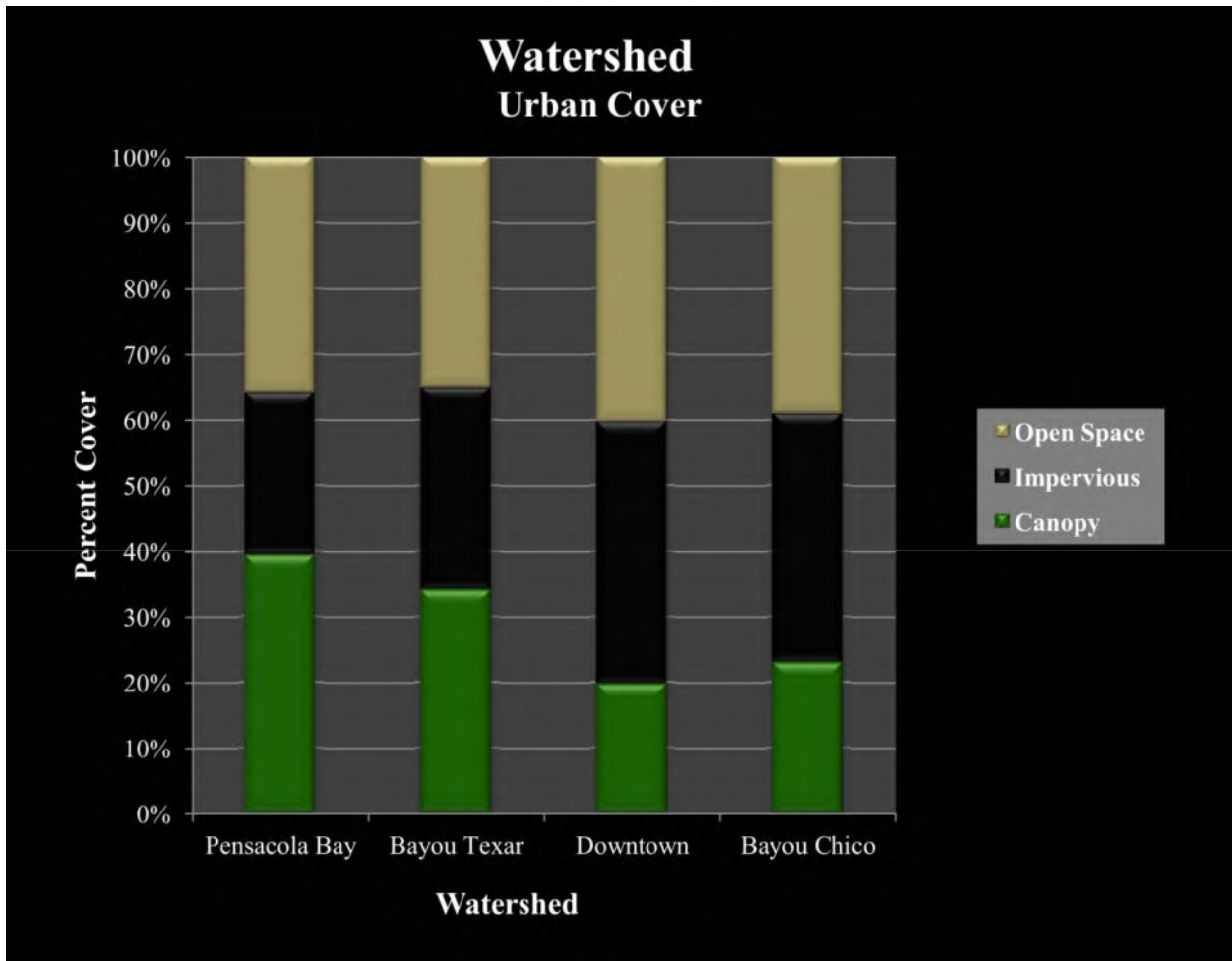


Figure 11: Visualizing Table 4 data, primary urban cover values are compared within each of the City of Pensacola’s four watershed basins.

Property Type	Watershed	Acres	Canopy	Impervious	Open Space
City	Pensacola Bay	475.67	49.2%	9.4%	18.0%
City	Bayou Texar	1357.84	22.0%	22.3%	15.2%
City	Downtown	273.40	10.7%	32.6%	44.5%
City	Bayou Chico	12.81	18.9%	12.4%	51.2%

Table 5: Current (2013) urban cover metrics for city owned property (grouped) within each of the City of Pensacola's four watershed delineations.

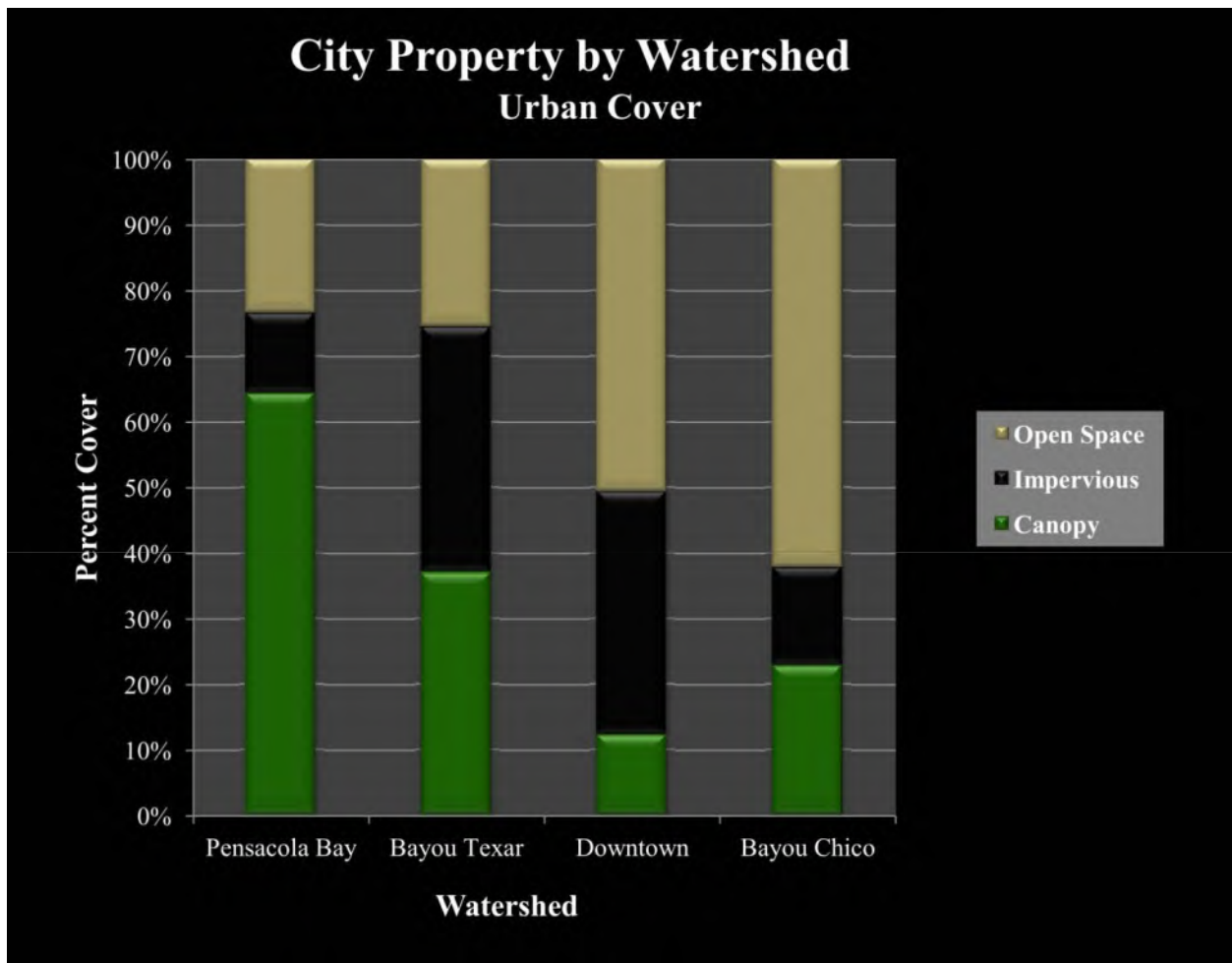


Figure 12: Visualizing Table 5 data, primary urban cover values of city owned properties (grouped) are compared within each of the City of Pensacola's four watershed basins.

Property Type	100 ft. Aquatic Buffer	Acres	Canopy	Impervious	Open Space
All	Pensacola Bay	167.02	11.5%	16.8%	44.1%
All	Bayou Texar	115.74	42.3%	6.0%	46.9%
All	Bayou Chico	30.79	18.4%	38.6%	38.6%
All	Maggie's Ditch	7.95	42.6%	8.0%	31.8%
All	Carpenters Creek	112.09	74.2%	5.4%	13.3%
All	Other Streams	7.34	80.6%	4.0%	8.7%
All	Graveyard Branch	10.23	70.8%	5.3%	11.0%

Table 6: Current (2013) urban cover metrics for the City of Pensacola's 100 ft. aquatic buffers.

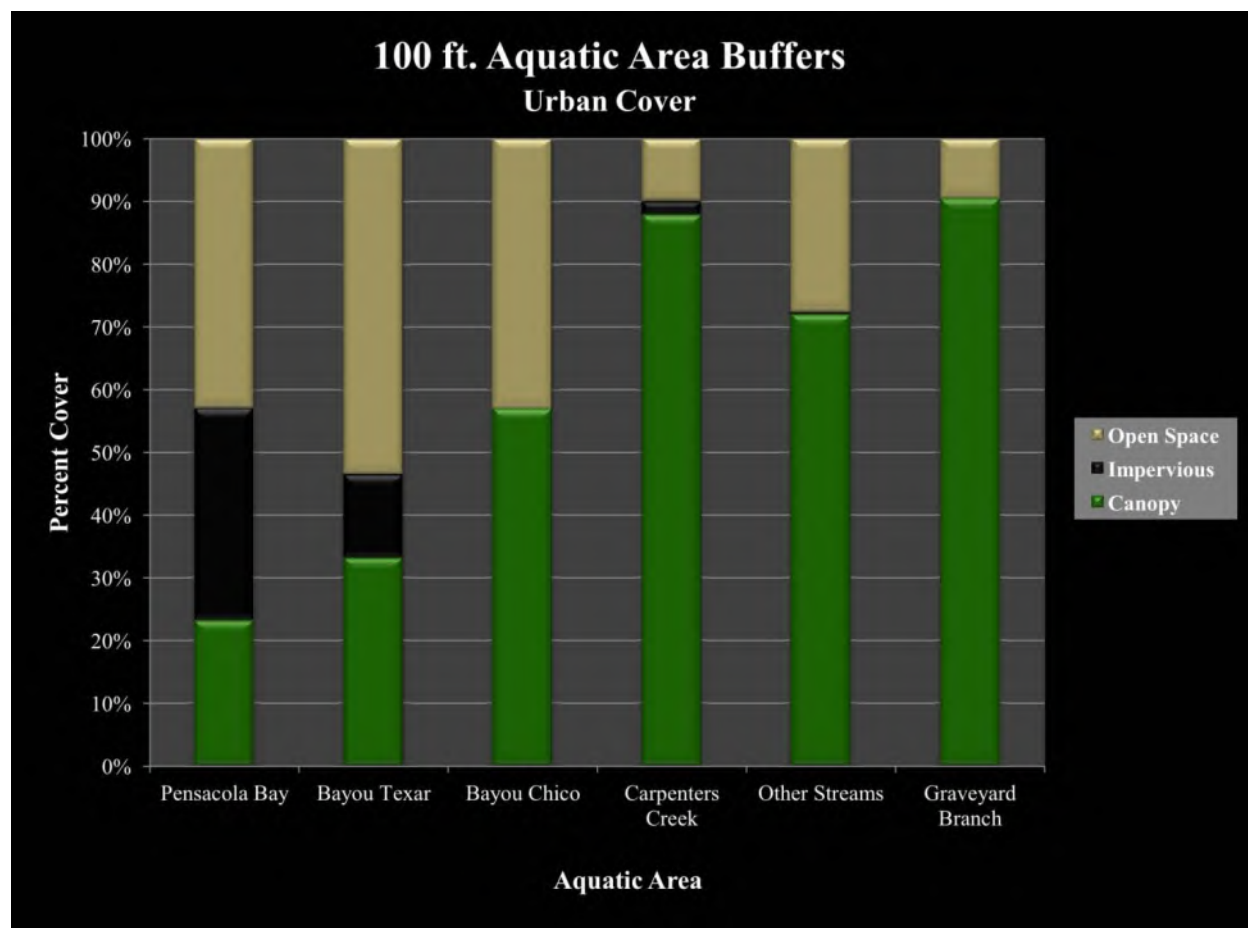


Figure 13: Visualizing Table 6 data, primary urban cover values are compared within each of the City of Pensacola's 100 ft. aquatic buffers.

Property Type	100 ft. Aquatic Buffer	Acres	Canopy	Impervious	Open Space
City (intersecting)	Pensacola Bay	156.37	21.2%	30.9%	39.2%
City (intersecting)	Bayou Texar	59.59	33.1%	13.2%	53.3%
City (intersecting)	Bayou Chico	0.22	51.5%	0.0%	39.0%
City (intersecting)	Carpenters Creek	10.59	41.8%	1.1%	4.7%
City (intersecting)	Other Streams	8.22	67.5%	0.4%	25.9%
City (intersecting)	Graveyard Branch	0.33	48.5%	0.0%	5.1%

Table 7: Current (2013) urban cover metrics for city owned property (grouped) falling at least partially within each of the City of Pensacola's 100 ft. aquatic buffers.

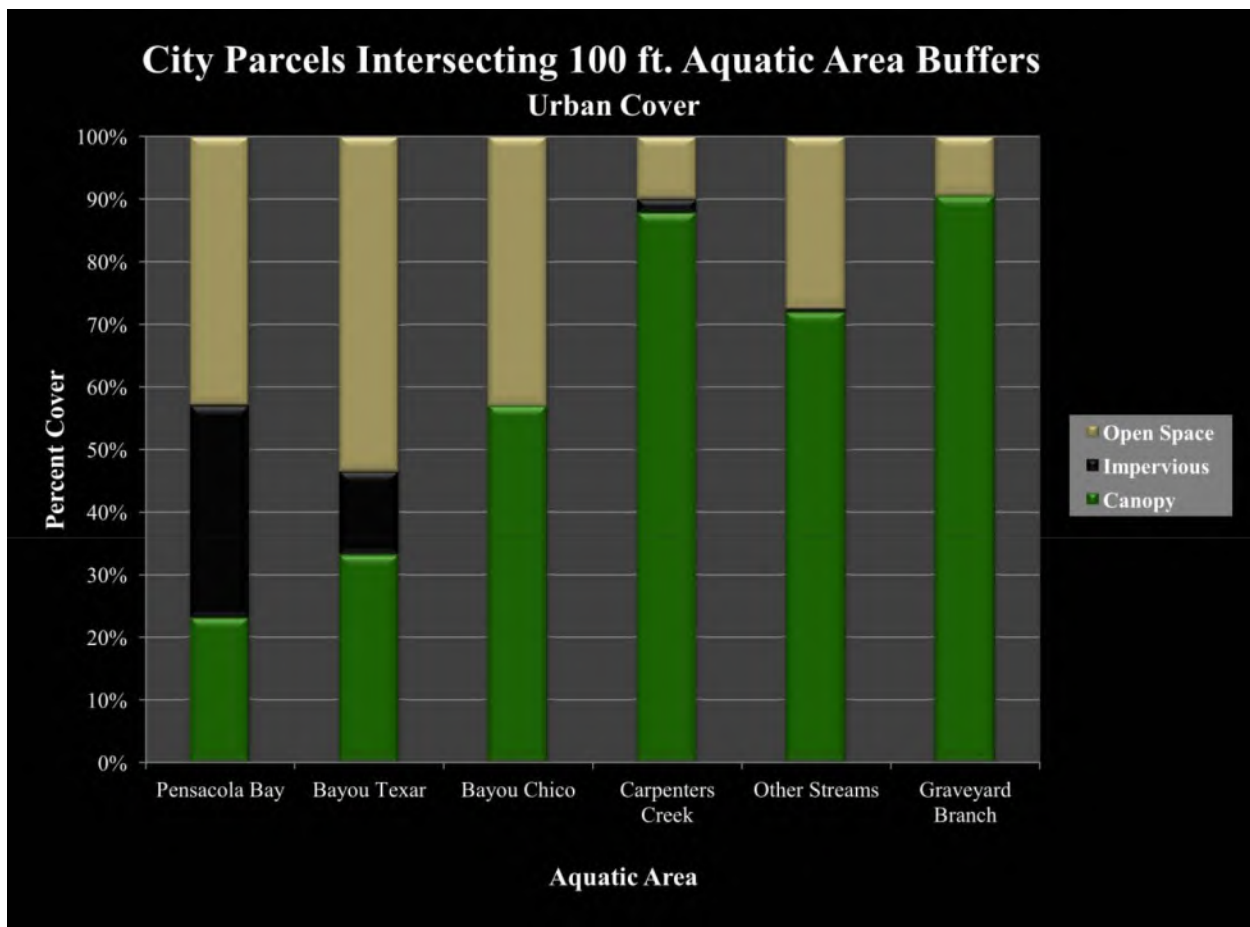


Figure 14: Visualizing Table 7 data, primary urban cover values are compared for city owned property (grouped) falling at least partially within each of the City of Pensacola's 100 ft. aquatic buffers.

Property Type	Gateway Area	Acres	Canopy	Impervious	Open Space
All	All Gateways	522.15	10.4%	56.5%	33.6%
All	Barrancas Ave	25.16	3.8%	50.1%	25.5%
All	Bay Front Pkwy	26.13	4.6%	42.3%	49.4%
All	Creighton Rd	20.26	13.1%	78.8%	40.3%
All	E Cervantes St	22.47	2.0%	76.7%	21.4%
All	E Fairfield Dr	39.03	3.6%	52.3%	44.3%
All	E Garden St	5.88	6.4%	66.3%	27.6%
All	Langley Ave	25.65	8.1%	53.8%	38.9%
All	N 12th Ave	48.20	16.1%	51.9%	34.3%
All	N 17th Ave	14.83	23.8%	42.7%	37.9%
All	N 9th Ave	68.93	7.9%	62.8%	31.5%
All	N Pace Blvd	6.20	0.3%	81.8%	18.1%
All	N Palafox St	9.16	0.6%	75.6%	24.1%
All	S 12th Ave	4.15	16.4%	44.0%	42.3%
All	S 17th Ave	6.18	20.6%	46.1%	32.3%
All	S 9th Ave	7.73	1.8%	70.2%	28.9%
All	S Pace Blvd	8.16	0.7%	76.3%	20.5%
All	S Palafox St	15.14	8.0%	62.7%	31.6%
All	Scenic Hwy	64.43	26.6%	37.6%	36.1%
All	Summit Blvd	32.91	15.1%	49.5%	38.6%
All	W Cervantes St	16.99	1.2%	85.6%	13.8%
All	W Garden St	22.84	5.4%	68.3%	26.8%
All	W Main St	16.09	2.0%	65.5%	17.8%
All	W Navy Blvd	23.16	5.3%	52.3%	39.5%

Table 8: Current (2013) urban cover metrics within gateway right-of-way areas

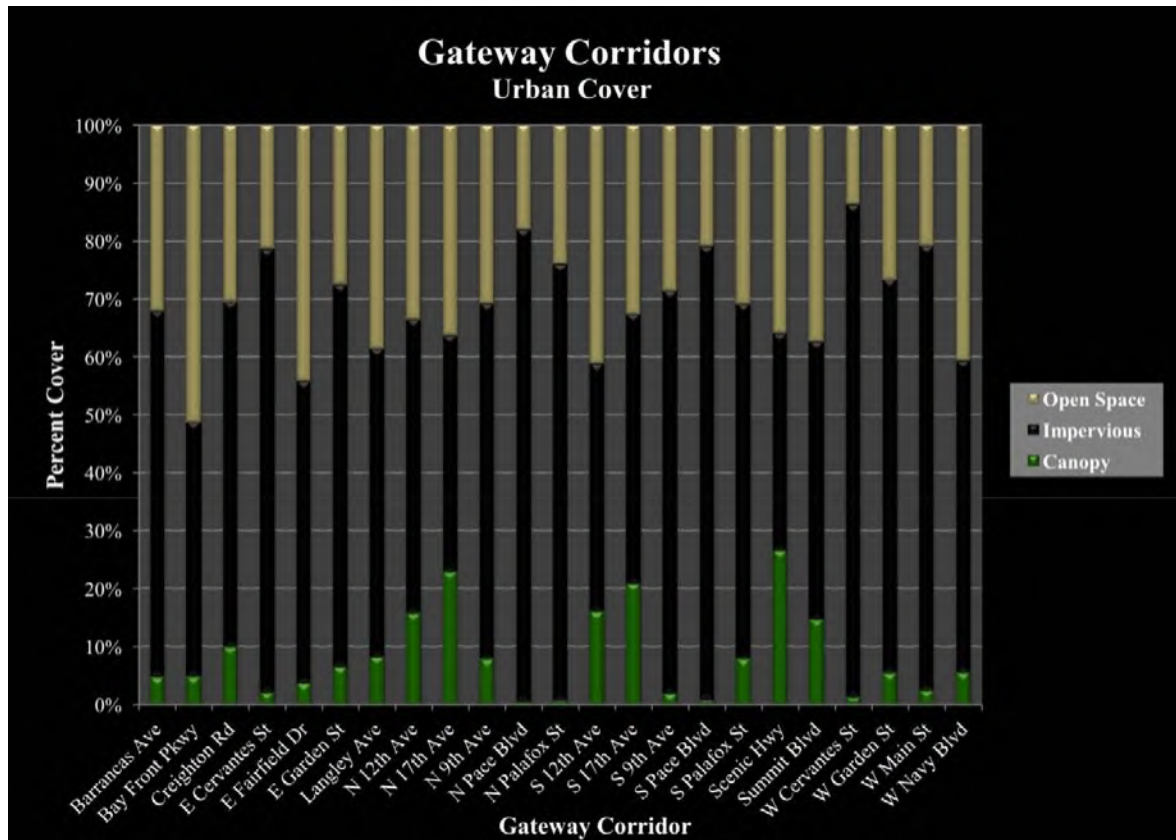


Figure 15: Visualizing Table 8 data, primary urban cover values are compared between gateway right-of-way areas.

Property Type	Gateway Area	Acres	Canopy	Impervious	Open Space
City (within 50ft)	Barrancas Ave	0.06	0.0%	0.0%	100.0%
City (within 50ft)	Bay Front Pkwy	3.83	11.9%	19.6%	60.4%
City (within 50ft)	Creighton Rd	0.37	26.2%	40.3%	36.8%
City (within 50ft)	E Cervantes St	2.00	34.8%	9.2%	58.7%
City (within 50ft)	E Garden St	0.18	2.5%	71.5%	27.4%
City (within 50ft)	Langley Ave	5.83	14.2%	8.4%	56.5%
City (within 50ft)	N 12th Ave	8.35	37.2%	9.1%	44.1%
City (within 50ft)	N 17th Ave	0.61	20.8%	0.0%	78.3%
City (within 50ft)	N 9th Ave	0.73	34.0%	16.0%	54.7%
City (within 50ft)	N Pace Blvd	0.17	0.0%	35.6%	64.4%
City (within 50ft)	N Palafox St	0.69	42.5%	0.2%	55.7%
City (within 50ft)	S 12th Ave	0.32	0.1%	12.9%	67.3%
City (within 50ft)	S 17th Ave	1.37	16.0%	16.6%	63.4%
City (within 50ft)	S 9th Ave	1.49	3.3%	17.4%	79.6%
City (within 50ft)	S Palafox St	3.23	38.0%	39.3%	23.8%
City (within 50ft)	Scenic Hwy	13.02	65.0%	4.6%	28.5%
City (within 50ft)	Summit Blvd	9.06	34.9%	5.1%	59.3%
City (within 50ft)	W Garden St	0.22	8.7%	57.3%	36.3%
City (within 50ft)	W Main St	3.60	5.5%	35.5%	56.2%
City (within 50ft)	W Navy Blvd	0.83	8.5%	48.7%	34.6%

Table 9: Current (2013) urban cover metrics for city owned property (grouped) falling within 50 feet of a gateway right-of-way area.

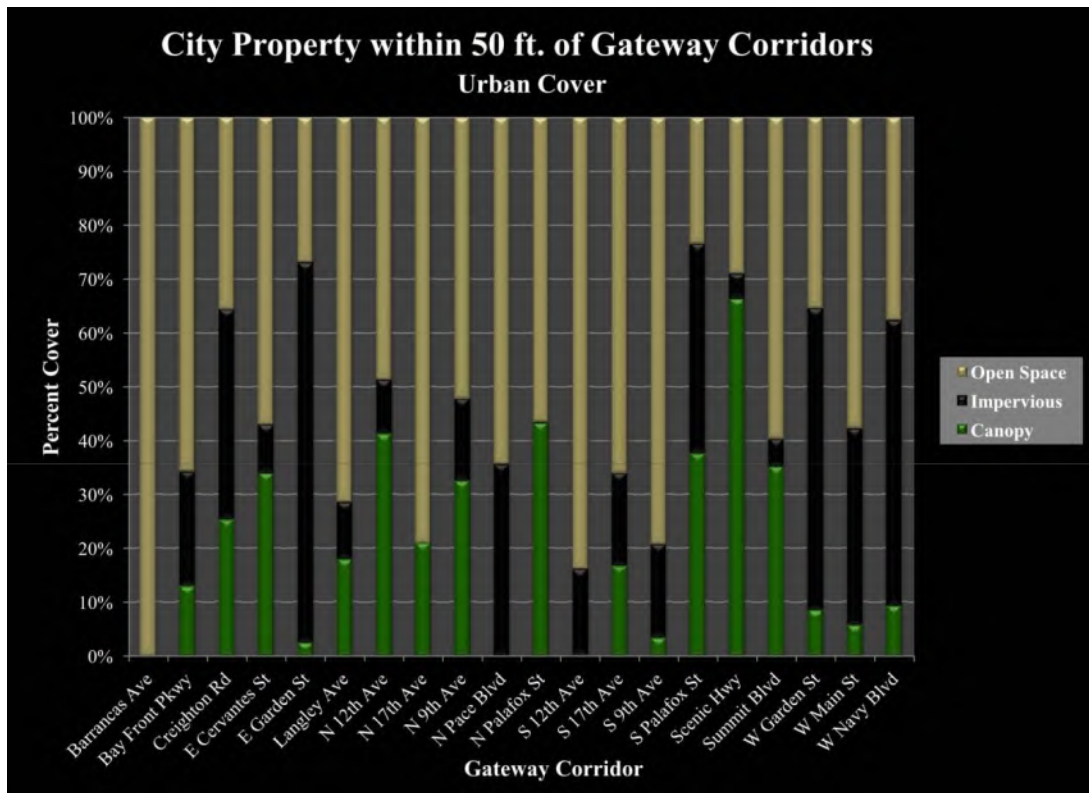


Figure 16: Visualizing Table 9 data, primary urban cover values are compared between city properties (grouped) within 50 feet of each gateway right-of-way area.

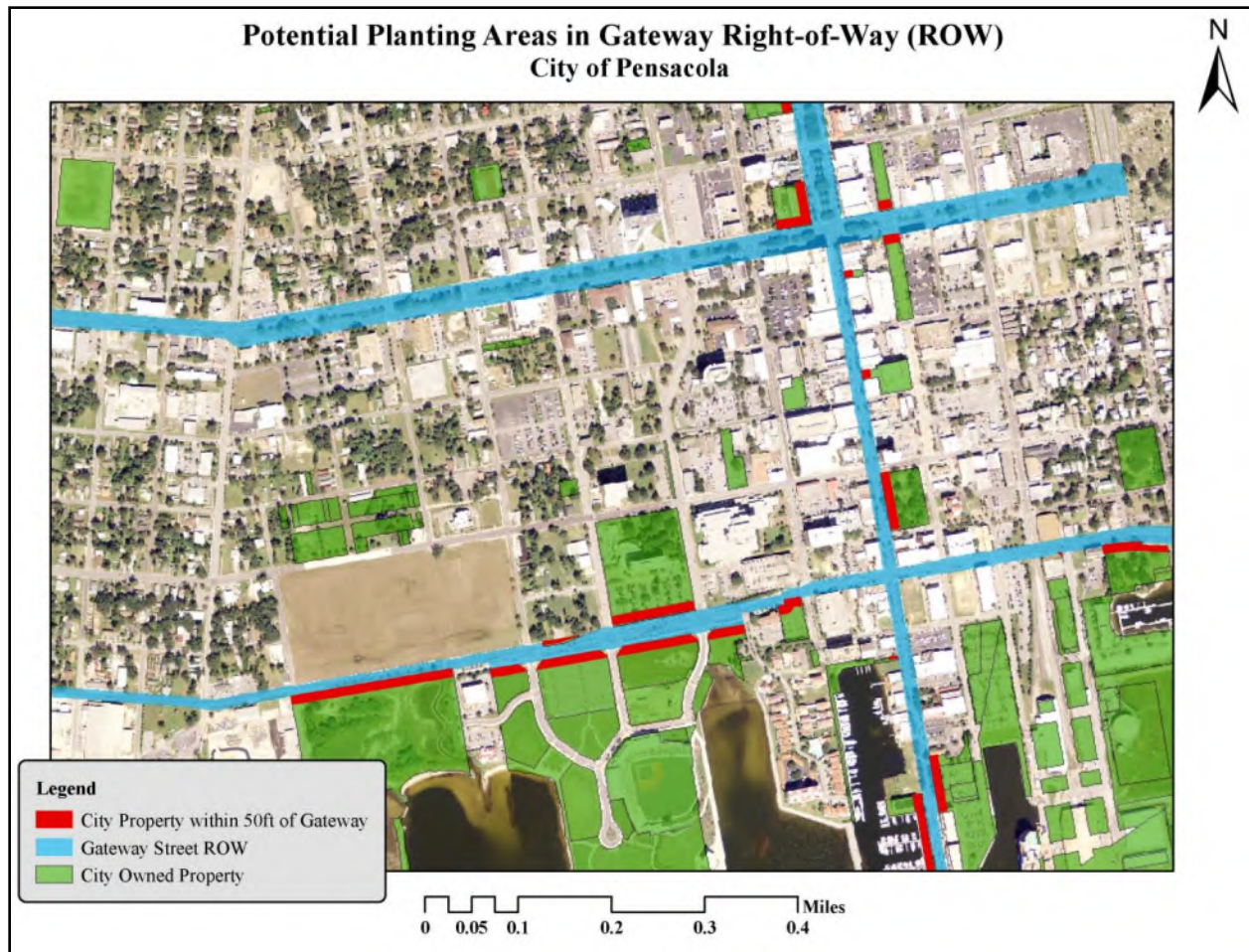


Figure 17: Example of city property within 50 feet of gateway right-of-way areas (red areas in map).

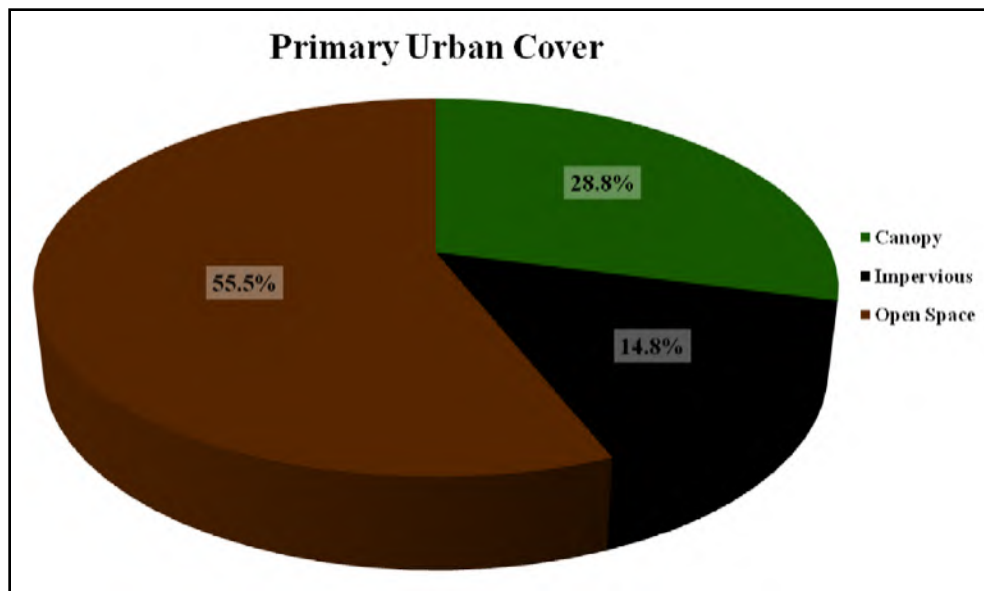


Figure 18: Current (2013) urban cover metrics for Bayview Park

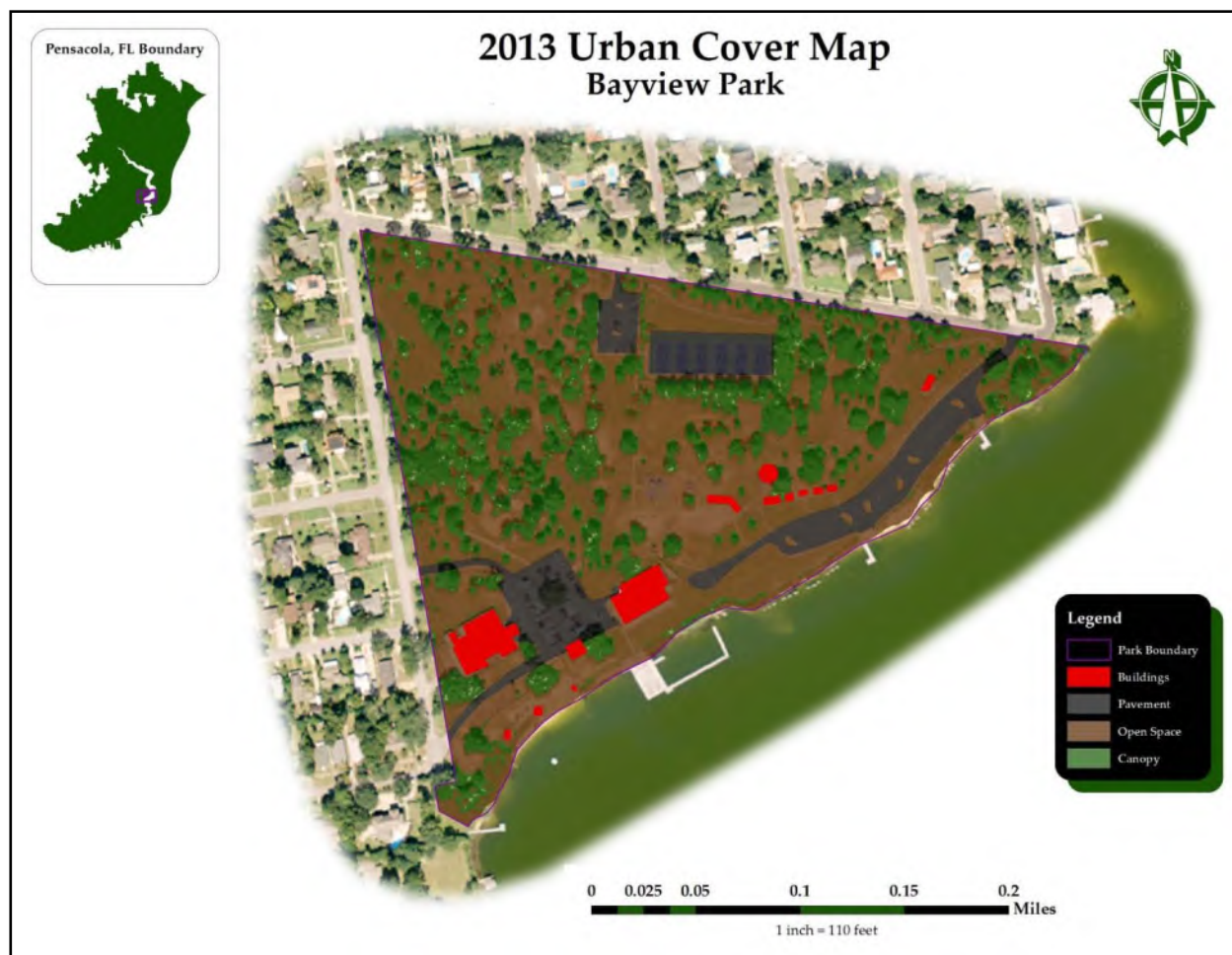


Figure: Example of urban cover mapping within Bayview Park.

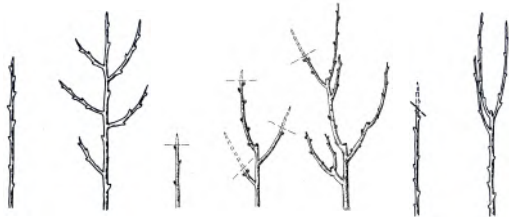
Tree Quality Cue Card

Shade trees that grow to be large should have one relatively straight central leader. Heading the tree is acceptable provided the central leader is retrained.

Desirable

Desirable

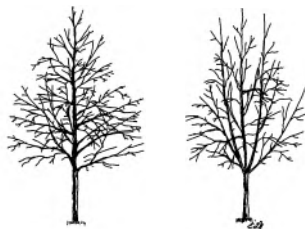
Not desirable



Main branches should be well distributed along the central leader, not clustered together. They should form a balanced crown appropriate for the cultivar or species.

Desirable

Not desirable



The diameter of branches that grow from the central leader, or trunk, should be no larger than two-thirds (one-half is preferred) the diameter of the trunk measured just above the branch.

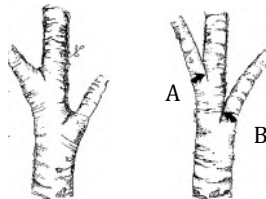
Desirable

Not desirable



Desirable

Not desirable



The largest branches should be free of bark that extends into the branch union, known as included bark (see A and B).

Desirable

Not desirable



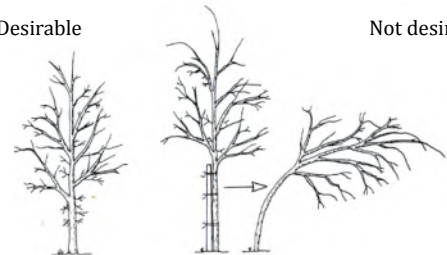
Temporary branches particularly on trees less than 1 inch caliper should be present along the lower trunk below the lowest main branch. These branches should be no larger than 3/8 inch in diameter.

The trunk should be free of wounds, sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, cankers, or lesions. Properly made recent pruning cuts are acceptable.

The trunk caliper (thickness) and taper should be sufficient so that the tree remains vertical without a stake.

Desirable

Not desirable



The root collar (the uppermost roots) should be within the upper 2 inches of the soil media (substrate). The root collar and the inside portion of the root ball should be free of defects, including circling, kinked, and stem girdling roots. You may need to remove soil near the root collar to inspect for root defects.

Desirable

Not desirable



The tree should be well rooted in the soil media. Roots should be uniformly distributed throughout the container. The tree's structure and growth should be appropriate for the species or cultivar. When the container is removed, the root ball should remain intact. When the trunk is lifted, both the trunk and root system should move as one.

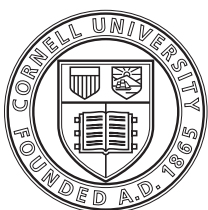
The root ball should be moist throughout at the time of inspection and delivery. The roots should show no signs of excess soil moisture as indicated by poor root growth, root discoloration, distortion, death, or foul odor. The crown should show no signs of moisture stress as indicated by wilted, shriveled, or dead leaves or branch dieback.

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Using CU-Structural Soil™ in the Urban Environment



Cornell University

Urban Horticulture Institute
Cornell University
Department of Horticulture
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Ithaca, NY 14853
www.hort.cornell.edu/UHI



Founded in 1980 with the explicit mission of improving the quality of urban life by enhancing the functions of plants within the urban ecosystem, the Urban Horticulture Institute program integrates plant stress physiology, horticultural science, plant ecology and soil science and applies them to three broad areas of inquiry.

They are:

- The selection, evaluation and propagation of superior plants with improved tolerance of biotic and abiotic stresses, and enhanced functional uses in the disturbed landscape.
- Developing improved technologies for assessing and ameliorating site limitations to improve plant growth and development.
- Developing improved transplant technologies to insure the successful establishment of plants in the urban environment.

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Photo Credits:

N. Bassuk, B. Kalter, & P. Trowbridge

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Cover Photo:

Elm trees planted in CU-Structural Soil™ in Union Square Park, NYC.

The Case for CU-Structural Soil™:

Why do we need it, what is it, and how is it used?

Urban trees experience a litany of environmental insults: soil and air pollution, heat loads, deicing salts, and impacts from utilities, vehicles, and buildings. The most significant problem that urban trees face, however, is the lack of useable soil volume for root growth, since trees are often an afterthought in city planning and streetscape design. (Fig. 1.1)



Fig. 1.1 Tree root ball prior to being planted in a 4' x 5' tree pit in NYC.



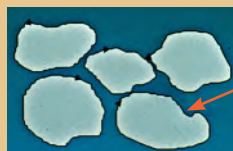
Fig. 1.2 Compaction is necessary to create a load-bearing surface on which to lay pavement.

Soil Compaction

Ongoing construction, including sidewalk and road repair, disturbs and compacts soil (Fig. 1.2), crushing macropores (Fig. 1.3). Loss of macropores has three negative consequences: restricted aeration, diminished water drainage, and creating a dense soil that is difficult for roots to penetrate. These effects limit useable rooting space.

Macropores

- the relatively large spaces between soil aggregates
- water drains quickly through macropores
- air diffuses through macropores



Macropores are the spaces between the soil aggregates

Fig. 1.3 Macropores are spaces between soil aggregates that allow water, air and subsequently root growth.



Fig. 1.4 Surface rooting of trees growing in compacted soils

What happens when roots encounter dense, compacted soil?

When roots encounter dense soil, they change direction, stop growing, (Fig 1.5) or adapt by remaining abnormally close to the surface (Fig. 1.4) This superficial rooting makes urban trees more vulnerable to drought and can cause pavement heaving. However, if a dense soil is waterlogged, tree roots can also rot from lack of oxygen.



Fig. 1.5 Tree roots which are typically superficial can become 'containerized' by compacted soil under and around trees.



Fig.1.6 This photograph shows the effect of soil volume on tree growth. Both rows of willow oaks were planted at the same time on Pennsylvania Avenue, Washington, D.C. The trees on the right are in tree pits, and those on the left are in an open grassed area.

The role of soil volume on tree growth

The soil in urban tree lawns or parks can be improved by amendment or soil replacement. Where soil volume is limited by pavement, tree roots suffer (Fig 1.6). The highly compacted soils required for constructing pavements do not allow root penetration, resulting in declining trees which are all too common in cities. Yet it is precisely these paved areas such as parking lots and streets that most need the mitigating effects of shade trees.

Healthy trees need a large volume of non-compacted soil with adequate drainage and aeration and reasonable fertility. CU-Structural Soil™ meets these needs while also fulfilling engineers' load-bearing requirements for base courses under pavement.

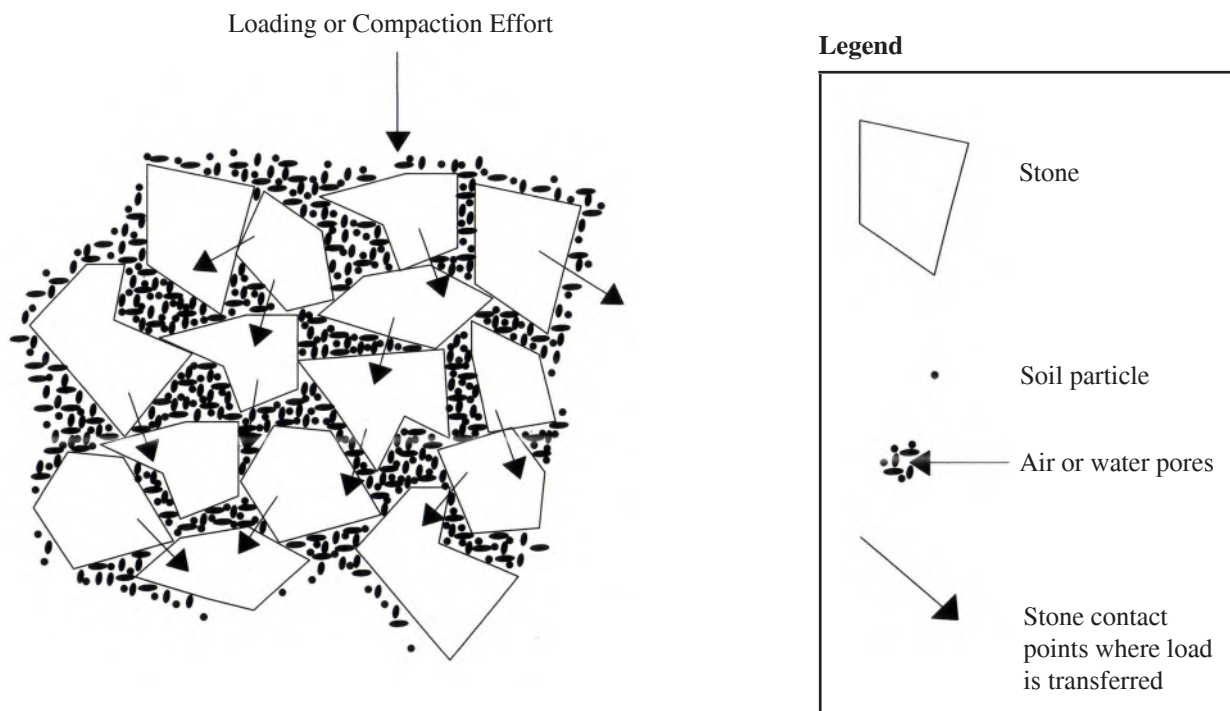


Fig.1.7 Conceptual diagram of CU-Structural Soil™ including stone-on-stone compaction and soil in interstitial spaces used as a base course for pavements.

CU-Structural Soil™ Basics

CU-Structural Soil™ (U.S. Patent # 5,849,069) is a two-part system comprised of a rigid stone “lattice” to meet engineering requirements for a load-bearing soil, and a quantity of soil, to meet tree requirements for root growth. The lattice of load-bearing stones provides stability as well as interconnected voids for root penetration, air and water movement (Fig. 1.7). The uniformly graded 3/4”-1 1/2” angular crushed stone specified for CU-Structural Soil™ is designed to ensure the greatest porosity. Crushed or angular stone provides more compaction and structural interface of stone-to-stone than round stone. Because stone is the load-bearing component of structural soil, the aggregates used should meet regional or state department of transportation standards for pavement base courses.

Since among soil textures, clay has the most water and nutrient-holding capacity, a heavy clay loam or loam, with a minimum of 20% clay, is selected for the CU-Structural Soil™ system. CU-Structural Soil™ should also have organic matter content ranging from 2%-5% to ensure nutrient and water holding while encouraging beneficial microbial activity. A minimum of 20% clay is also essential for an adequate cation exchange capacity.

With carefully chosen uniformly-graded stone and the proper stone to soil ratio, a medium for healthy root growth is created that also can be compacted to meet engineers’ load-bearing specifications (Fig. 1.8). The intention is to “suspend” the clay soil between the stones without over-filling the voids, which would compromise aeration and bearing capacity. CU-Structural Soil™ utilizes Gelscape® hydrogel as a non-toxic, non-phytotoxic tackifier, in addition to stone and soil components.



Fig. 1.8 From upper left, clockwise: uniformly-graded crushed stone of 3/4” - 1 1/2” diameter, pile and close-up; CU-Structural Soil™ after mixing; clay loam.

Using CU-Structural Soil™ for Street Trees

CU-Structural Soil™ is intended for paved sites to provide adequate soil volumes for tree roots under pavements (Fig. 1.9). It can and should be used under pedestrian mall paving, sidewalks, parking lots, and low-use access roads. The Urban Horticulture Institute is currently conducting trials of its use under turf and porous asphalt to provide more porous parking areas. Research at Cornell has shown that tree roots in CU-Structural Soil™ profiles grow deep into the base course material, away from the fluctuating temperatures at the pavement surface. One benefit of this is that roots are less likely to heave and crack pavement than with conventional paving systems (Fig. 1.10).

Planting a tree into CU-Structural Soil™ is much like conventional planting. If possible, the pavement opening should be expandable (via removable pavers or using a mulched area) for the sake of the anticipated buttress roots of maturing trees (Fig. 1.11). CU-Structural Soil™ should be used at a depth of at least 24" but preferably 36" (Fig.1.12). CU-Structural Soil™ can be used right up to the surface grade where there is a pavement opening that is large enough to allow for tree installation.



Fig.1.9 Installing CU-Structural Soil™ in Ithaca, NY in 1997



Fig. 1.10 Sidewalk heaving caused by superficial tree root growth, Ithaca, NY



Fig. 1.11 Lindens in CU-Structural Soil™ in Boston, 2002



Fig. 1.12a Example of street tree planting using CU-Structural Soil™ under conventional concrete sidewalk in Brooklyn, NY

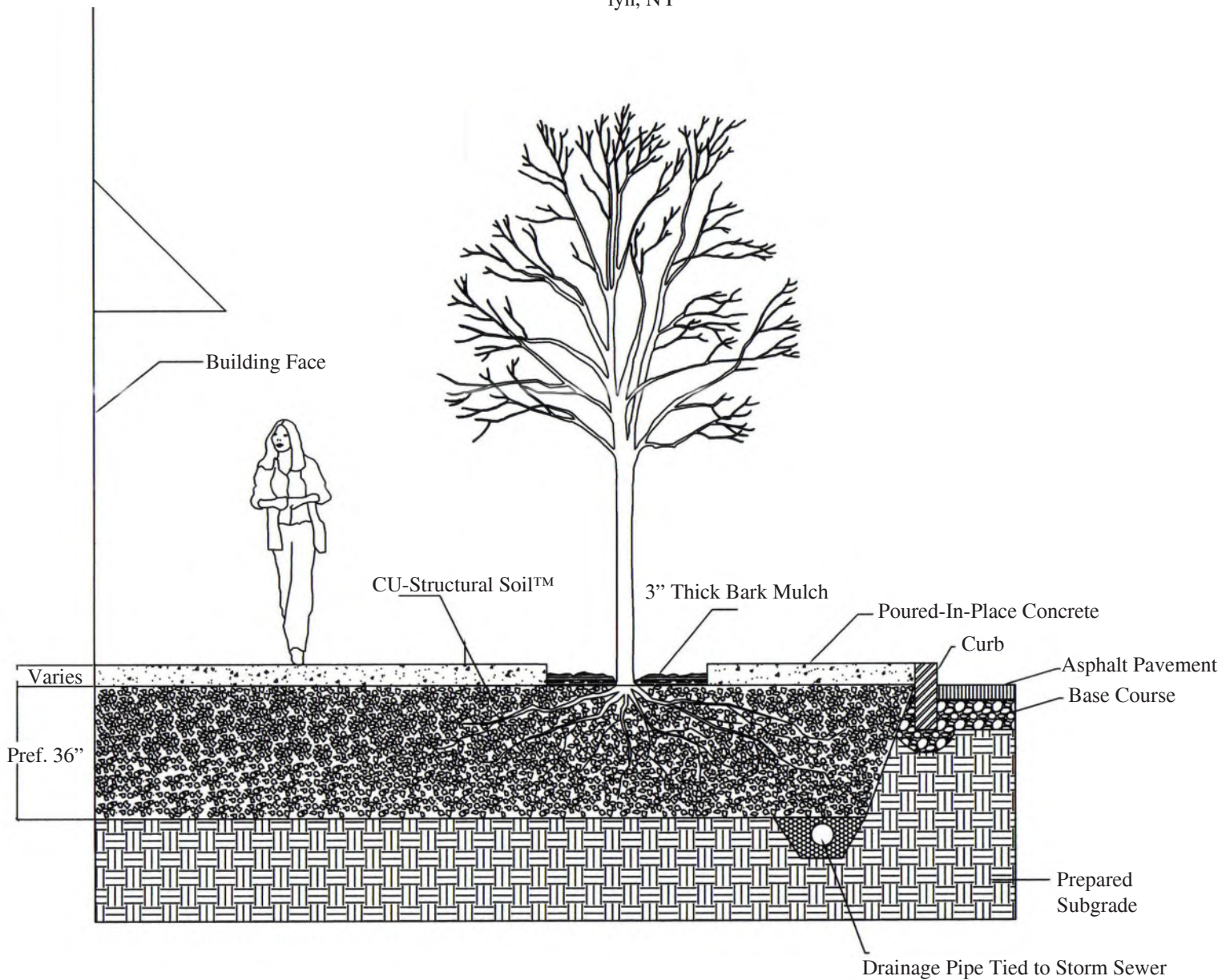


Fig. 1.12 Typical street tree planting using CU-Structural Soil™ under a sidewalk

Trees in Parking Lots and Plazas:

CU-Structural Soil™ may also be used to enlarge a 'tree island' within a parking lot. With a large tree planting area, good, well draining topsoil can be used in the island and CU-Structural Soil™ added as an unseen rooting medium under the asphalt (Figs. 1.13 - 1.15).

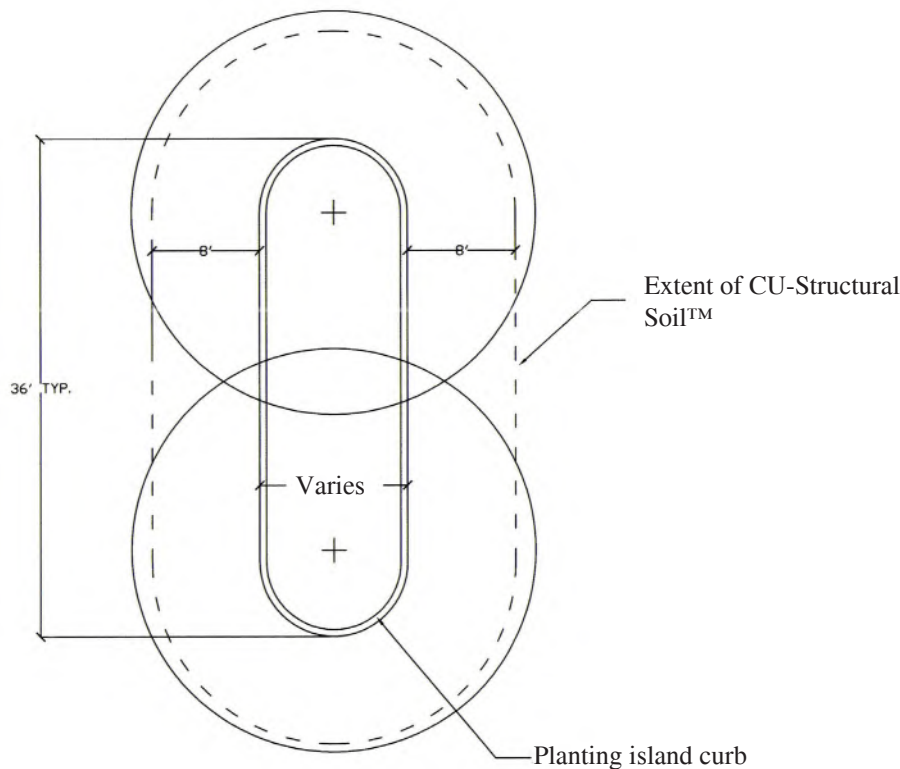


Fig. 1.13 Plan view of planting island

Trees in parking lots, as well as paved plazas, benefit from the use of CU-Structural Soil™ (Fig. 1.16 - 1.17). Whether there is a curb or not, good, well-drained topsoil may be used around the tree where the opening is at least 5' x 5'. If the opening is smaller, CU-Structural Soil™ may be used right up to the tree ball. Although it is not necessary to use an additional base course on top of CU-Structural Soil™, some engineers may want to do this, immediately under the pavement.

Given the large volume of CU-Structural Soil™ for tree roots to explore, irrigation may not be necessary after tree establishment—the decision depends on the region of the country and on site management. While there is less moisture in CU-Structural Soil™ on a per-volume basis than in conventional soil, the root system in structural soil has more room for expansion, allowing for increased water absorption. Supplemental water should be provided during the first growing season as would be expected for any newly planted tree. In regions where irrigation is necessary to grow trees, low-volume, under-pavement irrigation systems have been used successfully. Fertilizer can be dissolved into the irrigation water if necessary, although to date, nutrient deficiencies have not been noted, probably due to the large volume of rooting media.



Fig. 1.14 Potential use of CU-Structural Soil™ to enlarge planting islands in parking lots without taking up parking space



Fig. 1.15 In this parking lot, there is only a 2 foot opening for tree planting. Here CU-Structural Soil™ was installed parallel to railroad tracks, 12' wide and 36" deep. With such a narrow opening, there is no reason to use a planting mix other than CU-Structural Soil™ around the tree ball.

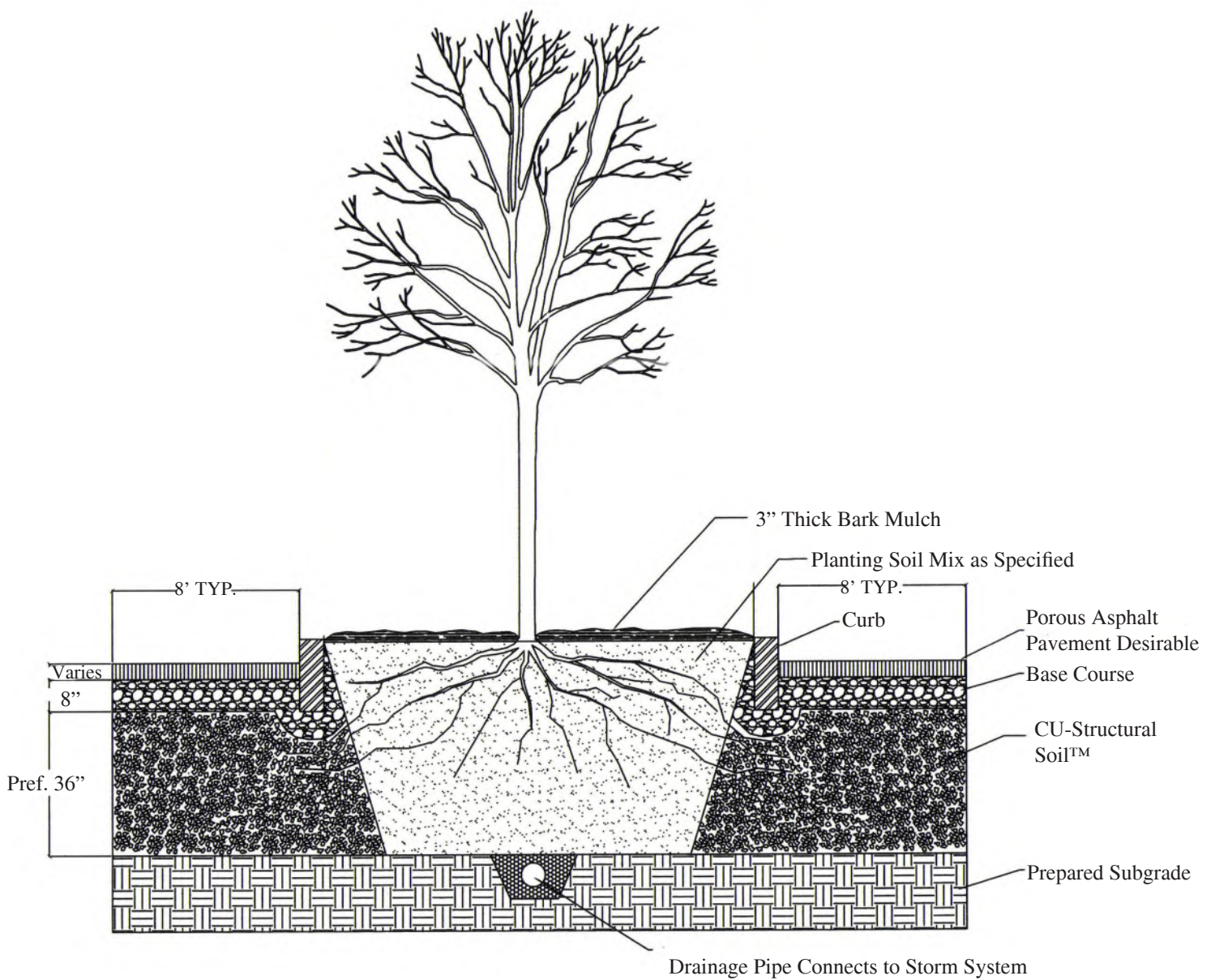


Fig. 1.16 Bare root tree in typical parking lot island or plaza



Fig. 1.17 English oaks planted in a plaza at Battery Park City, NYC

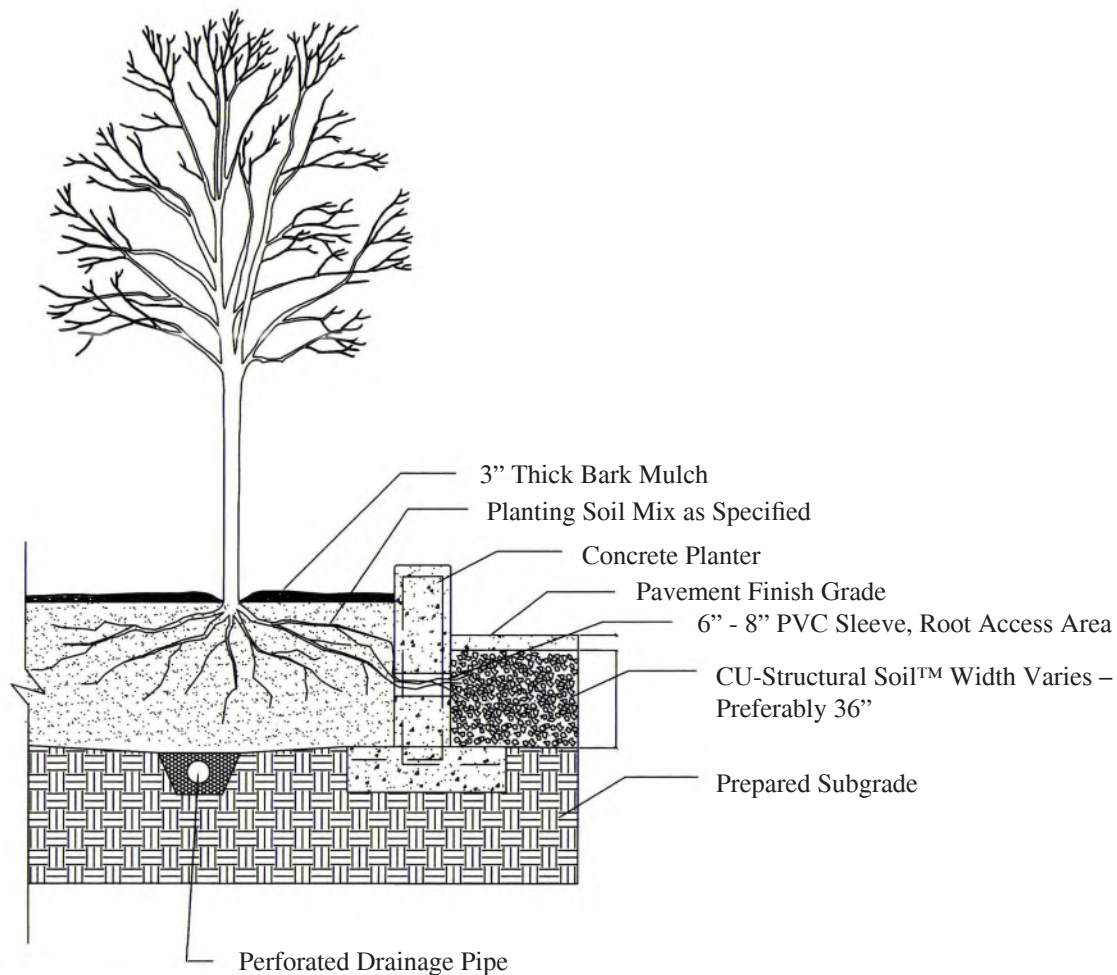


Fig. 1.18 Limited soil volume planter with root access into CU-Structural Soil™ under plaza pavement

Positive drainage below the root system is necessary in this system, since the sub-grade below the CU-Structural Soil™ may be compacted and impermeable. A perforated and wrapped drain, connected to storm drainage, should be placed between the CU-Structural Soil™ and the compacted sub-grade (Fig.1.18).

Where the curb footer goes to greater depth for a planter, a 6"- 8" PVC sleeve filled with uncompacted soil should be used to give tree roots access to the CU-Structural Soil™ beyond the planter wall (Figs 1.18-1.19).

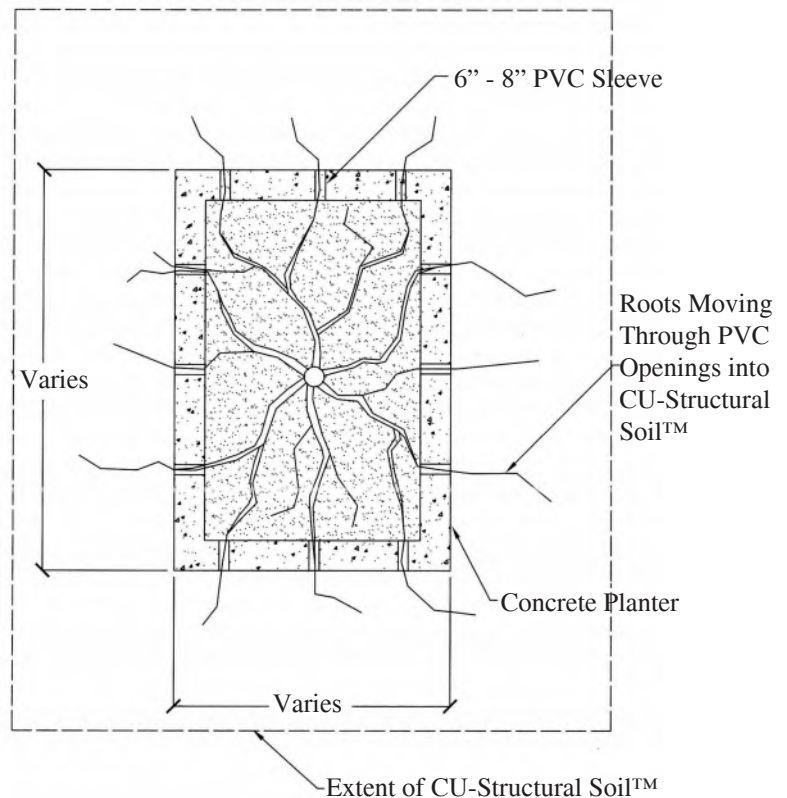


Fig. 1.19 Plan view of limited soil volume planter

Creating break-out zones for trees in narrow tree lawns

Where there is an adjacent green space, whether a park or front lawn, CU-Structural Soil™ may be used as a channel for roots to safely grow under pavement into this green space (Figs. 1.20 - 1.23). Generally two 5' concrete flags are removed, then the area is excavated to 24" - 36" and CU-Structural Soil™ is backfilled into them. Paving slabs are then replaced in a conventional manner.



Fig. 1.20 Break-out zone with CU-Structural Soil™ under a sidewalk between a narrow tree lawn and adjacent landscape area

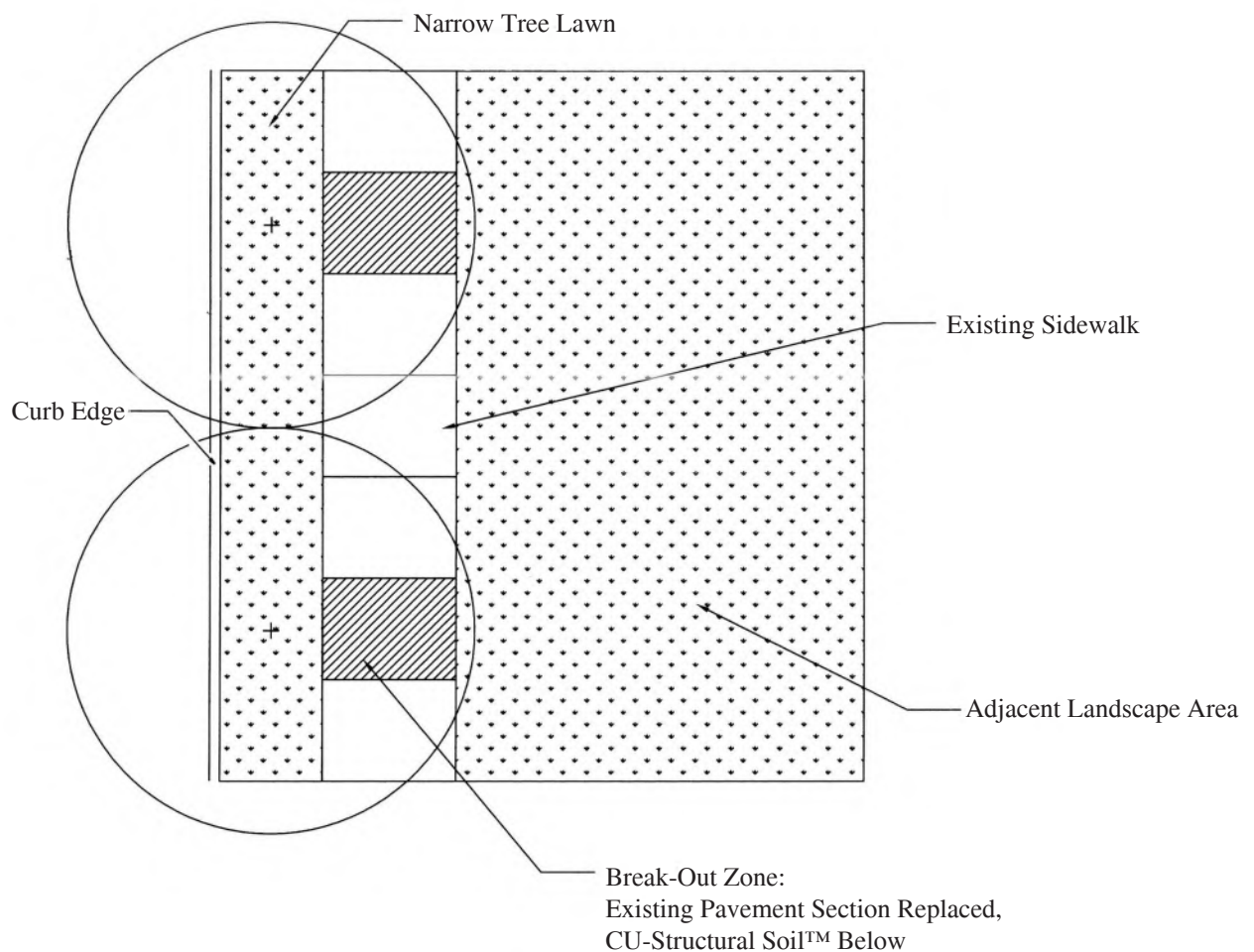


Fig. 1.21 Plan view of retrofitted CU-Structural Soil™ break-out zone



Fig. 1.22 Trees planted in Brooklyn, NY in 1997 where CU-Structural Soil™ was installed in a continuous trench 7' wide adjacent to the park fence.

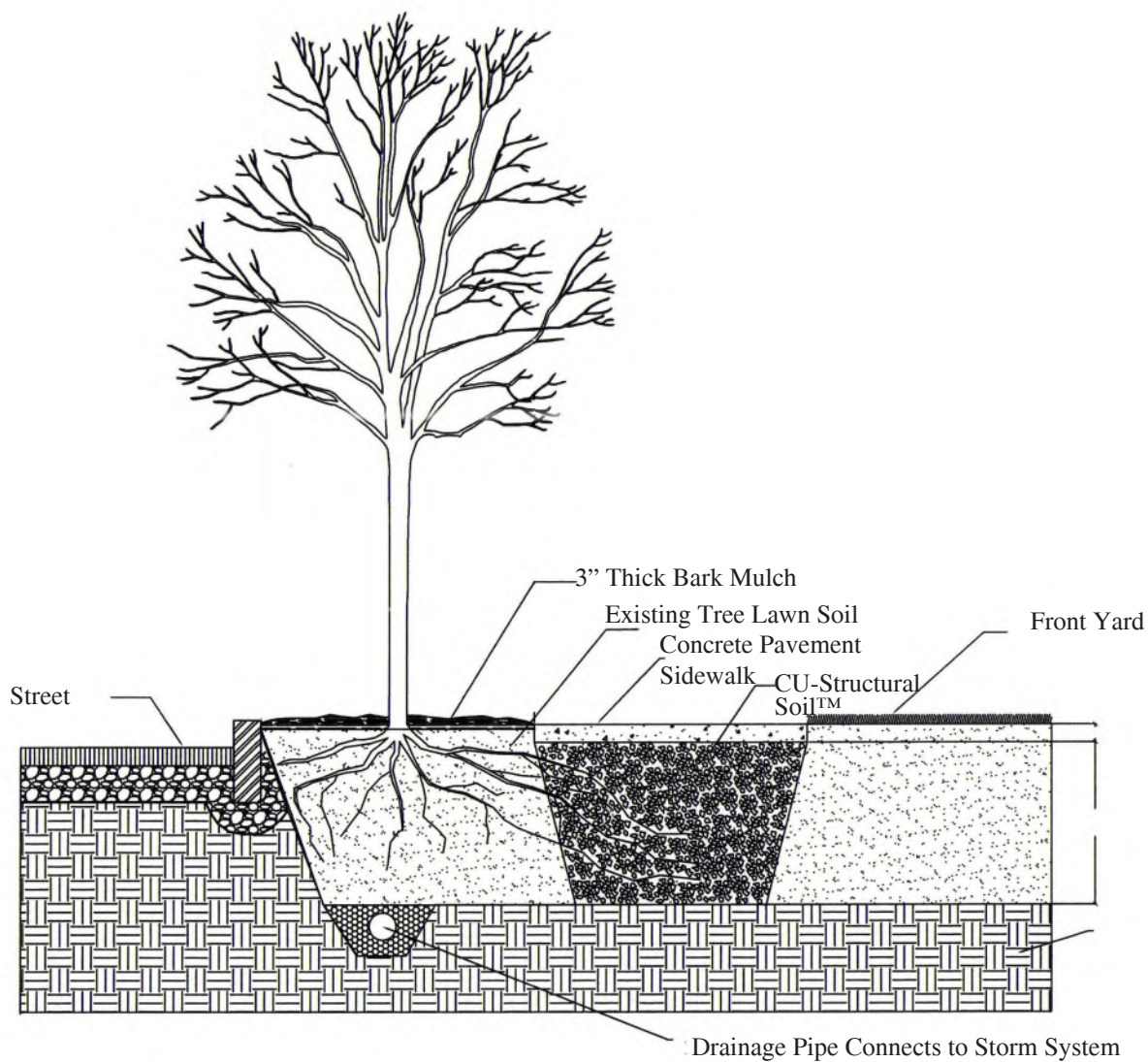


Fig. 1.23 CU-Structural Soil™ break-out zone from narrow tree lawn to adjacent landscape area

CU-Structural Soil™ use with permeable pavers

If non-mortared pavers are used, a setting bed of uniformly-graded coarse sand should be used, to a depth specified by paver manufacturer specifications. To discourage rooting in this layer, a geo-textile—one that does not restrict water movement—can be used between this material and the CU-Structural Soil™ (Figs. 1.24 - 1.25).



Fig. 1.24 Concrete unit pavers on a coarse sand setting bed on top of a continuous trench of CU-Structural Soil™ in Ithaca, NY

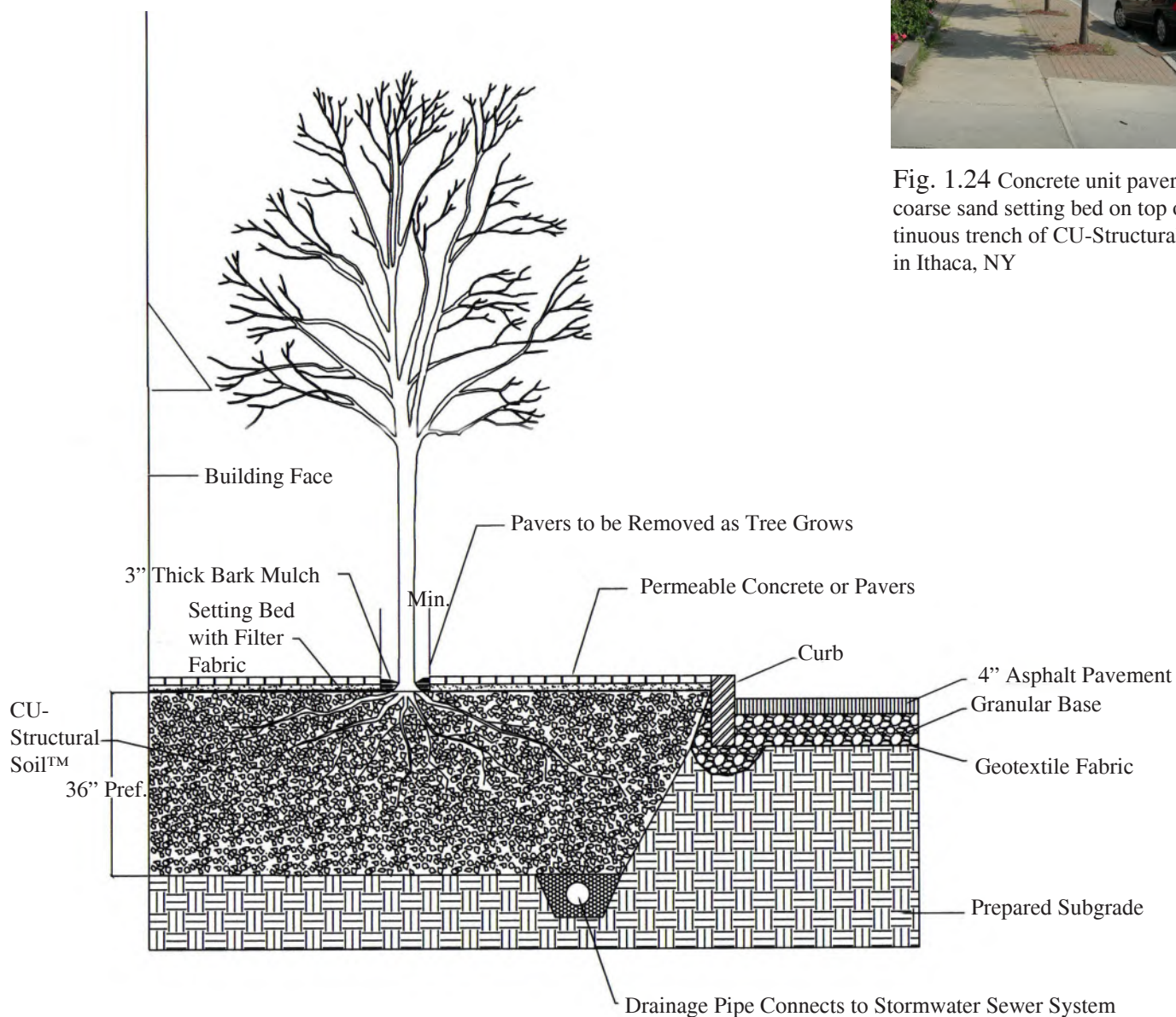


Fig. 1.25 Street tree detail with permeable pavers

Some Street Trees Appropriate for use in CU-Structural Soil™

(Guiding selection criteria: moderate to highly drought tolerant and alkaline soil tolerant trees)

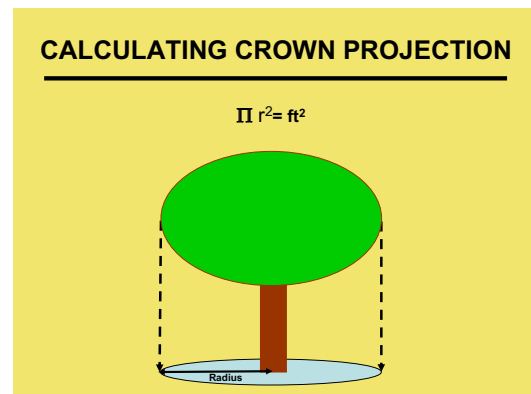
Botanic Name	Common Name
<i>Acer campestre</i>	Hedge Maple
<i>Acer miyabei</i>	Miyabei Maple
<i>Acer nigrum</i>	Black Maple
<i>Acer platanoides</i>	Norway Maple
<i>Acer pseudoplatanus</i>	Sycamore Maple
<i>Acer truncatum</i>	Painted Maple
<i>Carpinus betulus</i>	European Hornbeam
<i>Catalpa speciosa</i>	Northern Catalpa
<i>Celtis occidentalis</i>	Hackberry
<i>Cercis canadensis</i>	Redbud
<i>Cornus mas</i>	Cornelian Cherry
<i>Cornus foemina</i> (<i>Cornus racemosa</i>)	Gray Dogwood
<i>Corylus columna</i>	Turkish Hazelnut
<i>Crataegus crus-galli</i>	Cockspur Hawthorn
<i>Crataegus phaenopyrum</i>	Washington Hawthorn
<i>Crataegus punctata</i>	Thicket Hawthorn
<i>Crataegus viridis</i>	Green Hawthorn
<i>Eucommia ulmoides</i>	Hardy Rubber Tree
<i>Fraxinus americana</i>	White Ash
<i>Fraxinus excelsior</i>	European Ash
<i>Fraxinus pennsylvanica</i>	Green Ash
<i>Ginkgo biloba</i>	Ginkgo
<i>Gleditsia triacanthos</i>	Honey Locust
<i>Gymnocladus dioica</i>	Kentucky Coffee Tree
<i>Koeleruteria paniculata</i>	Goldenrain Tree
<i>Maclura pomifera</i>	Osage Orange
<i>Malus</i> spp.	Crabapple
<i>Parrotia persica</i>	Ironwood
<i>Phellodendron amurense</i>	Amur Cork Tree
<i>Platanus x acerifolia</i>	London Plane
<i>Populus alba</i>	White Poplar
<i>Populus deltoides</i>	Northern Cottonwood
<i>Populus tremuloides</i>	Quaking Aspen
<i>Pyrus calleryana</i>	Callery Pear
<i>Pyrus ussuriensis</i>	Ussurian Pear
<i>Quercus macrocarpa</i>	Mossy-Cup Oak
<i>Quercus muehlenbergii</i>	Chinkapin Oak
<i>Quercus robur</i>	English Oak
<i>Robinia pseudoacacia</i>	Black Locust
<i>Styphnolobium japonicum</i> (<i>Sophora japonica</i>)	Japanese Pagoda Tree
<i>Sorbus alnifolia</i>	Korean Mountain Ash
<i>Sorbus thuringiaca</i>	Oak-Leafed Mountain Ash
<i>Syringa reticulata</i>	Japanese Tree Lilac
<i>Tilia americana</i>	Basswood
<i>Tilia cordata</i>	Littleleaf Linden
<i>Tilia tomentosa</i>	Silver Linden
<i>Tilia x euchlora</i>	Crimean Linden
<i>Ulmus americana</i>	American Elm
<i>Ulmus carpinifolia</i>	Smooth-Leaf Elm
<i>Ulmus parvifolia</i>	Lace Bark Elm
<i>Ulmus</i> spp.	Elm Hybrids
<i>Zelkova serrata</i>	Japanese Zelkova

(names in parentheses are older botanic names)

Frequently Asked Questions

What volume of CU-Structural Soil™ is needed for a given tree?

The Urban Horticulture Institute at Cornell has found that, with the exception of the desert southwest, two cubic feet of soil is needed for every square foot of crown projection (the anticipated area under the drip line of the tree at expected maturity). Trees growing in CU-Structural Soil™ in areas that normally use irrigation to grow trees should also provide low volume drip irrigation in CU-Structural Soil™ installations.



What is the recommended depth for CU-Structural Soil™?

We suggest a minimum of 24" but 36" is preferred. A base course of gravel is not needed on top of CU-Structural Soil™ because it was designed to be as strong as a base course. Properly compacted to 95-100% Proctor Density or Modified Proctor Density, it has a CBR of 50 or greater.

What is the recommended length and width for CU-Structural Soil™ installation?

There is no established minimum. However, CU-Structural Soil™ was designed to go under the entire pavement area. This homogeneity would ensure uniform engineering characteristics below the pavement, particularly in regard to frost heaving and drainage. Ideally, the installation should focus on a whole sidewalk section from building face to curb, potentially for a whole block. If it is impossible to use the entire sidewalk area, using CU-Structural Soil™, it can be placed in a 5' - 8' wide trench parallel to the curb.

Won't the soil migrate down through a CU-Structural Soil™ profile after installation?

The excavation of a seven-year-old installation did not show any aggregate migration. The pores between stones in CU-Structural Soil™ are mostly filled with soil so there are few empty spaces for soil to migrate to.

Does hydrogel break down over time?

Over a long period of time, the soluble salts from which the hydrogel was produced, i.e. potassium (from potassium hydroxide) and ammoniacal nitrogen (from acrylamide) is released. The inert hydrogel becomes a minimum part of the soil system. Beyond that, we believe that colonizing roots and other organisms will, over time, replace the spatial and tackifying roles of the hydrogel. Research on this subject is on-going.

What happens when roots expand in CU-Structural Soil™?

There will come a time when the roots will likely displace the stone, but if the roots are, as we have observed, deep down in the profile, the pressure they generate during expansion would be spread over a larger surface area. We have seen roots move around the stone and actually surround some stones in older installations, rather than displace the stones.

Is CU-Structural Soil™ susceptible to frost heave?

This topic has not been rigorously tested, but we have not observed frost heave damage in the Ithaca, NY installations. Based on drainage testing and swell data on this extremely porous system, CU-Structural Soil™ appears quite stable.

Can you add normal soil in the tree pit and CU-Structural Soil™ under the pavement?

It would be desirable to use CU-Structural Soil™ under the tree ball to prevent the root ball from sinking. Planting trees directly in CU-Structural Soil™ provides a firmer base for unit pavers close to the root ball than does conventional soil. If the tree pit is sufficiently large, greater than 5' x 5', a conventional soil could be used in the open tree pit surrounding the root ball with CU-Structural Soil™ extending under the pavement.

Can you use balled-and-burlapped, bare root, or containerized trees in CU-Structural Soil™?

Trees from any production system can and have been used. It is important to water the newly planted tree as would be expected in any soil.

Should CU-Structural Soil™ be used in urban areas without pavement over the root zone?

CU-Structural Soil™ was designed to be used where soil compaction is required, such as under sidewalks, parking lots, medians, plazas, and low-access roads. Where soils are not required to be compacted, a good, well-draining soil should be used.

Can you store large quantities of CU-Structural Soil™?

CU-Structural Soil™ is produced by licensed producers and is preferably not stockpiled. It is mixed as necessary and should be delivered and installed in a timely manner. If any stockpiling is required, protection from rain and contamination should be provided.

Can CU-Structural Soil™ be utilized under existing trees?

There are several instances where CU-Structural Soil™ was utilized under and adjacent to existing trees. It appears that if few tree roots are damaged during the installation, the trees continue to grow well. Research is currently under way to investigate this issue.

What are the oldest installations of CU-Structural Soil™, and where are they?

The two oldest installations date to 1994; the first is a honeylocust planting at the Staten Island Esplanade Project in NYC, the second is a London plane tree planting on Ho Plaza on the Cornell campus, Ithaca, NY. There are now numerous installations of various sizes across the United States and Canada. For more information about installations, visit www.structuralsoil.com or contact Brian Kalter at Amereq, Inc. (see below).

Obtaining CU-Structural Soil™

CU-Structural Soil™ has been patented and licensed to qualified producers to ensure quality control; its trademarked names are CU-Structural Soil™ or CU-Soil™. By specifying this material, the contractor is guaranteed to have the material mixed and tested to meet research-based specifications. There are licensed producers throughout the US and in Canada. To find the one in your region or to become a licensee, contact Brian Kalter (bkalter@amereq.com) or Fernando Erazo (FE@amereq.com) at Amereq Inc., 19 Squadron Blvd. New City, New York 10956. (800) 832-8788

Further Information

See the Urban Horticulture Institute website:
www.hort.cornell.edu/uhi and go to Outreach > Structural Soil

A DVD showing videos of the mixing, installation and tree growth in CU-Structural Soil™ is available at:
www.hort.cornell.edu/uhi/outreach/csc/index.html

Or contact Dr. Nina Bassuk (nlb2@cornell.edu), (607) 255-4586

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Fig 1.26 In this three-year field study a normal soil profile under sidewalk pavement as well as one with CU-Structural Soil™ were compared. Species used were hedge maple, little leaf linden, and crabapple.

The Large Tree Argument

The Case for Large-Stature Trees vs. Small-Stature Trees

Center for Urban Forest Research
Southern Center for Urban Forestry Research & Information





Why did we like elm trees so much?

Large stately elm trees once graced many communities throughout the US. But now they are gone. Why were entire communities so disappointed when they lost their elm trees to Dutch elm disease several decades ago?

People had a sense that these large trees were important to them, their family, and their community. And this was long before we quantified the benefits of trees. Now we have scientific evidence for what these people knew decades ago.



US Department of Agriculture



USDA Forest Service



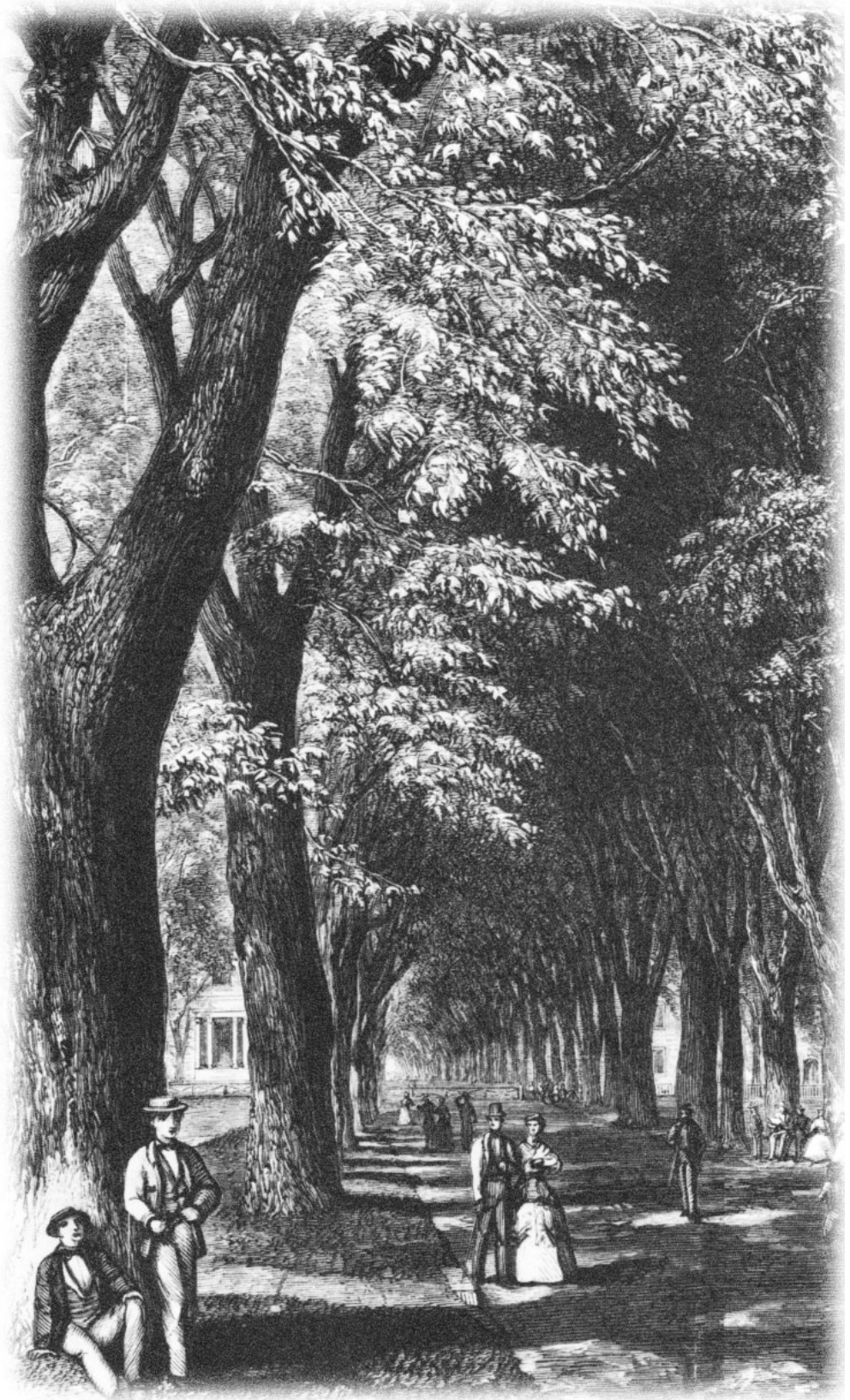
Center for Urban
Forest Research
Pacific Southwest
Research Station
USDA Forest Service



Southern Center for
Urban Forestry Research
& Information
Southern Research Station
USDA Forest Service



Urban & Community Forestry
State & Private Forestry
USDA Forest Service





Large trees pay us back

We now know that, dollar for dollar, large-stature trees (see sidebar definition p.6) deliver big savings and other benefits we can't ignore. Small-stature trees like crape myrtle deliver far fewer benefits. In fact, research at The Center for Urban Forest Research shows that their benefits are up to eight times less.

Compared to a small-stature tree, a strategically located large-stature tree has a bigger impact on conserving energy, mitigating an urban heat island, and cooling a parking lot. They do more to reduce stormwater run off; extend the life of streets; improve local air, soil and water quality; reduce atmospheric carbon dioxide; provide wildlife habitat; increase property values; enhance the attractiveness of a community; and promote human health and well being. And when we use large-stature trees, the bottom-line benefits are multiplied. When it comes to trees, size really does matter.

Don't forget the established "Old Guard"

We can't forget the already-established trees. These older trees provide immediate benefits. The investment that community leaders made 30, 40, 50 years ago is producing dividends today. Dr. McPherson, Director of the Center for Urban Forest Research, points out that "since up-front costs to establish these large-stature trees have already been made, keeping these trees healthy and functional is one of the best investments communities can make."

What do you lose if you don't plant large trees?

Municipal tree programs are dependent on tax-payer supported funding. Therefore, communities must ask themselves, are large-statured trees worth the price to plant and care for? Our research has shown that benefits of large-statured trees far outweigh the costs of caring for them, sometimes as much as eight to one. The big question communities need to ask is: can we afford not to invest in our trees? Are we willing to forego all of these benefits? Or, would we rather make a

commitment to provide the best possible care and management of our tree resource and sustain these benefits for future generations.

Costs vs benefits

In most areas of the country, communities can care for their largest trees for as little as \$13 per year, per tree. And, each tree returns an average of \$65 in energy savings, cleaner air, better managed stormwater, extended life of streets, and higher property values. Even at maturity, small-stature trees do not come close to providing the same magnitude of benefits.

WHAT LARGE TREES MEAN



More shade = more energy savings



Cleaner air = better health and fewer hospital visits



More stormwater management = lower costs for stormwater controls



More shaded streets = longer time between resurfacing



A hypothetical example

A few years ago, the community of Greentree was faced with a budget crisis and decided to save money by downsizing its community forest—planting a majority of small-stature trees like crape myrtle in favor of large-stature trees like ash and even replacing large trees with smaller ones (see below). It made choice X. Unfortunately, this is not an uncommon story in communities today. But the real question is, what did they give up in return, and was downsizing a wise choice?

Table 1: Large trees vs small trees

The city of Greentree chose planting scenario X. By year 20 it was already a \$60,000 annual mistake (see discussion above).

	Avg. Ann. Benefit Avg. Ann. Cost	CHOICE X		CHOICE Y	
		# Trees	Total Benefit Total Cost	# Trees	Total Benefit Total Cost
Large Trees	\$65.18 \$13.72	259	\$16,882.00 \$3,553.00	1,693	\$110,350.00 \$23,228.00
Medium Trees	\$36.04 \$6.87	753	\$27,138.00 \$5,173.00	753	\$27,138.00 \$5,173.00
Small Trees	\$17.96 \$6.23	1,693	\$30,406.00 \$10,547.00	259	\$4,652.00 \$1,614.00
Total Trees		2,705		2,705	
Total Benefits			\$74,426.00		\$142,140.00
Total Costs			\$19,273		\$30,015.00
Annual Net Value to Community			\$55,153.00		\$112,125.00

Note: Each “tree” represents 259 trees planted.



In this case, the city decided that planting 1693 small-stature trees and only 259 large-stature trees would be a good budget-cutting strategy. Over the short term this may save the city a little money. But over the long term they will have decidedly fewer benefits and a decreased quality of life. City elected officials failed to consider what the city would be giving up over the life of those trees.

Will people want to live, work, recreate, do business, and shop in this community? And will the new trees provide all of the benefits that the residents seek—energy conservation, clean air, clean water, attractive surroundings, and enhanced real estate values. The answer is a resounding NO! The growth of these trees was modeled by The Center for Urban Forest Research over 40 years. By year 20, the decision-makers had

already made nearly a \$60,000 dollar annual mistake.

Choice Y is clearly the way to go to maximize their return on budget dollars. The model shows that once the trees are mature the community will receive an annual return on investment of nearly \$60,000 over choice X. Plus, the community will look quite different in the future and be a healthier and safer place to live.

Is it possible to recreate the past ?

We may never have the arching canopies we once had with the stately elms of a few decades ago. But, we can still achieve large, extensive and functional canopies and reap all the benefits. It will take planting large-stature trees in as many appropriate places as possible while creating the best possible site that maximizes space and allows for adequate exchange of gases and water. And yes, it is possible!

Editors Note

We recognize that on some restricted sites small-stature trees may be the best choice. However, let's not succumb to the limited space argument so easily. We need to continue to fight for more space for trees in every new project and every retrofit. The bigger the tree, the bigger the benefits and, ultimately, the better our quality of life.

The Future Without Large Trees

Cities that are using small-stature trees to reduce costs may achieve some short-term savings, but over the long term, they have destined themselves to a future with fewer and fewer benefits as large-statured trees are replaced with smaller ones.

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What are trees worth?

The value of tree benefits varies widely, but can be as much as \$80 to \$120 per tree per year for a large tree. Small trees that never get very large, like the crape myrtle, provide not much more than \$15 in benefits on average. In some cases they are a net loss to communities after the costs are subtracted. The Center for Urban Forest Research has studied large, medium, and small trees in a number of locations throughout the West and found that, on average, mature large trees deliver an annual net benefit two to six times greater than mature small trees:

Mature tree size

The approximate tree size 40 years after planting.

Relative Size at Maturity:

Small-stature

Less than 25 feet tall and wide with trunk diameters less than 20 inches.

Medium-stature

25 - 40 feet tall and wide with trunk diameters 20 - 30 inches.

Large-stature

Greater than 40 feet tall and wide with trunk diameters commonly over 30 inches.



Large Tree

- Total benefits/year = \$55
- Total costs/year = \$18
- Net benefits/year = \$37
- Life expectancy = 120 years
- Lifetime benefits = \$6,600
- Lifetime costs = \$2,160
- Value to community = \$4,440

Medium Tree

- Total benefits/year = \$33
- Total costs/year = \$17
- Net benefits/year = \$16
- Life expectancy = 60 years
- Lifetime benefits = \$1,980
- Lifetime costs = \$1,020
- Value to community = \$960

Small Tree

- Total benefits/year = \$23
- Total costs/year = \$14
- Net benefits/year = \$9
- Life expectancy = 30 years
- Lifetime benefits = \$690
- Lifetime costs = \$420
- Value to community = \$270

—hypothetical case using data for trees at year 30, projected to life expectancy from McPherson, E.G.; et. al. 2003. Northern mountain and prairie community tree guide: benefits, costs and strategic planting. Center for Urban Forest Research, Pacific Southwest Research Station, USDA Forest Service. 92p.



Fact Sheet: Making the Case for Large Trees

Large-stature trees need to be “marketed” as maximizing urban benefits:

-  Cooling the air
-  Shading paved surfaces
-  Improving air and water quality
-  Preventing water runoff and soil erosion
-  And enhancing residential and commercial value

Even with these well-documented benefits, the challenges for increasing the number of large trees are consistently related to construction and preservation issues, space and persuading the community. Increasing the number of larger trees requires a combination of strategies that address these obstacles.

Construction and preservation obstacles

Consider both the preservation and planting of large trees in planning and design. Preserving large trees during construction:

-  Start early in the process.
 - Designate which trees need to be preserved. Larger more mature trees (that are in good condition) provide more value and benefits than smaller ornamental trees.
-  Advise construction management of project schedules related to season-specific activities such as root pruning, fertilization, and insect control.

-  Educate construction crews and the community about their role in preserving trees:

- Soil compaction
- Trunk and branch damage
- Over or under watering
- Chemical spills

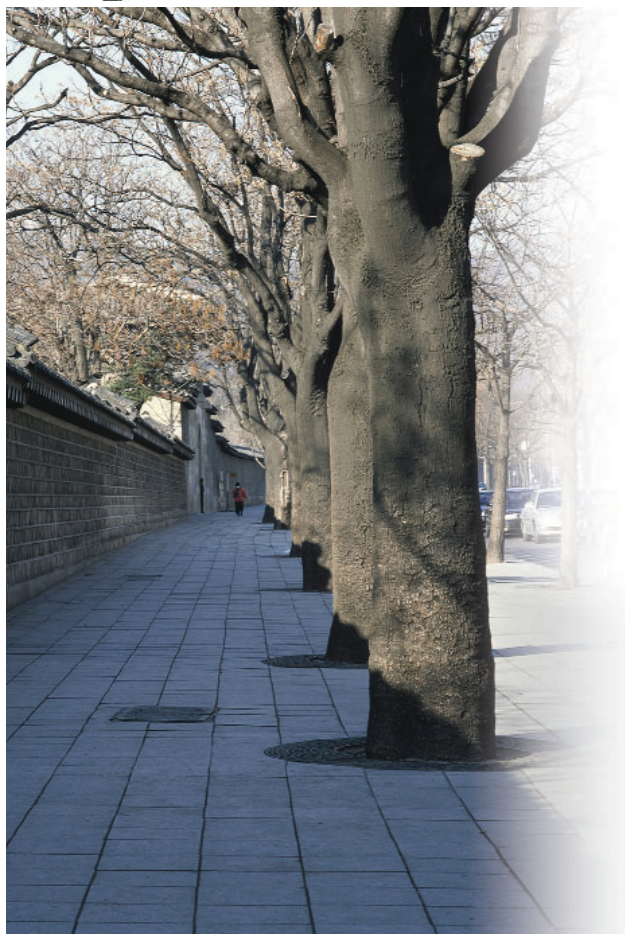
-  Pay careful attention to accidental damage, utility activities, or onsite crews that may impact the root system or soil composition.

-  Accommodate utility lines near the critical root zone (CRZ), especially for larger trees by:

- Tunneling under the tree root mat to install utility lines. This does little damage compared to trenching through the roots.
- Use a pneumatic excavating tool for excavation work that must happen inside the CRZ. This tool can remove soil around tree roots without harming them.

-  At the end of construction, plan for additional care as part of a recovery phase including watering, insect and disease control, and pruning.

- adapted from work by Charlotte King, President, Snowden & King Marketing Communications



Finding space

Accommodating larger trees is an ongoing challenge that is complicated by the competing needs for utility lines and impervious surfaces. Here are a few suggestions to address the issue of space during the planning and design phase:

- Recommend planting large-stature trees as part of transportation corridors whenever possible.
- Tree roots generally stay in the upper 18 inches of soil; therefore, ensure that pipes such as gas, electric, communication and water are installed deeper and use the space above for trees.
- A new publication, “Reducing Infrastructure Damage by Tree Roots: a Compendium of Strategies,” clearly outlines ways to install large trees in limited space so they coexist in harmony with hardscape. It is available through the Western Chapter ISA at <http://www.wcisa.net>.

This fact sheet is provided for you to copy and distribute. Please credit the Center for Urban Forest Research, Pacific Southwest Research Station, USDA Forest Service, Davis, California and the Southern Center for Urban Forestry Research & Information, Southern Research Station, USDA Forest Service, Athens, Georgia. 2004

Persuading the Community

You are the tree expert, and the public is looking to you for guidance and best practices that they can rely on for critical decisions related to budgeting, construction, esthetics, and long-term environmental impact. You also have an opportunity to talk with them about selection, preservation, and critical maintenance of trees, and persuade them that the benefits of larger trees far outweigh the costs:

1. Explain the benefits of the larger trees and point out the obstacles. Discuss ways to mitigate these obstacles as described above in terms of construction, preservation, or space.
2. Play an active role in the construction process to limit the damage done to trees, and identify post-construction tree care. Make sure the community understands the ongoing tree care requirements.
3. Increase your “marketing expertise” in leveraging the value of community partners, media recognition, or historic preservation status. A little recognition combined with community education can make a big difference in changing the commitment to including larger trees in community projects.



Applying mulch

- Apply mulch so it covers the sides of the root ball. Be sure that when you are finished planting, there is no mulch or just a thin layer (1-2 inches deep) of mulch over the top of the root ball.
- DO NOT pile mulch against the tree trunk.

Watering after planting

- Irrigate daily for 1 week, then irrigate every two days for 4-6 weeks. Continue once a week watering for 1-2 years.
- Apply 3 gallons per inch of trunk diameter to the root ball each time you irrigate. Apply the water so that it soaks into the root ball.



Enjoy your tree!

If you have other questions, please contact

Carrie Stevenson

Florida Yards & Neighborhoods Agent
ctsteven@ufl.edu

Beth Bolles

Horticulture Agent
bbolles@ufl.edu

Escambia County Extension

850-475-5230

Jimmie Jarratt

Urban Forester
Escambia County
Neighborhood & Environmental
Services Department
Jimmie_jarratt@co.escambia.fl.us
850-595-3535

Or visit these websites:

http://escambia.ifas.ufl.edu/FYN_Index.htm

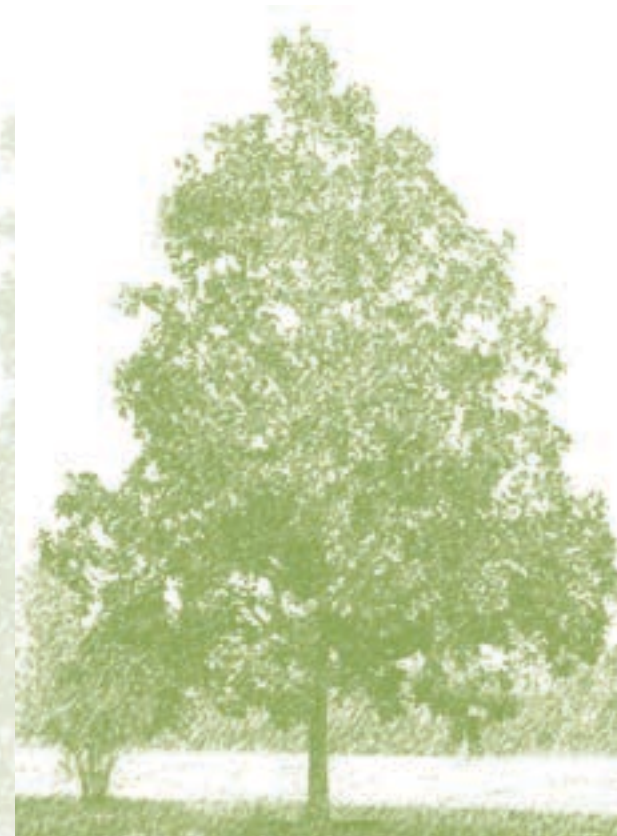
www.floridayards.org



Planting Trees

More than digging a hole!

A Guide for Homeowners



Why plant trees?

Your new tree will provide many benefits to your home. Trees not only provide wildlife habitat and add beauty and grace to your home, but they also improve air quality by producing oxygen and removing carbon dioxide. Trees help control stormwater runoff, moderate temperatures, buffer wind, and reduce energy use. Trees positively affect property values and provide privacy.

How to plant your tree

Successful tree planting does not happen by chance--it requires thought, planning, and attention to detail. Read these steps prior to and while planting your new tree. For more detailed information visit: <http://hort.ifas.ufl.edu/woody/index.htm>.



Before you start

Select a planting site. Look up and around. If there is a power line, security light, sidewalk, driveway, or building nearby that could interfere with proper development of the tree canopy and root system as it grows, plant elsewhere. Keep in mind that the root system will stretch out 2-3 times as far as the branch canopy!

Digging the hole

- Measure the root ball. Dig the hole this deep or slightly shallower than this depth. *Important: Do not dig the hole deeper than the root ball.*
- Dig the hole at least 3 -5 times the width of the root ball.
- Loosen the soil in the hole with a shovel, or another tool.

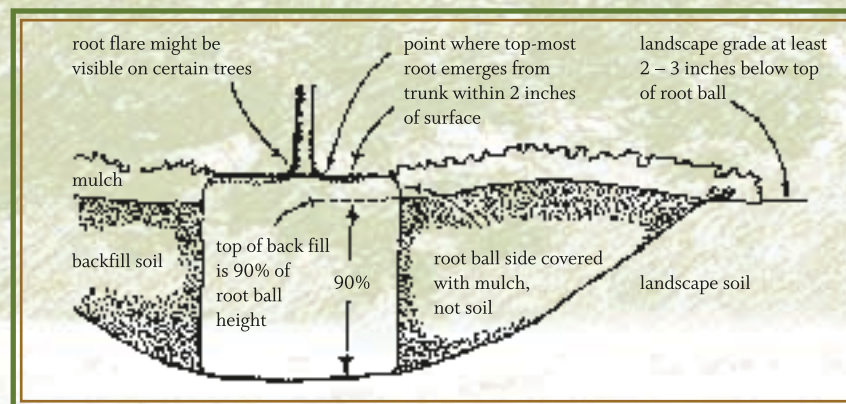
Placing the tree in the hole

- Remove all synthetic materials from around the trunk and root ball. String, rope, synthetic burlap, strapping, plastic, and other materials that will not decompose in the soil must be removed at planting.
- Position the root ball in the hole shallow enough so the topmost root flare is at the same level as the landscape soil. You may need to scrape away soil from the top of the root ball to find this level.
- Cut any roots that circle the top of the root ball.
- Straighten the tree in the hole. View the tree from two directions perpendicular to each other to confirm the tree is straight. Fill in with more backfill soil to secure the tree in the upright position.



Filling in the hole

- Backfill hole with remaining soil and landscape soil to a level slightly lower than the top of the root ball. Attempt to break up any soil clumps as much as possible. *Note: The top 1 to 2 inches of the root ball will be above grade.*
- DO NOT step firmly on the backfill soil because this could compact it and restrict root growth. Instead, water the soil to allow backfill to settle and add soil as necessary.



Trees

Power Outages

Trees and branches that fall on or grow into power lines are one of the main causes of power outages in our area. So before you plant a tree, please take into account the size it will grow as it matures — and the location of overhead lines. Every year, customers plant trees too close to existing power lines. These can become a potential hazard to public safety and reliable electric service and must be trimmed.

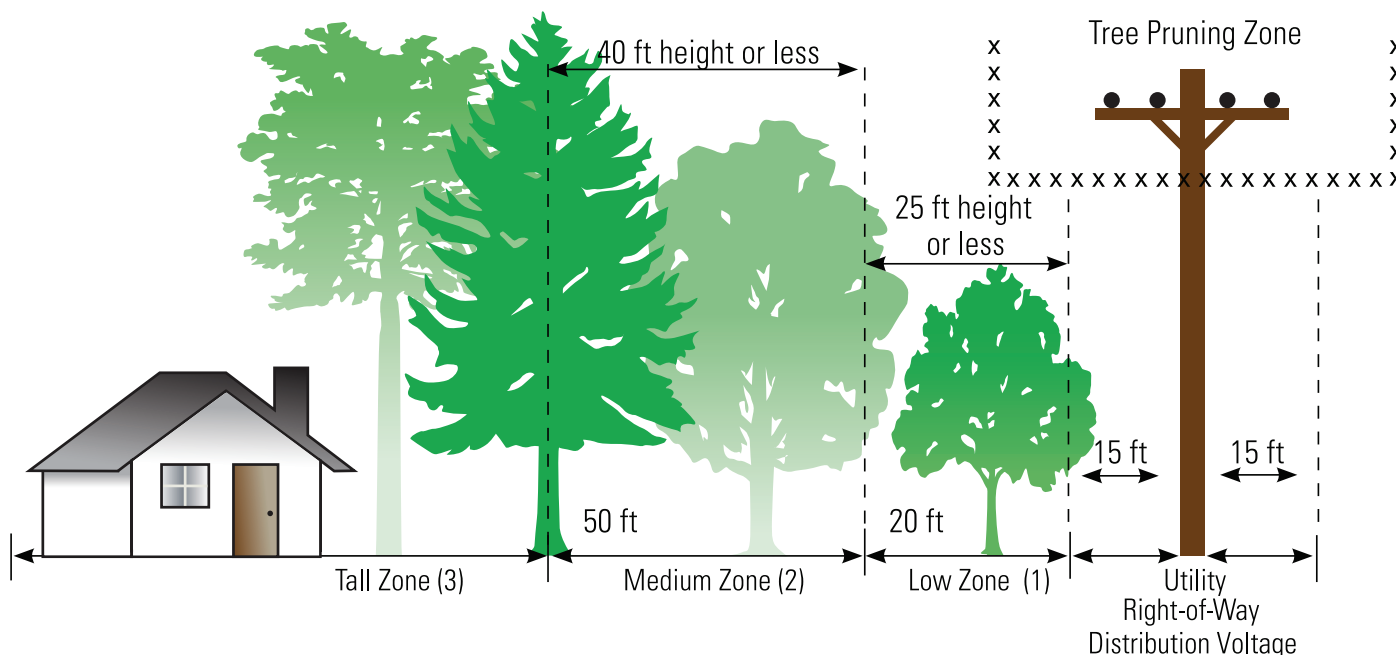
Gulf Power only trims trees near our primary lines going from pole to pole (in the right-of-way). We do not trim trees on your property from the pole to the house (called a service drop). If you need to trim the trees on your property, Gulf Power will come out and disconnect and reconnect your service for free.

When planting, please follow these guidelines:

- Small trees (Low Zone) can be planted near power lines.
- Medium-sized trees (Medium Zone) should be planted 25 to 40 feet from power lines.
- Large trees (Tall Zone) should be planted more than 50 feet from power lines.

Safety

Tree limbs that are too close to power lines may become energized or may break and fall, bringing the power lines to the ground. If this occurs, stay away from the lines and call 911 immediately. For more information on trees that can be planted near power lines, please visit or contact your local nursery or the County Extension Service.



For all tree and vegetation concerns, please email treegulf@southernco.com or call Customer Service at 800-225-5797.

Wind Resistant Tree Species

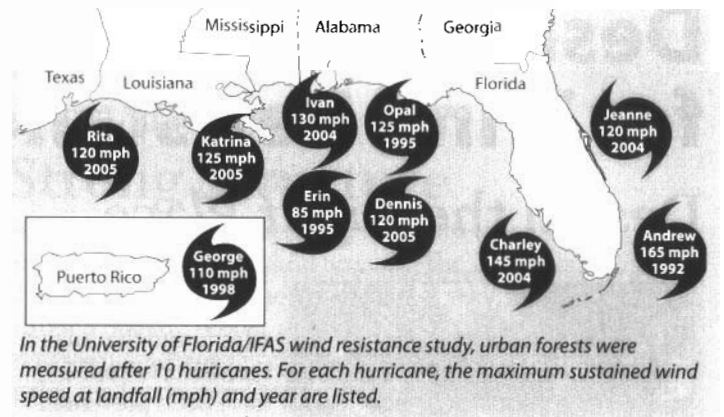
These wind resistant tree lists were developed from research of ten hurricanes which struck the Southeast U.S. Coastal Plain, South Florida and Puerto Rico between 1992 and 2005. In addition, a survey of arborists, scientists and urban foresters contributed information to rank wind resistance. The recommended tree species are divided into the Southeast U.S. Coastal Plain region (which includes USDA hardiness zones 8 and 9) and Tropical and Subtropical regions (including USDA hardiness zones 10 and 11).

U.S. Southeast Coastal Plain

American hophornbeam, *Ostrya virginiana*
 Baldcypress, *Taxodium distichum*
 Beech, blue, *Carpinus caroliniana*
 Chickasaw plum, *Prunus angustifolia*
 Common persimmon, *Diospyros virginiana*
 Crape myrtle, *Lagerstroemia indica*
 Dogwood, *Cornus florida*
 Fringe tree, *Chionanthus virginicus*
 Hickory, Florida scrub, *Carya floridana*
 Hickory, mockernut, *Carya tomentosa*
 Hickory, pignut, *Carya glabra*
 Holly, American, *Ilex opaca*
 Holly, dahoon, *Ilex cassine*
 Holly, yaupon, *Ilex vomitoria*
 Inkberry, *Ilex glabra*
 Magnolia, saucer, *Magnolia x soulangiana*
 Magnolia, southern, *Magnolia grandiflora*
 Magnolia, sweetbay, *Magnolia virginiana*
 Maple, Florida sugar, *Acer saccharum* subsp. *floridanum*
 Maple, Japanese, *Acer palmatum*
 Oak, live, *Quercus virginiana*
 Oak, myrtle, *Quercus myrtifolia*
 Oak, post, *Quercus stellata*
 Oak, sand live, *Quercus geminata*
 Oak, Shumard, *Quercus shumardii*
 Oak, swamp chestnut, *Quercus michauxii*
 Oak, turkey, *Quercus laevis*
 Podocarpus, *Podocarpus* spp.
 Pondcypress, *Taxodium ascendens*
 Redbud, *Cercis canadensis*
 River birch, *Betula nigra*
 Sparkleberry, *Vaccinium arboreum*
 Sweetgum, *Liquidambar styraciflua*
 Tupelo, black, *Nyssa sylvatica*
 Tupelo, water, *Nyssa aquatica*
 White ash, *Fraxinus americana*
 Winged elm, *Ulmus alata*

Palms

Cabbage, *Sabal palmetto*
 Date, Canary Island, *Phoenix canariensis*
 Date, *Phoenix dactylifera*
 Pindo, *Butia capitata*



Tropical and Subtropical

Baldcypress, *Taxodium distichum*
 Buttonwood, *Conocarpus erectus*
 Cocoplum, *Chrysobalanus icaco*
 Crape myrtle, *Lagerstroemia indica*
 False tamarind, *Lysiloma latisiliquum*
 Geiger tree, *Cordia sebestena*
 Gumbo limbo, *Bursera simaruba*
 Hickory, Florida scrub, *Carya floridana*
 Holly, dahoon, *Ilex cassine*
 Ironwood, *Krugiodendron ferreum*
 Lignumvitae, *Guaiacum sanctum*
 Lychee, *Litchi chinensis*
 Magnolia, southern, *Magnolia grandiflora*
 Magnolia, sweetbay, *Magnolia virginiana*
 Mahogany, *Swietenia mahagoni*
 Mastic tree, *Sideroxylon foetidissimum*
 Oak, live, *Quercus virginiana*
 Oak, sand live, *Quercus geminata*
 Paradise tree, *Simarouba glauca*
 Pigeon plum, *Coccoloba diversifolia*
 Podocarpus, *Podocarpus* spp.
 Pondapple, *Annona glabra*
 Pondcypress, *Taxodium ascendens*
 Satinleaf, *Chrysophyllum oliviforme*
 Sea grape, *Coccoloba uvifera*
 Stopper, boxleaf, *Eugenia foetida*
 Stopper, redberry, *Eugenia confusa*
 Stopper, white, *Eugenia axillaris*
 Sweetgum, *Liquidambar styraciflua*
 Tupelo, black, *Nyssa sylvatica*

Palms

Alexander, <i>Ptychosperma elegans</i>	Fishtail, <i>Caryota mitis</i>
Areca, <i>Dypsis lutescens</i>	Florida silver, <i>Coccothrinax argentata</i>
Bottle, <i>Hyophorbe lagenicaulis</i>	Manila, <i>Adonidia merrillii</i>
Blue latan, <i>Latania loddigesii</i>	Pindo, <i>Butia capitata</i>
Cabbage, <i>Sabal palmetto</i>	Royal, <i>Roystonea elata</i>
Chinese fan, <i>Livistona chinensis</i> *	Spindle, <i>Hyophorbe verschaffeltii</i>
Coconut, <i>Cocos nucifera</i>	Thatch, key, <i>Thrinax morrisii</i>
Date, Canary Island, <i>Phoenix canariensis</i>	Thatch, Florida, <i>Thrinax radiata</i>
Date, <i>Phoenix dactylifera</i>	Triangle, <i>Dypsis decaryi</i>
Date, pygmy, <i>Phoenix roebelenii</i>	

* Caution: manage to prevent escape (as recommended by IFAS <http://plants.ifas.ufl.edu/assessment.html>)

We present these lists with the caveat that no tree is perfectly wind-proof and that many other factors contribute to wind resistance including soil conditions, wind intensity, previous cultural practices, tree health and age. These lists do not include all trees that could be wind resistant. They list those species encountered during our studies in large enough numbers to run statistical comparisons.

Southern Escambia County, Florida's Urban Forests¹

Francisco Escobedo, Sebastian Varela, Christina Staudhammer, Benjamin Thompson, and Jimmie Jarratt²

Introduction

The urban forest provides a community numerous benefits and is composed of a mix of native and non-native species. The mix of tree sizes and conditions, as well as the distribution of trees is determined by climate, urbanization patterns, and human preferences. To better understand southern Escambia County's urban forest and its social, economic, and environmental benefits, we developed this publication to help assess: 1) composition and structure, 2) canopy cover, 3) carbon sequestration and storage, 4) air pollution removal, and 5) energy effects on residential buildings. We then compare southern Escambia County's urban forest with forests in other cities in the state of Florida. The information in this publication can provide useful benchmarks and information to urban foresters, residents, and planners so they can better manage this resource (Escobedo et al. 2007).

Methodology

Data was collected by sampling 79, random, 0.04-ha (0.10-acre) plots during 2008 over an area of 2,289 hectares (ha) (5,654 acres) in southern Escambia County, Florida (Figure 1). In these plots we measured tree diameter at breast height (DBH) (e.g. woody species with DBH greater than 2.5 cm regardless of growth habit), species, height, crown characteristics, location, as well as distance and direction relative to residential buildings. We also collected information on tree canopy cover, land use conditions, and shrub and surface cover. The data were analyzed using USDA Forest Service's Urban Forest Effects (UFORE) model (<http://www.ufore.org>). Key parameters estimated by the model include *leaf area*, which is the sum of all tree leaf surfaces; *carbon storage*, which in our model is the proportion of woody biomass held in the tree's stem and branches over its lifetime; and *carbon sequestration*, which is the estimated amount of annual carbon removed by trees through their growth.

1. This document is FOR231, one of a series of the School of Forest Resources and Conservation Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Original publication date December 2009. Visit the EDIS Web Site at <http://edis.ifas.ufl.edu>.

2. Francisco Escobedo, assistant professor; Sebastian Varela, research technician; Christina Staudhammer, assistant professor; Benjamin Thompson, graduate research assistant; and Jimmie Jarratt, environmental specialist, Escambia County, Florida; School of Forest Resources and Conservation, Institute of Food and Agricultural Sciences, University of Florida

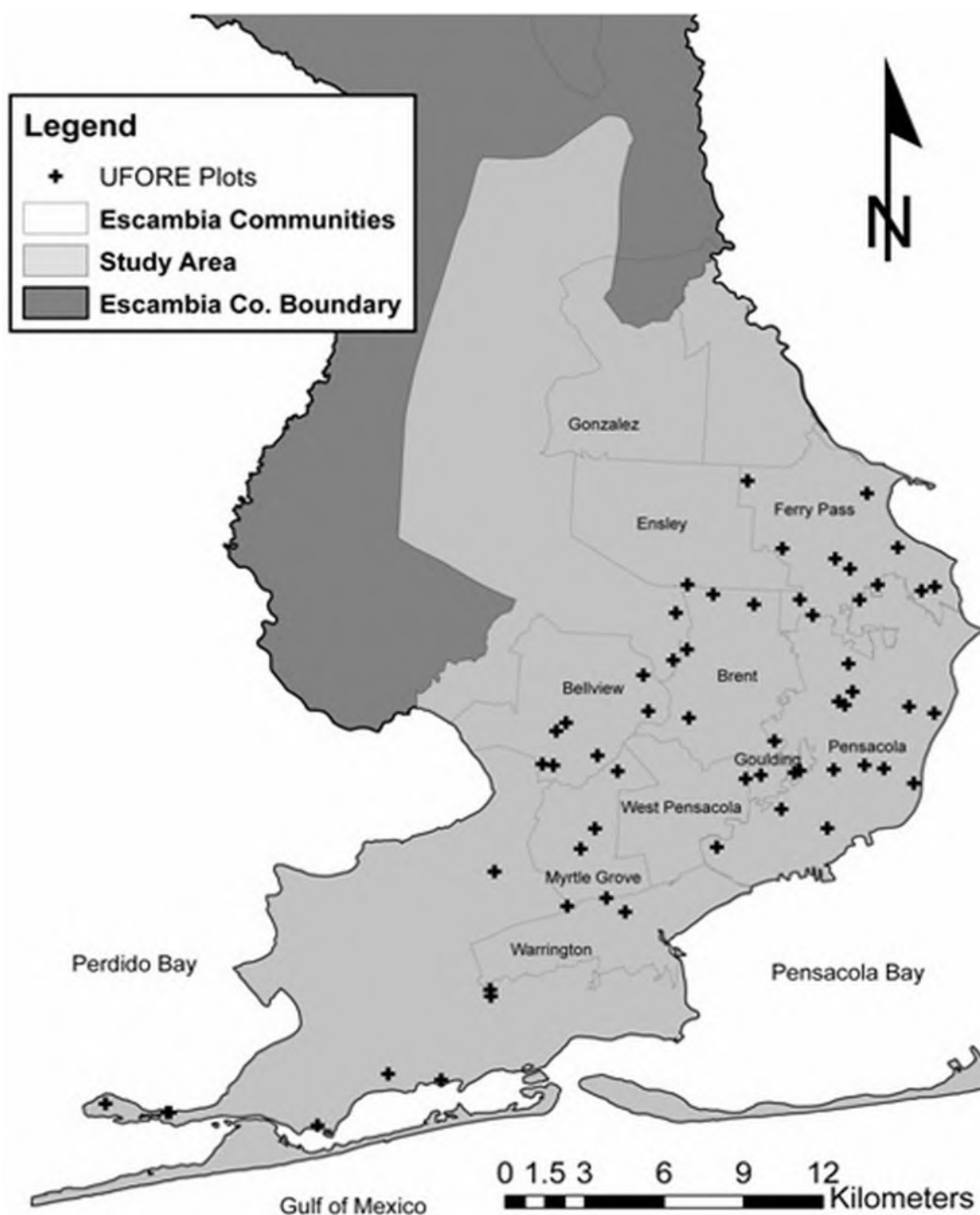


Figure 1. Urban forest effects (UFORE) analysis in the southern Escambia County area.

To estimate carbon storage, the model uses the relationship between a tree's size and its dry weight biomass (Escobedo et al 2009c). Approximately 50% of a tree's dry weight biomass is carbon. The average annual growth for specific types of trees, as well as their size, and condition were accounted for in estimating carbon sequestration rates (Nowak and Crane 2002). Since carbon sequestered by trees is

often exchanged in markets in units of carbon dioxide, carbon estimates were converted to carbon dioxide (CO₂) equivalents by multiplying by 3.67. Values were multiplied by \$4 per metric ton of CO₂ equivalents (\$4/mtCO₂) based on the current market value (August 2008) on the Chicago Climate Exchange (2008).

The amount of air pollution removal by trees in southern Escambia County was estimated using tree cover and leaf area data as well as available hourly pollution and weather data for 2000. The amount of pollution removal was calculated for ozone (O₃), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), carbon monoxide (CO), and particulate matter less than ten microns (PM₁₀). Finally, estimates of urban tree effects on residential buildings energy use (e.g. heating and cooling) were based on field measurements of the distance and direction of trees greater than 20 feet tall relative to space-conditioned residential buildings less than 2 stories high. The UFORE model also incorporated tree type (e.g. evergreen or deciduous), building type and age, regional climate characteristics, and common carbon dioxide emissions from the generation of electricity in the southeastern United States (McPherson and Simpson 1999, Nowak and others 2006).

Urban forest structure and composition

Southern Escambia County's urban forest was composed of a relatively diverse number of species (Escobedo et al. 2009a). A total of 616 trees were measured and 65 different species were identified. Approximately 13 percent of all trees sampled were non-native to the state of Florida. Increased tree diversity can minimize the overall impacts by a species-specific insect or disease. An increase in the number of exotic-invasive plants can pose a risk to native plants if these out-compete and displace native plants.

The 10 most common species accounted for 82 percent of all trees. The three most common species in the city were laurel oak (*Quercus laurifolia*), swamp cypress (*Cyrilla racemiflora*), and loblolly pine (*Pinus taeda*), at 38, 10, and 8 percent of the total tree population, respectively (Figure 2). Tree composition varied by land use. Chinese tallow tree (*Triadica sebifera*; 71 percent) dominated commercial lands, crape myrtle (50 percent) dominated industrial lands, and laurel oaks dominated residential areas (22

percent) as well as forest and vacant lands (46 and 33 percent, respectively).

The study area had an estimated 720,720 trees. Trees with diameters at breast height between 2.5 and 13 cm (1 and 6 inches) account for 80 percent of southern Escambia County's total tree population. This is not uncommon for urban forests (Escobedo et al 2009a). The highest tree density occurs on forest lands with 1,705 trees per hectare (690 trees/acre) followed by vacant lands with an average of 890 trees per ha (360 trees/acre), followed by residential areas with 141 trees/ha (57 trees/acre) and then by commercial and industrial lands both with 49 trees/ha (20 trees/acre) (Figure 3). The average tree density in southern Escambia County, taking into account all of its land uses, is 315 trees/ha (127 trees/acre), which is greater than many other cities in the United States, which average 14 to 119 trees/acre (Nowak and others 2006). The high average number of trees per acre in southern Escambia County might be due to the abundance of remnant, naturally forested areas with high regeneration rates in the understory and an abundance of smaller sized trees.

Tree crown condition also varies by land use. Overall, 78 percent of the trees were classified as being in good and excellent condition, and 14 percent were classified as being in poor condition, declining, or dead. Industrial land use had the greatest percentage of excellent and good trees, whereas forest land use had the highest percentage of trees with poor or worse condition most likely due to lack of active tree maintenance, past hurricanes impacts and removals.

In summary, a large percentage of southern Escambia County's trees are smaller, which, in most cases, indicates a younger urban forest. Many different native trees can be found throughout the city. More than a half of all trees are found on forested lands. Land use change and hurricane impacts could have affected the urban forest structure assessed in this publication.

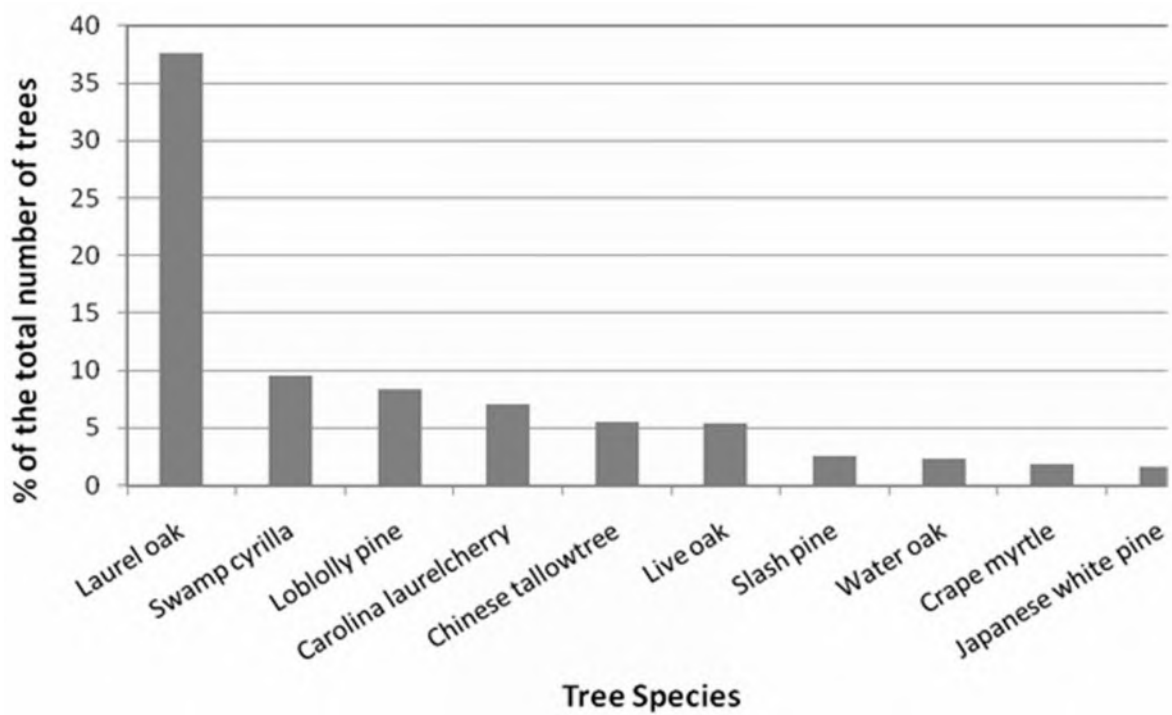


Figure 2. Top 10 most common trees sampled in southern Escambia County's urban forest in 2008.

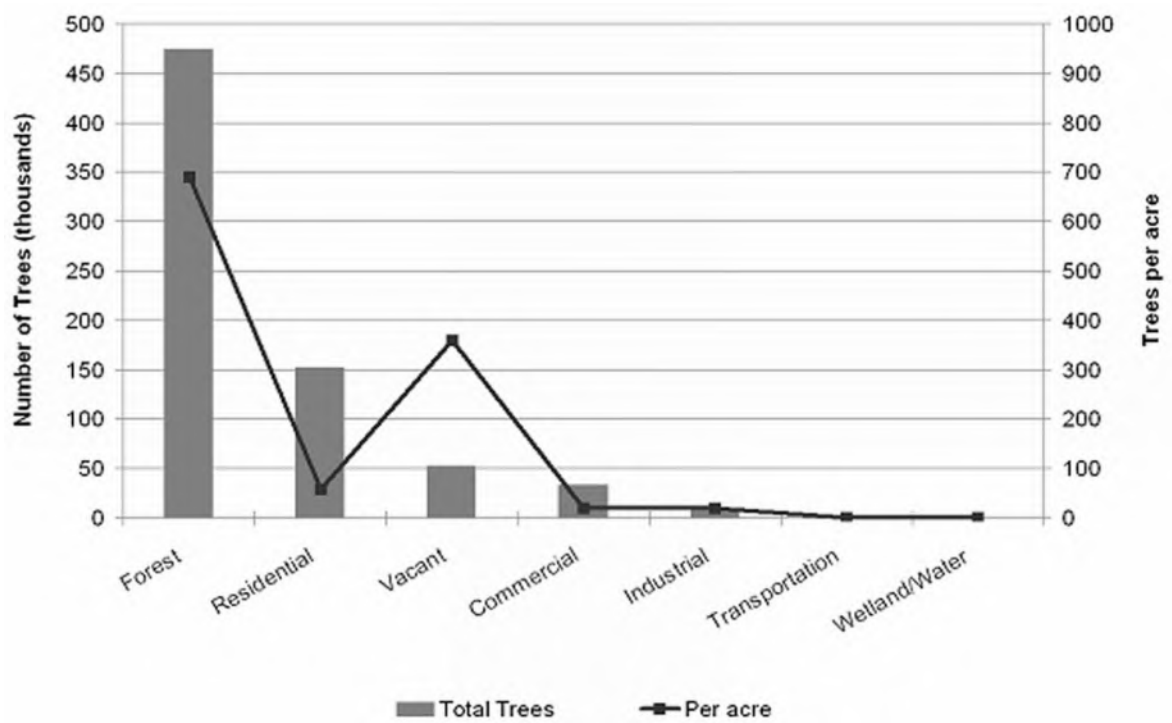


Figure 3. Tree distribution by land use of southern Escambia County's urban forest.

Canopy cover, ground cover and leaf area

Most ecosystem services from trees are linked directly to the amount of healthy urban forest canopy cover (Escobedo et al 2008b). Urban forest cover is dynamic and changes over time due to factors such as

urban development, hurricanes, removals, and growth. The amount of a city's canopy cover depends on its land use, climate, and people's preferences. This section examines how tree composition and location influence urban forest canopy and leaf area, and how tree and ground surface covers vary across southern Escambia County.

Results obtained from the UFORE model and field data indicate *tree cover* in southern Escambia County was 14 percent while *shrub cover*, often present under trees, was 24 percent. Herbaceous surface cover (e.g. lawns, gardens, pastures) was 41 percent, impervious surface cover (e.g. concrete, roads, tar) was 22 percent, and buildings covered 11 percent of southern Escambia County (Figure 4). The amount of urban forest and impervious cover is often used as an indicator or standard by planners to establish future goals and targets. Over half of all trees were found in residential, industrial and vacant areas. Impervious and building surfaces are predominantly found in transportation and commercial areas.

While all tree species contribute to the community's overall urban forest cover, some species contribute more than others because of their size (e.g., crape myrtle versus a live oak). Approximately 57 percent of southern Escambia County's tree cover is evergreen (evergreen trees maintain their leaves year round and provide year-round functions). In southern Escambia County, trees that dominate in terms of leaf area are laurel oak (*Quercus laurifolia*), live oak (*Quercus virginiana*), and swamp cypress (*Cyrilla racemiflora*). Tree species that dominate in terms of actual numbers are laurel oak, swamp cypress, and loblolly pine (*Pinus taeda*).

Figure 5 shows a comparison between the top ten tree species contributing to the canopy cover in southern Escambia County as defined by leaf area relative to their total numbers. For example, even though Carolina laurel cherry (*Prunus caroliniana*) and Chinese tallowtree are common in southern Escambia County, their overall leaf area contributes less to the area's canopy than their numbers would indicate. Live oaks, on the other hand, comprise only 5 percent of all trees in southern Escambia County, yet they contribute to 28 percent of the area's total leaf area.

It is important to realize that urban forest cover can change over time due to urban development, windstorms, tree growth, and land use. Many tree benefits are linked directly to the amount of healthy leaf surface area (Escobedo et al 2008b). By planning and managing tree canopy cover and the extent by tree species, the urban forest manager can develop comprehensive management goals and objectives to improve ecosystem services.

Carbon sequestration and storage

Climate change is an issue of global concern. Urban trees can help reduce concentrations of atmospheric carbon dioxide through their growth and by reducing energy use in buildings through shading and modifying winds. This reduction in building energy use can reduce carbon dioxide emissions produced at fossil-fuel based power plants as part of the process of generating electricity. By estimating the amount of carbon dioxide removed by trees and their shading and windbreak effects on buildings, we can determine the role of urban forests in mitigating climate change and also assign an economic value to the amount of carbon sequestered by an urban forest.

Young trees with a small DBH sequester little carbon due to the limited growth and size. Eventually if they continue to stay healthy and grow they will accumulate more carbon as their biomass increases. Large trees in southern Escambia County greater than 77 inches in DBH continue to sequester the most carbon (Table1). Live oaks, laurel oaks and slash pines store 53, 27 and 4 percent of all carbon respectively. Laurel oaks, live oaks, and slash pine sequester 36, 32 and 3 percent of all carbon, respectively.

Healthier and larger trees sequester the greatest amount of carbon annually (Escobedo et al 2008c). As trees grow, they store more carbon by assimilating it in their woody tissue. As trees die and decay, they release much of the stored carbon back into the atmosphere. Southern Escambia County's trees sequestered 10,189 mtCO₂ per year with an economic value of \$56,411. Figure 6 depicts a comparison of the economic value and net carbon dioxide sequestered by trees located in areas dedicated to

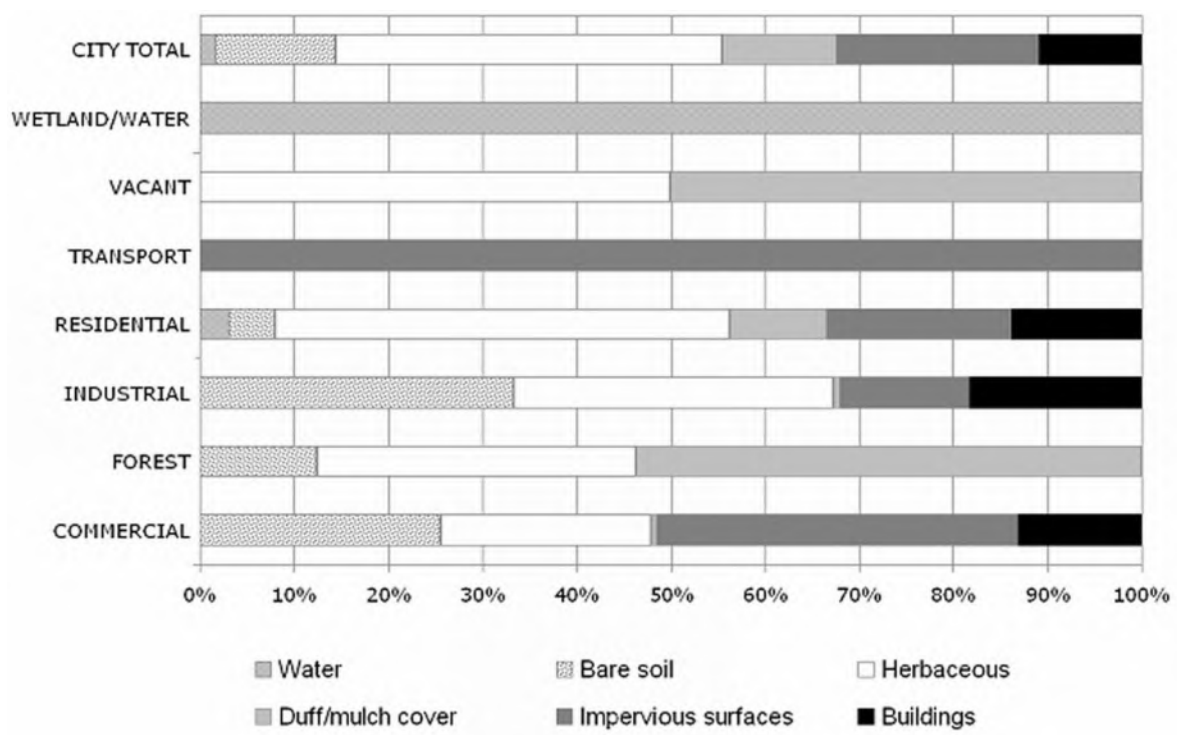


Figure 4. Surface ground covers by land use in southern Escambia County's urban forest.

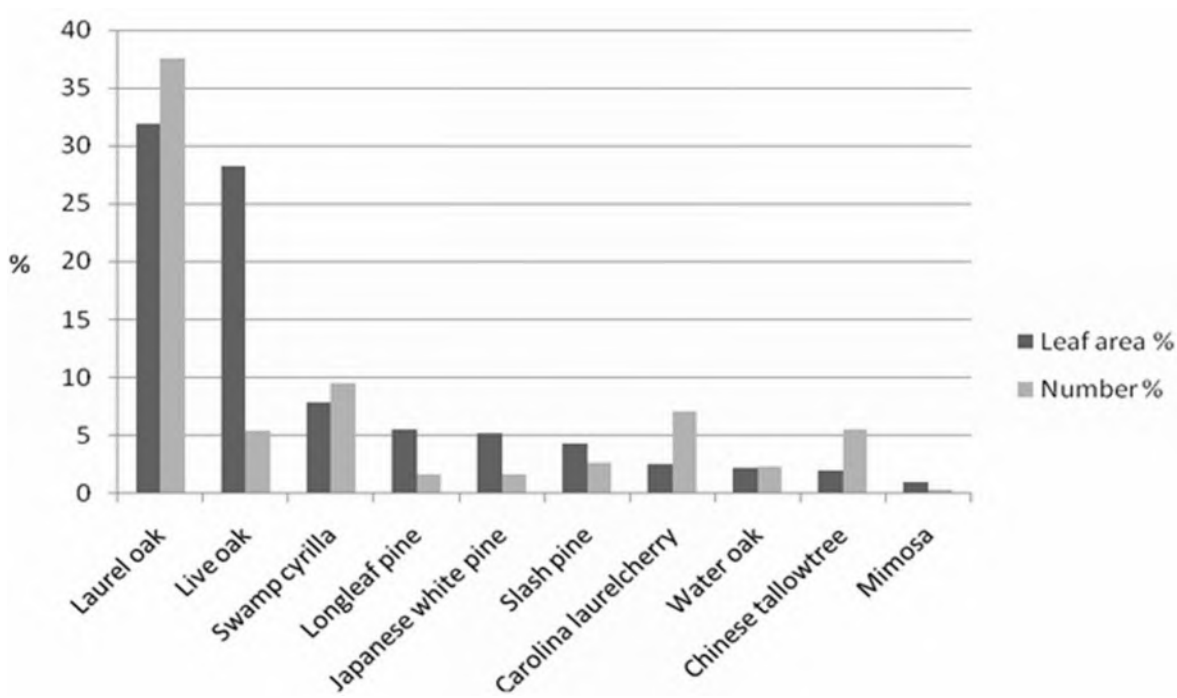


Figure 5. The top ten trees with highest total leaf area compared to their numbers in southern Escambia County's urban forest.

different land uses. Trees located on forest lands sequester more CO₂ than residential due to greater tree density in forest versus residential land uses.

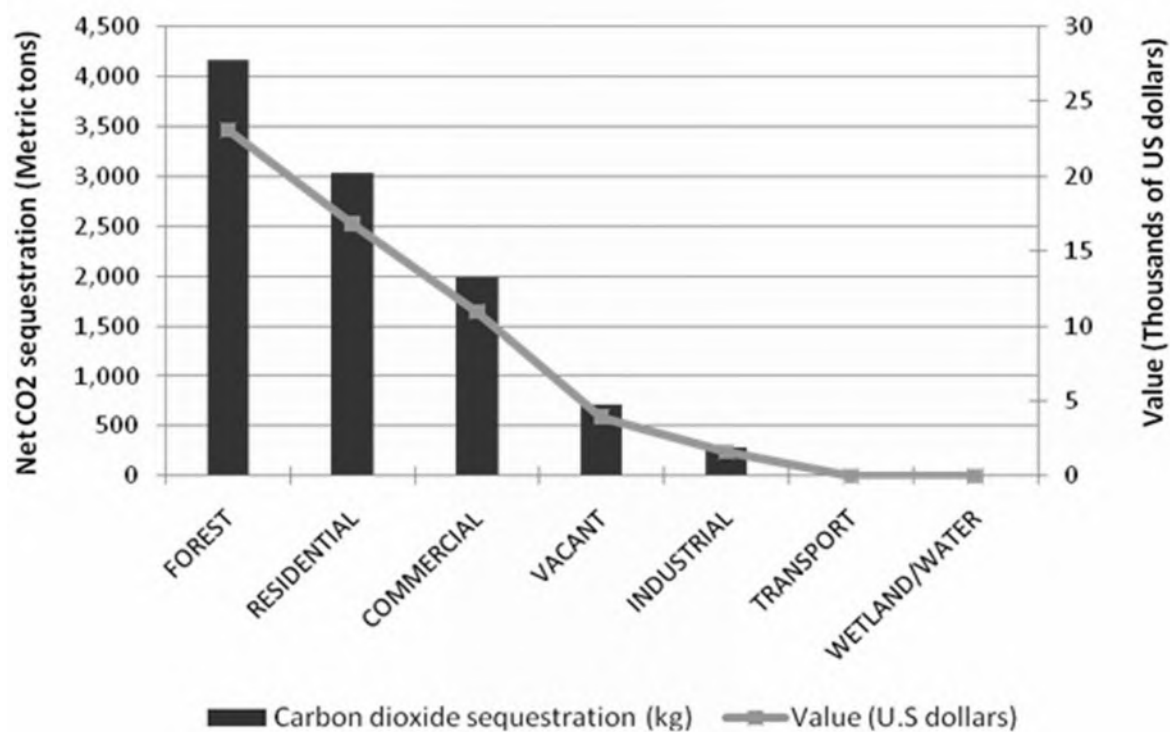


Figure 6. Net CO₂ sequestration per land use area and its associated value in southern Escambia County's urban forest.

Air pollution removal

On average, 1 square meter of tree cover removes 7 grams of air pollutants in southern Escambia County. Total pollution removal was greatest for particulate matter less than ten microns, followed by ozone, carbon monoxide, nitrogen dioxide and sulfur dioxide. Figure 7 compares the pollution removed and the resulting economic health benefits to society at large. It is estimated that annually trees in the study area removed 25 tons of air pollution (CO, NO₂, O₃, PM₁₀, SO₂). This is approximately \$146,000 US dollars in health benefits per year.

Energy effects on residential buildings

Trees affect energy use by shading buildings, reducing temperatures by providing evaporative cooling, and blocking winter winds. Trees tend to reduce building air conditioning use in the summer months and can either increase or decrease building

energy use in the winter months depending on the location of trees relative to a building. Based on the size of a building and the surrounding trees, we can place an economic value on the effects on energy use in residential buildings (Escobedo et al 2008d).

Based on the 2007 average retail price of electricity in Florida (EIA 2007), trees in southern Escambia County are estimated to provide about \$306,000 in savings due to reduced air conditioning and heating use. However, trees can also increase heating use in winter by approximately \$32,000 dollars annually due to the shading of the sun which results in increased heating. Table 2 provides a breakdown of the air conditioning and heating use and price savings as well as heat emissions costs by residential trees.

Trees clustered together near a building can create a microclimate cooling system via evapotranspiration (the evaporation of water from plant surfaces and bodies of water) and shade. Finally, trees properly positioned around a building can direct wind air flow to the building to help cool it down in warmer months or away from the building to

diminish cooling effects during cooler months (Meerow and Black 2003).

The placement of trees around a building can influence the amount of energy required to maintain acceptable temperatures inside the building. Trees planted on the west side block the increase of solar heat in the afternoon during summer, and trees on the east and south sides of the house will block the solar heat in the summer. In more northerly areas of Florida, the same trees will increase the heating requirement for the structure in the winter if they are not deciduous trees (McPherson and others 1999). This negative shading effect is caused by evergreen trees blocking solar heat from reaching a structure to warm it during north Florida's colder months. Relying on the principle of "the right tree in the right place" will allow the sun's heat to reach a structure if deciduous trees, which lose their leaves in the fall, are planted on the south and east sides. Ultimately homeowners determine how cool or warm they prefer the inside of their homes to be and tree placement effects may vary from person to person and home to home.

By influencing energy production in power plants, trees can also affect emissions of carbon dioxide (CO₂) and other green house gases. In doing so trees can indirectly lower (or increase) CO₂ emissions by power plants and this offset of avoided emissions can result in economic savings to the community (McPherson and others 1999). Using the average price of CO₂ on the Chicago climate exchange of \$4 per ton of CO₂ emissions avoided (August 2008), the effect of trees on residential building energy use can result in \$13,770 in benefits and \$3,377 in costs; a benefit-cost ratio of 4:1. Table 3 provides a breakdown of the energy savings and costs due to southern Escambia County's urban forests.

In summary, it is important for homeowners to plant trees in the right place to maximize cooling benefits in the summer and solar heat gain in the winter. See Meerow and Black (2003) for more specific landscaping suggestions. It is important to consider that energy savings are also affected by the occupant's use of the air conditioning and heating systems as well as the energy use efficiency characteristics of buildings and heating-cooling units

(Escobedo et al 2008d). It is important for homeowners and landscape architects to carefully consider placement of trees around structures to maximize energy benefits.

Comparing southern Escambia County's urban forest with others in Florida

It can be difficult to determine which tree species are the most important contributors to an urban forest. This is because certain species are numerous in an urban forest yet they have low leaf area and vice versa. But in general there are some methods to determine the overall role of a particular tree species in the urban forest. Ecologists overcome this uncertainty by calculating the Importance Value (IV) for each species based on its relative frequency (% of population) and relative leaf area. When these values are summed the IV can be used to standardize tree species and rank and compare the importance of tree species (Figure 8). Laurel and live oak are particularly important species in southern Escambia County relative to other tree species found in other urban areas in Florida. Certain tree species are found in high numbers only in southern Escambia County, while others are found only in other Florida cities.

Urban forests in southern Escambia County have a greater tree density (number of trees per hectare) in comparison to Gainesville, Miami-Dade County and Tampa (Table 4). Tree cover numbers in southern Escambia County are likely a result of the study area encompassing coastal, highly urbanized portions of the county. Larger trees in Gainesville might explain that city's larger amounts of carbon storage compared to other Florida cities.

The information presented in this document can be used to establish baselines and provide an insight into existing urban forest structure and its ecosystem services. It can be used to formulate management strategies and goals that maximize benefits and minimize safety risks to citizens. The information is especially useful for developing and establishing medium and long-term management goals and objectives (Escobedo et al. 2007). Understanding a community's urban forest structure, community perceptions and available resources can be used to maximize the benefits of an urban forest.

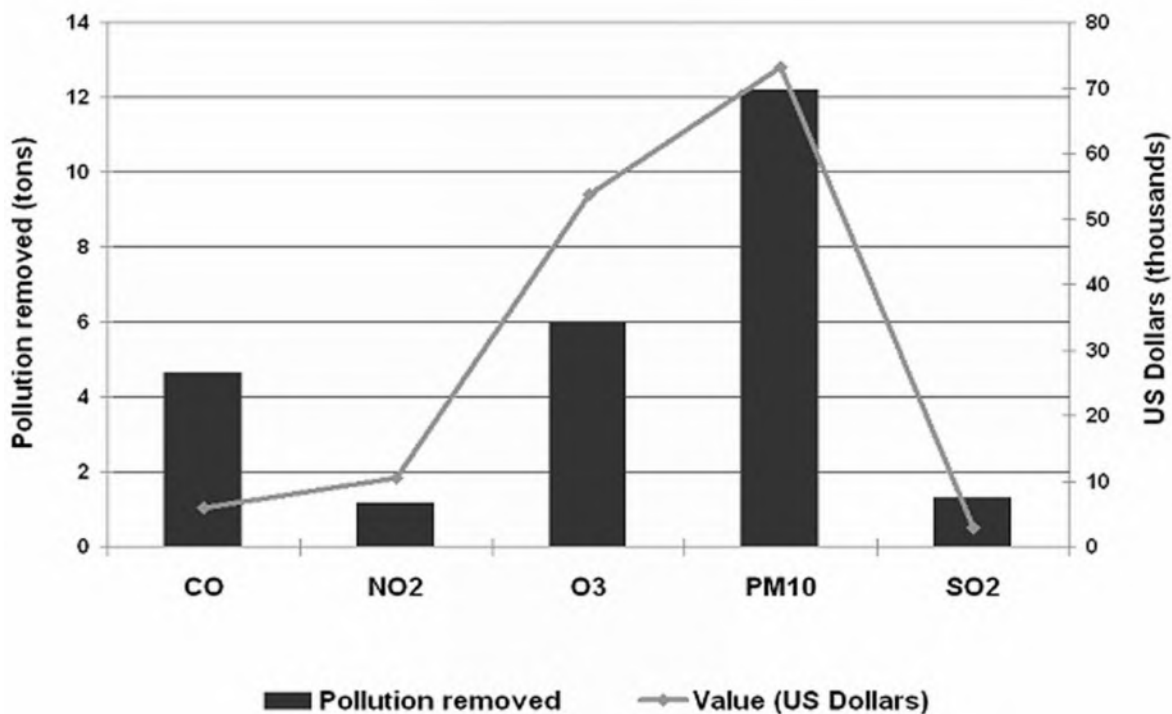


Figure 7. Comparison of the annual pollution removed in metric tons and the resulting health benefits in southern Escambia County.

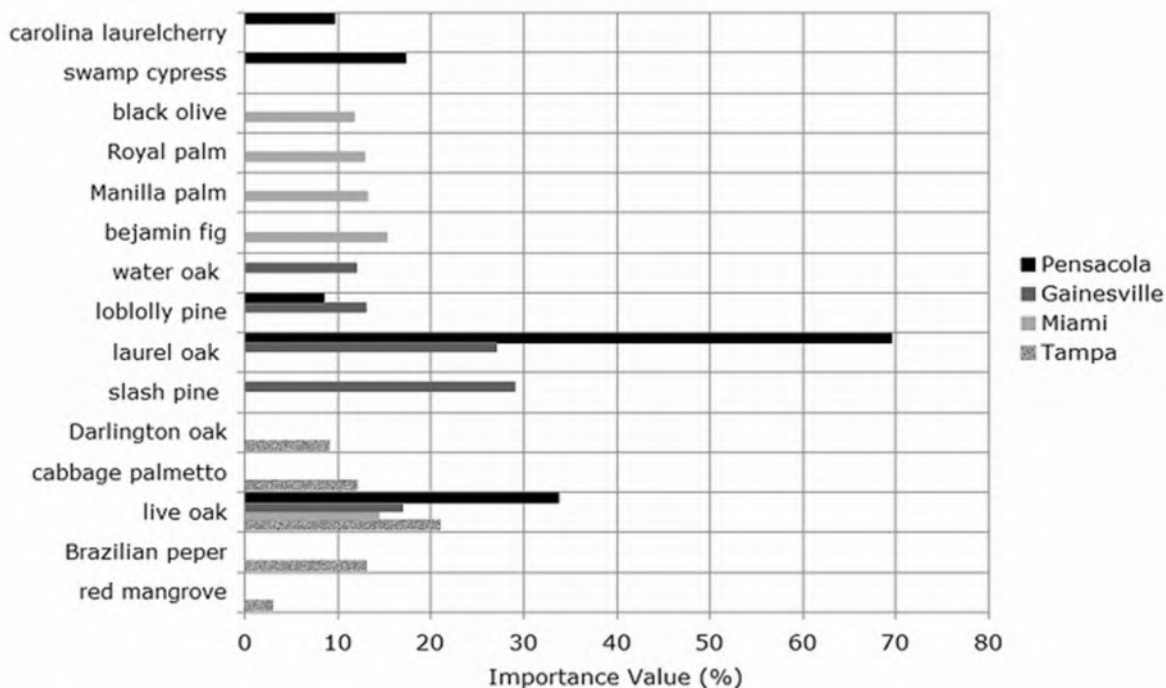


Figure 8. Importance values for species found in southern Escambia County and other urban areas in Florida.

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Table 1. Comparison of estimated average carbon stored and sequestered per tree in one year by diameter at breast height (DBH) size classes in southern Escambia County.

DBH Class (cm)	Per Tree C Storage (kg)	Per Tree Net Sequestered (C kg/year)	Per Tree Net Sequestered (CO ₂ kg/year)
0 – 15	22	4.0	14.7
16 – 30	250	16.8	61.6
31 – 45	604	18.5	67.9
46 – 60	1,169	35.6	130.6
61 – 76	2,664	72.7	266.4
77+	15,034	187.3	686.7

Table 2. The benefits and costs based on energy use effects due to tree shading, windbreak, and climate effects near residential buildings in southern Escambia County.

	MW ^h s ¹	Benefits*	Cost*
Heating avoided due to wind break	287	\$31,570	
Heating avoided due to tree effects on surrounding climate	460	\$50,600	
Air conditioning use avoided due to tree shading	1,481	\$162,910	
Air conditioning use avoided due to tree effects on surrounding climate	556	\$61,160	
Increased heating due to shading	294		\$32,340
Annual Sum of Benefits and Costs		\$306,240	\$32,340
1 Kwh = 0.001 megawatt hours (MWh), *assuming \$0.11 average price per kilowatt hour for Florida end-user (FIA 2007).			

Table 3. Annual energy savings and costs due to tree location around residential buildings in southern Escambia County.

	Benefit or Cost	C mt/yr	CO ₂ mt/yr	US\$ CO ₂ savings/year
Heating avoided due to windbreak	Benefit	239	877	3,509
Heating avoided due to local climate effects	Benefit	373	1369	5,476
Cooling avoided due to shading	Benefit	237	870	3,479
Cooling avoided due to climate effects	Benefit	89	327	1,307
Heating emissions due to shading	Cost	230	844	3,377

C, Carbon; CO₂, Carbon dioxide

Table 4. Urban forest cover, composition and carbon storage for four cities within the state of Florida.

Urban area	Urban forest cover	Most common trees and palms (Average number of trees or palms per ha)	Average tree density (Number of trees/ha)	Average C storage kg/ha
Gainesville	Tree 50% Palm 1%	Laurel oak (23) Carolina laurel cherry (21)	242	30,800
Southern Escambia County	Shrub 16% Tree 13% Palm 1% Shrub 24%	Slash pine (15) Laurel oak (31) Chinese tallow tree (11) Carolina laurel cherry (9)	315	27,400
Miami-Dade County	Tree 9% Palm 3% Shrub 5%	Surinam cherry (6) Christmas palm (5) Live oak (5)	83	9,300
Tampa*	Tree 28% Palm 7% Shrub 14%	Black mangrove (30) White mangrove (16) Laurel oak (15)	257	15,331

*http://www.sfrc.ufl.edu/urbanforestry/Files/TampaUEA2006-7_FinalReport.pdf



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-22

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 25-22 AMENDMENT TO CITY CODE SECTION 4-3-97 -
SANITATION COLLECTION FEE AND THE SANITATION EQUIPMENT SURCHARGE

RECOMMENDATION:

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

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Chapter 4-3 of the City Code contains rules and regulations related to garbage and refuse within the City of Pensacola. More specifically, Section 4-3-97 establishes fees and surcharges for recycling, solid waste, and refuse collection services. This section also requires that amendments to the schedule of fees and charges be made by a resolution of the City Council.

Section 4-3-97 was last amended Sept. 9, 2021, by increasing the garbage, recycling and trash (i.e. "monthly") collection fee from \$25.11 per month to \$26.15 per month, increasing the Sanitation Equipment Surcharge (surcharge) from \$2.04 per month to \$3.12 per month, and establishing the Premium Service option. In addition to setting rates, fees and charges, Section 4-3-97 also expressly allows for an automatic cost of living adjustment (COLA) to the monthly collection fee and the sanitation equipment surcharge each October 1st.

The monthly collection fee increase to \$26.15 per month implemented on Oct. 1, 2021, allowed for total funding of the Sanitation Services operation as budgeted in the FY2022 Proposed Budget. However, even with the annual COLA, it is not sufficient to cover the operation's future budgetary requirements (i.e. mandatory salary increases for employees covered by Collective Bargaining Agreements, other increases in personnel costs, increasing fleet maintenance costs, etc.) or build a cash reserve as required by City policy. Likewise, the increase in the surcharge taken at that time is

insufficient to fully fund the department's future capital equipment needs.

In January 2022, the City retained Geosyntec Consultants, Inc. (Geosyntec) to conduct an updated solid waste rate study and business plan for Sanitation Services (Sanitation). That study set out to determine the rates required over the next five years for Sanitation to 1) fully self-fund its entire operation, 2) fund the department's five-year Capital Improvement Plan (CIP) for the replacement of sanitation vehicles and equipment, and 3) build the required cash reserve. Geosyntec's final report is attached with this agenda item for reference and Geosyntec will attend the meeting to provide an oral presentation and overview of their findings.

Based on Geosyntec's findings and recommendations, staff seeks the following:

- A \$2.29 increase in the monthly collection rate, bringing the rate to \$28.44 per month effective Oct. 1, 2022.
- Setting of out-year automatic increases to the monthly collection rate through FY27 as follows:
 - 3.9% effective Oct. 1, 2023
 - 3.9% effective Oct. 1, 2024
 - 2.5% effective Oct. 1, 2025
 - 2.5% effective Oct. 1, 2026
- A one-time increase of \$2.00 in the Sanitation Equipment Surcharge, bringing the surcharge to \$5.12 per month effective Oct. 1, 2022.

In addition to these proposed monthly rate increases, staff is recommending the following revisions to the existing published fee schedule (strike-through type represents deleted language; underlined type represents added language):

- New accounts, transferred accounts, and resumption of terminated service(*): ~~\$20.00~~ \$25.00.
(*)Resumption of terminated service also requires payment in full of all outstanding amounts owed.
- Scheduled bulk waste collection: The fee for scheduled bulk item collection shall be ~~fifteen dollars (\$15.00)~~ twenty-five dollars (\$25.00) for the first three (3) minutes and ~~five dollars (\$5.00)~~ ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- Non-scheduled bulk waste collection: The fee for non-scheduled bulk item collection shall be ~~thirty-five dollars (\$35.00)~~ forty-five dollars (\$45.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- Deposits: in an amount up to a total of the highest two (2) months bills for service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits. In addition to the fee for establishment of new accounts, transferring accounts or resumption of terminated service, when new service is requested, and the customer has a history of late payments (i.e. has paid their monthly bill after the payment due date three (3) or more times in the previous twelve (12) months), or has previously had service cut for nonpayment within the past five (5) years, a non-refundable fee of seventy-five dollars (\$75.00) will be required to initiate sanitation service.

Staff is also recommending that the following new fees be added:

- Special Collection on Commercial Account: The fee for bulk item collection for commercial accounts shall be one hundred dollars (\$100.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes.
- Go-Back Fee (cart not out for service): Fifteen dollars (\$15.00). A sanitation fee shall be added as a separate charge on the customer's monthly bill if carts are not parked curbside during the allotted service time for the address. Quarterly, this fee will be waived one time in good faith.
- Overfull Can Fee: Ten Dollars (\$10.00). Per City Ordinance Sec. 4-3-82. - Overloading. a) Any wheeled container which is so loaded that the lid will not fit securely on the container will not be collected by the city. b) The contents of any wheeled container which, with the container, weighs more than 200 pounds, will not be collected. At time of service, if the City-provided cart meets either distinction listed, this fee will be added to the customer's account.
- Damaged Can Replacement Fee: Market price. If a city-provided residential garbage or recycling cart is damaged including, but not limited to, the melting of the cart, the customer will be charged a fee to replace the cart equal to the market value of ordering new equipment.
- Recycle Contamination Fee: Twenty-five dollars (\$25.00). If any items other than recyclables are placed in the city-provided recycling cart, this action results in the contamination of entire load of the servicing vehicle, and a fee will be added to the customer's account.
- Special Event Cart (residential): Customers may request an additional City-provided garbage cart for special events at the address listed on their sanitation account. The fee is ten dollars (\$10.00) per cart and allows for one service per cart. Carts will be loaned to the customer for 48 hours.
- Special Event Cart (commercial): Commercial customers may request an additional City-provided garbage cart for special events at the address listed on their sanitation account. The fee is twelve dollars (\$12.00) per can and twelve dollars (\$12.00) per service. Carts will be loaned to the customer for 48 hours.
- Additional Can Fee (garbage only): Residential customers in need of a second City-provided garbage cart may request an additional cart for an extra ten dollar (\$10.00) monthly fee per cart.

PRIOR ACTION:

September 9, 2021 - City Council adopted Ordinance No. 28-21 adjusting the monthly sanitation equipment surcharge to \$3.12 and the sanitation collection fee to \$26.15.

September 10, 2020 - City Council adopted Ordinance No. 41-20 adjusting the monthly sanitation equipment surcharge to \$3.04 and the sanitation collection fee to \$25.11.

September 26, 2019 - City Council adopted Ordinance No. 22-19 adjusting the monthly sanitation equipment surcharge to \$2.04 and the sanitation collection fee to \$24.64.

September 13, 2018 - City Council adopted Ordinance No. 13-18 adjusting the monthly sanitation equipment surcharge to \$2.00.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the proposed ordinance would set the sanitation rate at \$28.44 per month, a \$2.29 per month increase, and would set the sanitation equipment surcharge at \$5.12 per month, a \$2.00 per month increase. Based on an estimated 21,100 customers, the increase in the sanitation rate is projected to generate an additional \$579,828.00 annually in additional Residential Refuse Container Charges and the sanitation equipment surcharge is projected to generate an additional \$506,400.00 annually for capital equipment expenditures both of which have been incorporated in the FY 2023 Proposed Budget.

Revenues from revised and newly added fees will not be included in the FY 2023 Proposed Budget as it is currently unknown how these fees will affect the bottom-line data. Once implemented, revenue may be adjusted at a later date on a supplemental budget resolution appropriating the expected revenue.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/31/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Fred Crenshaw, Interim Director - Sanitation Services & Fleet Management

Amy Lovoy, Director - Finance

ATTACHMENTS:

- 1) Proposed Ordinance No. 25-22
- 2) Geosyntec, LLC - Rate Study Report Final
- 3) Pensacola Pro Forma Final

PRESENTATION: Yes

PROPOSED
ORDINANCE NO. 25-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste, or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service*(^{*}): ~~Twenty dollars (\$20.00)~~ Twenty-five dollars (\$25.00). (^{*})Resumption of terminated service also requires payment in full of all outstanding amounts owed.
- (2) *Garbage, recycling, and trash collection fee, per month*: ~~Twenty-six dollars and fifteen cents (\$26.15)~~. Twenty-eight dollars and forty-four cents (\$28.44) This fee shall be automatically adjusted 3.9% on October 1, 2023 and October 1, 2024; and 2.5% October 1, 2025 and October 1, 2026, and then upon approval of council each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (3) *Premium Service*: The fee for Premium Service surcharge of twenty dollars (\$20.00) shall be added to the collection fee established herein when participating customer enrolls in this optional service. Retrieval of recycling and garbage carts, dumping, and returning carts to their originating locations are services included. This service is not applicable to trash (green waste/construction and demolition).
- (4) Provided, however, the monthly fee for garbage, recycling, and trash collection for the dwelling of an eligible household, occupied by a person sixty-five (65)

years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., section 1437(f), shall be reduced by one dollar (\$1.00) per month commencing October 1, 1989, and by an additional one dollar (\$1.00) per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.

- (5) *Sanitation equipment surcharge:* ~~Three dollars and twelve cents (\$3.12)~~ Five dollars and twelve cents (\$5.12) per month. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection services fees. This surcharge shall be automatically adjusted upon approval of council each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (6) *Vehicle fuel and lubricant pass-through surcharge:* One dollar and thirty cents (\$1.30) per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.
- (7) *Tire removal:* A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or non-scheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- (8) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be ~~fifteen dollars (\$15.00)~~ twenty-five dollars (\$25.00) for the first three (3) minutes and ~~five dollars (\$5.00)~~ ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- (9) *Non-scheduled bulk waste collection:* The fee for non-scheduled bulk item collection shall be ~~thirty-five dollars (\$35.00)~~ forty-five dollars (\$45.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes

up to twenty-one (21) minutes after which time a disposal fee will be added.

- (10) ~~Deposits: in an amount up to a total of the highest two (2) months bills for service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.~~ In addition to the fee for establishment of new accounts, transferring accounts or resumption of terminated service, when new service is requested, and the customer has a history of late payments (i.e. has paid their monthly bill after the payment due date three (3) or more times in the previous twelve (12) months), or has previously had service cut for nonpayment within the past five (5) years, a non-refundable fee of seventy-five dollars (\$75.00) will be required to initiate sanitation service.
- (11) A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance.
- (12) *Special Collection on Commercial Account:* The fee for bulk item collection shall be one hundred dollars (\$100.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes.
- (13) *Go-Back Fee (cart not out for service):* Fifteen dollars (\$15.00). A sanitation fee shall be added as a separate charge on the customer's monthly bill if carts are not parked curbside during the allotted service time for the address. Quarterly, this fee will be waived one time in good faith.
- (14) *Overfull Can Fee:* Ten Dollars (\$10.00). Per City Ordinance Sec. 4-3-82. - Overloading. a) Any wheeled container which is so loaded that the lid will not fit securely on the container will not be collected by the city. b) The contents of any wheeled container which, with the container, weighs more than 200 pounds, will not be collected. At time of service, if the city-provided cart meets either distinction listed, this fee will be added to the customer's account.
- (15) *Damaged Can Replacement Fee:* Market price. If a city-provided residential garbage or recycling cart is damaged including, but not limited to, melting of the cart, the customer will be charged a fee to replace the cart equal to the market value of ordering new equipment.
- (16) *Recycle Contamination Fee:* Twenty-five dollars (\$25.00). If any items other than recyclables are placed in the city-provided recycling cart, this action results in the contamination of entire load of the servicing vehicle, and this fee will be added to the customer's account.
- (17) *Special Event Cart (residential):* Customers may request an additional City-provided garbage cart for special events at the address listed on their sanitation account. The fee is ten dollars (\$10.00) per cart and allows for one service per cart. Carts will be loaned to the customer for 48 hours.

(18)Special Event Cart (commercial): Commercial customers may request an additional City-provided garbage cart for special events at the address listed on their sanitation account. The fee is twelve dollars (\$12.00) per can and twelve dollars (\$12.00) per service. Carts will be loaned to the customer for 48 hours.

(19)Additional Can Fee (garbage only): Residential customers in need of a second City-provided garbage cart may request an additional cart for an extra ten dollar (\$10.00) monthly fee per cart.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



FINAL REPORT

City of Pensacola, Florida

Sanitation Rate Study and Business Plan

MAY 2022 | PROJECT MEI245

Prepared by

Geosyntec
consultants

Prepared for

PENSACOLA
FLORIDA'S FIRST & FUTURE

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1. INTRODUCTION

In January 2022, the City of Pensacola, Florida (City) retained Geosyntec Consultants, Inc. (Geosyntec) to conduct an updated solid waste rate study and business plan for Sanitation Services (Sanitation). Based on data and information provided by City staff, a pro forma rate model (Model) was developed, which enabled Geosyntec to make projections of financial performance of solid waste collection and disposal for the upcoming five-year, planning period (FY 2022-2027) and model different possible rate structures. This report discusses the rate study methodology, projected revenue requirements for the Sanitation Department (Department), and proposed changes to customer fees to be considered by the City of Pensacola City Council.

1.1 Report Organization

This report is organized in four sections and Appendix. The report sections are listed below:

- Section 1 – Introduction
- Section 2 – Background
- Section 3 – Pro Forma Model
- Section 4 – Recommendations
- Appendix – Schedules

1.2 Scope of Work

Initially, Geosyntec kicked off the project with a virtual meeting via Microsoft Teams after award of this project. To help frame the scope of this project, Geosyntec requested background information and review reports, data, and any other related information relevant to solid waste operations since 2017 prior to the meeting. These included the following:

- Detailed financial reports and budgets.
- Solid waste and financial policies.
- Reserves reports.
- Personnel rosters and organizational charts.
- Categorized waste tonnages.
- Capital improvement plans.
- Vehicle maintenance plans and anticipated costs.
- Solid waste and interlocal agreements.

Geosyntec reviewed the City-provided reports and data to understand the Department's operating performance since the previous rate study. Pertinent demographic data, solid waste generation statistics, and financial data on solid waste collection, disposal, recycling, yard waste, bulky waste, household hazardous waste, and administration costs were included in the

review. These data were organized into the Model, which enabled Geosyntec to provide the Department with an analysis of the rate impacts of system changes.

Based on historic and projected costs of operation, Geosyntec evaluated the revenue required to support the City's solid waste operations on a yearly basis. The revenue required was determined as the amount needed to provide targeted levels of service while meeting financial requirements. Revenue required was separated into two (2) categories:

- *“Operations Revenue Required”* – Revenue from residential and commercial fees, including new account fees, monthly collection fees, bulk waste collection and premium service is required to cover general operations, collection, and disposal
- *“Capital Improvement Revenue Required”* – Revenue from the Sanitation Equipment Surcharge is required to cover capital outlay for equipment replacement

A revenue difference was estimated by subtracting projected revenue required from projected revenues for each fiscal year (FY). Based on the projected revenue difference Geosyntec developed proposed rate designs under several scenarios. Geosyntec worked with the Department to develop scenarios of interest based on various critical parameters such as changes to the consumer price index (CPI), and residential customer growth rate.

This report describes the conceptual design of the system rate study. Detailed descriptions of the aforementioned projections and scenarios are included, as well as a summary of proposed rates for FY23 through FY27.

2. BACKGROUND

2.1 2007 and 2017 Rate Studies

Previously, the City has contracted with SCS Engineers (SCS) to complete rate studies in 2007 and 2017. In 2007, SCS was engaged by the City to evaluate the City's solid waste operations and make recommendations on cost savings and revenue enhancement opportunities. In 2017, SCS was engaged by the City to generate an update to the efforts provided in 2007. As part of the updated rate study, SCS made the following major recommendations:

- The Department should continue to assess monthly increases for fuel and landfill charges.
- The Department should add an additional \$0.35 increase in monthly charges for increasing annual operating costs related to recyclable.
- The Department should increase monthly fees on an annual basis by the CPI.
- The Department should implement a long-term funding program for vehicle replacement equal to \$3.00 per month.

2.2 Current Services

The Department provides a variety of sanitation core services (**Figure 1**) including once a week, automated collection of single-family homes and commercial customers (20,934 customers). These accounts are serviced using City-provided rolling carts. In addition, residential customers are provided once a week, single-stream recycling, yard waste and bulk waste collection. Other important services provided include the following: container maintenance, Mayor's Bulk Cleanups, event recycling, and storm cleanup and management.

FY22 monthly charges (residential and commercial) include the following:

- Collection fees - \$26.15
- Sanitation equipment surcharge - \$3.12
- Vehicle fuel and lubricant pass-through surcharge - \$1.40

Core services provided



Garbage Collection

Recycling Collection

Yard Trash Collection

Transfer Station

Other services provided



Container Maintenance

Mayor's Neighborhood Cleanups

Event Recycling

Storm Cleanup & Management



7

PENSACOLA
THE UPSIDE OF FLORIDA

Figure 1. Core Services Provided By the Department

2.3 Staffing

Staffing for solid waste operations is summarized in the organization chart in Appendix A. At the time of writing this report the position of Director is being filled by an interim director and four other positions are vacant. The Department is generally split into six areas:

- Office of the Director, with three (3) employees;
- Fleet Management, with 17 employees, including the Assistant Sanitation Services & Fleet Management Director;
- Constituent Services and Customer Service, with five (5) employees;
- Sanitation Operations, with 30 employees; and
- Code Enforcement, with 11 employees.

2.4 Cost Savings and Efficiencies

The Department has implemented a number of cost-saving programs recommended in past rate studies to ensure regulatory compliance and value to the City's ratepayers. These include the following:

- Reduced personnel costs by implementing once weekly garbage collection.
- Signed Interlocal Agreement with Escambia County - This agreement requires the City to provide 10 neighborhood cleanups in return for free disposal for yard trash. This equates to an annual savings to the City of \$350,000 per year.
- Compressed Natural Gas (CNG) Collection Vehicles – The City has purchased CNG vehicles for its collection fleet to take advantage of the fuel savings associated with natural gas. These vehicles are also expected to reduce the City's greenhouse gas emissions and carbon footprint.
- Instituted a Sanitation Equipment Surcharge – The City has implemented a surcharge to fund purchases of new vehicles and equipment for solid waste collection and operations.
- Entered interlocal agreement for recycling - The Emerald Coast Utility Authority (ECUA) constructed a materials recovery facility (MRF) located at the County's Perdido Landfill. This facility, which opened in September 2016, enables more cost-effective recycling processing alternatives for residents of Escambia County and neighboring communities.
- Started Premium Service program – Starting in FY 22, the Department instituted a Premium Service option. Customers who sign up for Premium Service pay an extra \$20/month to have their bins rolled to the curb and returned to their homes with each waste pickup.

2.5 Customer Satisfaction Survey

In October 2021, the Haas Center for Business Research and Economic Development (Haas Center) was commissioned by the City to conduct a survey of residents regarding their satisfaction with services and trends in the City. Of the 35 percent of respondents who interacted with the Department, 68 percent rated their sanitation customer service 4 or 5 stars, while 67 percent awarded them 4 or 5 stars on the Department's responsiveness.

2.6 Annual Rate Adjustments

The rate ordinance, which was established as part of the SCS rate study in 2007, provides for the monthly garbage collection fee to be automatically adjusted, based upon the percentage

difference in the most recent annual Consumer Price Index (CPI). **Figure 2** shows CPI increases from 2018 to 2022. No CPI increase was implemented in FY 21. For FY 22 a total CPI of 4.1% was used, which accounted for a 1.5% CPI from FY 21 and a 2.6% CPI from FY 22.

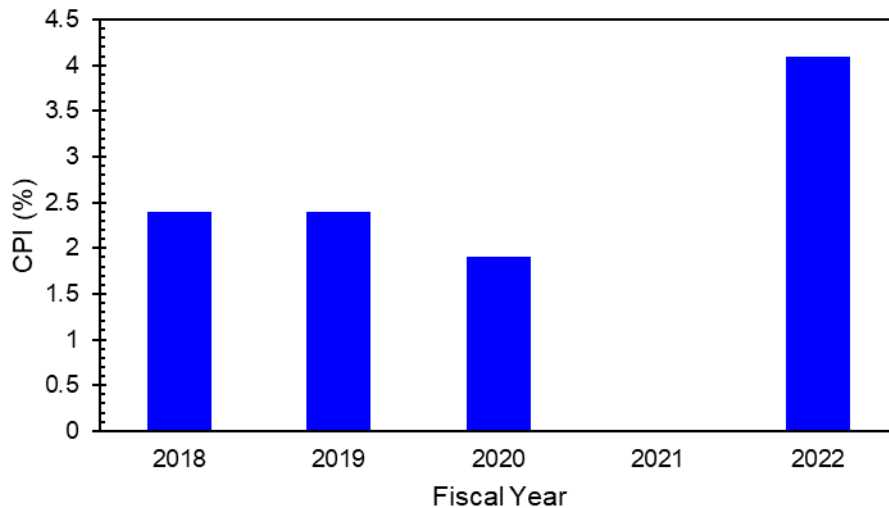


Figure 2. CPI Rates (%) Used by City 2018 - 2022

The rate ordinance established in 2007 established the Vehicle Fuel and Lubricant Pass-Through surcharge, which is added as a separate line item to monthly bills issued to customers. The surcharge is reviewed annually and has been increased and decreased as necessary. Currently, the surcharge is set at \$1.40.

The Sanitation Equipment Surcharge became effective in FY 17 and is used to fund vehicle and equipment purchases. This charge is also added as a separate line item to sanitation customers' monthly bills. Since the inception of this surcharge, the amount has been increased every year, and is currently set at \$3.12 for FY 22.

2.7 Reserves

City policy is that the Department's reserves should be at least 15% of the budgeted appropriations for the subsequent FY. The Department's reserves have been gradually depleted over the past five years, and no longer comply with this policy. In FY 17, department reserves were approximately \$1,629,448, or 25.2% of the subsequent FY budgeted appropriations. However, by FY 21, reserves had been depleted as a result of three consecutive years of operating at a net deficit. In FY 21 reserves balance was \$420,545, or 5.6% of the subsequent FY budgeted appropriations.

2.8 Franchise Fees

The Department currently charges franchise fees to haulers and processors operating within the city. Revenue generated from franchise fees currently funds Code Enforcement related expenditures. Franchise fees are charged as a function of tonnages processed by the franchise.

3. PRO FORMA MODEL

3.1 Data Collection

At the beginning of Geosyntec's engagement, City staff provided background data and information concerning residential collection revenues and operating expenses. This included the following critical information:

- Rate schedules.
- Fund account summaries (totals and comparisons).
- Past and current operating budgets by cost centers.
- Equipment replacement and maintenance schedules.
- Fleet replacement plan.
- Ordinances.
- Administrative costs.
- Staffing and organizational charts.

3.2 Cost Centers

The Department manages the following cost centers to support sanitation operations:

- Residential Garbage Collection – Cost Center 0507010.
- Customer Service – Cost Center 057013.
- Recycling Collection – Cost Center 057015.
- Transfer Station Operation – Cost Center 057030.
- Code Enforcement Program – Cost Center 057040.
- Zoning/Housing Code Enforcement – Cost Center 057045.
- Trash (Yard Waste) Collection – Cost Center 057050.
- Other Miscellaneous (Debt Service Interest and Principal, Nonbudget Activity and Interfund Transfers) – Cost Centers 058000, 058010, 094020, 301402.

As described, in Section 2.2., revenue required was separated into two (2) categories: Operations and Capital Improvement. Code Enforcement (cost centers 057040 and 057045) was not considered during this study. The cost centers and revenues considered for each of these categories is as follows:

- **Operations** expenditures are based on Residential Garbage Collection, Recycling Collection, Transfer Station Operation, Trash (Yard Waste) Collection, and Other Miscellaneous cost centers, excluding capital improvement expenses. The inclusion of Customer Service in Operations was varied as a scenario in the Model, which is discussed further in Section 3.4. Operations revenues are based on monthly collection fees, landfill fees, new account/transferred accounts/resumption of service fees, the vehicle fuel and lubricant pass-through surcharge, tire removal, and bulk waste fees. Qualifying senior citizens receive discounted rates, and some customers have elected to participate in the Premium Service program for an extra charge. Additional

miscellaneous revenues and sales of assets also contribute to Operations revenues, though sales of assets were not considered in projections at the Department's request.

- **Capital Improvement** expenditures included capital expenditures from the cost centers considered as Operations. Projected capital improvement expenditures are derived from a Department-provided equipment replacement plan through FY 27. Revenues for Capital Improvements are generated from the monthly Sanitation Equipment Surcharge.

3.3 Rate Model Development Methodology

The development of proposed rates was completed by development of an updated Microsoft Excel™ spreadsheet-based, Model. The following methodology was utilized by Geosyntec to conduct the cost-of-service analysis:

- **Process Historical Actual Expenses and Revenues for the City System** – Actual revenue and cost data from FY 14 through FY 21, and the budget for FY 22 was reviewed and processed into the financial database. These records served as the basis for projecting revenues and expenditures for FY 23 through FY 27.
- **Develop the “Test Year”** - The second task was choosing a “Test Year” as the basis for projecting annual revenue requirements. The revenue requirement represents the amount needed to fund all sanitation costs. After assessing the data and discussing with City staff, budgeted expenditures for FY 22 were the primary source of Test Year data. However, for line items with significant variation, the average of the preceding three years was used. For line items with consistently decreasing costs based on historical actual expenditures, the FY 22 budget was used as the test year, and was conservatively held constant for future year projections. The City provided salary values for the Test Year for all cost centers. The resulting Test Year was used as the basis for forecasting expenses for the five-year forecast (FY 23 to FY 27).
- **Develop Revenue Required Projections** – The revenue required for two subsets of the Solid Waste program were determined: Operations and Capital Improvement. Revenue required was based on expenditure projections from the Test Year. Changes to expenditures included such items as inflation, increases in worker' wages, fuel adjustments, and increased disposal costs. Expenditures were generally projected using the CPI, though adjustments were made by Geosyntec for any line items where cost had been consistently decreasing, or there was a significant non-recurring expenditure (e.g., one-time payments at the end of the fiscal year). Salaries were projected to increase by 5.0% each year. In addition to projected cash expenditures, relative contributions to the reserve fund per the City's financial policies (i.e., maintain a balance equal to 15% of annual expenditures) were also accounted for.
- **Determination of the Number of Customer Units** – Geosyntec worked with Department staff to develop reasonable estimates of future number of customers

over the next five-year period. Customer growth rate scenarios are discussed further in section 3.4.

- **Develop Anticipated Revenue Projections** – Geosyntec worked with Department staff to develop estimates of anticipated revenues based on FY 22 rates. Revenues from monthly charges (i.e., collection fees, landfill fees, and the Vehicle Fuel and Lubricant Pass-through surcharge) were projected by multiplying FY 22 rates by the projected number of customers for each year. Rate reductions for discounted customers and rate increases for premium customers were accounted for by assuming the numbers of these customers remains constant through the projected years. Revenues from irregular fees (e.g., bulk item collection, new account fees, tire removal, interest, and other miscellaneous revenues) were set to a constant value of the average of revenues from FY 19 through FY 21.
- **Funds Analysis** – Funds available as reserves for operations and capital outlay were considered. Geosyntec discussed desired end of year balance goals for these funds. Contributions to reserves based on City fiscal policy were also considered.
- **Projection of Revenue Difference** – The revenue required was subtracted from the projected revenue to project whether the year would result in surplus or deficit. When the projected revenue difference was negative (deficit), rate increases were recommended.
- **Proposed Rate Increases** – If the projected revenue difference indicated a deficit, that deficit was divided by the projected number of customers for the corresponding fiscal year to determine the rate increase that would result in net zero or a surplus at year-end. The proposed rate for FY 23 is equal to the rate needed to compensate for the projected deficit. Proposed percent rate increases for FY 24 through FY 27 were constant and based on the percent increase needed to achieve a reserve balance of at least 15% of subsequent year operating costs by FY 27.

3.4 Variables and Scenarios Used in Forecasts

Geosyntec forecasted the annual projected revenue and revenue required by considering variables including the CPI and customer growth rate. Inflation and relocation have been significantly impacted by the COVID-19 pandemic, leading to high levels in uncertainty for projections. Additionally, the Department requested that additional options be built into the model to account for uncertainties in future investments and fiscal distribution in the Department. Scenarios were included as drop-down options within the Model, to allow the Department staff flexibility in customizing the outputs. This section describes the scenario choices available.

3.4.1 Customer Growth Rate

The Department provided Geosyntec with customer numbers from 2012 through 2021. Based on this data, Geosyntec determined four choices for customer growth rate:

- Steady: 0.00%.
- Low: 0.96% (average growth rate from 2012 to 2021).
- Medium: 1.20% (average growth rate from 2017 to 2021).
- High: 2.69% (growth rate from 2020 to 2021).

3.4.2 CPI

The CPI used by the city to determine rate increases has varied over the last five years from 1.5% (FY 21) to 2.6% (FY 22). Additionally, Geosyntec reviewed the last 11 years of CPI data available for the Southern Region from the Bureau of Labor Statistics (BLS; https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical_south_table.htm) Based on this data, Geosyntec determined four choices for CPI:

- Low: 1.5% (used by the City in FY 21).
- Medium: 2.2% (average of the last 11 years for the BLS Southern Region).
- High: 2.6% (used by the City in FY 22).
- Very High: 3.5% (per a discussion with the Department regarding recent inflation).

3.4.3 Inclusion of Customer Service Cost Center

Based on discussions with the Department, an option was included to include or exclude the Customer Service cost center (057013) from expenditure projections. For proposed rates discussed herein, the Customer Service cost center was excluded from expenditures.

3.5 Fleet Replacement Plan

The Department has developed a six-year Fleet Replacement Plan (Plan) to replace equipment and vehicles (Appendix B). The Plan is designed to establish a reasonable vehicle and equipment replacement cycle over the next several years and enable the Department to reduce maintenance expenses. As shown, the Plan projects a funding need for the Department's fleet of \$6.8 million from 2022 through 2027.

Fleet replacement is currently funded through the Sanitation Equipment Surcharge that was initiated in FY 17, as well as an \$80,200 annual advertising agreement with Pensacola Energy that was initiated in FY 22 and will continue for 10 years. Despite annual increases in the Sanitation Equipment Surcharge, the equipment fund cash balance for the equipment fund had a negative balance at the end of FY 21. Additionally, CNG rebates from the IRS that were anticipated to replenish the fund in FY 22 are no longer expected. Therefore, an increase in the Sanitation Equipment Surcharge is needed to replenish the equipment fund and to fund future equipment purchases.

3.6 Results

3.6.1 Garbage and Trash Collection Fee

Proposed Garbage and Trash Collection fees were dependent on the variables chosen as described in Section 4.4, specifically the CPI, customer growth rate, and the inclusion or exclusion of the Customer Service cost center. The proposed Garbage and Trash collection fees discussed herein exclude the Customer Service cost center from expenditure projections. Full outputs from the Model are summarized in Appendix C for select cases.

Proposed Garbage and Trash Collection fees are summarized in **Tables 1 through 4**. Proposed rates increase as CPI increases and decrease as customer growth rate increases. The proposed FY 23 fee varies from a minimum of \$27.32/month (CPI = 1.5%, customer growth rate = 2.7%) to a maximum of \$28.44 (CPI = 3.5%, customer growth rate = 0%). The proposed annual increases from FY 24 through FY 27 range from a minimum of 0% (CPI = 1.5%, customer growth rate = 2.7%) to a maximum of 3.9% (CPI = 3.5%, customer growth rate = 0%). **Tables 3 and 4** summarize proposed rate increases for the most conservative customer growth rate (0.0%) and CPI (3.5%), respectively.

Table 1. Proposed FY 23 Garbage and Trash Collection Fees

CPI	Customer Growth Rate			
	0.0%	1.0%	1.2%	2.7%
1.5%	\$28.09	\$27.81	\$27.74	\$27.32
2.2%	\$28.21	\$27.93	\$27.86	\$27.44
2.6%	\$28.28	\$28.00	\$27.93	\$27.51
3.5%	\$28.44	\$28.16	\$28.09	\$27.66

[1] Percent increase over FY 22 rates are shown in parentheses

Table 2. Proposed Annual Increases in Garbage and Trash Collection Fees for FY 24 through FY27

CPI	Customer Growth Rate			
	0.0%	1.0%	1.2%	2.7%
1.5%	2.9%	1.7%	1.4%	0.0%
2.2%	3.3%	2.2%	1.9%	0.2%
2.6%	3.5%	2.5%	2.2%	0.5%
3.5%	3.9%	2.9%	2.7%	1.2%

Table 3. Proposed Garbage and Trash Collection Fees Assuming No Customer Growth Rate (0.0%)

CPI	FY 23	FY 24	FY 25	FY 26	FY 27
1.5%	\$28.09	\$28.90	\$29.73	\$30.59	\$31.47
2.2%	\$28.21	\$29.13	\$30.08	\$31.06	\$32.06
2.6%	\$28.28	\$29.26	\$30.27	\$31.31	\$32.39
3.5%	\$28.44	\$29.55	\$30.70	\$31.90	\$33.14

Table 4. Proposed Garbage and Trash Collection Fees Assuming Very High CPI (3.5%)

Customer Growth Rate	FY 23	FY 24	FY 25	FY 26	FY 27
0.0%	\$28.44	\$29.55	\$30.70	\$31.90	\$33.14
1.0%	\$28.16	\$28.98	\$29.83	\$30.71	\$31.61
1.2%	\$28.09	\$28.84	\$29.62	\$30.42	\$31.24
2.7%	\$27.66	\$27.98	\$28.31	\$28.64	\$28.97

The Department is also interested in replenishing their reserves, which are no longer in compliance with City policy that reserves should be greater than or equal to 15% of annual operating costs. Current reserves of \$420,545 account for only 5.6% of budgeted appropriations for FY 22, and a projected deficit for FY 22 is expected to further deplete these funds. By replenishing the reserves gradually, the Department can avoid a steep initial rate increase. Therefore, an initial contribution of \$200,000 in FY 23 was modeled. For subsequent years, reserves balance was modeled by adding net revenue to the prior year's balance. The amount of net revenue varies based on the customer growth rate and CPI, which is tied to the consistent percent increases for FY 24 through FY 27, as described in Section 3.3. Projected reserves balances for the most conservative customer growth rate (0.0%) and CPI (3.5%) are captured in **Tables 5 and 6**, respectively.

Table 5. Projected Reserves Balance Assuming No Customer Growth Rate (0.0%) with Percent of Subsequent Year Operating Costs Shown in Parentheses.

CPI	FY 23	FY 24	FY 25	FY 26	FY 27
1.5%	\$486,787 (6.4%)	\$719,412 (9.3%)	\$984,573 (12.4%)	\$1,282,090 (15.8%)	\$1,611,687 (19.8%)
2.2%	\$486,787 (6.4%)	\$711,489 (9.0%)	\$961,153 (11.9%)	\$1,235,989 (14.9%)	\$1,536,152 (18.5%)
2.6%	\$486,787 (6.3%)	\$705,964 (8.9%)	\$944,584 (11.6%)	\$1,202,878 (14.3%)	\$1,481,034 (17.6%)
3.5%	\$486,787 (6.3%)	\$693,277 (8.6%)	\$906,151 (10.8%)	\$1,125,272 (13.0%)	\$1,350,465 (15.6%)

Table 6. Projected Reserves Balance Assuming Very High CPI (3.5%) with Percent of Subsequent Year Operating Costs Shown in Parentheses.

Customer Growth Rate	FY 23	FY 24	FY 25	FY 26	FY 27
0.0%	\$486,787 (6.3%)	\$693,277 (8.6%)	\$906,151 (10.8%)	\$1,125,272 (13.0%)	\$1,350,465 (15.6%)
1.0%	\$486,787 (6.3%)	\$698,746 (8.7%)	\$922,768 (11.0%)	\$1,158,929 (13.4%)	\$1,407,272 (16.2%)
1.2%	\$486,787 (6.3%)	\$699,815 (8.7%)	\$925,976 (11.1%)	\$1,165,335 (13.4%)	\$1,417,917 (16.4%)
2.7%	\$486,787 (6.3%)	\$701,547 (8.7%)	\$930,932 (11.1%)	\$1,174,979 (13.6%)	\$1,433,900 (16.5%)

3.6.2 Sanitation Equipment Surcharge

Geosyntec proposes a one-time increase of \$2.00 per month to bring the Sanitation Equipment Surcharge to \$5.12 per month. This increase is not sufficient to generate a positive year end fund balance at the end of FY 23; however, by FY 24 the year end fund balance is projected to become positive and remain above \$750,000 through FY 27 based on the current CIP. The projected year end equipment fund balance with the proposed rate increase is summarized in **Table 7**. As shown in the table, the projected fund balance is dependent on customer growth rate.

Table 7. Projected Equipment Fund Year End Balance Assuming a Sanitation Equipment Surcharge of \$5.12/Month

Customer Growth Rate	FY 23	FY 24	FY 25	FY 26	FY 27
0.0%	-\$295,931	\$890,254	\$855,939	\$952,124	\$790,809
1.0%	-\$283,520	\$927,610	\$930,896	\$1,077,462	\$979,430
1.2%	-\$280,448	\$936,887	\$949,574	\$1,108,796	\$1,026,738
2.7%	-\$261,340	\$994,948	\$1,067,170	\$1,307,309	\$1,328,409

4. RECOMMENDATIONS

Due to market volatility induced by recent global events, Geosyntec recommends that the City increase the Garbage and Trash Collection Fee based on projections for the highest CPI (3.5%) considered in this study. For customer growth rate, Geosyntec recommends conservatively using a growth rate of 0.0%. However, a more moderate rate increase in later years (FY 26 and FY 27) could be considered to reduce costs to residents, while maintaining a positive net revenue for the Department. The rates recommended based on these variables are summarized in **Table 8**.

Table 8. Proposed Rates Based on a CPI of 3.5% and a Customer Growth Rate of 0.0% and a Reduced Rate Increase for FY 26 and FY 27

Proposed Increases	FY 23	FY 24	FY 25	FY 26	FY 27
Proposed Garbage and Trash Collection Fee	\$28.44	\$29.55	\$30.70	\$31.47	\$32.26
Proposed Annual Increase in Garbage and Trash Collection Fee	\$2.29	\$1.11	\$1.15	\$0.77	\$0.79
Proposed Annual Increase in Garbage and Trash Collection Fee (%)	8.8%	3.9%	3.9%	2.5%	2.5%
Net Revenue with Proposed Increase ¹	\$200,000	\$206,490	\$212,874	\$111,143	\$2,327
Projected Reserves Year End Balance with Proposed Increase	\$486,787	\$693,277	\$906,151.06	\$1,017,294	\$1,019,621
Projected Reserves as a Percent of Annual Operating Costs	6.3%	8.6%	10.8%	11.7%	11.8%

¹ Net revenue is considered to be contributed to reserves at the end of each year.

Geosyntec proposes a one-time increase of the Sanitation Equipment Surcharge by \$2.00/month to \$5.12/month. This increase should help regenerate and maintain a positive balance in the equipment fund given the planned equipment purchases over the next five years.

In addition to the recommended rate increases, Geosyntec recommends that the following items be examined in more detail to develop more robust projections of expenditures and cost-savings for coming years.

- Costs related to transfer station improvements or the development of a recycling center should be estimated, as these costs could require additional rate increases to fund. Due to the transfer station being over 50 years old, improvement and repair costs may generate a need for significantly more revenue.
- The Department should evaluate routing efficiency to determine if cost-savings can be achieved by reducing labor and fuel costs of routes. This will enable a better assessment of staffing at the route level.

- A review of the past and current staffing for the Department suggests a deficit in operations support staff to assist the Department Director due to critical vacancies that will impede succession planning. We urge the Department to consider recruitment of these vacant positions in the near future. At the time of writing, the Department Director position is being filled by an Interim Director. This position should be permanently filled as soon as possible, and a Deputy Director should be recruited to support and eventually succeed the Director.

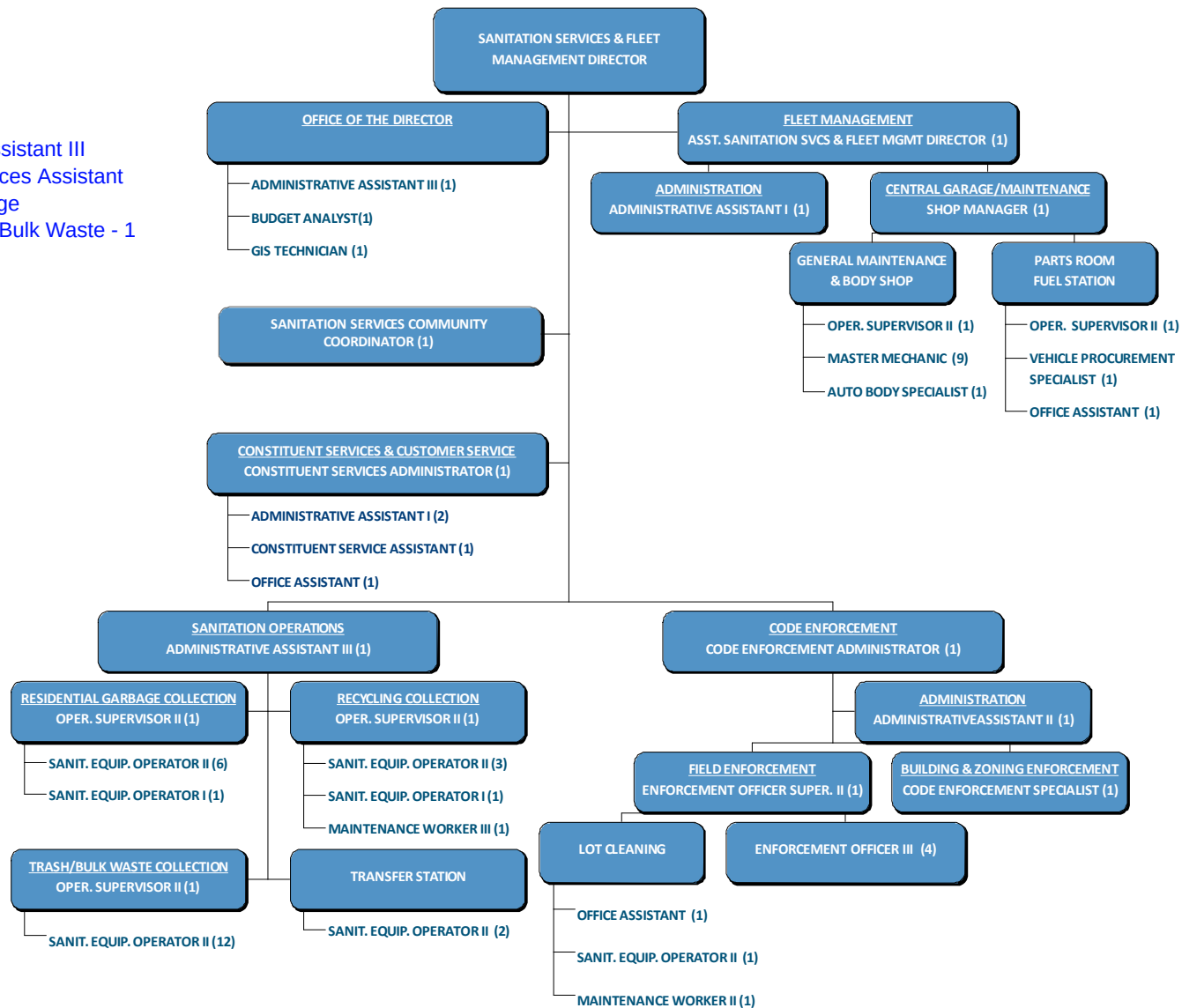
APPENDICES

APPENDIX A
FY 21 ORGANIZATION CHART

Sanitation Services & Fleet Management

Vacant positions:

- ✓ Administrative Assistant III
- ✓ Constituent Services Assistant
- ✓ Ops. Sup. Garbage
- ✓ SEO Yard Trash/Bulk Waste - 1



Total Positions: 68

APPENDIX B

FLEET REPLACEMENT PLAN

Sanitation Fleet Replacement Needs
(Excludes code enforcement and zoning/housing code enforcement)

Garbage and Recycling Trucks (057010 & 057015)

Mod Yr	Trk #	Use	Chassis	Body	Active?	Replace	Actual				Projected						
						in 10 yr	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	
2020	60920	one-way	Peterbilt	Heil Replaced w/60920 - 057010	Yes	No				\$289,317							
1992	610	one-way	Peterbilt	Heil Replace w/REL truck (PO79564)	Yes	No					\$312,809						
2020	61820	Recycling	Volvo	Heil Replaced w/61820 - 057015	Yes	Yes				\$280,136							
2019	62019	Recycling	Volvo	Heil Replaced w/62019 - 057015	Yes	Yes		\$280,690									
2019	61320	Garbage	Volvo	Heil Replaced w/61320 - 057010	Yes	Yes				\$278,416							
2020	61220	Garbage	Volvo	Heil Replaced w/61220 - 057010	Yes	Yes				\$287,416							
2002	615	Recycling	Volvo	Heil (OOS - not replaced)	Yes	Yes											
2018	62118	Recycling	Volvo	Heil - 057015	No - fire	No										\$395,000	
2021	61620	Garbage	Autocar	McNeilus (61608 auctioned 6/20)	Yes	Yes											
				McNeilus Retained due to all other '08's													
2008	62308	Garbage	Autocar	unserviceable (Grant application)	Yes	Yes					\$339,221						
				McNeilus (OOS) Replace w/625XX (PO#													
2008	62508	Garbage	Autocar	0079795)	Yes	Yes						\$371,630					
2008	62608	Garbage	Autocar	McNeilus (OOS) mechanical	Yes	Yes						\$391,632					
2018	61718	Recycling	Autocar	McNeilus	No-fire	No										\$395,000	
2012	62212	Garbage	Autocar	McNeilus	Yes	Yes									\$420,000		
2012	62712	Garbage	Autocar	McNeilus - 057010	Yes	Yes					\$391,632						
2018	62818	Garbage	Autocar	McNeilus - 057010	Yes	No										\$395,000	
2012	62912	Recycling	Autocar	McNeilus	Yes	No								\$400,000			
2015	62415	Garbage	Autocar	McNeilus	Yes	No									\$420,000		
NEW		Holding spot for box trucks		#640XX - PO #0079909							\$62,799						
NEW		Holding spot for box trucks		#632XX- PO #0079909							\$62,799						
13 RH collection ASL's 1 LH collection ASL							Totals	\$0	\$280,690	\$1,135,285	\$777,628	\$1,154,894	\$0	\$0	\$400,000	\$840,000	\$1,185,000
Monthly Cost per Customer								\$0.00	\$1.16	\$4.65	\$3.11	\$4.69	\$0.00	\$0.00	\$1.63	\$3.41	\$4.81

Sanitation Fleet Replacement Needs
(Excludes code enforcement and zoning/housing code enforcement)

Yard Trash Trucks and Trailers (057050)

Mod Yr	Trk #	Use	Chassis	Body	Active?	Replace in 10 yr	Actual				Projected					
							2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
NEW	675	Holding spot of new vehicle		New ROL to replace #675 and some trlrs. (PO #0079569)						\$269,560						
2019	66219	Yard Trash	Ford	Replaced w/#66219				\$127,811								
2006	66406	Yard Trash	Freightliner	Missing from List												
				Replaced w/#66506 but retained												
2019	66519	Yard Trash	Ford	#S64908	Yes	Yes		\$127,811								
2008	S64908	Yard Trash	Sterling	PacMac												
2019	64920	Yard Trash	Sterling	PacMac Replaced w/#64920 PacMac UOS due to mechanical issues.	Yes	Yes			\$226,726							
				Replacing w/#651XX (PO												
2008	65108	Yard Trash	Sterling	#0079567)	Yes	Yes				\$234,737						
2009	65309	Yard Trash	Sterling	PacMac	Yes	Yes					\$240,324					
2009	65409	Yard Trash	Sterling	PacMac	Yes	Yes					\$240,324					
2009	65509	Yard Trash	Sterling	PacMac	Yes	Yes										\$262,500
2009	65609	Yard Trash	Sterling	PacMac	Yes	Yes								\$262,500		
2009	65709	Yard Trash	Sterling	PacMac	Yes	Yes								\$273,000		
10 trucks as of 03-01-2021																
Totals							\$0	\$255,622	\$226,726	\$504,297	\$480,647	\$0	\$0	\$535,500	\$0	\$262,500
Monthly Cost per Customer							\$0.00	\$1.06	\$0.99	\$2.20	\$2.09	\$0.00	\$0.00	\$2.33	\$0.00	\$1.14

Transfer Station Tractor/Chassis (057030)

Mod Yr	Trk #	Use	Chassis	Body	Active?	Replace in 10 yr	Actual				Projected					
							2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
2020	60620	Trans Station	Peterbilt						\$148,314							
				Not replaced due to wrecked #604.												
1998	607	Trans Station	Mack	Acquired #60620	Yes	Yes										
2000	602	Trans Station	Mack	Replace w/ 602XX (PO #0079568)	Yes	Yes				\$219,245						
2000	604	Trans Station	Mack	Auctioned 9/5/2019	Yes	Yes					\$218,547					
2002	605	Trans Station	Mack		Yes	Yes										
2011	60311	Trans Station	IHC		Yes	No								\$250,000		
2015	60115	Trans Station	Volvo		Yes	No									\$250,000	
6 trucks as of 03-01-2021																
Totals							\$0	\$0	\$148,314	\$219,245	\$218,547	\$0	\$0	\$250,000	\$250,000	\$0
Monthly Cost per Customer							\$0.00	\$0.00	\$0.61	\$0.88	\$0.89	\$0.00	\$0.00	\$1.02	\$1.02	\$0.00

Sanitation Fleet Replacement Needs
(Excludes code enforcement and zoning/housing code enforcement)

Transfer Station Trailers (057030)

Mod Yr	Trk #	Use	Chassis	Body	Active?	Replace in 10 yr	Actual				Projected					
							2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1996	692	Trans Station		McClain	Yes	Yes							\$100,000			
2019	66119	Trans Station		John Deere Loader/Backhoe				\$81,189								
1996	698	Trans Station		McClain - PO #080044	Yes	Yes				\$91,170						
	694/694			McClain - Sold 694 @ auction August												
2020	20	Trans Station		2020.	Yes	Yes			\$82,400							
2001	691	Trans Station		McClain	Yes	Yes								\$100,000		
2002	696	Trans Station		J&J	Yes	No									\$100,000	
2014	69314	Trans Station		J&J	Yes	No										
2014	69514	Trans Station		J&J	Yes	No										
Totals							\$0	\$81,189	\$82,400	\$91,170	\$0	\$0	\$100,000	\$100,000	\$100,000	\$0
Monthly Cost per Customer							\$0.00	\$0.34	\$0.34	\$0.36	\$0.00	\$0.00	\$0.41	\$0.41	\$0.41	\$0.00

Small Trucks and Utility Trailers (all cost centers)

Mod Yr	Trk #	Use	Chassis	Body	Active?	Replace in 10 yr	Actual				Projected					
							2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
2000	63200	Can Crew	Ford	Missing from list; Utility Body - 057015												
	63803 /															
2003	63820	Spare	Chevrolet	Replaced - Director #63820 - 057010	Yes	No			\$24,280							
	63703 /															
2003	63720	Garbage	Ford	Replaced - 057010	Yes	No			\$28,755							
2009	64009	Can Crew	Ford	Box truck will replace - 057010	Yes	No										
2013	63613	Yard Trash	Ford	Now in Yard trash - 057050	Yes	Yes			-							
2013	63913	Yard Trash St	Ford	Now in garbage -057010	Yes	Yes					\$28,333					
	68413 /															
2013	68420	Transfer St.	Ford	Now in T/S - 057030	Yes	Yes			\$28,781					\$35,000		
2013	75313	Recycling	Ford	To be x-ferred to garage												
Totals							\$0	\$0	\$81,816	\$0	\$28,333	\$0	\$0	\$35,000	\$0	\$0
Monthly Cost per Customer							\$0.00	\$0.00	\$0.34	\$0.00	\$0.12	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00
Total of all Capital							\$0	\$617,501	\$1,674,540	\$1,592,339	\$1,882,421	\$0	\$100,000	\$1,320,500	\$1,190,000	\$1,447,500
Monthly Customer Cost Average							\$0.00	\$2.56	\$6.92	\$6.55	\$7.79	\$0.00	\$0.41	\$5.52	\$4.84	\$5.96

							Actual 2017	Actual				Projected					
							2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
# of Customers							19926	19891	20091	20,340	20,818	20510	20510	20510	20510	20510	20510
Monthly San. Equip. Surcharge w/CPI of							1.50%	\$1.00	\$1.00	\$2.00	\$2.05	\$3.04	\$3.12	\$3.17	\$3.21	\$3.26	\$3.31
# of months							4	12	12	12	12	12	12	12	12	12	12
Annual Surcharge Revenue							\$79,704	\$238,695	\$482,192	\$499,388	\$759,456	\$767,658	\$779,173	\$790,861	\$802,724	\$814,764	\$826,986
Annual Profit/Loss							\$79,704	\$238,695	-\$135,309	-\$1,175,152	-\$832,883	-\$1,114,763	\$779,173	\$690,861	-\$517,776	-\$375,236	-\$620,514
Cash Balance							\$79,704	\$318,399	\$183,090	-\$992,063	-\$1,824,946	-\$2,939,709	-\$2,160,536	-\$1,469,675	-\$1,987,452	-\$2,362,687	-\$2,983,201
CNG Rebates										\$1,181,082	\$0						
PE Advertising Agreement											\$80,200	\$80,200	\$80,200	\$80,200	\$80,200	\$80,200	\$80,200
Revised Cash Balance							\$79,704	\$318,399	\$183,090	\$189,019	-\$563,664	-\$1,598,227	-\$738,854	\$32,207	-\$405,370	-\$700,405	-\$1,240,719

APPENDIX C

SCHEDULES

APPENDIX C-1
NO CUSTOMER GROWTH
WITH VERY HIGH CPI

City of Pensacola
Sanitation Rate Study and Business Plan
May, 2022

Financial Metrics

Key

Values used for developing proposed garbage and trash collection fee
Values used for developing proposed equip surcharge

Projections Based on Customer Growth and CPI, Assuming Current Rates	Actual					Budgeted	Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Total Operating Revenues ^{1,2}	\$ 6,056,314	\$ 6,527,416	\$ 6,538,717	\$ 6,725,003	\$ 6,826,107	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242
Revenue from Equipment Surcharge and IRS Credits & Rebates ¹	\$ 79,704	\$ 238,695	\$ 482,192	\$ 1,680,470	\$ 759,456	\$ 863,969	\$ 863,969	\$ 863,969	\$ 863,969	\$ 783,769	\$ 783,769
Operating Expenditures by Cost Center ³											
057010 - Residential Garbage	\$ 3,189,202	\$ 3,249,248	\$ 3,403,107	\$ 3,486,435	\$ 3,801,673	\$ 3,757,000	\$ 4,052,631	\$ 4,199,690	\$ 4,352,648	\$ 4,511,748	\$ 4,677,245
057013 - Customer Service	\$ -	\$ -	\$ -	\$ 128,997	\$ 228,056	\$ 218,000	\$ 226,116	\$ 234,030	\$ 242,221	\$ 250,699	\$ 259,473
057015 - Recycling	\$ 901,756	\$ 810,023	\$ 942,288	\$ 1,217,976	\$ 1,165,568	\$ 1,092,500	\$ 1,148,242	\$ 1,191,269	\$ 1,236,022	\$ 1,282,571	\$ 1,330,989
057030 - Transfer Station	\$ 429,771	\$ 434,356	\$ 468,118	\$ 430,442	\$ 477,203	\$ 395,700	\$ 455,753	\$ 473,195	\$ 491,375	\$ 510,324	\$ 530,077
057050 - Trash Collection	\$ 1,672,443	\$ 1,665,848	\$ 1,988,284	\$ 1,866,564	\$ 1,809,984	\$ 1,832,500	\$ 1,807,090	\$ 1,871,709	\$ 1,938,939	\$ 2,008,890	\$ 2,081,676
Other (Debt Service, Nonbudget, and Interfund Transf)	\$ 70,806	\$ 62,897	\$ 64,931	\$ 63,195	\$ 41,649	\$ 189,300	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Subtotal Operating Expenses ³	\$ 6,263,979	\$ 6,222,373	\$ 6,866,729	\$ 7,064,613	\$ 7,296,076	\$ 7,267,000	\$ 7,508,716	\$ 7,780,864	\$ 8,063,984	\$ 8,358,533	\$ 8,664,987
Planned Contribution to Reserves ⁴							\$ 200,000	\$ -	\$ -	\$ -	\$ -
Capital Outlay for Equipment Replacement	\$ -	\$ 775,352	\$ 617,501	\$ 1,674,540	\$ 1,651,847	\$ 1,882,421	\$ -	\$ 100,000	\$ 1,320,500	\$ 1,190,000	\$ 1,447,500
Net Revenues	\$ (207,665)	\$ 305,043	\$ (328,011)	\$ (339,610)	\$ (469,969)	\$ (133,758)	\$ (575,474)	\$ (647,622)	\$ (930,742)	\$ (1,225,291)	\$ (1,531,745)

Scenario Development

Choose values from the drop down menus to the right

Residential customer growth rate:	0.0%
CPI	3.5%
Include Customer Service (057013)?	No

Customer Base	Actual					Projected					
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Residential Customers	19,747	19,895	20,402	20,386	20,934	20,934	20,934	20,934	20,934	20,934	20,934
Discounted Customers					1,250	1,250	1,250	1,250	1,250	1,250	1,250
Premium Customers	-	-	-	-	-	13	13	13	13	13	13

Historic and Current Fees	Actual						Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
New Account, Transferred Accounts and Resumption of Service	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Garbage and Trash Collection Fee	\$ 22.80	\$ 24.06	\$ 24.64	\$ 25.11	\$ 25.11	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15
Reduction for Garbage and Trash Collection Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Sanitation Equipment Surcharge (effective 6/1/17)	-	\$ 1.00	\$ 2.00	\$ 2.04	\$ 3.04	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12
Vehicle Fuel and Lubricant Pass-through Surcharge ⁵	\$ 1.30	\$ 1.20	\$ 1.20	\$ 1.50	\$ 1.50	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40
Tire Removal (per tire)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Scheduled Bulk Waste Collection (first 3 minutes)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Non-Scheduled Bulk Waste Collection (first 3 minutes)	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Non-Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Premium Service	-	-	-	-	-	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

Notes

1. Projections assume FY 22 fees remain constant for FY 23-FY 27.
2. Operating revenues used for rate study exclude revenues from franchise fees, lot cleaning, code enforcement, zoning/housing code enforcement, and sanitation equipment surcharge.
3. Expenditures reported for each cost center exclude expenditures for capital outlay.
5. After FY 23, contributions to reserves are based on net revenue from proposed rate increases.
4. Vehicle Fuel and Lubricant Pass-through Surcharge is subject to change monthly.

Proposed Increases		Proposed Rate Increases				
		FY 23	FY 24	FY 25	FY 26	FY 27
Model Projected	Garbage and Trash Collection Fee Needed to Cover Projected Deficit	\$ 28.44	\$ 28.73	\$ 29.86	\$ 31.03	\$ 32.25
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit	\$ 2.29	\$ 0.29	\$ 1.13	\$ 1.17	\$ 1.22
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit (%)	8.8%	1.1%	4.3%	4.5%	4.7%
Simplified (Consistent % Increase FY 24-27)	Proposed Garbage and Trash Collection Fee	\$ 28.44	\$ 29.55	\$ 30.70	\$ 31.90	\$ 33.14
	Proposed Annual Increase in Garbage and Trash Collection Fee	\$ 2.29	\$ 1.11	\$ 1.15	\$ 1.20	\$ 1.24
	Proposed Annual Increase in Garbage and Trash Collection Fee (%)	8.8%	3.9%	3.9%	3.9%	3.9%
Simplified (One-time Increase)	Proposed Sanitation Equipment Surcharge	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12
	Proposed Annual Increase in Sanitation Equipment Surcharge	\$ 2.00	\$ -	\$ -	\$ -	\$ -
	Proposed Annual Increase in Sanitation Equipment Surcharge (%)	64%	0%	0%	0%	0%

Projected Based on Proposed Rate Increases					
	FY 23	FY 24	FY 25	FY 26	FY 27
Total Annual Increase (\$ per month per customer)	\$ 4.29	\$ 1.11	\$ 1.15	\$ 1.20	\$ 1.24
Net Revenue (after \$200K Reserves Contribution) with Proposed Increases	\$ -	\$ 206,489.89	\$ 212,874.32	\$ 219,120.72	\$ 225,193.44
Reserves Year End Balance with Proposed Increases (Including Net Revenue)	\$ 486,787	\$ 693,277	\$ 906,151	\$ 1,125,272	\$ 1,350,465
Reserves as a Percent of Annual Operating Costs	6.3%	8.6%	10.8%	13.0%	15.6%
Equipment Fund Year End Balance with Proposed Increases	\$ (295,931)	\$ 890,254	\$ 855,939	\$ 952,124	\$ 790,809

APPENDIX C-2
LOW CUSTOMER GROWTH
WITH VERY HIGH CPI

City of Pensacola
Sanitation Rate Study and Business Plan
May, 2022

Financial Metrics

Key

Values used for developing proposed garbage and trash collection fee
Values used for developing proposed equip surcharge

Projections Based on Customer Growth and CPI, Assuming Current Rates	Actual					Budgeted	Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Total Operating Revenues ^{1,2}	\$ 6,056,314	\$ 6,527,416	\$ 6,538,717	\$ 6,725,003	\$ 6,826,107	\$ 7,133,242	\$ 7,200,023	\$ 7,267,466	\$ 7,335,569	\$ 7,404,334	\$ 7,473,760
Revenue from Equipment Surcharge and IRS Credits & Rebates ¹	\$ 79,704	\$ 238,695	\$ 482,192	\$ 1,680,470	\$ 759,456	\$ 863,969	\$ 871,532	\$ 879,170	\$ 886,882	\$ 814,470	\$ 822,332
Operating Expenditures by Cost Center ³											
057010 - Residential Garbage	\$ 3,189,202	\$ 3,249,248	\$ 3,403,107	\$ 3,486,435	\$ 3,801,673	\$ 3,757,000	\$ 4,052,631	\$ 4,199,690	\$ 4,352,648	\$ 4,511,748	\$ 4,677,245
057013 - Customer Service	\$ -	\$ -	\$ -	\$ 128,997	\$ 228,056	\$ 218,000	\$ 226,116	\$ 234,030	\$ 242,221	\$ 250,699	\$ 259,473
057015 - Recycling	\$ 901,756	\$ 810,023	\$ 942,288	\$ 1,217,976	\$ 1,165,568	\$ 1,092,500	\$ 1,148,242	\$ 1,191,269	\$ 1,236,022	\$ 1,282,571	\$ 1,330,989
057030 - Transfer Station	\$ 429,771	\$ 434,356	\$ 468,118	\$ 430,442	\$ 477,203	\$ 395,700	\$ 455,753	\$ 473,195	\$ 491,375	\$ 510,324	\$ 530,077
057050 - Trash Collection	\$ 1,672,443	\$ 1,665,848	\$ 1,988,284	\$ 1,866,564	\$ 1,809,984	\$ 1,832,500	\$ 1,807,090	\$ 1,871,709	\$ 1,938,939	\$ 2,008,890	\$ 2,081,676
Other (Debt Service, Nonbudget, and Interfund Transf)	\$ 70,806	\$ 62,897	\$ 64,931	\$ 63,195	\$ 41,649	\$ 189,300	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Subtotal Operating Expenses ³	\$ 6,263,979	\$ 6,222,373	\$ 6,866,729	\$ 7,064,613	\$ 7,296,076	\$ 7,267,000	\$ 7,508,716	\$ 7,780,864	\$ 8,063,984	\$ 8,358,533	\$ 8,664,987
Planned Contribution to Reserves ⁴							\$ 200,000	\$ -	\$ -	\$ -	\$ -
Capital Outlay for Equipment Replacement	\$ -	\$ 775,352	\$ 617,501	\$ 1,674,540	\$ 1,651,847	\$ 1,882,421	\$ -	\$ 100,000	\$ 1,320,500	\$ 1,190,000	\$ 1,447,500
Net Revenues	\$ (207,665)	\$ 305,043	\$ (328,011)	\$ (339,610)	\$ (469,969)	\$ (133,758)	\$ (508,692)	\$ (513,398)	\$ (728,415)	\$ (954,199)	\$ (1,191,227)

Scenario Development

Choose values from the drop down menus to the right

Residential customer growth rate:	1.0%
CPI	3.5%
Include Customer Service (057013)?	No

Customer Base	Actual					Projected					
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Residential Customers	19,747	19,895	20,402	20,386	20,934	20,934	21,136	21,340	21,546	21,754	21,964
Discounted Customers					1,250	1,250	1,250	1,250	1,250	1,250	1,250
Premium Customers	-	-	-	-	-	13	13	13	13	13	13

Historic and Current Fees	Actual						Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
New Account, Transferred Accounts and Resumption of Service	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Garbage and Trash Collection Fee	\$ 22.80	\$ 24.06	\$ 24.64	\$ 25.11	\$ 25.11	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15
Reduction for Garbage and Trash Collection Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Sanitation Equipment Surcharge (effective 6/1/17)	-	\$ 1.00	\$ 2.00	\$ 2.04	\$ 3.04	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12
Vehicle Fuel and Lubricant Pass-through Surcharge ⁵	\$ 1.30	\$ 1.20	\$ 1.20	\$ 1.50	\$ 1.50	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40
Tire Removal (per tire)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Scheduled Bulk Waste Collection (first 3 minutes)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Non-Scheduled Bulk Waste Collection (first 3 minutes)	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Non-Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Premium Service	-	-	-	-	-	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

Notes

1. Projections assume FY 22 fees remain constant for FY 23-FY 27.
2. Operating revenues used for rate study exclude revenues from franchise fees, lot cleaning, code enforcement, zoning/housing code enforcement, and sanitation equipment surcharge.
3. Expenditures reported for each cost center exclude expenditures for capital outlay.
5. After FY 23, contributions to reserves are based on net revenue from proposed rate increases.
4. Vehicle Fuel and Lubricant Pass-through Surcharge is subject to change monthly.

Proposed Increases		Proposed Rate Increases				
		FY 23	FY 24	FY 25	FY 26	FY 27
Model Projected	Garbage and Trash Collection Fee Needed to Cover Projected Deficit	\$ 28.16	\$ 28.15	\$ 28.97	\$ 29.81	\$ 30.67
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit	\$ 2.01	\$ (0.00)	\$ 0.81	\$ 0.84	\$ 0.86
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit (%)	7.7%	0.0%	3.1%	3.2%	3.3%
Simplified (Consistent % Increase FY 24-27)	Proposed Garbage and Trash Collection Fee	\$ 28.16	\$ 28.98	\$ 29.83	\$ 30.71	\$ 31.61
	Proposed Annual Increase in Garbage and Trash Collection Fee	\$ 2.01	\$ 0.83	\$ 0.85	\$ 0.88	\$ 0.90
	Proposed Annual Increase in Garbage and Trash Collection Fee (%)	7.7%	2.9%	2.9%	2.9%	2.9%
Simplified (One-time Increase)	Proposed Sanitation Equipment Surcharge	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12
	Proposed Annual Increase in Sanitation Equipment Surcharge	\$ 2.00	\$ -	\$ -	\$ -	\$ -
	Proposed Annual Increase in Sanitation Equipment Surcharge (%)	64%	0%	0%	0%	0%

Projected Based on Proposed Rate Increases					
	FY 23	FY 24	FY 25	FY 26	FY 27
Total Annual Increase (\$ per month per customer)	\$ 4.01	\$ 0.83	\$ 0.85	\$ 0.88	\$ 0.90
Net Revenue (after \$200K Reserves Contribution) with Proposed Increases	\$ -	\$ 211,958.87	\$ 224,022.08	\$ 236,160.82	\$ 248,342.90
Reserves Year End Balance with Proposed Increases (Including Net Revenue)	\$ 486,787	\$ 698,746	\$ 922,768	\$ 1,158,929	\$ 1,407,272
Reserves as a Percent of Annual Operating Costs	6.3%	8.7%	11.0%	13.4%	16.2%
Equipment Fund Year End Balance with Proposed Increases	\$ (283,520)	\$ 927,610	\$ 930,896	\$ 1,077,462	\$ 979,430

APPENDIX C-3
MED CUSTOMER GROWTH
WITH VERY HIGH CPI

City of Pensacola
Sanitation Rate Study and Business Plan
May, 2022

Financial Metrics

Key

Values used for developing proposed garbage and trash collection fee
Values used for developing proposed equip surcharge

Projections Based on Customer Growth and CPI, Assuming Current Rates	Actual					Budgeted	Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Total Operating Revenues ^{1,2}	\$ 6,056,314	\$ 6,527,416	\$ 6,538,717	\$ 6,725,003	\$ 6,826,107	\$ 7,133,242	\$ 7,216,553	\$ 7,300,856	\$ 7,386,151	\$ 7,472,438	\$ 7,559,716
Revenue from Equipment Surcharge and IRS Credits & Rebates ¹	\$ 79,704	\$ 238,695	\$ 482,192	\$ 1,680,470	\$ 759,456	\$ 863,969	\$ 873,404	\$ 882,951	\$ 892,611	\$ 822,182	\$ 832,067
Operating Expenditures by Cost Center ³											
057010 - Residential Garbage	\$ 3,189,202	\$ 3,249,248	\$ 3,403,107	\$ 3,486,435	\$ 3,801,673	\$ 3,757,000	\$ 4,052,631	\$ 4,199,690	\$ 4,352,648	\$ 4,511,748	\$ 4,677,245
057013 - Customer Service	\$ -	\$ -	\$ -	\$ 128,997	\$ 228,056	\$ 218,000	\$ 226,116	\$ 234,030	\$ 242,221	\$ 250,699	\$ 259,473
057015 - Recycling	\$ 901,756	\$ 810,023	\$ 942,288	\$ 1,217,976	\$ 1,165,568	\$ 1,092,500	\$ 1,148,242	\$ 1,191,269	\$ 1,236,022	\$ 1,282,571	\$ 1,330,989
057030 - Transfer Station	\$ 429,771	\$ 434,356	\$ 468,118	\$ 430,442	\$ 477,203	\$ 395,700	\$ 455,753	\$ 473,195	\$ 491,375	\$ 510,324	\$ 530,077
057050 - Trash Collection	\$ 1,672,443	\$ 1,665,848	\$ 1,988,284	\$ 1,866,564	\$ 1,809,984	\$ 1,832,500	\$ 1,807,090	\$ 1,871,709	\$ 1,938,939	\$ 2,008,890	\$ 2,081,676
Other (Debt Service, Nonbudget, and Interfund Transf)	\$ 70,806	\$ 62,897	\$ 64,931	\$ 63,195	\$ 41,649	\$ 189,300	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Subtotal Operating Expenses ³	\$ 6,263,979	\$ 6,222,373	\$ 6,866,729	\$ 7,064,613	\$ 7,296,076	\$ 7,267,000	\$ 7,508,716	\$ 7,780,864	\$ 8,063,984	\$ 8,358,533	\$ 8,664,987
Planned Contribution to Reserves ⁴							\$ 200,000	\$ -	\$ -	\$ -	\$ -
Capital Outlay for Equipment Replacement	\$ -	\$ 775,352	\$ 617,501	\$ 1,674,540	\$ 1,651,847	\$ 1,882,421	\$ -	\$ 100,000	\$ 1,320,500	\$ 1,190,000	\$ 1,447,500
Net Revenues	\$ (207,665)	\$ 305,043	\$ (328,011)	\$ (339,610)	\$ (469,969)	\$ (133,758)	\$ (492,162)	\$ (480,007)	\$ (677,833)	\$ (886,096)	\$ (1,105,271)

Scenario Development

Choose values from the drop down menus to the right

Residential customer growth rate:	1.2%
CPI	3.5%
Include Customer Service (057013)?	No

Customer Base	Actual					Projected					
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Residential Customers	19,747	19,895	20,402	20,386	20,934	20,934	21,186	21,441	21,699	21,960	22,224
Discounted Customers					1,250	1,250	1,250	1,250	1,250	1,250	1,250
Premium Customers	-	-	-	-	-	13	13	13	13	13	13

Historic and Current Fees	Actual						Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
New Account, Transferred Accounts and Resumption of Service	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Garbage and Trash Collection Fee	\$ 22.80	\$ 24.06	\$ 24.64	\$ 25.11	\$ 25.11	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15
Reduction for Garbage and Trash Collection Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Sanitation Equipment Surcharge (effective 6/1/17)	-	\$ 1.00	\$ 2.00	\$ 2.04	\$ 3.04	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12
Vehicle Fuel and Lubricant Pass-through Surcharge ⁵	\$ 1.30	\$ 1.20	\$ 1.20	\$ 1.50	\$ 1.50	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40
Tire Removal (per tire)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Scheduled Bulk Waste Collection (first 3 minutes)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Non-Scheduled Bulk Waste Collection (first 3 minutes)	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Non-Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Premium Service	-	-	-	-	-	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

Notes

- Projections assume FY 22 fees remain constant for FY 23-FY 27.
- Operating revenues used for rate study exclude revenues from franchise fees, lot cleaning, code enforcement, zoning/housing code enforcement, and sanitation equipment surcharge.
- Expenditures reported for each cost center exclude expenditures for capital outlay.
- After FY 23, contributions to reserves are based on net revenue from proposed rate increases.
- Vehicle Fuel and Lubricant Pass-through Surcharge is subject to change monthly.

Proposed Increases		Proposed Rate Increases				
		FY 23	FY 24	FY 25	FY 26	FY 27
Model Projected	Garbage and Trash Collection Fee Needed to Cover Projected Deficit	\$ 28.09	\$ 28.02	\$ 28.75	\$ 29.51	\$ 30.29
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit	\$ 1.94	\$ (0.07)	\$ 0.74	\$ 0.76	\$ 0.78
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit (%)	7.4%	-0.3%	2.8%	2.9%	3.0%
Simplified (Consistent % Increase FY 24-27)	Proposed Garbage and Trash Collection Fee	\$ 28.09	\$ 28.84	\$ 29.62	\$ 30.42	\$ 31.24
	Proposed Annual Increase in Garbage and Trash Collection Fee	\$ 1.94	\$ 0.76	\$ 0.78	\$ 0.80	\$ 0.82
	Proposed Annual Increase in Garbage and Trash Collection Fee (%)	7.4%	2.7%	2.7%	2.7%	2.7%
Simplified (One-time Increase)	Proposed Sanitation Equipment Surcharge	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12
	Proposed Annual Increase in Sanitation Equipment Surcharge	\$ 2.00	\$ -	\$ -	\$ -	\$ -
	Proposed Annual Increase in Sanitation Equipment Surcharge (%)	64%	0%	0%	0%	0%

Projected Based on Proposed Rate Increases					
	FY 23	FY 24	FY 25	FY 26	FY 27
Total Annual Increase (\$ per month per customer)	\$ 3.94	\$ 0.76	\$ 0.78	\$ 0.80	\$ 0.82
Net Revenue (after \$200K Reserves Contribution) with Proposed Increases	\$ -	\$ 213,028.52	\$ 226,160.49	\$ 239,358.75	\$ 252,581.89
Reserves Year End Balance with Proposed Increases (Including Net Revenue)	\$ 486,787	\$ 699,815	\$ 925,976	\$ 1,165,335	\$ 1,417,917
Reserves as a Percent of Annual Operating Costs	6.3%	8.7%	11.1%	13.4%	16.4%
Equipment Fund Year End Balance with Proposed Increases	\$ (280,448)	\$ 936,887	\$ 949,574	\$ 1,108,796	\$ 1,026,738

APPENDIX C-4
HIGH CUSTOMER GROWTH
WITH VERY HIGH CPI

City of Pensacola
Sanitation Rate Study and Business Plan
May, 2022

Financial Metrics

Key

Values used for developing proposed garbage and trash collection fee
Values used for developing proposed equip surcharge

Projections Based on Customer Growth and CPI, Assuming Current Rates	Actual					Budgeted	Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Total Operating Revenues ^{1,2}	\$ 6,056,314	\$ 6,527,416	\$ 6,538,717	\$ 6,725,003	\$ 6,826,107	\$ 7,133,242	\$ 7,319,370	\$ 7,510,457	\$ 7,706,503	\$ 7,907,838	\$ 8,114,794
Revenue from Equipment Surcharge and IRS Credits & Rebates ¹	\$ 79,704	\$ 238,695	\$ 482,192	\$ 1,680,470	\$ 759,456	\$ 863,969	\$ 885,048	\$ 906,688	\$ 928,890	\$ 871,491	\$ 894,928
Operating Expenditures by Cost Center ³											
057010 - Residential Garbage	\$ 3,189,202	\$ 3,249,248	\$ 3,403,107	\$ 3,486,435	\$ 3,801,673	\$ 3,757,000	\$ 4,052,631	\$ 4,199,690	\$ 4,352,648	\$ 4,511,748	\$ 4,677,245
057013 - Customer Service	\$ -	\$ -	\$ -	\$ 128,997	\$ 228,056	\$ 218,000	\$ 226,116	\$ 234,030	\$ 242,221	\$ 250,699	\$ 259,473
057015 - Recycling	\$ 901,756	\$ 810,023	\$ 942,288	\$ 1,217,976	\$ 1,165,568	\$ 1,092,500	\$ 1,148,242	\$ 1,191,269	\$ 1,236,022	\$ 1,282,571	\$ 1,330,989
057030 - Transfer Station	\$ 429,771	\$ 434,356	\$ 468,118	\$ 430,442	\$ 477,203	\$ 395,700	\$ 455,753	\$ 473,195	\$ 491,375	\$ 510,324	\$ 530,077
057050 - Trash Collection	\$ 1,672,443	\$ 1,665,848	\$ 1,988,284	\$ 1,866,564	\$ 1,809,984	\$ 1,832,500	\$ 1,807,090	\$ 1,871,709	\$ 1,938,939	\$ 2,008,890	\$ 2,081,676
Other (Debt Service, Nonbudget, and Interfund Transf)	\$ 70,806	\$ 62,897	\$ 64,931	\$ 63,195	\$ 41,649	\$ 189,300	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Subtotal Operating Expenses ³	\$ 6,263,979	\$ 6,222,373	\$ 6,866,729	\$ 7,064,613	\$ 7,296,076	\$ 7,267,000	\$ 7,508,716	\$ 7,780,864	\$ 8,063,984	\$ 8,358,533	\$ 8,664,987
Planned Contribution to Reserves ⁴							\$ 200,000	\$ -	\$ -	\$ -	\$ -
Capital Outlay for Equipment Replacement	\$ -	\$ 775,352	\$ 617,501	\$ 1,674,540	\$ 1,651,847	\$ 1,882,421	\$ -	\$ 100,000	\$ 1,320,500	\$ 1,190,000	\$ 1,447,500
Net Revenues	\$ (207,665)	\$ 305,043	\$ (328,011)	\$ (339,610)	\$ (469,969)	\$ (133,758)	\$ (389,346)	\$ (270,407)	\$ (357,482)	\$ (450,695)	\$ (550,194)

Scenario Development

Choose values from the drop down menus to the right

Residential customer growth rate:	2.7%
CPI	3.5%
Include Customer Service (057013)?	No

Customer Base	Actual					Projected					
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Residential Customers	19,747	19,895	20,402	20,386	20,934	20,934	21,497	22,075	22,668	23,277	23,903
Discounted Customers					1,250	1,250	1,250	1,250	1,250	1,250	1,250
Premium Customers	-	-	-	-	-	13	13	13	13	13	13

Historic and Current Fees	Actual						Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
New Account, Transferred Accounts and Resumption of Service	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Garbage and Trash Collection Fee	\$ 22.80	\$ 24.06	\$ 24.64	\$ 25.11	\$ 25.11	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15
Reduction for Garbage and Trash Collection Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Sanitation Equipment Surcharge (effective 6/1/17)	-	\$ 1.00	\$ 2.00	\$ 2.04	\$ 3.04	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12
Vehicle Fuel and Lubricant Pass-through Surcharge ⁵	\$ 1.30	\$ 1.20	\$ 1.20	\$ 1.50	\$ 1.50	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40
Tire Removal (per tire)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Scheduled Bulk Waste Collection (first 3 minutes)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Non-Scheduled Bulk Waste Collection (first 3 minutes)	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Non-Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Premium Service	-	-	-	-	-	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

Notes

1. Projections assume FY 22 fees remain constant for FY 23-FY 27.
2. Operating revenues used for rate study exclude revenues from franchise fees, lot cleaning, code enforcement, zoning/housing code enforcement, and sanitation equipment surcharge.
3. Expenditures reported for each cost center exclude expenditures for capital outlay.
5. After FY 23, contributions to reserves are based on net revenue from proposed rate increases.
4. Vehicle Fuel and Lubricant Pass-through Surcharge is subject to change monthly.

Proposed Increases		Proposed Rate Increases				
		FY 23	FY 24	FY 25	FY 26	FY 27
Model Projected	Garbage and Trash Collection Fee Needed to Cover Projected Deficit	\$ 27.66	\$ 27.17	\$ 27.46	\$ 27.76	\$ 28.07
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit	\$ 1.51	\$ (0.49)	\$ 0.29	\$ 0.30	\$ 0.30
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit (%)	5.8%	-1.9%	1.1%	1.1%	1.2%
Simplified (Consistent % Increase FY 24-27)	Proposed Garbage and Trash Collection Fee	\$ 27.66	\$ 27.98	\$ 28.31	\$ 28.64	\$ 28.97
	Proposed Annual Increase in Garbage and Trash Collection Fee	\$ 1.51	\$ 0.32	\$ 0.33	\$ 0.33	\$ 0.33
	Proposed Annual Increase in Garbage and Trash Collection Fee (%)	5.8%	1.2%	1.2%	1.2%	1.2%
Simplified (One-time Increase)	Proposed Sanitation Equipment Surcharge	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12
	Proposed Annual Increase in Sanitation Equipment Surcharge	\$ 2.00	\$ -	\$ -	\$ -	\$ -
	Proposed Annual Increase in Sanitation Equipment Surcharge (%)	64%	0%	0%	0%	0%

Projected Based on Proposed Rate Increases					
	FY 23	FY 24	FY 25	FY 26	FY 27
Total Annual Increase (\$ per month per customer)	\$ 3.51	\$ 0.32	\$ 0.33	\$ 0.33	\$ 0.33
Net Revenue (after \$200K Reserves Contribution) with Proposed Increases	\$ -	\$ 214,759.94	\$ 229,384.88	\$ 244,047.22	\$ 258,921.31
Reserves Year End Balance with Proposed Increases (Including Net Revenue)	\$ 486,787	\$ 701,547	\$ 930,932	\$ 1,174,979	\$ 1,433,900
Reserves as a Percent of Annual Operating Costs	6.3%	8.7%	11.1%	13.6%	16.5%
Equipment Fund Year End Balance with Proposed Increases	\$ (261,340)	\$ 994,948	\$ 1,067,170	\$ 1,307,309	\$ 1,328,409

APPENDIX C-5
NO CUSTOMER GROWTH
WITH LOW CPI

City of Pensacola
Sanitation Rate Study and Business Plan
May, 2022

Financial Metrics

Key

Values used for developing proposed garbage and trash collection fee
Values used for developing proposed equip surcharge

Projections Based on Customer Growth and CPI, Assuming Current Rates	Actual					Budgeted	Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Total Operating Revenues ^{1,2}	\$ 6,056,314	\$ 6,527,416	\$ 6,538,717	\$ 6,725,003	\$ 6,826,107	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242
Revenue from Equipment Surcharge and IRS Credits & Rebates ¹	\$ 79,704	\$ 238,695	\$ 482,192	\$ 1,680,470	\$ 759,456	\$ 863,969	\$ 863,969	\$ 863,969	\$ 863,969	\$ 783,769	\$ 783,769
Operating Expenditures by Cost Center ³											
057010 - Residential Garbage	\$ 3,189,202	\$ 3,249,248	\$ 3,403,107	\$ 3,486,435	\$ 3,801,673	\$ 3,757,000	\$ 4,004,575	\$ 4,095,498	\$ 4,189,537	\$ 4,286,828	\$ 4,387,510
057013 - Customer Service	\$ -	\$ -	\$ -	\$ 128,997	\$ 228,056	\$ 218,000	\$ 221,746	\$ 225,073	\$ 228,449	\$ 231,876	\$ 235,354
057015 - Recycling	\$ 901,756	\$ 810,023	\$ 942,288	\$ 1,217,976	\$ 1,165,568	\$ 1,092,500	\$ 1,133,870	\$ 1,160,423	\$ 1,187,885	\$ 1,216,295	\$ 1,245,693
057030 - Transfer Station	\$ 429,771	\$ 434,356	\$ 468,118	\$ 430,442	\$ 477,203	\$ 395,700	\$ 451,307	\$ 463,561	\$ 476,296	\$ 489,533	\$ 503,297
057050 - Trash Collection	\$ 1,672,443	\$ 1,665,848	\$ 1,988,284	\$ 1,866,564	\$ 1,809,984	\$ 1,832,500	\$ 1,786,354	\$ 1,827,074	\$ 1,869,222	\$ 1,912,859	\$ 1,958,052
Other (Debt Service, Nonbudget, and Interfund Transf)	\$ 70,806	\$ 62,897	\$ 64,931	\$ 63,195	\$ 41,649	\$ 189,300	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Subtotal Operating Expenses ³	\$ 6,263,979	\$ 6,222,373	\$ 6,866,729	\$ 7,064,613	\$ 7,296,076	\$ 7,267,000	\$ 7,421,106	\$ 7,591,556	\$ 7,767,940	\$ 7,950,515	\$ 8,139,551
Planned Contribution to Reserves ⁴							\$ 200,000	\$ -	\$ -	\$ -	\$ -
Capital Outlay for Equipment Replacement	\$ -	\$ 775,352	\$ 617,501	\$ 1,674,540	\$ 1,651,847	\$ 1,882,421	\$ -	\$ 100,000	\$ 1,320,500	\$ 1,190,000	\$ 1,447,500
Net Revenues	\$ (207,665)	\$ 305,043	\$ (328,011)	\$ (339,610)	\$ (469,969)	\$ (133,758)	\$ (487,864)	\$ (458,314)	\$ (634,698)	\$ (817,273)	\$ (1,006,309)

Scenario Development

Choose values from the drop down menus to the right

Residential customer growth rate:	0.0%
CPI	1.5%
Include Customer Service (057013)?	No

Customer Base	Actual					Projected					
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Residential Customers	19,747	19,895	20,402	20,386	20,934	20,934	20,934	20,934	20,934	20,934	20,934
Discounted Customers					1,250	1,250	1,250	1,250	1,250	1,250	1,250
Premium Customers	-	-	-	-	-	13	13	13	13	13	13

Historic and Current Fees	Actual						Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
New Account, Transferred Accounts and Resumption of Service	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Garbage and Trash Collection Fee	\$ 22.80	\$ 24.06	\$ 24.64	\$ 25.11	\$ 25.11	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15
Reduction for Garbage and Trash Collection Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Sanitation Equipment Surcharge (effective 6/1/17)	-	\$ 1.00	\$ 2.00	\$ 2.04	\$ 3.04	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12
Vehicle Fuel and Lubricant Pass-through Surcharge ⁵	\$ 1.30	\$ 1.20	\$ 1.20	\$ 1.50	\$ 1.50	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40
Tire Removal (per tire)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Scheduled Bulk Waste Collection (first 3 minutes)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Non-Scheduled Bulk Waste Collection (first 3 minutes)	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Non-Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Premium Service	-	-	-	-	-	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

Notes

1. Projections assume FY 22 fees remain constant for FY 23-FY 27.
2. Operating revenues used for rate study exclude revenues from franchise fees, lot cleaning, code enforcement, zoning/housing code enforcement, and sanitation equipment surcharge.
3. Expenditures reported for each cost center exclude expenditures for capital outlay.
5. After FY 23, contributions to reserves are based on net revenue from proposed rate increases.
4. Vehicle Fuel and Lubricant Pass-through Surcharge is subject to change monthly.

Proposed Increases		Proposed Rate Increases				
		FY 23	FY 24	FY 25	FY 26	FY 27
Model Projected	Garbage and Trash Collection Fee Needed to Cover Projected Deficit	\$ 28.09	\$ 27.97	\$ 28.68	\$ 29.40	\$ 30.16
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit	\$ 1.94	\$ (0.12)	\$ 0.70	\$ 0.73	\$ 0.75
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit (%)	7.4%	-0.4%	2.7%	2.8%	2.9%
Simplified (Consistent % Increase FY 24-27)	Proposed Garbage and Trash Collection Fee	\$ 28.09	\$ 28.90	\$ 29.73	\$ 30.59	\$ 31.47
	Proposed Annual Increase in Garbage and Trash Collection Fee	\$ 1.94	\$ 0.81	\$ 0.83	\$ 0.86	\$ 0.88
	Proposed Annual Increase in Garbage and Trash Collection Fee (%)	7.4%	2.9%	2.9%	2.9%	2.9%
Simplified (One-time Increase)	Proposed Sanitation Equipment Surcharge	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12
	Proposed Annual Increase in Sanitation Equipment Surcharge	\$ 2.00	\$ -	\$ -	\$ -	\$ -
	Proposed Annual Increase in Sanitation Equipment Surcharge (%)	64%	0%	0%	0%	0%

Projected Based on Proposed Rate Increases					
	FY 23	FY 24	FY 25	FY 26	FY 27
Total Annual Increase (\$ per month per customer)	\$ 3.94	\$ 0.81	\$ 0.83	\$ 0.86	\$ 0.88
Net Revenue (after \$200K Reserves Contribution) with Proposed Increases	\$ -	\$ 232,625.21	\$ 265,160.82	\$ 297,517.15	\$ 329,597.07
Reserves Year End Balance with Proposed Increases (Including Net Revenue)	\$ 486,787	\$ 719,412	\$ 984,573	\$ 1,282,090	\$ 1,611,687
Reserves as a Percent of Annual Operating Costs	6.4%	9.3%	12.4%	15.8%	19.8%
Equipment Fund Year End Balance with Proposed Increases	\$ (295,931)	\$ 890,254	\$ 855,939	\$ 952,124	\$ 790,809

APPENDIX C-6
NO CUSTOMER GROWTH
WITH MED CPI

City of Pensacola
Sanitation Rate Study and Business Plan
May, 2022

Financial Metrics

Key

Values used for developing proposed garbage and trash collection fee
Values used for developing proposed equip surcharge

Projections Based on Customer Growth and CPI, Assuming Current Rates	Actual					Budgeted	Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Total Operating Revenues ^{1,2}	\$ 6,056,314	\$ 6,527,416	\$ 6,538,717	\$ 6,725,003	\$ 6,826,107	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242
Revenue from Equipment Surcharge and IRS Credits & Rebates ¹	\$ 79,704	\$ 238,695	\$ 482,192	\$ 1,680,470	\$ 759,456	\$ 863,969	\$ 863,969	\$ 863,969	\$ 863,969	\$ 783,769	\$ 783,769
Operating Expenditures by Cost Center ³											
057010 - Residential Garbage	\$ 3,189,202	\$ 3,249,248	\$ 3,403,107	\$ 3,486,435	\$ 3,801,673	\$ 3,757,000	\$ 4,021,394	\$ 4,131,746	\$ 4,245,928	\$ 4,364,095	\$ 4,486,407
057013 - Customer Service	\$ -	\$ -	\$ -	\$ 128,997	\$ 228,056	\$ 218,000	\$ 223,276	\$ 228,188	\$ 233,208	\$ 238,339	\$ 243,582
057015 - Recycling	\$ 901,756	\$ 810,023	\$ 942,288	\$ 1,217,976	\$ 1,165,568	\$ 1,092,500	\$ 1,138,900	\$ 1,171,154	\$ 1,204,526	\$ 1,239,060	\$ 1,274,805
057030 - Transfer Station	\$ 429,771	\$ 434,356	\$ 468,118	\$ 430,442	\$ 477,203	\$ 395,700	\$ 452,863	\$ 466,913	\$ 481,509	\$ 496,676	\$ 512,438
057050 - Trash Collection	\$ 1,672,443	\$ 1,665,848	\$ 1,988,284	\$ 1,866,564	\$ 1,809,984	\$ 1,832,500	\$ 1,793,612	\$ 1,842,602	\$ 1,893,323	\$ 1,945,847	\$ 2,000,246
Other (Debt Service, Nonbudget, and Interfund Transf)	\$ 70,806	\$ 62,897	\$ 64,931	\$ 63,195	\$ 41,649	\$ 189,300	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Subtotal Operating Expenses ³	\$ 6,263,979	\$ 6,222,373	\$ 6,866,729	\$ 7,064,613	\$ 7,296,076	\$ 7,267,000	\$ 7,451,769	\$ 7,657,415	\$ 7,870,287	\$ 8,090,678	\$ 8,318,895
Planned Contribution to Reserves ⁴							\$ 200,000	\$ -	\$ -	\$ -	\$ -
Capital Outlay for Equipment Replacement	\$ -	\$ 775,352	\$ 617,501	\$ 1,674,540	\$ 1,651,847	\$ 1,882,421	\$ -	\$ 100,000	\$ 1,320,500	\$ 1,190,000	\$ 1,447,500
Net Revenues	\$ (207,665)	\$ 305,043	\$ (328,011)	\$ (339,610)	\$ (469,969)	\$ (133,758)	\$ (518,527)	\$ (524,173)	\$ (737,044)	\$ (957,435)	\$ (1,185,653)

Scenario Development

Choose values from the drop down menus to the right

Residential customer growth rate:	0.0%
CPI	2.2%
Include Customer Service (057013)?	No

Customer Base	Actual					Projected					
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Residential Customers	19,747	19,895	20,402	20,386	20,934	20,934	20,934	20,934	20,934	20,934	20,934
Discounted Customers					1,250	1,250	1,250	1,250	1,250	1,250	1,250
Premium Customers	-	-	-	-	-	13	13	13	13	13	13

Historic and Current Fees	Actual						Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
New Account, Transferred Accounts and Resumption of Service	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Garbage and Trash Collection Fee	\$ 22.80	\$ 24.06	\$ 24.64	\$ 25.11	\$ 25.11	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15
Reduction for Garbage and Trash Collection Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Sanitation Equipment Surcharge (effective 6/1/17)	-	\$ 1.00	\$ 2.00	\$ 2.04	\$ 3.04	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12
Vehicle Fuel and Lubricant Pass-through Surcharge ⁵	\$ 1.30	\$ 1.20	\$ 1.20	\$ 1.50	\$ 1.50	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40
Tire Removal (per tire)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Scheduled Bulk Waste Collection (first 3 minutes)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Non-Scheduled Bulk Waste Collection (first 3 minutes)	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Non-Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Premium Service	-	-	-	-	-	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

Notes

1. Projections assume FY 22 fees remain constant for FY 23-FY 27.
2. Operating revenues used for rate study exclude revenues from franchise fees, lot cleaning, code enforcement, zoning/housing code enforcement, and sanitation equipment surcharge.
3. Expenditures reported for each cost center exclude expenditures for capital outlay.
5. After FY 23, contributions to reserves are based on net revenue from proposed rate increases.
4. Vehicle Fuel and Lubricant Pass-through Surcharge is subject to change monthly.

Proposed Increases		Proposed Rate Increases				
		FY 23	FY 24	FY 25	FY 26	FY 27
Model Projected	Garbage and Trash Collection Fee Needed to Cover Projected Deficit	\$ 28.21	\$ 28.24	\$ 29.08	\$ 29.96	\$ 30.87
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit	\$ 2.06	\$ 0.02	\$ 0.85	\$ 0.88	\$ 0.91
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit (%)	7.9%	0.1%	3.2%	3.4%	3.5%
Simplified (Consistent % Increase FY 24-27)	Proposed Garbage and Trash Collection Fee	\$ 28.21	\$ 29.13	\$ 30.08	\$ 31.06	\$ 32.06
	Proposed Annual Increase in Garbage and Trash Collection Fee	\$ 2.06	\$ 0.92	\$ 0.95	\$ 0.98	\$ 1.01
	Proposed Annual Increase in Garbage and Trash Collection Fee (%)	7.9%	3.3%	3.3%	3.3%	3.3%
Simplified (One-time Increase)	Proposed Sanitation Equipment Surcharge	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12
	Proposed Annual Increase in Sanitation Equipment Surcharge	\$ 2.00	\$ -	\$ -	\$ -	\$ -
	Proposed Annual Increase in Sanitation Equipment Surcharge (%)	64%	0%	0%	0%	0%

Projected Based on Proposed Rate Increases					
	FY 23	FY 24	FY 25	FY 26	FY 27
Total Annual Increase (\$ per month per customer)	\$ 4.06	\$ 0.92	\$ 0.95	\$ 0.98	\$ 1.01
Net Revenue (after \$200K Reserves Contribution) with Proposed Increases	\$ -	\$ 224,701.65	\$ 249,664.04	\$ 274,836.44	\$ 300,162.82
Reserves Year End Balance with Proposed Increases (Including Net Revenue)	\$ 486,787	\$ 711,489	\$ 961,153	\$ 1,235,989	\$ 1,536,152
Reserves as a Percent of Annual Operating Costs	6.4%	9.0%	11.9%	14.9%	18.5%
Equipment Fund Year End Balance with Proposed Increases	\$ (295,931)	\$ 890,254	\$ 855,939	\$ 952,124	\$ 790,809

APPENDIX C-7
NO CUSTOMER GROWTH
WITH HIGH CPI

City of Pensacola
Sanitation Rate Study and Business Plan
May, 2022

Financial Metrics

Key

Values used for developing proposed garbage and trash collection fee
Values used for developing proposed equip surcharge

Projections Based on Customer Growth and CPI, Assuming Current Rates	Actual					Budgeted	Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Total Operating Revenues ^{1,2}	\$ 6,056,314	\$ 6,527,416	\$ 6,538,717	\$ 6,725,003	\$ 6,826,107	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242
Revenue from Equipment Surcharge and IRS Credits & Rebates ¹	\$ 79,704	\$ 238,695	\$ 482,192	\$ 1,680,470	\$ 759,456	\$ 863,969	\$ 863,969	\$ 863,969	\$ 863,969	\$ 783,769	\$ 783,769
Operating Expenditures by Cost Center ³											
057010 - Residential Garbage	\$ 3,189,202	\$ 3,249,248	\$ 3,403,107	\$ 3,486,435	\$ 3,801,673	\$ 3,757,000	\$ 4,031,006	\$ 4,152,566	\$ 4,278,488	\$ 4,408,947	\$ 4,544,123
057013 - Customer Service	\$ -	\$ -	\$ -	\$ 128,997	\$ 228,056	\$ 218,000	\$ 224,150	\$ 229,978	\$ 235,957	\$ 242,092	\$ 248,386
057015 - Recycling	\$ 901,756	\$ 810,023	\$ 942,288	\$ 1,217,976	\$ 1,165,568	\$ 1,092,500	\$ 1,141,774	\$ 1,177,317	\$ 1,214,135	\$ 1,252,277	\$ 1,291,796
057030 - Transfer Station	\$ 429,771	\$ 434,356	\$ 468,118	\$ 430,442	\$ 477,203	\$ 395,700	\$ 453,753	\$ 468,838	\$ 484,519	\$ 500,821	\$ 517,772
057050 - Trash Collection	\$ 1,672,443	\$ 1,665,848	\$ 1,988,284	\$ 1,866,564	\$ 1,809,984	\$ 1,832,500	\$ 1,797,759	\$ 1,851,521	\$ 1,907,240	\$ 1,964,997	\$ 2,024,872
Other (Debt Service, Nonbudget, and Interfund Transf)	\$ 70,806	\$ 62,897	\$ 64,931	\$ 63,195	\$ 41,649	\$ 189,300	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Subtotal Operating Expenses ³	\$ 6,263,979	\$ 6,222,373	\$ 6,866,729	\$ 7,064,613	\$ 7,296,076	\$ 7,267,000	\$ 7,469,291	\$ 7,695,242	\$ 7,929,382	\$ 8,172,042	\$ 8,423,563
Planned Contribution to Reserves ⁴							\$ 200,000	\$ -	\$ -	\$ -	\$ -
Capital Outlay for Equipment Replacement	\$ -	\$ 775,352	\$ 617,501	\$ 1,674,540	\$ 1,651,847	\$ 1,882,421	\$ -	\$ 100,000	\$ 1,320,500	\$ 1,190,000	\$ 1,447,500
Net Revenues	\$ (207,665)	\$ 305,043	\$ (328,011)	\$ (339,610)	\$ (469,969)	\$ (133,758)	\$ (536,049)	\$ (561,999)	\$ (796,140)	\$ (1,038,799)	\$ (1,290,321)

Scenario Development

Choose values from the drop down menus to the right

Residential customer growth rate:	0.0%
CPI	2.6%
Include Customer Service (057013)?	No

Customer Base	Actual					Projected					
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Residential Customers	19,747	19,895	20,402	20,386	20,934	20,934	20,934	20,934	20,934	20,934	20,934
Discounted Customers					1,250	1,250	1,250	1,250	1,250	1,250	1,250
Premium Customers	-	-	-	-	-	13	13	13	13	13	13

Historic and Current Fees	Actual						Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
New Account, Transferred Accounts and Resumption of Service	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Garbage and Trash Collection Fee	\$ 22.80	\$ 24.06	\$ 24.64	\$ 25.11	\$ 25.11	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15
Reduction for Garbage and Trash Collection Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Sanitation Equipment Surcharge (effective 6/1/17)	-	\$ 1.00	\$ 2.00	\$ 2.04	\$ 3.04	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12
Vehicle Fuel and Lubricant Pass-through Surcharge ⁵	\$ 1.30	\$ 1.20	\$ 1.20	\$ 1.50	\$ 1.50	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40
Tire Removal (per tire)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Scheduled Bulk Waste Collection (first 3 minutes)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Non-Scheduled Bulk Waste Collection (first 3 minutes)	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Non-Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Premium Service	-	-	-	-	-	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

Notes

1. Projections assume FY 22 fees remain constant for FY 23-FY 27.
2. Operating revenues used for rate study exclude revenues from franchise fees, lot cleaning, code enforcement, zoning/housing code enforcement, and sanitation equipment surcharge.
3. Expenditures reported for each cost center exclude expenditures for capital outlay.
5. After FY 23, contributions to reserves are based on net revenue from proposed rate increases.
4. Vehicle Fuel and Lubricant Pass-through Surcharge is subject to change monthly.

Proposed Increases		Proposed Rate Increases				
		FY 23	FY 24	FY 25	FY 26	FY 27
Model Projected	Garbage and Trash Collection Fee Needed to Cover Projected Deficit	\$ 28.28	\$ 28.39	\$ 29.32	\$ 30.29	\$ 31.29
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit	\$ 2.13	\$ 0.10	\$ 0.93	\$ 0.97	\$ 1.00
	Annual Increase in Garbage and Trash Collection to Cover Projected Deficit (%)	8.2%	0.4%	3.6%	3.7%	3.8%
Simplified (Consistent % Increase FY 24-27)	Proposed Garbage and Trash Collection Fee	\$ 28.28	\$ 29.26	\$ 30.27	\$ 31.31	\$ 32.39
	Proposed Annual Increase in Garbage and Trash Collection Fee	\$ 2.13	\$ 0.98	\$ 1.01	\$ 1.04	\$ 1.08
	Proposed Annual Increase in Garbage and Trash Collection Fee (%)	8.2%	3.5%	3.5%	3.5%	3.5%
Simplified (One-time Increase)	Proposed Sanitation Equipment Surcharge	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12
	Proposed Annual Increase in Sanitation Equipment Surcharge	\$ 2.00	\$ -	\$ -	\$ -	\$ -
	Proposed Annual Increase in Sanitation Equipment Surcharge (%)	64%	0%	0%	0%	0%

Projected Based on Proposed Rate Increases					
	FY 23	FY 24	FY 25	FY 26	FY 27
Total Annual Increase (\$ per month per customer)	\$ 4.13	\$ 0.98	\$ 1.01	\$ 1.04	\$ 1.08
Net Revenue (after \$200K Reserves Contribution) with Proposed Increases	\$ -	\$ 219,176.88	\$ 238,620.50	\$ 258,293.91	\$ 278,155.88
Reserves Year End Balance with Proposed Increases (Including Net Revenue)	\$ 486,787	\$ 705,964	\$ 944,584	\$ 1,202,878	\$ 1,481,034
Reserves as a Percent of Annual Operating Costs	6.3%	8.9%	11.6%	14.3%	17.6%
Equipment Fund Year End Balance with Proposed Increases	\$ (295,931)	\$ 890,254	\$ 855,939	\$ 952,124	\$ 790,809

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engineers, scientists
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CITY OF PENSACOLA,FL, PRO FORMA MODEL, GENERAL ASSUMPTIONS, SCHEDULE 1

Item	Input Description	Quantity	Units/Description	Comments/Source
	GENERAL ASSUMPTIONS			
1	Consumer Price Index Percent Change	1.5%	Low (used by City for FY21)	City Provided
		2.2%	Medium (Average of last 11 years for Southern Region)	Geosyntec Provided from Bureau of Labor Statistics
		2.6%	High (used by City for FY22)	City Provided
		3.5%	Extreme (anticipating continued inflation)	Discussion with City
2	Salary Increase Rate	5.0%	City requested rate	City Provided
3	Customer Growth Rate	0.00%	Steady	City Provided
		0.96%	Low (Average growth rate from 2012-2021)	
		1.20%	Medium (Average growth rate from 2017-2021)	
		2.69%	High (Growth rate from 2020-2021)	
4	Reserves Fund Balance	15.0%	of Operating Expenses, per City policy	City Provided

Financial Metrics

Key

Values used for developing proposed garbage and trash collection fee
Values used for developing proposed equip surcharge

Scenario Development

Choose values from the drop down menus to the right	
Residential customer growth rate:	0.0%
CPI	3.5%
Include Customer Service (057013)?	No
Custom FY 26 and FY 27 increase?	2.5%

Projections Based on Customer Growth and CPI, Assuming Current Rates

	Actual					Budgeted	Projected Assuming No Rate Increase				
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Total Operating Revenues ^{1,2}	\$ 6,056,314	\$ 6,527,416	\$ 6,538,717	\$ 6,725,003	\$ 6,826,107	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242	\$ 7,133,242
Revenue from Equipment Surcharge and IRS Credits & Rebates ³	\$ 79,704	\$ 238,695	\$ 482,192	\$ 1,680,470	\$ 759,456	\$ 863,969	\$ 863,969	\$ 863,969	\$ 863,969	\$ 863,969	\$ 863,969
Operating Expenditures by Cost Center ³											
057010 - Residential Garbage	\$ 3,189,302	\$ 3,249,248	\$ 3,403,107	\$ 3,486,435	\$ 3,801,673	\$ 3,757,000	\$ 4,052,631	\$ 4,199,690	\$ 4,352,648	\$ 4,511,748	\$ 4,677,245
057013 - Customer Service	\$ -	\$ -	\$ -	\$ 128,997	\$ 228,056	\$ 218,000	\$ 226,116	\$ 234,030	\$ 242,221	\$ 250,699	\$ 259,473
057015 - Recycling	\$ 901,756	\$ 810,023	\$ 942,388	\$ 1,217,976	\$ 1,165,568	\$ 1,092,500	\$ 1,148,242	\$ 1,191,369	\$ 1,236,022	\$ 1,282,571	\$ 1,330,989
057019 - Transfer Station	\$ 429,771	\$ 434,358	\$ 468,118	\$ 430,442	\$ 477,203	\$ 395,700	\$ 455,253	\$ 473,395	\$ 491,375	\$ 510,324	\$ 530,077
057050 - Trash Collection	\$ 1,677,443	\$ 1,665,848	\$ 1,988,284	\$ 1,866,564	\$ 1,809,984	\$ 1,831,500	\$ 1,807,090	\$ 1,871,709	\$ 1,938,939	\$ 2,008,890	\$ 2,081,676
Other (Debt Service, Nonbudget, and Interfund Transf)	\$ 70,806	\$ 62,897	\$ 64,931	\$ 63,195	\$ 41,649	\$ 189,300	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Subtotal Operating Expenses ⁴	\$ 6,263,978	\$ 6,222,373	\$ 6,866,729	\$ 7,084,613	\$ 7,296,076	\$ 7,287,084	\$ 7,508,218	\$ 7,780,864	\$ 8,063,984	\$ 8,358,533	\$ 8,664,987
Planned Contribution to Reserves ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay for Equipment Replacement	\$ -	\$ 775,352	\$ 617,501	\$ 1,674,540	\$ 1,651,847	\$ 1,882,421	\$ -	\$ 100,000	\$ 1,320,500	\$ 1,190,000	\$ 1,447,500
Net Revenue	\$ (207,663)	\$ 305,043	\$ (328,011)	\$ (359,610)	\$ (469,969)	\$ (153,742)	\$ (375,476)	\$ (647,422)	\$ (298,740)	\$ (1,228,291)	\$ (1,531,740)

Customer Base

	Actual					Projected					
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Residential Customers	19,747	19,895	20,402	20,386	20,934	20,934	20,934	20,934	20,934	20,934	20,934
Discounted Customers	-	-	-	-	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Premium Customers	-	-	-	-	-	13	13	13	13	13	13

Historic and Current Fees

	Actual					Projected Assuming No Rate Increase					
	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
New Account, Transferred Accounts and Resumption of Service	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Garbage and Trash Collection Fee	\$ 22.80	\$ 24.06	\$ 24.64	\$ 25.11	\$ 25.11	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15
Reduction for Garbage and Trash Collection Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Sanitation Equipment Surcharge (effective 6/1/17)	\$ -	\$ 1.00	\$ 2.00	\$ 3.04	\$ 3.04	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12	\$ 3.12
Vehicle Fuel and Lubricant Pass-through Surcharge ⁶	\$ 1.30	\$ 1.20	\$ 1.20	\$ 1.50	\$ 1.50	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40
Tire Removal (per tire)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Scheduled Bulk Waste Collection (first 3 minutes)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Non-Scheduled Bulk Waste Collection (first 3 minutes)	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Non-Scheduled Bulk Waste Collection (every 3 min up to 21 min)	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Premium Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

Proposed Increases

	Proposed Rate Increases				
	FY 23	FY 24	FY 25	FY 26	FY 27
Model Projected					
Garbage and Trash Collection Fee Needed to Cover Projected Deficit	\$ 28.44	\$ 28.73	\$ 29.86	\$ 31.03	\$ 32.25
Annual Increase in Garbage and Trash Collection to Cover Projected Deficit	\$ 2.29	\$ 0.79	\$ 1.13	\$ 1.17	\$ 1.22
Annual Increase in Garbage and Trash Collection to Cover Projected Deficit (%)	8.4%	1.1%	4.3%	4.5%	4.7%
Simplified					
Proposed Garbage and Trash Collection Fee	\$ 28.44	\$ 29.55	\$ 30.70	\$ 31.47	\$ 32.26
(Consistent % Increase FY 24-27)	\$ 2.29	\$ 1.11	\$ 1.15	\$ 0.77	\$ 0.79
Proposed Annual Increase in Garbage and Trash Collection Fee (%)	8.4%	3.9%	3.9%	2.5%	2.5%
Simplified					
Proposed Sanitation Equipment Surcharge	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12	\$ 5.12
(One-time Increase)	\$ 2.00	\$ -	\$ -	\$ -	\$ -
Proposed Annual Increase in Sanitation Equipment Surcharge (%)	64%	0%	0%	0%	0%

Effects of Proposed Increases

	Projected Based on Proposed Rate Increases				
	FY 23	FY 24	FY 25	FY 26	FY 27
Total Annual Increase (\$ per month per customer)	\$ 4.29	\$ 1.11	\$ 1.15	\$ 0.77	\$ 0.79
Net Revenue (after \$200K Reserves Contribution) with Proposed Increases	\$ 486,787	\$ 206,490	\$ 212,874	\$ 111,143	\$ 2,327
Reserves Year End Balance with Proposed Increases (Including Net Revenue)	\$ 486,787	\$ 693,277	\$ 906,151	\$ 1,017,294	\$ 1,018,621
Reserves as a Percent of Annual Operating Costs	6.3%	8.6%	10.8%	11.7%	11.8%
Equipment Fund Year End Balance with Proposed Increases	\$ (295,931)	\$ 890,254	\$ 855,939	\$ 952,124	\$ 790,809

Notes

- Projections assume FY 22 fees remain constant for FY 23-FY 27.
- Operating revenues used for rate study exclude revenues from franchise fees, lot cleaning, code enforcement, zoning/housing code enforcement, and sanitation equipment surcharge.
- Expenditures reported for each cost center exclude expenditures for capital outlay.
- After FY 23, contributions to reserves are based on net revenue from proposed rate increases.
- Vehicle Fuel and Lubricant Pass-through Surcharge is subject to change monthly.

		ACTUAL				
		FY 2014 REVENUE	FY 2015 REVENUE	FY 2016 REVENUE	FY 2017 REVENUE	FY 2018 REVENUE
331999	IRS ALTERNATIVE FUEL CREDIT					
	331 TOTAL					
335411	CNG REBATE ON MUN VEHICLE		14,233.00		-	-
	335 TOTAL		14,233.00		-	-
343401	RESIDENTIAL REFUSE CONTNR	3,925,934.89	3,952,953.18	4,007,962.70	4,154,503.02	4,376,416.08
343402	BULK ITEM COLLECTION	129,077.00	123,048.36	115,213.00	129,154.00	125,443.49
343405	BUSINESS REFUSE CONTAINER	155,023.20	149,641.80	140,136.20	134,319.36	134,797.92
343407	NEW ACCOUNT FEE	83,371.40	89,671.40	87,255.70	87,500.00	82,980.00
343409	SANITATION FUEL SURCHARGE	346,462.50	348,582.00	317,103.50	239,291.10	292,424.10
343410	LANDFILL FEES	1,085,582.50	1,092,223.60	1,104,448.30	1,115,032.70	1,121,866.50
343411	TEMPORARY CAN FEE	50.00	-	-	-	-
343412	SANITATION EQUIPMENT SURCHARGE		-	-	79,704.00	238,695.00
343418	LOT CLEANING	173,400.02	120,503.57	139,818.76	115,774.06	94,265.09
343419	LOT CLEANING WRITE-OFF	3,428.36	305.73	635.16	3,804.05	3,583.81
343421	FRAN FEE-ENVIR WASTE MGT	413,415.50	415,976.47	411,953.82	456,402.39	495,510.35
343423	FRAN FEE-BROW FERR/AWIN	577,419.50	584,703.00	582,796.00	574,696.00	567,477.00
343425	FRAN FEE-ECUA	3,135.00	4,035.00	3,057.02	240.00	-
343428	FRAN FEE-SUPERIOR WASTE C	-	1,657.50	-	660.00	-
343429	FRAN FEE NORTHCOAST CONTAINER	2,534.00	5,095.00	7,926.50	12,294.00	14,242.00
343431	FRAN FEE CONTAINERS INC	4,725.00	630.00	2,245.00	9,130.00	23,970.00
343432	FRAN FEE TRISTAR	(500.00)	14,175.00	9,220.00	2,860.00	5,400.00
343433	FRAN FEE - DISPOSALL, INC.	200.00	-	-	-	-
343435	FRAN FEE SOUTHERN SCRAP CO	6,015.00	3,000.00	4,645.00	2,740.00	2,475.00
343436	FRAN FEE APS ENVIRONMENTAL LLC	-	-	-	-	-
343438	FRAN FEE - WASTE KNOT CONNECTIONS	201.00	96.00	317.00	(116.00)	42.00
343440	FRAN FEE - R-C EXPRESS	1,930.00	7,620.00	8,595.00	15,645.00	12,435.00
343441	FRAN FEE - WASTE PRO	120,482.06	122,415.33	109,129.12	143,671.08	122,774.72
343443	FRAN FEE - LIFD, INC.	395.00	2,235.00	1,035.00	1,172.50	(200.00)
343445	FRAN FEE - LIFECYCLE CONTAINERS	(2,300.00)	-	-	-	-
343447	FRAN FEE - DEEP SOUTH CONTAINERS LLC	3,305.00	4,905.00	4,335.56	6,015.00	7,585.00
343448	FRAN FEE - MARK DUNNING INDUSTRIES		6,666.05	20,663.85	3,275.00	11,460.00
343449	FRAN FEE - CREEK WASTE & RECYCLING			769.00	2,074.00	699.00
343450	FRAN FEE - WILLIAM BROTHERS HAULING, INC					
343451	FRAN FEE - BR BONNER'S HAULING, INC.					
343452	FRAN FEE - ULTIMATE SOLUTIONS, INC.					

343453	FRAN FEE - GARBOLOGIST, LLC.					
343454	FRAN FEE - DIVERSITY PROPERTY WORKS					
343455	FRAN FEE - PENSACOLA CONTAINERS					
343495	ZONING/HOUSING CODE ENFORCEMENT	35,000.00	20,573.14	3,901.97	2,138.40	2,149.84
	343 TOTAL	<u>7,068,286.93</u>	<u>7,070,712.13</u>	<u>7,083,163.16</u>	<u>7,291,979.66</u>	<u>7,736,491.90</u>
354200	FINES-CODE ENFORCE VIOLAT	83,583.54	111,152.34	120,825.79	110,989.48	84,394.61
	354 TOTAL	<u>83,583.54</u>	<u>111,152.34</u>	<u>120,825.79</u>	<u>110,989.48</u>	<u>84,394.61</u>
361103	INTEREST-SPREAD	3,691.75	4,914.27	7,474.19	17,199.95	29,432.18
	361 TOTAL	<u>3,691.75</u>	<u>4,914.27</u>	<u>7,474.19</u>	<u>17,199.95</u>	<u>29,432.18</u>
364002	SALE OF ASSETS - BOOK VALUE - DISPOSALS	-	-	-	(297,453.80)	-
364003	SALE OF ASSETS - CASH	7,267.50	3,103.75	-	31,920.00	71.25
	364 TOTAL	<u>7,267.50</u>	<u>3,103.75</u>	<u>-</u>	<u>(265,533.80)</u>	<u>71.25</u>
369901	MISCELLANEOUS REVENUE	9,152.83	5,317.18	5,904.03	11,314.52	4,608.57
369905	MISC REV-SUBROGATION PYMT	-	20.91	-	382,253.25	317,652.47
369911	MISC REV-LATE PAY PENALTY	13,160.43	13,623.67	13,244.79	12,948.38	13,685.21
369929	SCRAP SALES				2,630.00	-
369934	CHARGE BACK NSF	14,965.21	14,582.75	15,810.61	14,993.47	16,313.11
369936	SANITATION FUND- A/R WRITE OFFS <9/30/91	9,207.93	9,521.06	14,179.30	14,043.81	11,724.68
369983	COUNTY NEIGHBORHOOD CLEANUP REIMB				5,250.00	-
369990	ADVERTISING CNG-CITY SANITATION VEHICLES					-
	369 TOTAL	<u>46,486.40</u>	<u>43,065.57</u>	<u>49,138.73</u>	<u>443,433.43</u>	<u>363,984.04</u>
381119	INTERFUND TRF - FUND 119	-	9,093.48	-	-	-
	381 TOTAL	<u>-</u>	<u>9,093.48</u>	<u>-</u>	<u>-</u>	<u>-</u>
389500	CONTRIBUTED CAPITAL (NBV)	-	-	-	1,414.37	-
	389 TOTAL	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,414.37</u>	<u>-</u>
	GRAND TOTAL:	<u>7,209,316.12</u>	<u>7,256,274.54</u>	<u>7,260,601.87</u>	<u>7,599,483.09</u>	<u>8,214,373.98</u>

PROJECTED (see notes on projections, column U)								
FY 2019 REVENUE	FY 2020 REVENUE	FY 2021 REVENUE	FY 2022 REVENUE	FY 2023 REVENUE	FY 2024 REVENUE	FY 2025 REVENUE	FY 2026 REVENUE	FY 2027 REVENUE
	1,181,082.00	-	-	-	-	-	-	-
	1,181,082.00	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
4,530,916.39	4,714,675.82	4,754,121.71	5,140,725.77	5,140,725.77	5,140,725.77	5,140,725.77	5,140,725.77	5,140,725.77
142,603.38	133,498.08	128,326.03	134,809.16	134,809.16	134,809.16	134,809.16	134,809.16	134,809.16
131,314.82	126,636.85	164,932.15	164,932.15	164,932.15	164,932.15	164,932.15	164,932.15	164,932.15
83,980.00	78,020.00	79,300.00	80,433.33	80,433.33	80,433.33	80,433.33	80,433.33	80,433.33
361,644.00	340,686.20	333,091.60	351,691.20	351,691.20	351,691.20	351,691.20	351,691.20	351,691.20
1,162,082.72	1,201,958.18	1,226,621.11	1,233,431.28	1,233,431.28	1,233,431.28	1,233,431.28	1,233,431.28	1,233,431.28
-	-	-	-	-	-	-	-	-
482,192.00	499,387.92	759,455.84	783,768.96	783,768.96	783,768.96	783,768.96	783,768.96	783,768.96
106,606.87	100,908.51	99,439.38						
8,080.41	3,347.93	3,401.49						
506,662.77	520,616.72	561,155.01						
565,818.00	573,068.00	561,231.00						
-	-	-						
1,860.00	-	-						
14,334.00	14,087.00	17,591.00						
30,210.00	35,510.00	24,347.50						
3,260.00	2,940.00	8,530.00						
-	-	-						
3,530.00	3,100.00	1,500.00						
-	1,145.00	-						
150.00	235.00	3,320.00						
7,960.00	(500.00)	30,280.00						
135,666.09	130,914.17	127,276.16						
-	-	-						
-	-	-						
10,951.78	10,845.00	12,750.00						
34,403.00	21,195.00	14,463.19						
3,891.00	3,966.00	7,399.00						
2,060.00	1,050.00	675.00						
245.00	145.00	170.00						
200.00	6,484.00	(1,315.00)						

		5,180.00						
		200.00						
		200.00						
(75.41)	-	-						
8,330,546.82	8,523,920.38	8,923,642.17	7,106,022.90	7,106,022.90	7,106,022.90	7,106,022.90	7,106,022.90	7,106,022.90
125,023.73	53,263.10	93,622.62						
125,023.73	53,263.10	93,622.62						
47,561.34	34,368.29	7,534.87	27,219.33	27,219.33	27,219.33	27,219.33	27,219.33	27,219.33
47,561.34	34,368.29	7,534.87	27,219.33	27,219.33	27,219.33	27,219.33	27,219.33	27,219.33
-	-	-						
31,310.00	7,985.00	19,650.00						
31,310.00	7,985.00	19,650.00	-	-	-	-	-	-
960.82	39,038.80	726.96						
-	-	-						
14,608.80	15,462.85	12,789.36						
-	-	-						
17,393.80	20,184.03	5,896.80						
14,341.30	12,488.94	12,916.33						
-	-	-						
-	-	80,200.00	80,200.00	80,200.00	80,200.00	80,200.00		
47,304.72	87,174.62	112,529.45	80,200.00	80,200.00	80,200.00	80,200.00	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
8,581,746.61	9,887,793.39	9,156,979.11	7,133,242.22	7,133,242.22	7,133,242.22	7,133,242.22	7,133,242.22	7,133,242.22

Notes on projections

Not expected

FY22 linked to scenario choices; not expected any other years

(residential rate * # of customers * 12 months) - (senior discount
* # of discounted customers * 12 month) - landfill fees - business
refuse

Averaged FY19-FY21, then remained constant

Assumed FY21

Averaged FY19-FY21, then remained constant

Keep fuel surcharge constant at FY22 value, reference number
of customers based on financial metrics tab (affected by scenario
choice)

Currently, \$4.91 of the residential and commercial service fee of \$25.11 goes to landfill fees

Keep equipment surcharge constant at FY22 value, reference
number of customers based on financial metrics tab (affected by
scenario choice)

Confirm that this should be excluded

Confirm that this should be excluded

Averaged FY17-21 (used 5 years due to fluctuation) then remained constant

City requested not to include in projected revenues

Only count on 369990, per city request

		ACTUAL							
		9/30	9/30	9/30	9/30	9/30	9/30	9/30	9/30
		EXPENDITURES	EXPENDITURES	EXPENDITURES	EXPENDITURES	EXPENDITURES	EXPENDITURES	EXPENDITURES	EXPENDITURES
		FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21
COST CENTER - 057010 - RESIDENTIAL GARB COLLECT									
9111	SALARIES	513,730.96	475,413.32	449,920.00	501,473.59	548,846.47	516,645.69	518,269.64	687,650.15
9112	OVERTIME	27,930.93	28,753.46	35,216.83	38,028.93	36,839.66	44,245.05	44,448.76	92,486.26
9114	GENERAL PENSION FUND	181,134.66	181,143.24	175,755.27	175,715.25	171,849.71	171,856.09	158,749.60	158,779.93
9118	MEDICARE PREMIUM	7,496.02	6,988.51	6,730.08	7,464.11	8,249.75	7,717.24	7,708.18	10,915.59
9119	ADDITIONAL REGULAR PAY	225.40	273.00	137.30	0.00	176.80	167.10	3,190.44	2,255.96
9120	SOCIAL SECURITY	8,867.30	9,400.94	6,968.56	9,834.91	11,959.67	17,453.15	17,784.31	26,181.80
9121	GROUP INSURANCE	61,880.05	61,845.56	57,164.23	67,611.67	76,016.86	79,913.95	101,677.76	97,161.32
9122	REPLACEMENT BENEFIT PGM	20,725.82	17,670.71	18,566.56	18,665.66	19,915.38	12,990.96	13,233.36	17,845.06
9123	DISABILITY/SURV INSURANCE	4,925.58	4,149.55	4,120.07	4,182.75	4,447.62	3,006.94	2,544.72	3,394.37
9125	EXTRA PERSONNEL SERVICES	43,392.85	55,000.00	100,441.50	48,196.89	46,672.50	63,861.55	30,104.95	1,502.97
9130	WORKER'S COMPENSATION	12,175.08	42,622.18	46,937.02	19,060.71	35,967.06	26,730.29	4,360.10	38,796.44
9133	FLORIDA RETIREMENT SYSTEM	10,647.82	12,645.52	8,546.56	11,966.61	16,619.14	35,571.30	48,411.68	64,846.69
9195	SALARY INCREASES (UNION)	0	0	0	0	0	0	0	0
9196	SALARY INCREASES (NON-UNION)	0	0	0	0	0	0	0	0
SUBTOTAL PERSONNEL SERVICES		893,132.47	895,905.99	910,503.98	902,201.08	977,560.62	980,159.31	950,483.50	1,201,816.54
9331	OFFICE SUPPLIES	316.42	198.28	434.20	375.65	445.73	463.49	955.69	580.20
9332	OPERATING SUPPLIES	1,589.41	2,216.28	1,432.27	1,517.31	1,543.00	1,878.13	2,245.74	3,164.00
9333	REPAIRS & MAINTENANCE	2,644.65	2,296.79	2,770.11	691.86	898.81	4,010.16	10,857.29	21,588.29
9334	SMALL TOOLS & MINOR EQUIP	26,166.96	25,008.60	26,105.18	28,704.97	57,129.01	55,027.58	57,839.84	66,708.82
9335	PROFESSIONAL SERVICES	1,618.28	6,453.01	2,974.05	6,061.90	1,026.48	989.33	2,672.81	9,158.17
9336	COMMUNICATION	112,424.42	146,392.68	195,874.01	135,302.80	171,053.16	155,099.34	148,604.39	184,603.64
9337	TRANSPORTATION	0.00	0.00	0.00	0.00	938.51	2,027.68	269.26	662.40
9338	ADVERTISING	625.39	0.00	0.00	0.00	600.00	640.00	443.19	577.72
9339	POSTAGE	8,462.44	8,348.28	13,250.47	8,989.83	9,092.65	9,518.37	15,027.67	11,102.74
9340	PRINTING & BINDING	1,781.24	2,315.00	2,603.34	1,535.92	1,903.09	1,861.49	2,204.11	1,276.96
9341	RENTALS	0.00	0.00	0.00	50,400.00	7,000.00	0.00	0.00	0.00
9342	TRAINING	0.00	35.00	0.00	0.00	179.00	934.00	2,166.38	3,784.31
9343	DUES, SUBS, & MEMBERSHIPS	201.30	315.00	201.30	315.00	300.00	-35.59	2,008.27	1,799.43
9345	MAINT & REPR OF VEHICLES	316,835.98	240,845.75	354,271.92	348,283.94	346,304.53	576,853.72	382,147.56	386,917.65
9346	LIABILITY INSURANCE	50,679.47	45,388.02	50,155.38	38,328.62	40,402.28	46,749.19	55,473.81	58,576.04
9347	UTILITIES	12,832.81	12,891.50	12,694.22	11,336.48	9,918.20	10,465.66	9,989.59	18,323.06
9348	FUELS & LUBRICANTS	127,466.99	106,286.58	93,576.34	110,042.84	123,705.97	145,563.88	113,777.31	126,923.17
9349	CLOTHING SUPPLIES	2,978.06	2,453.30	1,952.71	2,123.54	2,874.17	3,377.14	6,531.77	4,944.69
9351	MED & FIRST AID SUPPLIES	0.00	0.00	116.46	78.52	0.00	0.00	0.00	46.00
9357	OTHER CONTRACTUAL SERVICE	25,813.68	26,941.22	55,729.82	34,103.68	11,089.90	35,695.05	39,465.46	44,319.86
9360	MISCELLANEOUS	1,099.02	1,099.02	1,099.02	1,099.02	1,099.02	1,099.02	1,099.02	1,099.02
9361	UNCLASSIFIED	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00
9364	SERVICE AWARDS	109.00	254.00	0.00	0.00	303.90	199.95	100.00	184.95
9365	LANDFILL FEES	868,956.73	891,736.00	1,048,213.88	1,016,783.31	1,065,901.99	874,543.71	1,001,104.04	1,031,980.33
9370	NON-CAPITALIZED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,114.70
9371	NON-CAPITALIZED COMPUTERS	0.00	1,027.83	4,050.22	4,584.00	5,579.41	1,146.75	5,099.86	8,715.48
SUBTOTAL OPERATING EXPENSES		1,687,602.25	1,647,502.14	1,992,504.90	1,925,659.19	1,984,288.81	2,053,108.05	1,985,083.06	2,129,151.63
9665	MACHINERY & EQUIPMENT	0.00	5,852.86	0.00	0.00	11,698.64	0.00	0.00	0.00
9666	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9667	ROAD EQUIPMENT	0.00	272,600.54	0.00	0.00	254,551.00	280,690.00	879,428.86	714,829.13
SUBTOTAL CAPITAL OUTLAY		0.00	278,453.40	0.00	0.00	266,249.64	280,690.00	879,428.86	714,829.13
9990	PENSION COST-GASB 68	0.00	-96,395.23	-49,616.12	4,364.36	-42,120.47	11,299.63	79,658.42	-174,953.48
9992	ALLOCATED OVERHEAD(COST RECOVERY)	183,700.00	198,500.00	202,000.00	196,600.00	192,500.00	218,000.00	250,700.00	292,100.00
9994	COMPENSATED ABSENCES	-2,884.99	-9,519.94	2,212.31	8,374.46	-17,253.14	5,193.91	24,068.95	45,240.01
9995	DEPRECIATION	225,784.77	148,963.78	149,146.45	147,716.83	130,482.73	131,847.59	189,503.75	233,327.71
9997	REVERSE CAPITAL EXPEND	0.00	-278,453.40	0.00	0.00	-266,249.64	-280,690.00	-879,428.86	-714,829.13
9999	OTHER NON-OPERATING	30,848.48	21,521.18	35,849.17	4,286.49	23,789.23	3,498.66	6,937.60	74,990.41
SUBTOTAL NON-OPERATING		437,448.26	-15,383.61	339,591.81	361,342.14	21,148.71	89,149.79	-328,560.14	-244,124.48

SUBTOTAL RESIDENTIAL GARB COLLECT		3,018,182.98	2,806,477.92	3,242,600.69	3,189,202.41	3,249,247.78	3,403,107.15	3,486,435.28	3,801,672.82
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COST CENTER - 057013 - CUSTOMER SERVICE

		9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
9111	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	56,065.60	127,479.44
9118	MEDICARE PREMIUM	0.00	0.00	0.00	0.00	0.00	0.00	725.66	1,675.73
9120	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	3,102.79	7,165.27
9121	GROUP INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	11,890.48	26,316.50
9125	EXTRA PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	22,305.84	3,050.08
9130	WORKER'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9133	FLORIDA RETIREMENT SYSTEM	0.00	0.00	0.00	0.00	0.00	0.00	5,125.56	13,160.43
9196	SALARY INCREASES (NON-UNION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL PERSONNEL SERVICES		0.00	0.00	0.00	0.00	0.00	0.00	99,215.93	178,847.45
9331	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	5.05	75.94
9332	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	15.79	130.80
9333	REPAIRS & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	2,436.12	0.00
9334	SMALL TOOLS & MINOR EQUIP	0.00	0.00	0.00	0.00	0.00	0.00	641.79	310.44
9335	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	52.02	129.00
9336	COMMUNICATION	0.00	0.00	0.00	0.00	0.00	0.00	465.28	11,646.69
9337	TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00	562.40	0.00
9338	ADVERTISING								
9340	PRINTING & BINDING	0.00	0.00	0.00	0.00	0.00	0.00	47.50	248.45
9342	TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	576.00	463.13
9346	LIABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,679.67
9349	CLOTHING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	974.89
9351	MED & FIRST AID SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00
9357	OTHER CONTRACTUAL SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	3,391.63	6,345.14
9371	NON-CAPITALIZED COMPUTERS	0.00	0.00	0.00	0.00	0.00	0.00	1,630.39	0.00
SUBTOTAL OPERATING EXPENSES		0.00	0.00	0.00	0.00	0.00	0.00	9,823.97	24,034.15
9992	ALLOCATED OVERHEAD(COST RECOVERY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,900.00
9994	COMPENSATED ABSENCES	0.00	0.00	0.00	0.00	0.00	0.00	19,957.54	21,274.15
SUBTOTAL NON-OPERATING		0.00	0.00	0.00	0.00	0.00	0.00	19,957.54	25,174.15
SUBTOTAL CUSTOMER SERVICE		0.00	0.00	0.00	0.00	0.00	0.00	128,997.44	228,055.75

COST CENTER - 057015 - RECYCLING COLLECTION

		9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
9111	SALARIES	140,256.25	163,128.32	194,135.68	195,928.32	185,918.00	196,284.87	194,500.25	213,121.29
9112	OVERTIME	12,847.40	22,806.02	35,364.53	40,287.09	30,851.24	36,965.52	26,111.67	98,466.77
9114	GENERAL PENSION FUND	49,418.66	49,429.46	55,733.76	55,712.21	51,476.35	51,449.53	42,755.54	42,777.80
9118	MEDICARE PREMIUM	2,129.38	2,620.72	3,168.14	3,290.76	3,036.18	3,287.03	3,138.43	4,383.90
9119	ADDITIONAL REGULAR PAY	0.00	0.00	186.49	219.40	142.80	135.90	1,386.80	2,036.14
9120	SOCIAL SECURITY	1,883.99	3,335.89	5,048.84	6,455.43	6,837.48	7,651.44	6,727.71	13,554.41
9121	GROUP INSURANCE	23,178.02	25,151.42	35,126.58	29,398.98	32,450.85	33,236.83	39,620.37	44,961.32
9122	REPLACEMENT BENEFIT PGM	6,401.69	7,367.59	7,950.84	7,140.47	5,817.72	6,065.51	6,317.17	4,835.38
9123	DISABILITY/SURV INSURANCE	1,204.63	1,570.11	1,940.42	1,818.79	1,584.34	1,670.12	1,298.51	870.97
9125	EXTRA PERSONNEL SERVICES	24,596.11	24,303.16	32,592.07	34,573.53	30,882.53	30,731.72	35,230.51	2,539.04
9129	DEFERRED COMP PENS PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.55
9130	WORKER'S COMPENSATION	1,965.13	0.00	889.73	475.04	0.00	2,447.70	5,024.49	878.07
9131	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	198.22	1,090.21
9133	FLORIDA RETIREMENT SYSTEM	2,315.65	4,103.57	6,540.57	8,371.09	9,138.60	10,362.58	9,815.30	23,631.15
9195	SALARY INCREASES (UNION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9196	SALARY INCREASES (NON-UNION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

SUBTOTAL PERSONNEL SERVICES		266,196.91	303,816.26	378,677.65	383,671.11	358,136.09	380,288.75	372,124.97	453,162.00
9331	OFFICE SUPPLIES	100.09	120.31	99.70	95.60	98.31	101.98	97.19	238.77
9332	OPERATING SUPPLIES	113.70	629.20	343.90	417.31	455.84	662.00	1,742.97	3,067.81
9333	REPAIRS & MAINTENANCE	1,890.21	508.51	1,159.67	646.05	543.11	1,998.33	1,198.36	948.58
9334	SMALL TOOLS & MINOR EQUIP	695.24	231.77	284.73	23,261.88	25,916.43	26,183.12	45,607.78	57,814.64
9335	PROFESSIONAL SERVICES	2,908.69	628.07	2,029.46	27,482.48	2,690.98	490.71	862.88	887.94
9336	COMMUNICATION	0.00	0.00	0.00	0.00	411.30	0.00	372.40	841.33
9337	TRANSPORTATION								
9338	ADVERTISING	121.75	0.00	0.00	0.00	0.00	0.00	2,418.83	0.00
9339	POSTAGE	0.00	0.00	0.00	0.00	4,330.70	0.00	0.00	0.00
9340	PRINTING & BINDING	1,605.94	1,419.30	1,663.25	1,471.17	10,258.53	1,472.15	1,390.61	1,404.71
9341	RENTALS	0.00	0.00	0.00	45,733.00	7,000.00	0.00	0.00	0.00
9342	TRAINING	0.00	35.00	0.00	0.00	0.00	0.00	-169.00	379.40
9343	DUES, SUBS, & MEMBERSHIPS	0.00	0.00	0.00	0.00	2,500.00	3,469.00	446.00	669.00
9345	MAINT & REPR OF VEHICLES	182,196.06	185,143.24	219,548.38	218,423.79	189,143.87	264,577.20	359,012.82	347,310.07
9346	LIABILITY INSURANCE	15,785.11	19,731.77	32,969.48	34,089.32	21,872.35	25,166.93	30,844.79	38,423.90
9347	UTILITIES	3,500.24	3,712.60	3,647.50	3,068.40	2,911.42	3,026.12	2,982.34	9,155.88
9348	FUELS & LUBRICANTS	100,064.95	81,037.99	73,870.06	73,943.14	63,530.61	58,811.87	93,306.63	94,178.09
9349	CLOTHING SUPPLIES	1,355.86	1,288.83	1,400.00	1,898.32	1,739.10	3,567.88	5,698.40	4,382.95
9351	MED & FIRST AID SUPPLIES	0.00	0.00	0.00	0.00	32.00	0.00	0.00	46.00
9357	OTHER CONTRACTUAL SERVICE	1,390.62	1,326.41	1,331.50	1,346.10	6,980.88	74,770.01	85,377.27	25,663.49
9364	SERVICE AWARDS	0.00	25.00	0.00	0.00	0.00	46.45	0.00	0.00
9365	LANDFILL FEES	0.00	0.00	0.00	21,139.12	0.00	0.00	0.00	0.00
9370	NON-CAPITALIZED ASSETS	0.00	0.00	0.00	0.00	0.00	3,900.00	0.00	0.00
9371	NON-CAPITALIZED COMPUTERS	0.00	0.00	1,303.74	0.00	0.00	0.00	0.00	1,156.91
SUBTOTAL OPERATING EXPENSES		311,728.46	295,838.00	339,651.37	453,015.68	340,415.43	468,243.75	631,190.27	586,569.47
9665	MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,438.00
9666	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,069.59
9667	ROAD EQUIPMENT	0.00	0.00	0.00	0.00	509,102.00	0.00	280,135.76	62,799.00
SUBTOTAL CAPITAL OUTLAY		0.00	0.00	0.00	0.00	509,102.00	0.00	280,135.76	122,306.59
9771	PRINCIPAL	80,301.00	80,301.00	80,301.00	80,301.00	80,301.00	0.00	0.00	0.00
9772	INTEREST	732.75	821.75	973.65	1,159.01	1,003.09	0.00	0.00	0.00
SUBTOTAL DEBT SERVICE		81,033.75	81,122.75	81,274.65	81,460.01	81,304.09	0.00	0.00	0.00
9990	PENSION COST-GASB 68	0.00	-22,522.00	-12,299.56	6,384.02	-8,277.59	2,867.01	13,878.45	-47,132.58
9992	ALLOCATED OVERHEAD(COST RECOVERY)	40,000.00	44,800.00	51,000.00	56,900.00	56,100.00	55,300.00	64,500.00	70,800.00
9994	COMPENSATED ABSENCES	2,457.59	10,416.25	2,868.39	-6,937.31	-4,049.47	4,171.05	-8,809.58	12,875.59
9995	DEPRECIATION	0.00	0.00	0.00	0.00	37,122.02	46,323.63	87,215.25	93,142.87
9997	REVERSE CAPITAL EXPEND	0.00	0.00	0.00	0.00	-509,102.00	0.00	-280,135.76	-122,306.59
9998	REVERSE DEBT PRINCIPAL	-80,301.00	-80,301.00	-80,301.00	-80,301.00	-80,301.00	0.00	0.00	0.00
9999	OTHER NON-OPERATING	4,081.56	5,395.67	6,146.15	7,563.31	29,573.55	-14,905.74	57,877.00	-3,849.58
SUBTOTAL NON-OPERATING		-33,761.85	-42,211.08	-32,586.02	-16,390.98	-478,934.49	93,755.95	-65,474.64	3,529.71
SUBTOTAL RECYCLING COLLECTION		625,197.27	638,565.93	767,017.65	901,755.82	810,023.12	942,288.45	1,217,976.36	1,165,567.77
COST CENTER - 057030 - TRANSFER STATION OPERATN		9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
9111	SALARIES	84,388.04	87,727.03	88,960.01	89,416.01	92,005.99	92,294.09	98,151.41	114,634.08
9112	OVERTIME	10,397.45	16,995.59	16,235.62	12,879.90	19,801.22	39,319.55	32,740.88	56,198.45
9114	GENERAL PENSION FUND	34,246.80	34,256.68	38,354.75	38,352.51	33,752.36	33,760.39	33,254.57	33,212.56
9116	POLICE PENSION FUND	0.00	0.00	0.00	0.00	0.00	0.78	0.00	0.00
9118	MEDICARE PREMIUM	1,264.04	1,395.44	1,404.97	1,362.67	1,498.10	1,783.25	1,793.34	2,402.26
9119	ADDITIONAL REGULAR PAY	0.00	0.00	0.00	0.00	0.00	210.10	906.48	778.88
9120	SOCIAL SECURITY	2,271.74	2,399.77	2,469.08	2,375.50	2,607.99	3,018.05	3,125.79	5,257.43
9121	GROUP INSURANCE	16,782.55	17,271.26	18,363.02	18,912.26	21,046.74	21,539.91	25,710.87	25,266.60
9122	REPLACEMENT BENEFIT PGM	2,904.60	3,236.42	3,222.01	3,129.71	3,377.17	4,041.64	3,955.11	4,294.48

9123	DISABILITY/SURV INSURANCE	940.18	1,024.85	1,028.41	998.61	1,091.05	1,296.73	1,314.07	1,691.26
9130	WORKER'S COMPENSATION	600.75	308.26	1,295.97	176.28	4,775.63	1,836.15	231.39	9.19
9133	FLORIDA RETIREMENT SYSTEM	3,041.54	3,339.32	3,401.27	3,443.10	3,931.65	4,560.50	7,762.01	13,713.91
9195	SALARY INCREASES (UNION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL PERSONNEL SERVICES		156,837.69	167,954.62	174,735.11	171,046.55	183,887.90	203,661.14	208,945.92	257,459.10
9331	OFFICE SUPPLIES	174.48	165.84	142.86	200.00	156.22	111.15	162.53	190.38
9332	OPERATING SUPPLIES	270.90	707.26	554.27	769.87	873.80	1,016.48	793.86	1,831.24
9333	REPAIRS & MAINTENANCE	54,499.88	12,456.82	8,921.70	38,222.63	30,073.00	47,876.26	9,991.96	27,871.15
9334	SMALL TOOLS & MINOR EQUIP	358.81	508.70	282.55	313.01	1,743.92	744.04	775.62	514.53
9335	PROFESSIONAL SERVICES	11,135.58	397.94	273.38	204.13	341.93	7,248.86	258.56	742.73
9336	COMMUNICATION	4,734.09	5,788.36	8,477.13	3,242.21	4,866.80	500.17	522.56	3,344.26
9337	TRANSPORTATION	132.17	467.00	0.00	0.00	212.40	0.00	0.00	0.00
9338	ADVERTISING	546.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9340	PRINTING & BINDING	1,464.57	1,485.10	1,470.95	1,500.00	1,495.76	1,472.15	1,390.61	995.46
9341	RENTALS	0.00	0.00	0.00	0.00	0.00	578.01	0.00	0.00
9342	TRAINING	330.00	782.10	295.00	295.00	1,244.00	93.06	1,100.00	392.63
9343	DUES, SUBS, & MEMBERSHIPS	186.30	200.00	186.30	0.00	20.00	122.27	0.00	0.00
9345	MAINT & REPR OF VEHICLES	66,104.53	98,756.28	72,342.61	89,233.35	75,589.51	77,884.49	50,602.64	73,495.59
9346	LIABILITY INSURANCE	11,380.88	10,363.11	18,806.12	9,846.39	6,248.91	10,186.16	9,055.23	9,421.01
9347	UTILITIES	3,523.27	3,739.70	3,647.65	3,097.52	2,941.37	3,092.44	2,940.61	3,046.76
9348	FUELS & LUBRICANTS	40,310.12	33,188.57	24,525.92	27,178.87	27,880.19	32,010.05	34,514.45	38,655.87
9349	CLOTHING SUPPLIES	971.18	769.31	705.26	989.64	829.07	1,372.67	2,120.00	2,060.92
9351	MED & FIRST AID SUPPLIES	0.00	0.00	0.00	0.00	21.00	0.00	0.00	48.00
9357	OTHER CONTRACTUAL SERVICE	1,382.81	1,267.34	1,325.08	1,357.04	1,372.12	1,483.90	1,267.36	5,301.73
9360	MISCELLANEOUS	1,099.02	1,099.02	1,099.02	1,099.02	1,099.02	1,099.02	1,099.02	1,099.02
9370	NON-CAPITALIZED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	4,521.26	0.00
9371	NON-CAPITALIZED COMPUTERS	0.00	0.00	1,303.74	0.00	0.00	0.00	0.00	0.00
SUBTOTAL OPERATING EXPENSES		198,604.59	172,142.45	144,359.54	177,548.68	157,009.02	186,891.18	121,116.27	169,011.28
9665	MACHINERY & EQUIPMENT	153,200.00	0.00	0.00	0.00	0.00	81,189.00	82,400.00	91,170.00
9667	ROAD EQUIPMENT	121,324.00	0.00	0.00	0.00	0.00	0.00	205,850.04	219,244.50
9669	CONST WORK IN PROGRESS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL CAPITAL OUTLAY		274,524.00	0.00	0.00	0.00	0.00	81,189.00	288,250.04	310,414.50
9990	PENSION COST-GASB 68	0.00	-16,678.56	-9,460.54	1,859.74	-7,575.42	-2,076.67	11,005.36	-36,646.41
9992	ALLOCATED OVERHEAD(COST RECOVERY)	21,500.00	25,200.00	28,600.00	28,000.00	45,800.00	30,000.00	32,200.00	32,600.00
9994	COMPENSATED ABSENCES	2,319.65	2,972.35	-2,791.10	44.50	179.12	3,957.74	2,059.37	11,875.93
9995	DEPRECIATION	10,701.85	45,070.68	44,875.85	44,875.85	44,875.85	44,577.78	37,810.31	68,371.43
9997	REVERSE CAPITAL EXPEND	-274,524.00	0.00	0.00	0.00	0.00	-81,189.00	-288,250.04	-310,414.50
9999	OTHER NON-OPERATING	1,936.79	2,389.57	1,162.49	6,396.15	10,179.67	1,106.40	17,304.99	-25,468.59
SUBTOTAL NON-OPERATING		-238,065.71	58,954.04	62,386.70	81,176.24	93,459.22	-3,623.75	-187,870.01	-259,682.14
SUBTOTAL TRANSFER STATION OPERATN		391,900.57	399,051.11	381,481.35	429,771.47	434,356.14	468,117.57	430,442.22	477,202.74

COST CENTER - 057040 - CODE ENFORCEMENT PROGRAM		9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
9111	SALARIES	417,355.28	406,345.21	411,355.59	439,249.61	409,386.40	436,066.55	470,459.61	466,620.78
9112	OVERTIME	803.88	1,716.84	1,592.65	708.19	427.15	1,115.01	2,542.78	2,764.46
9114	GENERAL PENSION FUND	57,662.36	57,631.30	59,934.33	59,935.21	52,436.28	52,437.85	51,102.32	51,100.00
9116	POLICE PENSION FUND	150,260.08	163,973.87	163,375.70	200,883.21	190,444.07	165,505.11	138,522.56	143,736.91
9118	MEDICARE PREMIUM	5,867.73	5,678.24	5,753.73	6,114.58	5,507.99	5,895.73	6,414.90	6,413.13
9119	ADDITIONAL REGULAR PAY	0.00	0.00	0.00	0.00	0.00	0.00	1,907.20	0.00
9120	SOCIAL SECURITY	6,140.54	6,280.65	6,345.42	7,318.85	4,958.76	5,236.66	5,644.60	11,344.51
9121	GROUP INSURANCE	50,989.94	46,677.23	49,223.69	55,162.37	77,719.37	84,504.03	100,750.97	92,918.02
9122	REPLACEMENT BENEFIT PGM	17,578.96	16,561.52	16,837.53	14,392.80	15,308.58	18,578.02	20,266.17	14,309.02
9123	DISABILITY/SURV INSURANCE	3,941.71	3,807.39	3,856.45	3,907.17	3,194.50	3,428.35	3,745.48	2,739.03
9125	EXTRA PERSONNEL SERVICES	19,209.26	32,300.00	28,151.71	11,567.62	0.00	3,659.25	33,306.40	14,499.30

9126	INCENTIVE PAY	4,938.39	4,938.38	4,957.31	4,845.62	4,601.02	4,917.14	4,049.86	3,213.31
9130	WORKER'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	785.22	0.00	0.00
9133	FLORIDA RETIREMENT SYSTEM	16,030.44	17,571.91	19,026.89	21,510.61	13,577.58	14,795.53	16,332.20	33,222.87
9135	OTHER PERSONNEL SERVICES	3,678.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9195	SALARY INCREASES (UNION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9196	SALARY INCREASES (NON-UNION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL PERSONNEL SERVICES		754,456.57	763,482.54	770,411.00	825,595.84	777,561.70	796,924.45	855,045.05	842,881.34
9331	OFFICE SUPPLIES	1,082.02	875.58	1,385.00	1,490.60	834.94	808.01	588.51	840.53
9332	OPERATING SUPPLIES	1,012.40	1,127.51	456.07	184.20	205.42	376.25	347.18	507.57
9333	REPAIRS & MAINTENANCE	7,751.48	4,096.53	4,397.57	3,596.16	4,260.57	3,325.82	3,488.67	2,195.30
9334	SMALL TOOLS & MINOR EQUIP	1,441.89	1,689.32	2,260.39	2,740.34	1,400.77	2,588.40	7,536.44	3,894.40
9335	PROFESSIONAL SERVICES	34,057.50	43,272.99	35,347.83	31,409.03	40,181.83	39,653.29	37,508.00	38,110.43
9336	COMMUNICATION	27,294.77	32,486.19	45,560.37	27,972.53	32,766.63	30,261.01	28,452.32	33,042.11
9337	TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9338	ADVERTISING	3,999.68	4,202.10	4,855.38	5,624.88	5,623.90	5,297.88	3,367.16	4,054.12
9339	POSTAGE	32,509.63	37,714.28	41,845.11	48,970.24	40,670.20	33,515.53	26,021.30	27,184.68
9340	PRINTING & BINDING	1,465.91	1,376.51	1,820.77	1,868.57	2,317.10	1,746.77	2,285.32	2,719.45
9342	TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	3,336.00	727.78
9343	DUES, SUBS, & MEMBERSHIPS	201.30	60.20	201.30	104.00	0.00	0.00	200.00	200.00
9345	MAINT & REPR OF VEHICLES	31,095.64	17,918.73	17,927.83	20,162.56	18,851.11	29,028.42	20,644.85	10,815.51
9346	LIABILITY INSURANCE	27,271.83	23,982.04	23,565.22	23,858.89	20,265.62	21,888.68	25,535.35	28,601.76
9347	UTILITIES	4,161.10	4,686.10	4,435.10	4,541.31	4,844.79	4,837.86	4,931.05	5,294.50
9348	FUELS & LUBRICANTS	18,460.29	14,822.80	12,585.98	13,984.61	15,919.86	15,027.20	12,319.88	14,681.39
9349	CLOTHING SUPPLIES	2,180.39	3,669.00	3,223.10	3,447.77	2,454.26	3,425.16	3,146.07	3,819.09
9351	MED & FIRST AID SUPPLIES	126.00	0.00	37.05	0.00	46.00	0.00	275.20	0.00
9357	OTHER CONTRACTUAL SERVICE	4,193.73	3,405.37	3,312.70	3,748.14	3,346.53	3,855.39	3,426.53	6,444.97
9360	MISCELLANEOUS	1,248.15	1,258.00	1,266.85	1,266.85	1,266.85	1,266.85	1,266.85	1,266.85
9361	UNCLASSIFIED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9364	SERVICE AWARDS	109.00	0.00	43.95	175.95	48.95	0.00	0.00	0.00
9365	LANDFILL FEES	2,924.97	2,488.45	1,580.01	2,094.00	1,381.00	3,988.00	3,890.00	4,730.00
9370	NON-CAPITALIZED ASSETS	0.00	4,178.00	3,999.00	0.00	0.00	0.00	0.00	0.00
9371	NON-CAPITALIZED COMPUTERS	0.00	0.00	8,006.64	0.00	2,732.00	0.00	0.00	16,114.10
SUBTOTAL OPERATING EXPENSES		202,587.68	203,309.70	218,113.22	197,240.63	199,418.33	200,890.52	188,566.68	205,244.54
9665	MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	7,579.00	0.00	0.00
9667	ROAD EQUIPMENT	19,278.40	0.00	25,596.00	49,823.00	51,429.00	0.00	58,372.00	0.00
9669	CONST WORK IN PROGRESS	0.00	0.00	47,000.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL CAPITAL OUTLAY		19,278.40	0.00	72,596.00	49,823.00	51,429.00	7,579.00	58,372.00	0.00
9882	AID TO PRIVATE AGENCIES	19,300.00	19,300.00	19,300.00	19,300.00	19,300.00	19,300.00	19,300.00	19,300.00
SUBTOTAL GRANTS AND AIDS		19,300.00	19,300.00	19,300.00	19,300.00	19,300.00	19,300.00	19,300.00	19,300.00
9990	PENSION COST-GASB 68	0.00	-35,909.36	90,510.34	107,962.46	-8,508.02	-88,089.55	-53,522.05	-198,020.51
9992	ALLOCATED OVERHEAD(COST RECOVERY)	88,400.00	94,600.00	88,600.00	101,000.00	99,900.00	104,200.00	112,400.00	109,900.00
9994	COMPENSATED ABSENCES	839.11	-4,509.28	-2,348.99	-10,061.74	-216.15	25,548.57	464.84	9,794.60
9995	DEPRECIATION	20,580.45	18,890.89	20,156.86	25,605.20	31,073.60	36,809.30	43,880.17	43,950.97
9996	BAD DEBT	112,715.41	76,359.11	74,315.72	61,825.78	39,697.49	30,840.65	35,947.39	23,197.00
9997	REVERSE CAPITAL EXPEND	-19,278.40	0.00	-72,596.00	-49,823.00	-51,429.00	-7,579.00	-58,372.00	0.00
9999	OTHER NON-OPERATING	11,418.94	12,140.25	11,063.06	13,708.50	21,806.33	14,046.59	6,135.69	2,797.42
SUBTOTAL NON-OPERATING		214,675.51	161,571.61	209,700.99	250,217.20	132,324.25	115,776.56	86,934.04	-8,380.52
SUBTOTAL CODE ENFORCEMENT PROGRAM		1,210,298.16	1,147,663.85	1,290,121.21	1,342,176.67	1,180,033.28	1,140,470.53	1,208,217.77	1,059,045.36

COST CENTER - 057045 - ZONING/HOUSING CODE ENFORCEMENT		9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
9111	SALARIES	42,601.92	43,096.32	44,017.44	44,560.80	45,854.80	47,515.44	50,114.56	51,930.72
9114	GENERAL PENSION FUND	35,042.55	35,043.06	32,144.13	32,144.62	29,145.87	29,147.56	28,150.10	28,151.99
9118	MEDICARE PREMIUM	607.68	614.66	628.06	636.06	654.79	678.88	716.54	745.23

9121	GROUP INSURANCE	5,725.81	5,856.33	6,049.41	6,169.40	6,862.31	7,000.70	8,342.92	7,207.33
9122	REPLACEMENT BENEFIT PGM	2,428.21	2,456.53	2,508.93	2,539.97	2,613.79	2,708.41	2,856.47	2,960.15
9123	DISABILITY/SURV INSURANCE	426.01	430.91	440.20	445.52	458.62	475.05	501.04	519.31
9130	WORKER'S COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9196	SALARY INCREASES (NON-UNION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL PERSONNEL SERVICES		86,832.18	87,497.81	85,788.17	86,496.37	85,590.18	87,526.04	90,681.63	91,514.73
9335	PROFESSIONAL SERVICES	0.00	0.00	0.00	77.10	0.00	0.00	100.00	0.00
9336	COMMUNICATION	21,737.93	7,441.46	10,598.36	7,249.39	7,197.15	5,474.47	5,266.32	5,391.53
9339	POSTAGE	0.00	0.00	407.60	0.00	0.00	487.52	0.00	0.00
9345	MAINT & REPR OF VEHICLES	3,245.79	1,837.38	751.34	791.15	1,022.86	1,526.18	357.51	471.43
9346	LIABILITY INSURANCE	4,062.54	3,475.00	9,251.38	1,695.25	1,449.68	2,771.84	1,896.08	1,380.35
9348	FUELS & LUBRICANTS	1,860.67	1,581.64	1,307.71	1,131.99	366.10	0.00	0.00	0.00
9371	NON-CAPITALIZED COMPUTERS	0.00	0.00	0.00	0.00	1,366.00	0.00	0.00	0.00
SUBTOTAL OPERATING EXPENSES		30,906.93	14,335.48	22,316.39	10,944.88	11,401.79	10,260.01	7,619.91	7,243.31
9667	ROAD EQUIPMENT	0.00	0.00	0.00	0.00	0.00	23,284.00	0.00	0.00
SUBTOTAL CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00	23,284.00	0.00	0.00
9990	PENSION COST-GASB 68	0.00	-20,121.26	-10,479.79	-1,593.54	-10,081.87	-8,768.48	-1,495.11	-31,016.99
9994	COMPENSATED ABSENCES	251.38	1,828.60	-1,526.67	192.14	1,249.70	1,836.86	524.53	329.86
9997	REVERSE CAPITAL EXPEND	0.00	0.00	0.00	0.00	0.00	-23,284.00	0.00	0.00
9999	OTHER NON-OPERATING	2,537.54	2,697.83	1,229.23	1,536.30	0.00	0.00	0.00	0.00
SUBTOTAL NON-OPERATING		2,788.92	-15,594.83	-10,777.23	134.90	-8,832.17	-30,215.62	-970.58	-30,687.13
SUBTOTAL ZONING/HOUSING CODE ENFORCEMENT		120,528.03	86,238.46	97,327.33	97,576.15	88,159.80	90,854.43	97,330.96	68,070.91

COST CENTER - 057050 - TRASH COLLECTION

		9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
9111	SALARIES	427,124.09	457,917.08	418,366.79	421,729.01	452,703.21	475,114.52	460,793.77	430,911.04
9112	OVERTIME	114,059.77	109,277.02	179,798.75	116,672.33	141,538.07	169,412.66	162,624.97	199,293.41
9114	GENERAL PENSION FUND	178,868.38	178,868.09	178,366.30	178,360.91	160,857.79	160,899.95	155,754.04	155,771.59
9118	MEDICARE PREMIUM	7,366.21	7,559.94	7,928.64	7,017.91	7,870.77	8,725.53	8,622.37	8,821.61
9119	ADDITIONAL REGULAR PAY	301.94	0.00	220.88	0.00	739.25	1,244.50	3,615.95	4,069.45
9120	SOCIAL SECURITY	21,664.23	23,025.17	25,383.32	22,748.08	27,389.70	30,493.89	27,480.28	26,963.72
9121	GROUP INSURANCE	74,368.60	87,304.65	89,396.34	94,540.93	104,294.20	89,561.10	100,058.57	85,778.68
9122	REPLACEMENT BENEFIT PGM	10,102.30	9,166.31	8,389.53	7,197.10	6,188.39	5,865.20	7,736.24	8,768.85
9123	DISABILITY/SURV INSURANCE	3,802.16	3,703.17	3,864.30	3,444.66	3,399.56	3,667.85	3,149.38	2,854.39
9125	EXTRA PERSONNEL SERVICES	0.00	0.00	2,085.60	20,371.89	11,498.04	0.00	544.00	0.00
9129	DEFERRED COMP PENS PLAN	0.00	0.00	191.91	0.00	0.00	0.00	0.00	0.00
9130	WORKER'S COMPENSATION	53,573.57	24,104.44	29,482.44	60,251.62	33,209.12	17,994.12	22,084.14	73,913.98
9133	FLORIDA RETIREMENT SYSTEM	26,741.56	30,186.42	33,215.18	31,194.97	37,426.23	40,286.82	41,444.40	46,655.20
9195	SALARY INCREASES (UNION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9196	SALARY INCREASES (NON-UNION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL PERSONNEL SERVICES		917,972.81	931,112.29	976,689.98	963,529.41	987,114.33	1,003,266.14	993,908.11	1,043,801.92
9331	OFFICE SUPPLIES	183.66	150.55	134.72	111.14	285.67	166.09	294.17	190.33
9332	OPERATING SUPPLIES	275.33	642.22	778.29	879.85	879.16	984.52	714.69	1,820.86
9333	REPAIRS & MAINTENANCE	2,118.94	508.84	1,192.23	938.16	1,279.88	4,128.88	1,300.00	921.54
9334	SMALL TOOLS & MINOR EQUIP	484.04	177.99	34.68	169.34	400.00	400.00	370.59	2,494.79
9335	PROFESSIONAL SERVICES	839.43	2,016.28	643.45	892.21	1,290.72	1,349.12	941.50	723.66
9336	COMMUNICATION	4,986.22	5,451.42	6,737.41	4,967.98	7,106.95	7,426.11	6,844.92	7,484.16
9338	ADVERTISING	493.30	0.00	0.00	0.00	0.00	0.00	20.00	0.00
9340	PRINTING & BINDING	7,678.41	8,284.65	10,800.00	8,329.28	8,373.30	8,624.72	6,928.89	6,205.53
9342	TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	30.00	296.06
9343	DUES, SUBS, & MEMBERSHIPS	186.30	200.00	186.30	95.00	95.00	122.27	223.00	223.00
9345	MAINT & REPR OF VEHICLES	257,589.89	255,757.88	329,134.65	267,783.81	277,488.49	477,652.83	320,221.87	446,199.08
9346	LIABILITY INSURANCE	49,472.57	57,238.79	40,992.25	35,967.75	57,512.94	47,546.32	45,821.60	46,242.00
9347	UTILITIES	12,387.91	12,891.82	12,695.05	10,489.74	9,918.39	10,444.48	9,989.58	9,607.11

9348	FUELS & LUBRICANTS	123,904.32	87,862.30	76,307.44	78,312.78	97,328.66	102,102.33	90,489.19	100,692.03
9349	CLOTHING SUPPLIES	4,016.74	4,320.92	3,293.27	3,412.86	3,488.34	5,514.05	7,665.76	7,041.69
9357	OTHER CONTRACTUAL SERVICE	3,546.99	3,570.11	8,282.25	3,596.74	3,600.00	3,079.74	3,142.34	6,702.31
9360	MISCELLANEOUS	1,099.01	1,099.01	1,099.01	1,099.01	1,099.01	1,099.01	1,099.01	1,099.01
9364	SERVICE AWARDS	0.00	35.00	0.00	0.00	175.95	147.90	296.95	0.00
9365	LANDFILL FEES	214,668.53	86,188.78	69,925.83	53,082.52	53,529.06	85,566.00	107,057.03	118,527.23
9371	NON-CAPITALIZED COMPUTERS	0.00	0.00	1,303.74	0.00	0.00	0.00	199.00	1,156.91
SUBTOTAL OPERATING EXPENSES		683,931.59	526,396.56	563,540.57	470,128.17	523,851.52	756,354.37	603,650.09	757,627.30
9667	ROAD EQUIPMENT	0.00	0.00	0.00	0.00	0.00	255,622.00	226,725.71	504,296.50
SUBTOTAL CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00	255,622.00	226,725.71	504,296.50
9990	PENSION COST-GASB 68	0.00	-72,505.87	-42,005.79	25,224.53	-16,679.92	22,906.42	59,914.82	-171,752.41
9992	ALLOCATED OVERHEAD(COST RECOVERY)	92,300.00	94,800.00	97,800.00	116,200.00	105,500.00	116,800.00	141,700.00	138,800.00
9994	COMPENSATED ABSENCES	8,503.60	-13,022.29	7,303.24	9,199.40	-3,605.59	1,236.31	-1,250.25	-24,759.05
9995	DEPRECIATION	87,565.34	57,960.33	43,247.10	43,247.05	43,247.10	52,122.81	77,144.81	58,049.61
9997	REVERSE CAPITAL EXPEND	0.00	0.00	0.00	0.00	0.00	-255,622.00	-226,725.71	-504,296.50
9999	OTHER NON-OPERATING	-5,126.07	26,406.70	-17,485.20	44,914.72	26,420.95	35,598.05	-8,503.38	8,216.39
SUBTOTAL NON-OPERATING		183,242.87	93,638.87	88,859.35	238,785.70	154,882.54	-26,958.41	42,280.29	-495,741.96
SUBTOTAL TRASH COLLECTION		1,785,147.27	1,551,147.72	1,629,089.90	1,672,443.28	1,665,848.39	1,988,284.10	1,866,564.20	1,809,983.76
COST CENTER - 058000 - DEBT SERVICE INTEREST		9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
9772	INTEREST	23,488.51	20,934.48	18,326.16	15,663.50	12,946.50	10,172.45	7,338.62	4,445.01
SUBTOTAL DEBT SERVICE INTEREST		23,488.51	20,934.48	18,326.16	15,663.50	12,946.50	10,172.45	7,338.62	4,445.01
COST CENTER - 058010 - DEBT SERVICE PRINCIPAL		9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
9771	PRINCIPAL	120,900.00	123,500.00	126,100.00	128,700.00	131,300.00	134,160.00	137,020.00	139,880.00
SUBTOTAL DEBT SERVICE		120,900.00	123,500.00	126,100.00	128,700.00	131,300.00	134,160.00	137,020.00	139,880.00
9998	REVERSE DEBT PRINCIPAL	-120,900.00	-123,500.00	-126,100.00	-128,700.00	-131,300.00	-134,160.00	-137,020.00	-139,880.00
SUBTOTAL NON-OPERATING		-120,900.00	-123,500.00	-126,100.00	-128,700.00	-131,300.00	-134,160.00	-137,020.00	-139,880.00
TOTAL SANITATION DEBT SERVICE		23,488.51	20,934.48	18,326.16	15,663.50	12,946.50	10,172.45	7,338.62	4,445.01
COST CENTER - 094020 - NONBUDGET ACTIVITY		9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
9996	BAD DEBT	49,597.45	44,990.89	45,525.99	39,479.00	37,004.33	44,586.52	48,517.42	32,759.20
TOTAL MISCELLANEOUS NONBUDGET		49,597.45	44,990.89	45,525.99	39,479.00	37,004.33	44,586.52	48,517.42	32,759.20
COST CENTER - 301402 - INTERFUND TRFS ACTIVITY		9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
9991	TRANSFERS	9,093.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS		9,093.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REPORT TOTAL	9/30 EXPENDITURES FY 14	9/30 EXPENDITURES FY 15	9/30 EXPENDITURES FY 16	9/30 EXPENDITURES FY 17	9/30 EXPENDITURES FY 18	9/30 EXPENDITURES FY 19	9/30 EXPENDITURES FY 20	9/30 EXPENDITURES FY 21
REPORT TOTAL	7,233,433.72	6,695,070.36	7,471,490.28	7,688,068.30	7,477,619.34	8,087,881.20	8,491,820.27	8,646,803.32

Notes on projections

Increased year over year based on CPI

Increased year over year based on CPI

Conservatively remained constant based on FY22 budget

Increased year over year based on CPI

Increased year over year based on CPI

Increased year over year based on CPI

Increased year over year based on CPI

Increased year over year based on CPI

Conservatively remained constant based on FY22 budget

Accounted for by increasing salaries and raises

Increased year over year based on CPI

Increased year over year based on CPI

Increased year over year based on CPI; this is 0 for previous

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Constant, similar to previous years
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Increased year over year based on CPI
Increased year over year based on CPI
Average FY19-FY21, then increased based on CPI

Increased year over year based on CPI

Set to zero per city request

Set to zero b/c not accounting for capital outlay here

Average FY19-FY21 without reverse capital expend, then in

3,788,000.00	4,052,630.73	4,199,690.32	4,352,648.22	4,511,748.43	4,677,245.37
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APPROVED FY 22	EXPENDITURES FY 23	EXPENDITURES FY 24	EXPENDITURES FY 25	EXPENDITURES FY 26	EXPENDITURES FY 27
119,500.00	123,682.50	128,011.39	132,491.79	137,129.00	141,928.51
1,500.00	1,552.50	1,606.84	1,663.08	1,721.28	1,781.53
6,500.00	6,727.50	6,962.96	7,206.67	7,458.90	7,719.96
38,600.00	39,951.00	41,349.29	42,796.51	44,294.39	45,844.69
0.00	0.00	0.00	0.00	0.00	0.00
300.00	310.50	321.37	332.62	344.26	356.31
13,000.00	13,455.00	13,925.93	14,413.33	14,917.80	15,439.92
2,800.00	2,898.00	2,999.43	3,104.41	3,213.06	3,325.52

Increased year over year based on CPI
Increased year over year based on CPI
Increased year over year based on CPI
Increased year over year based on CPI
Accounted for by increasing salaries and raises
Increased year over year based on CPI
Increased year over year based on CPI
Increased year over year based on CPI; this is 0 for previous years, because it eventually gets

182,200.00	188,577.00	195,177.20	202,008.40	209,078.69	216,396.44
300.00	310.50	321.37	332.62	344.26	356.31
100.00	103.50	107.12	110.87	114.75	118.77
800.00	828.00	856.98	886.97	918.02	950.15
0.00	321.31	332.55	344.19	356.24	368.71
0.00	133.52	138.19	143.02	148.03	153.21
13,500.00	13,972.50	14,461.54	14,967.69	15,491.56	16,033.77
600.00	621.00	642.74	665.23	688.51	712.61
8,000.00	8,280.00	8,569.80	8,869.74	9,180.18	9,501.49
400.00	414.00	428.49	443.49	459.01	475.07
2,700.00	2,794.50	2,892.31	2,993.54	3,098.31	3,206.75
3,200.00	3,312.00	3,427.92	3,547.90	3,672.07	3,800.60
500.00	517.50	535.61	554.36	573.76	593.84
0.00	31.05	32.14	33.26	34.43	35.63
3,600.00	3,726.00	3,856.41	3,991.38	4,131.08	4,275.67
2,100.00	2,173.50	2,249.57	2,328.31	2,409.80	2,494.14

Increased year over year based on CPI
Increased year over year based on CPI
Increased year over year based on CPI
Increased year over year based on CPI (based on FY21)
Increased year over year based on CPI (based on FY21)
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Increased year over year based on CPI
Increased year over year based on CPI
Increased year over year based on CPI (based on FY21)
Increased year over year based on CPI
Increased year over year based on CPI

35,800.00	37,538.87	38,852.73	40,212.58	41,620.02	43,076.72
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	0.00	0.00	0.00	0.00

Constant based on FY22 budget
Constant based on FY22 budget

218,000.00	226,115.87	234,029.93	242,220.97	250,698.71	259,473.16
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APPROVED FY 22	EXPENDITURES FY 23	EXPENDITURES FY 24	EXPENDITURES FY 25	EXPENDITURES FY 26	EXPENDITURES FY 27
260,600.00	285,000.00	299,250.00	314,212.50	329,923.13	346,419.28
37,600.00	38,916.00	40,278.06	41,687.79	43,146.86	44,657.01
43,300.00	43,300.00	43,300.00	43,300.00	43,300.00	43,300.00
3,700.00	3,829.50	3,963.53	4,102.26	4,245.84	4,394.44
300.00	310.50	321.37	332.62	344.26	356.31
12,500.00	12,937.50	13,390.31	13,858.97	14,344.04	14,846.08
62,900.00	65,101.50	67,380.05	69,738.35	72,179.20	74,705.47
3,000.00	3,105.00	3,213.68	3,326.15	3,442.57	3,563.06
500.00	500.00	500.00	500.00	500.00	500.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
10,100.00	10,453.50	10,819.37	11,198.05	11,589.98	11,995.63
0.00	0.00	0.00	0.00	0.00	0.00
21,300.00	22,045.50	22,817.09	23,615.69	24,442.24	25,297.72
3,800.00	5,300.00	5,565.00	5,843.25	6,135.41	6,442.18
1,200.00	1,200.00	1,260.00	1,323.00	1,389.15	1,458.61

Increased year over year based on CPI
Increased year over year based on CPI
Conservatively remained constant based on FY22 budget
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Increased year over year based on CPI
Conservatively remained constant based on FY22 budget
Accounted for by increasing salaries and raises
Constant based on FY22 budget
Increased year over year based on CPI
Constant based on FY22 budget
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Increased year over year based on CPI; this is 0 for previous years, because it eventually gets

[illegible]

Constant based on FY22 budget
Constant based on FY22 budget

Constant based on FY22 budget
Constant based on FY22 budget

Set to zero per county request
Set to zero b/c not accounting for capital outlay here

Average FY19-FY21 without reverse capital expend, then increased based on CPI

Increased year over year based on CPI
Increased year over year based on CPI
Conservatively remained constant based on FY22 budget
Constant based on FY22 budget
Increased year over year based on CPI
Constant based on FY22 budget
Increased year over year based on CPI
Increased year over year based on CPI
Increased year over year based on CPI

1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
7,000.00	7,245.00	7,498.58	7,761.03	8,032.66	8,313.80
8,500.00	14,300.00	15,015.00	15,765.75	16,554.04	17,381.74
2,000.00	3,600.00	3,780.00	3,969.00	4,167.45	4,375.82
193,500.00	253,830.50	264,205.07	275,069.94	286,448.65	298,365.85

200.00	207.00	214.25	221.74	229.50	237.54
1,000.00	1,035.00	1,071.23	1,108.72	1,147.52	1,187.69
45,000.00	46,575.00	48,205.13	49,892.30	51,638.54	53,445.88
1,000.00	1,035.00	1,071.23	1,108.72	1,147.52	1,187.69
1,000.00	1,035.00	1,071.23	1,108.72	1,147.52	1,187.69
3,800.00	3,933.00	4,070.66	4,213.13	4,360.59	4,513.21
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
1,500.00	1,552.50	1,606.84	1,663.08	1,721.28	1,781.53
0.00	0.00	0.00	0.00	0.00	0.00
600.00	621.00	642.74	665.23	688.51	712.61
0.00	0.00	0.00	0.00	0.00	0.00
50,000.00	51,750.00	53,561.25	55,435.89	57,376.15	59,384.32
10,700.00	11,074.50	11,462.11	11,863.28	12,278.50	12,708.24
3,500.00	3,622.50	3,749.29	3,880.51	4,016.33	4,156.90
38,700.00	40,054.50	41,456.41	42,907.38	44,409.14	45,963.46
2,000.00	2,070.00	2,142.45	2,217.44	2,295.05	2,375.37
0.00	0.00	0.00	0.00	0.00	0.00
8,400.00	8,694.00	8,998.29	9,313.23	9,639.19	9,976.56
1,200.00	1,242.00	1,285.47	1,330.46	1,377.03	1,425.22
1,400.00	1,449.00	1,499.72	1,552.21	1,606.53	1,662.76
0.00	0.00	0.00	0.00	0.00	0.00
170,000.00	175,950.00	182,108.25	188,482.04	195,078.91	201,906.67

300,000.00	
0.00	
974,000.00	
1,274,000.00	

0.00	
32,200.00	
0.00	
0.00	0.00
0.00	0.00
0.00	

32,200.00	25,972.71	26,881.75	27,822.61	28,796.40	29,804.28
1,669,700.00	455,753.21	473,195.07	491,374.60	510,323.97	530,076.80

APPROVED FY 22	
495,700.00	
4,100.00	
44,600.00	
122,300.00	
6,500.00	
10,700.00	
131,300.00	
16,000.00	
3,000.00	
0.00	
0.00	

Conservatively remained constant based on FY22 budget
Increased year over year based on CPI
Increased year over year based on CPI
Increased year over year based on CPI; this is 0 for previous years, because it eventually gets

Increased year over year based on CPI
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Constant based on FY22 budget
Increased year over year based on CPI
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Increased year over year based on CPI
Constant based on FY22 budget

Set to zero per City request
Set to zero b/c not accounting for capital outlay here

Average FY19-FY21 without reverse capital expend, then increased based on CPI

3,200.00	
9,500.00	
34,800.00	
0.00	
1,400.00	
10,300.00	
893,400.00	
1,500.00	
500.00	
5,000.00	
2,900.00	
45,000.00	
40,700.00	
500.00	
5,700.00	
45,000.00	
2,500.00	
4,500.00	
500.00	
20,000.00	
29,200.00	
5,500.00	
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3,500.00	
200.00	
15,600.00	
1,300.00	
72,600.00	
100.00	
5,000.00	
0.00	
0.00	
327,300.00	
0.00	
34,000.00	
0.00	
34,000.00	
19,300.00	
19,300.00	
0.00	
112,400.00	
0.00	
0.00	
0.00	
0.00	
0.00	
112,400.00	
1,386,400.00	

APPROVED FY 22	
52,600.00	
31,400.00	
800.00	

7,800.00
3,000.00
500.00
700.00
1,200.00
98,000.00
0.00
6,200.00
0.00
2,000.00
1,600.00
800.00
0.00
10,600.00
0.00
0.00
0.00
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0.00
108,600.00

APPROVED FY 22	EXPENDITURES FY 23	EXPENDITURES FY 24	EXPENDITURES FY 25	EXPENDITURES FY 26	EXPENDITURES FY 27
481,900.00	456,100.00	478,905.00	502,850.25	527,992.76	554,392.40
156,700.00	162,184.50	167,860.96	173,736.09	179,816.85	186,110.44
159,000.00	159,000.00	159,000.00	159,000.00	159,000.00	159,000.00
6,000.00	6,210.00	6,427.35	6,652.31	6,885.14	7,126.12
600.00	621.00	642.74	665.23	688.51	712.61
19,900.00	20,596.50	21,317.38	22,063.49	22,835.71	23,634.96
132,200.00	136,827.00	141,615.95	146,572.50	151,702.54	157,012.13
4,900.00	5,071.50	5,249.00	5,432.72	5,622.86	5,819.66
1,900.00	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
25,600.00	26,496.00	27,423.36	28,383.18	29,376.59	30,404.77
40,700.00	42,124.50	43,598.86	45,124.82	46,704.19	48,338.83
10,100.00	8,900.00	9,345.00	9,812.25	10,302.86	10,818.01
1,100.00	1,800.00	1,890.00	1,984.50	2,083.73	2,187.91
1,040,600.00	1,027,831.00	1,065,175.59	1,104,177.33	1,144,911.74	1,187,457.84
300.00	310.50	321.37	332.62	344.26	356.31
1,000.00	1,035.00	1,071.23	1,108.72	1,147.52	1,187.69
4,000.00	4,140.00	4,284.90	4,434.87	4,590.09	4,750.75
2,000.00	2,070.00	2,142.45	2,217.44	2,295.05	2,375.37
2,000.00	2,070.00	2,142.45	2,217.44	2,295.05	2,375.37
8,500.00	8,797.50	9,105.41	9,424.10	9,753.95	10,095.33
0.00	0.00	0.00	0.00	0.00	0.00
10,000.00	10,350.00	10,712.25	11,087.18	11,475.23	11,876.86
0.00	0.00	0.00	0.00	0.00	0.00
300.00	310.50	321.37	332.62	344.26	356.31
351,100.00	363,388.50	376,107.10	389,270.85	402,895.33	416,996.66
21,400.00	22,149.00	22,924.22	23,726.56	24,556.99	25,416.49
12,000.00	12,420.00	12,854.70	13,304.61	13,770.28	14,252.24

Increased year over year based on CPI
Increased year over year based on CPI
Conservatively remained constant based on FY22 budget
Increased year over year based on CPI
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Increased year over year based on CPI
Conservatively remained constant based on FY22 budget
Accounted for by increasing salaries and raises
Is this item number no longer used?
Increased year over year based on CPI
Increased year over year based on CPI
Increased year over year based on CPI; this is 0 for previous years, because it eventually gets
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Increased year over year based on CPI

95,800.00	99,153.00	102,623.36	106,215.17	109,932.70	113,780.35
7,800.00	8,073.00	8,355.56	8,648.00	8,950.68	9,263.95
10,000.00	10,350.00	10,712.25	11,087.18	11,475.23	11,876.86
1,200.00	1,242.00	1,285.47	1,330.46	1,377.03	1,425.22
100.00	103.50	107.12	110.87	114.75	118.77
121,700.00	125,959.50	130,368.08	134,930.97	139,653.55	144,541.42
1,000.00	1,035.00	1,071.23	1,108.72	1,147.52	1,187.69
650,200.00	672,957.00	696,510.50	720,888.36	746,119.46	772,233.64

0.00					
0.00					

0.00					
141,700.00					
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
0.00					
141,700.00	106,302.30	110,022.88	113,873.68	117,859.26	121,984.33
1,832,500.00	1,807,090.30	1,871,708.96	1,938,939.37	2,008,890.46	2,081,675.81

APPROVED FY 22	EXPENDITURES FY 23	EXPENDITURES FY 24	EXPENDITURES FY 25	EXPENDITURES FY 26	EXPENDITURES FY 27
1,500.00					
1,500.00					

APPROVED FY 22	EXPENDITURES FY 23	EXPENDITURES FY 24	EXPENDITURES FY 25	EXPENDITURES FY 26	EXPENDITURES FY 27
142,800.00					
142,800.00					
0.00					
0.00					
142,800.00					

APPROVED FY 22	EXPENDITURES FY 23	EXPENDITURES FY 24	EXPENDITURES FY 25	EXPENDITURES FY 26	EXPENDITURES FY 27
45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00
45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00

APPROVED FY 22	EXPENDITURES FY 23	EXPENDITURES FY 24	EXPENDITURES FY 25	EXPENDITURES FY 26	EXPENDITURES FY 27
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

Increased year over year based on CPI

Increased year over year based on CPI

Increased year over year based on CPI

Increased year over year based on CPI

Increased year over year based on CPI

Increased year over year based on CPI

Increased year over year based on CPI

Set to zero per county request

Set to zero b/c not accounting for capital outlay here

Average FY19-FY21 without reverse capital expend, then increased based on CPI

Per estimate from Laura Picklap

APPROVED FY 22	EXPENDITURES FY 23	EXPENDITURES FY 24	EXPENDITURES FY 25	EXPENDITURES FY 26	EXPENDITURES FY 27
10,240,000.00	7,734,831.65	8,014,893.77	8,306,205.21	8,609,232.06	8,924,460.34

accounted for as salaries
accounted for as salaries

accounted for as salaries

accounted for as salaries
accounted for as salaries

accounted for as salaries

accounted for as salaries
accounted for as salaries

Sanitation Fleet Replacement Needs
(Excludes code enforcement and zoning/housing code enforcement)

Garbage and Recycling Trucks (057010 & 057015)

Mod Yr	Trk #	Use	Chassis	Body	Active?	Replace in 10 yr	Actual				Projected					
							2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
2020	60920	one-way	Peterbilt	Heil Replaced w/60920 - 057010	Yes	No			\$289,317							
1992	610	one-way	Peterbilt	Heil Replace w/REL truck (PO79564)	Yes	No				\$312,809						
2020	61820	Recycling	Volvo	Heil Replaced w/61820 - 057015	Yes	Yes										
2019	62019	Recycling	Volvo	Heil Replaced w/62019 - 057015	Yes	Yes		\$280,690								
2019	61320	Garbage	Volvo	Heil Replaced w/61320 - 057010	Yes	Yes			\$278,416							
2020	61220	Garbage	Volvo	Heil Replaced w/61220 - 057010	Yes	Yes			\$287,416							
2002	615	Recycling	Volvo	Heil (OOS - not replaced)	Yes	Yes										
2018	62118	Recycling	Volvo	Heil - 057015	No - fire	No										\$395,000
2021	61620	Garbage	Autocar	McNeilus (61608 auctioned 6/20)	Yes	Yes										
2008	62308	Garbage	Autocar	McNeilus Retained due to all other '08's unserviceable (Grant application)	Yes	Yes				\$339,221						
2008	62508	Garbage	Autocar	McNeilus (OOS) Replace w/625XX (PO# 0079795)	Yes	Yes					\$371,630					
2008	62608	Garbage	Autocar	McNeilus (OOS) mechanical	Yes	Yes					\$391,632					
2018	61718	Recycling	Autocar	McNeilus	No-fire	No										\$395,000
2012	62212	Garbage	Autocar	McNeilus	Yes	Yes									\$420,000	
2012	62712	Garbage	Autocar	McNeillus - 057010	Yes	Yes				\$391,632						
2018	62818	Garbage	Autocar	McNeillus - 057010	Yes	No										\$395,000
2012	62912	Recycling	Autocar	McNeillus	Yes	No								\$400,000		
2015	62415	Garbage	Autocar	McNeillus	Yes	No									\$420,000	
NEW		Holding spot for box trucks		#640XX - PO #0079909						\$62,799						
NEW		Holding spot for box trucks		#632XX- PO #0079909						\$62,799						
13 RH collection ASL's 1 LH collection ASL								\$0	\$280,690	\$1,135,285	\$777,628	\$1,154,894	\$0	\$0	\$400,000	\$840,000
Totals								\$0.00	\$1.16	\$4.65	\$3.11	\$4.69	\$0.00	\$0.00	\$1.63	\$3.41
Monthly Cost per Customer																\$4.81

Sanitation Fleet Replacement Needs
(Excludes code enforcement and zoning/housing code enforcement)

Yard Trash Trucks and Trailers (057050)

Mod Yr	Trk #	Use	Chassis	Body	Active?	Replace in 10 yr	Actual				Projected					
							2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
NEW	675	Holding spot of new vehicle			New ROL to replace #675 and some trlrs.											
2019	66219	Yard Trash	Ford	(PO #0079569)												
2006	66406	Yard Trash	Freightliner	Replaced w/#66219				\$127,811								\$269,560
				Missing from List												
				Replaced w/#66506 but retained												
2019	66519	Yard Trash	Ford	#564908	Yes	Yes		\$127,811								
2008	S64908	Yard Trash	Sterling	PacMac												
2019	64920	Yard Trash	Sterling	PacMac	Replaced w/#64920	Yes	Yes			\$226,726						
				Patimat CCs due to mechanical issues.												
				Replacing w/#651XX (PO												
2008	65108	Yard Trash	Sterling	#0079567)	Yes	Yes				\$234,737						
2009	65309	Yard Trash	Sterling	PacMac	Yes	Yes						\$240,324				
2009	65409	Yard Trash	Sterling	PacMac	Yes	Yes						\$240,324				
2009	65509	Yard Trash	Sterling	PacMac	Yes	Yes										\$262,500
2009	65609	Yard Trash	Sterling	PacMac	Yes	Yes								\$262,500		
2009	65709	Yard Trash	Sterling	PacMac	Yes	Yes								\$273,000		
10 trucks as of 03-01-2021																
							Totals									
Monthly Cost per Customer							\$0.00	\$255,622	\$226,726	\$504,297	\$480,647	\$0	\$0	\$535,500	\$0	\$262,500
							\$0.00	\$1.06	\$0.99	\$2.20	\$2.09	\$0.00	\$0.00	\$2.33	\$0.00	\$1.14

Transfer Station Tractor/Chassis (057030)

Mod Yr	Trk #	Use	Chassis	Body	Active?	Replace in 10 yr	Actual				Projected					
							2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
2020	60620	Trans Station	Peterbilt	Not replaced due to wrecked #604.					\$148,314							
1998	607	Trans Station	Mack	Acquired #60620	Yes	Yes										
2000	602	Trans Station	Mack	Replace w/ 602XX (PO #0079568)	Yes	Yes				\$219,245						
2000	604	Trans Station	Mack	Auctioned 9/5/2019	Yes	Yes					\$218,547					
2002	605	Trans Station	Mack		Yes	Yes										
2011	60311	Trans Station	IHC		Yes	No								\$250,000		
2015	60115	Trans Station	Volvo		Yes	No									\$250,000	
6 trucks as of 03-01-2021							Totals									
Monthly Cost per Customer							\$0	\$0	\$148,314	\$219,245	\$218,547	\$0	\$0	\$250,000	\$250,000	\$0
							\$0.00	\$0.00	\$0.61	\$0.88	\$0.89	\$0.00	\$0.00	\$1.02	\$1.02	\$0.00

Sanitation Fleet Replacement Needs
(Excludes code enforcement and zoning/housing code enforcement)

Transfer Station Trailers (057030)

Mod Yr	Trk #	Use	Chassis	Body	Active?	Replace in 10 yr	Actual				Projected					
							2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1996	692	Trans Station		McClain	Yes	Yes							\$100,000			
2019	66119	Trans Station		John Deere Loader/Backhoe				\$81,189								
1996	698	Trans Station		McClain - PO #080044	Yes	Yes				\$91,170						
	694/694			McClain - Sold 694 @ auction August 2020.												
2020	20	Trans Station		McClain	Yes	Yes			\$82,400							
2001	691	Trans Station		McClain	Yes	Yes								\$100,000		
2002	696	Trans Station		J&J	Yes	No									\$100,000	
2014	69314	Trans Station		J&J	Yes	No										
2014	69514	Trans Station		J&J	Yes	No										
Totals							\$0	\$81,189	\$82,400	\$91,170	\$0	\$0	\$100,000	\$100,000	\$100,000	\$0
Monthly Cost per Customer							\$0.00	\$0.34	\$0.34	\$0.36	\$0.00	\$0.00	\$0.41	\$0.41	\$0.41	\$0.00

Small Trucks and Utility Trailers (all cost centers)

Mod Yr	Trk #	Use	Chassis	Body	Active?	Replace in 10 yr	Actual				Projected					
							2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
2000	63200	Can Crew	Ford	Missing from list; Utility Body - 057015												
	63803 /															
2003	63820	Spare	Chevrolet	Replaced - Director #63820 - 057010	Yes	No			\$24,280							
	63703 /															
2003	63720	Garbage	Ford	Replaced - 057010	Yes	No			\$28,755							
2009	64009	Can Crew	Ford	Box truck will replace - 057010	Yes	No										
2013	63613	Yard Trash	Ford	Now in Yard trash - 057050	Yes	Yes			-							
2013	63913	Yard Trash St	Ford	Now in garbage -057010	Yes	Yes					\$28,333					
	68413 /															
2013	68420	Transfer St.	Ford	Now in T/S - 057030	Yes	Yes			\$28,781					\$35,000		
2013	75313	Recycling	Ford	To be x-ferred to garage												
Totals							\$0	\$0	\$81,816	\$0	\$28,333	\$0	\$0	\$35,000	\$0	\$0
Monthly Cost per Customer							\$0.00	\$0.00	\$0.34	\$0.00	\$0.12	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00
Total of all Capital							\$0	\$617,501	\$1,674,540	\$1,592,339	\$1,882,421	\$0	\$100,000	\$1,320,500	\$1,190,000	\$1,447,500
Monthly Customer Cost Average							\$0.00	\$2.56	\$6.92	\$6.35	\$7.79	\$0.00	\$0.41	\$5.52	\$4.84	\$5.96

Actual							Actual				Projected					
2017							2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
# of Customers							19891	20091	20,340	20,818	20510	20510	20510	20510	20510	20510
Monthly San. Equip. Surcharge w/CPI of							\$1.00	\$2.00	\$2.05	\$3.04	\$3.12	\$3.17	\$3.21	\$3.26	\$3.31	\$3.36
# of months							12	12	12	12	12	12	12	12	12	12
Annual Surcharge Revenue							\$79,704	\$238,695	\$482,192	\$499,388	\$759,456	\$767,658	\$779,173	\$790,861	\$802,724	\$814,764

Annual Profit/Loss							\$79,704	\$238,695	-\$135,309	-\$1,175,152	-\$832,883	-\$1,114,763	\$779,173	\$690,861	-\$517,776	-\$375,236	-\$620,514
Cash Balance							\$79,704	\$318,399	\$183,090	-\$992,063	-\$1,824,946	-\$2,939,709	-\$2,160,536	-\$1,469,675	-\$1,987,452	-\$2,362,687	-\$2,983,201

CNG Rebates									\$1,181,082	\$0							
PE Advertising Agreement										\$80,200							
Revised Cash Balance							\$79,704	\$318,399	\$183,090	\$189,019	-\$563,664	-\$1,598,227	-\$738,854	\$32,207	-\$405,370	-\$700,405	-\$1,240,719

SANITATION FUND 402
Fee History
Fiscal Year 2017-2022

Fees and surcharges	2017	2018	2019	2020	2021	2022
New Account, Transferred Accounts and Resumption of Service	20.00	20.00	20.00	20.00	20.00	20.00
Garbage and Trash Collection Fee	22.80	24.06	24.64	25.11	25.11	26.15
Reduction for Garbage and Trash Collection Fee	2.00	2.00	2.00	2.00	2.00	2.00
Sanitation Equipment Surcharge (effective 6/1/17)	n/a	1.00	2.00	2.04	3.04	3.12
Vehicle Fuel and Lubricant Pass-through Surcharge *	1.30	1.20	1.20	1.50	1.50	1.40
Tire Removal:	3.00	3.00	3.00	3.00	3.00	3.00
Scheduled Bulk Waste Collection	15.00/5.00	15.00/5.00	15.00/5.00	15.00/5.00	15.00/5.00	15.00/5.00
Non-Scheduled Bulk Waste Collection	35.00/10.00	35.00/10.00	35.00/10.00	35.00/10.00	35.00/10.00	35.00/10.00
Premium Service	n/a	n/a	n/a	n/a	n/a	20.00

* Adjusted through the year based on actual fuel cost.

CPI History

2018 = 2.40% based on the CPI increase	2018	2.4	4.5
2019 = 2.40% based on the CPI increase	2019	2.4	4
2020 = 1.9% based on the CPI increase	2020	1.9	3.5
2021 = No implemented in FY21	2021	0	3
2022 = 1.5% for fiscal year 2021 2.6% for fiscal year 2022 based on CPI inc	2022	4.1	2.5

SANITATION FUND 402
Reserve History
Fiscal Year 2017-2021

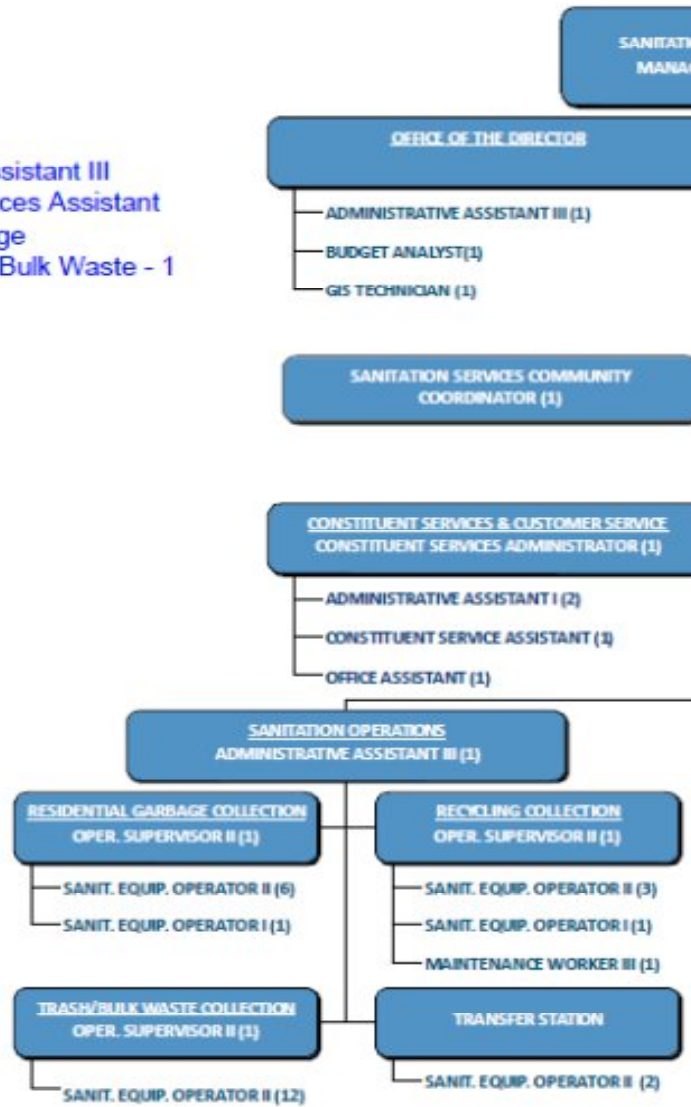
	2017	2018	2019	2020	2021
	Ending	Ending	Ending	Ending	Ending
<u>Cash Balance</u>					
Equity In Pooled Cash (101000) (DR)	1,774,230.96	1,442,643.74	1,130,056.49	1,259,796.44	560,138.46
Total Equity In Pooled Cash (101000)	<u>1,774,230.96</u>	<u>1,442,643.74</u>	<u>1,130,056.49</u>	<u>1,259,796.44</u>	<u>560,138.46</u>
<u>Net Current Assets Less Litter Enforcement & Lot Cleaning</u>					
Equity In Pooled Cash (101000) (DR)	1,774,230.96	1,442,643.74	1,130,056.49	1,259,796.44	560,138.46
Plus 1996 S & E Tax Revenues (103872) (DR)	+ -	-	-	-	-
Plus Total Accounts Receivables (115000's) (DR)	+ 774,915.08	778,218.77	854,991.51	845,973.82	837,903.69
Less A/R Franchise Fees (115036) (DR)	- (311,347.03)	(327,391.31)	(350,323.86)	(324,925.38)	(359,309.50)
Less A/R Lot Cleaning (115070) (DR)	- (55,030.77)	(40,787.59)	(41,765.27)	(40,511.04)	(28,706.38)
Plus Total Uncollectible Accounts Receivables (117000's) (DR)	+ (92,912.78)	(83,539.30)	(87,639.09)	(88,679.24)	(71,471.57)
Less Uncoll A/R Lot Cleaning (117006) (DR)	- 19,099.68	13,903.12	12,682.92	13,650.04	8,126.00
Plus Due From Other Governments (133000's) (DR)	+ -	-	-	36,800.00	-
Plus Prepaid Exp - (1550*)(DR)	+ 811.00	803.34	923.34	1,368.86	1,240.32
Sub-Total Current Assets	<u>2,109,766.14</u>	<u>1,783,850.77</u>	<u>1,518,926.04</u>	<u>1,703,473.50</u>	<u>947,921.02</u>
Vouchers Payable (201000's) (CR)	168,955.61	118,531.30	142,665.13	175,557.82	148,056.69
Plus Accounts Payable (202000's) (CR)	+ -	-	-	198.22	-
Plus Contracts Payable (205000's) (CR) (not 205500)	+ -	725.91	12,000.00	2,871.00	107,110.59
Plus Due To Other Funds (207000's) (CR)	+ 278,330.24	198,787.29	238,461.30	234,977.57	272,209.11
Plus Accrued Wages Payable (216000's) (CR)	+ 314,025.79	290,330.26	332,274.70	369,290.10	445,921.19
Less Compensated Absences Long-Term (216002) (CR)	- (281,098.90)	(290,330.26)	(309,149.51)	(369,290.10)	(445,921.19)
Plus Deposits (220000's) (CR)	+ 105.05	-	-	186.75	-
Sub-Total Current Liabilities	<u>480,317.79</u>	<u>318,044.50</u>	<u>416,251.62</u>	<u>413,791.36</u>	<u>527,376.39</u>
Net Current Assets (Current Assets - Current Liabilities)	<u>1,629,448.35</u>	<u>1,465,806.27</u>	<u>1,102,674.42</u>	<u>1,289,682.14</u>	<u>420,544.63</u>
<u>Total Fund Equity Less Required Bond Reserves</u>					
Total Operating (CR)	+ (9,130,869.00)	(8,764,988.10)	(8,271,122.69)	(6,875,149.57)	(6,306,816.92)
Plus Total Equities (CR)	+ 7,194,632.10	7,194,632.10	7,194,632.10	7,194,632.10	7,194,632.10
Total Equity	<u>(1,936,236.90)</u>	<u>(1,570,356.00)</u>	<u>(1,076,490.59)</u>	<u>319,482.53</u>	<u>887,815.18</u>
Total Fund Equity Less Required Bond Reserves	<u>(1,936,236.90)</u>	<u>(1,570,356.00)</u>	<u>(1,076,490.59)</u>	<u>319,482.53</u>	<u>887,815.18</u>
<u>Reserve Calculation</u>					
Net Current Assets (Current Assets - Current Liabilities)	1,629,448.35	1,465,806.27	1,102,674.42	1,289,682.14	420,544.63
Subsequent Fiscal Year Budgeted Appropriations *	<u>6,478,900.00</u>	<u>7,443,100.00</u>	<u>7,433,600.00</u>	<u>8,947,000.00</u>	<u>8,745,000.00</u>
	25.15%	19.69%	14.83%	14.41%	5.63%

* Excludes FF, Code Enforcement, Lot Cleaning, and Lien Amnesty as well as reserves for capital equipment replacement.

Sanitation Services

Vacant positions:

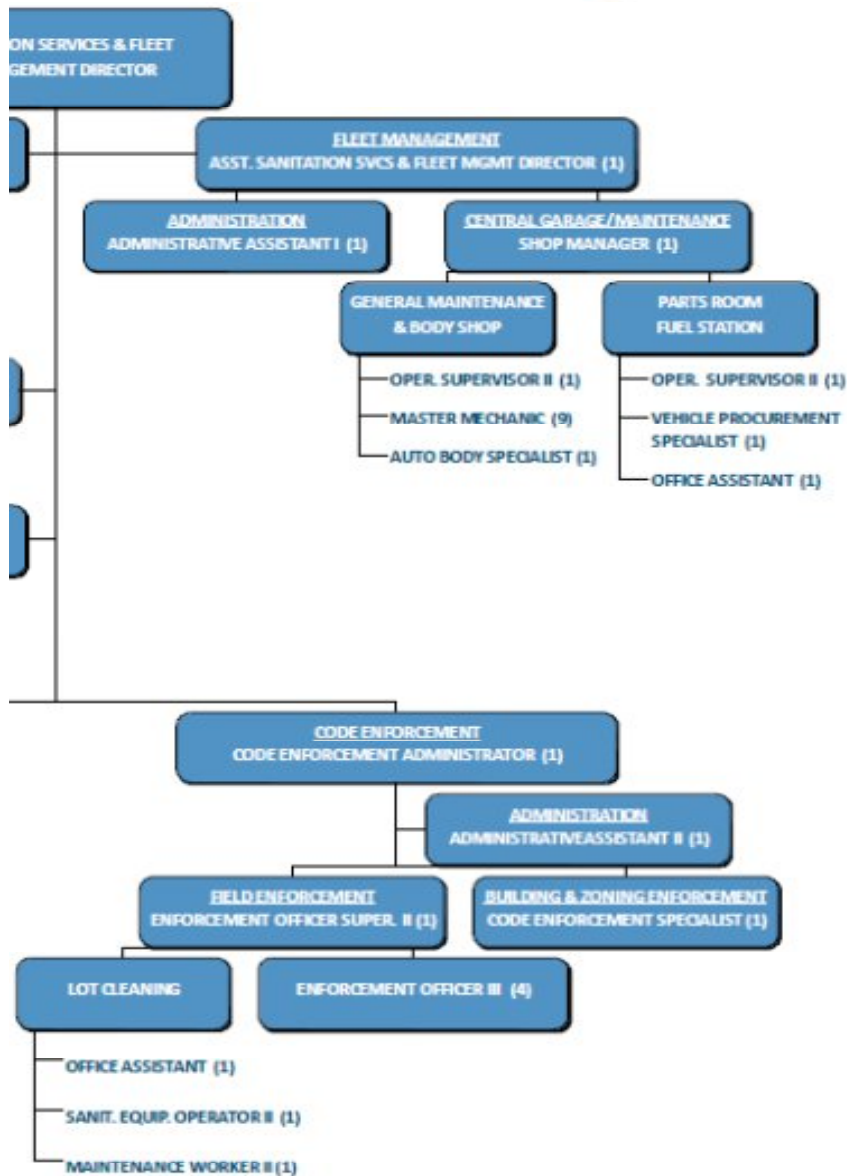
- ✓ Administrative Assistant III
- ✓ Constituent Services Assistant
- ✓ Ops. Sup. Garbage
- ✓ SEO Yard Trash/Bulk Waste - 1



Total Positions: 68

FY 2022 Approved Budget

Sanitation Services & Fleet Management



	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Sanitation					
Customers	19,095	19,176	19,224	19,325	19,535
		0.42%	0.25%	0.53%	1.09%
Refuse collected (tons)					
Garbage	14,805	15,308	15,113	14,512	15,395
		3.40%	-1.27%	-3.98%	6.08%
Green Waste	12,583	11,999	12,691	13,001	14,769
		-4.64%	5.77%	2.44%	13.60%
Recycling (new in FY 2009)	4,539	3,847	3,782	4,805	4,745
		-15.25%	-1.69%	27.05%	-1.25%
Construction/Demolition (C&D)	1,676	1,582	1,429	1,579	2,202
		-5.61%	-9.67%	10.50%	39.46%
 BEBR Population Estimates	 2021		2025		
Escambia County	324458	low	317200		-2.2%
		med	333900		2.9%
		high	350600		8.1%

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	Avg annual change	
19,747	19,895	20,402	20,386	20,934	<u>2017-2021</u>	<u>2012-2021</u>
1.09%	0.75%	2.55%	-0.08%	2.69%	1.20%	0.96%
15,455	15,685	16,510	17,218	18,979		
0.39%	1.49%	5.26%	4.29%	10.23%	4.56%	2.82%
13,211	13,281	12,523	13,282	10,706		
-10.55%	0.53%	-5.71%	6.06%	-19.39%	-3.79%	-1.49%
4,605	4,141	4,282	3,874	2,936		
-2.95%	-10.08%	3.40%	-9.53%	-24.21%	-7.25%	-3.53%
2,213	1,568	1,739	2,185	2,190		
0.50%	-29.15%	10.91%	25.65%	0.23%	-0.21%	3.07%



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-22

City Council

6/16/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 26-22 - RENEWAL OF AUTHORIZATION AND APPROVAL OF THE LIBRARY MUNICIPAL SERVICES TAXING UNIT (MSTU) WITHIN THE CITY LIMITS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 26-22 on second reading:

AN ORDINANCE PROVIDING FOR THE RENEWAL OF AUTHORIZATION AND APPROVAL OF THE APPLICATION OF THE MUNICIPAL SERVICES TAXING UNIT FOR LIBRARY SERVICES WITHIN THE CITY LIMITS OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Escambia County Board of County Commissioners (BCC) levies a municipal services taxing unit (MSTU) for library services throughout all unincorporated and incorporated areas of Escambia County. This MSTU is the dedicated funding source of the West Florida Public Library System (WFPL), which operates all public library branches throughout the county.

Florida Statute 125.01 provides that the governing body of an affected municipality within a county must provide consent via ordinance for such a levy. In December 2012, City Council adopted Ordinance No. 27-12 consenting to the levy of the MSTU for a period of 10 years. With this consent set to expire in December 2022 (mid-fiscal year), WFPL and the BCC have requested another 10-year renewal be brought forth at this time, for long-term budget planning purposes and confirmation of funding source.

PRIOR ACTION:

December 13, 2012 - City Council adopted Ordinance No. 27-12 consenting to the levying of the Library MSTU in the incorporated area of the City of Pensacola for 10 years.

May 26, 2022 - City Council voted to approve Proposed Ordinance No. 26-22 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/13/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 26-22
- 2) Ordinance No. 27-12 - Authorizing and Approving the Library Municipal Services Taxing Unit

PRESENTATION: No

PROPOSED
ORDINANCE NO. 26-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE PROVIDING FOR THE RENEWAL OF
AUTHORIZATION AND APPROVAL OF THE APPLICATION OF
THE MUNICIPAL SERVICES TAXING UNIT FOR LIBRARY
SERVICES WITHIN THE CITY LIMITS OF THE CITY OF
PENSACOLA; PROVIDING FOR SEVERABILITY;
PROVIDING A REPEALING CLAUSE; PROVIDING AN
EFFECTIVE DATE.

WHEREAS, on March 22, 1994, the Board of County Commissioners of Escambia County, Florida adopted a resolution for the creation of a Municipal Services Taxing Unit (MSTU) for Library Services; and

WHEREAS, on July 28, 1994, the Board of County Commissioners of Escambia County, Florida adopted a resolution to clarify the fact that the MSTU for Library Services was to include all unincorporated areas of Escambia County; and

WHEREAS, Florida Statutes, Section 125.01 provides that subject to consent by ordinance of the governing body of an affected municipality given either annually or for a term of years, the boundaries of a municipal service taxing or benefit unit may include all or part of the boundaries of a municipality; and

WHEREAS, the City Council of the City of Pensacola, Florida adopted Ordinance No. 27-12 on December 13, 2012, consenting to the levy of the MSTU for Library Services within the incorporated area of the City of Pensacola for a term of ten (10) years; and

WHEREAS, the City desires to renew consent to the levy of the MSTU for Library Services within the incorporated area of the City of Pensacola,

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

SECTION 1. The City of Pensacola authorizes, approves, and consents to the application of the MSTU for Library Services by the Board of County Commissioners of Escambia County, Florida, within all of the municipal boundaries of the City of Pensacola, pursuant to Florida Statutes, Section 125.01, for a term of ten (10) years, beginning on December 14, 2022.

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. 28-12

ORDINANCE NO. 27-12

AN ORDINANCE PROVIDING FOR THE AUTHORIZATION AND APPROVAL OF THE APPLICATION OF THE MUNICIPAL SERVICES TAXING UNIT FOR LIBRARY SERVICES WITHIN THE CITY LIMITS OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

WHEREAS, on March 22, 1994, the Board of County Commissioners of Escambia County, Florida adopted a resolution for the creation of a Municipal Services Taxing Unit ("MSTU") for Library Services; and

WHEREAS, on July 28, 1994, the Board of County Commissioners of Escambia County, Florida adopted a resolution to clarify the fact that the MSTU for Library Services was to include all unincorporated areas of Escambia County; and

WHEREAS, Florida Statutes, Section 125.01, provides that subject to consent by ordinance of the governing body of an affected municipality given either annually or for a term of years, the boundaries of a municipal service taxing or benefit unit may include all or part of the boundaries of a municipality; and

WHEREAS, the City desires to consent to the levy of the MSTU for Library Services within the incorporated area of the City of Pensacola, NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City of Pensacola authorizes, approves and consents to the application of the MSTU for Library Services by the Board of County Commissioners of Escambia County, Florida, within all of the municipal boundaries of the City of Pensacola, pursuant to Florida Statutes, Section 125.01, for a term of ten (10) years.

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 (5th) business day after adoption or shall be effective upon such later date as may be provided therein.

Passed: December 13, 2012

Approved: P.C. [Signature]
President of City Council

Attest:

[Signature: Patricia L. Burnett]
City Clerk

Legal in form and valid as drawn:

[Signature]
City Attorney

CITY COUNCIL MEMORANDUM

December 13, 2012

Item 15C



TO: City Council

FROM: P.C. Wu, Council President

SUBJECT: Proposed Ordinance No. 28-12 – Funding For the West Florida Public Library System

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 28-12 on second reading.

SUMMARY:

At the November 7, 2012 Special Committee of the Whole meeting to discuss the West Florida Public Library System a motion was passed to put on the November 13, 2012 Committee of the Whole Agenda to discuss levying a MSTU to fund the Library system. Since that time, the County has taken action to collaborate with the City of Pensacola to levy a MSTU to provide a dedicated funding source for the West Florida Public Library System. The County anticipates bring forward a resolution making the MSTU inclusive of the City on December 6, 2012 in order to comply with the statutory deadline.

In order to accomplish this, the County wants to levy the MSTU county-wide. Therefore, according to State Statues, the City needs to adopt an ordinance before the end of December, 2012 for this to be effective for Fiscal Year 2014 (October 1, 2013 – September 30, 2014). Due to the time constraints this item is being brought forward and an ordinance will be prepared for first reading on Thursday, November 15, 2012 should the Committee of the Whole approve this recommendation.

As discussed at the Special Committee of the Whole meeting on November 7, 2012, both the City and County staff have worked diligently to resolve this issue. For the Fiscal Year 2013 budget, remaining funds from Fiscal Year 2012 will be carried forward to stabilize the operating hours of the Library System at 87% for all branches. The adoption of this ordinance would be the next step in order to accomplish a permanent solution to Library funding within Escambia County. The Mayor, Staff, Library Board and Friends of the Library feel it is essential to have quality library services within Escambia County for both City and County residents. This would resolve a long overdue issue as it relates to the quality of life in the area.

PRIOR ACTION:

The Fiscal Year 2013 Budget for the Library was adopted in September, 2012.

November 15, 2012, City Council approved Proposed Ordinance 28-12 on first reading.

FUNDING: Budget: N/A
Actual: N/A

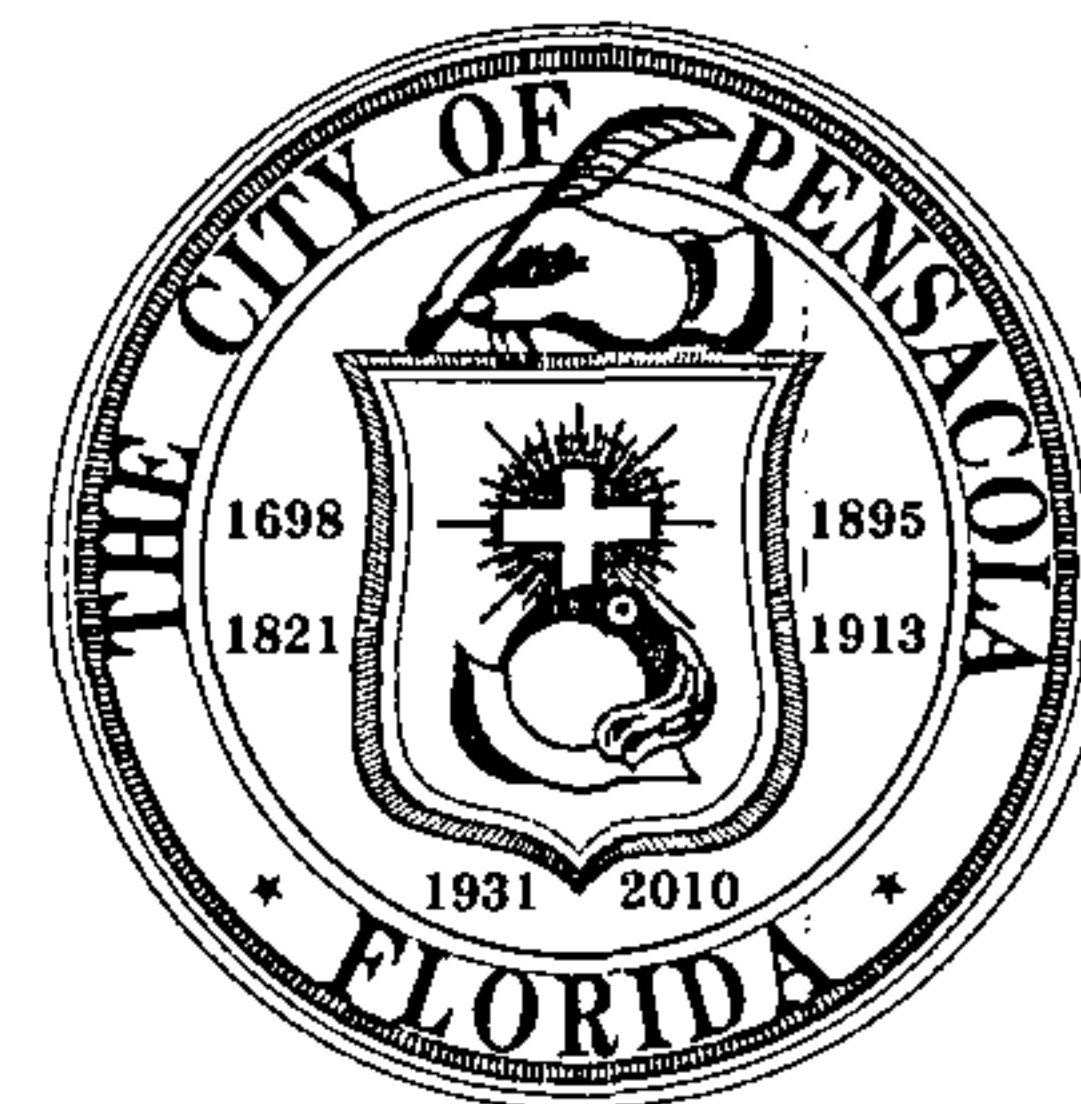
ATTACHMENTS: (1) Proposed Ordinance No. 28-12
(2) Committee Memorandum dated December 10, 2012

PRESENTATION: No.

COMMITTEE MEMORANDUM

December 10, 2012

FOR INFORMATION



FROM: Ashton J. Hayward, III, Mayor *will be ASH*

SUBJECT: West Florida Public Library System MSTU Ordinance Change

SUMMARY:

At the November 15, 2012 Council Meeting, City Council adopted an ordinance on the first reading to levy a Municipal Service Taxing Unit (MSTU) within the incorporated area upon the adoption by Escambia County to levy a MSTU within the unincorporated area for a dedicated funding source for the West Florida Public Library System. Included in that ordinance was a provision that the City of Pensacola authorizes the MSTU for a term of five (5) years. Following that meeting, Staff was informed by the County that their intention is to authorize the MSTU for a term of ten (10) years. Therefore, the ordinance that will be brought before City Council on December 13, 2012 for the second reading will include the change in term of the MSTU from five (5) years to ten (10) years, in order to remain consistent with Escambia County's ordinance.

PRIOR ACTION:

November 15, 2012 - Proposed Ordinance #28-12 adopted by City Council on the first reading.

ATTACHMENTS:

None.

PRESENTATION:

No.

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **ANNA HAMMES** who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

Notice of Proposed Ordinances

Was published in said newspaper in the issue(s) of:

December 3, 2012

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 3rd Day of **December, 2012**, by **ANNA HAMMES** who is personally known to me.

A. Hammes

Affiant

Gillian L. Ward

Notary Public

GILLIAN L. WARD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #EE835572
MY COMMISSION EXPIRES SEPT. 17, 2016

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos. 26-12, 27-12, and 28-12 were presented to the City Council of the City of Pensacola for first reading on Thursday, November 15, 2012 and will be presented for final reading and adoption on Thursday, December 13, 2012 at 5:30 p.m. in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The titles of the proposed ordinances are as follows:

P.O. #26-12

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING PROVISIONS OF THE DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 9-9-4(g), FOR REDUCING INTEREST EARNED PERCENTAGE FOR THE GENERAL PENSION AND RETIREMENT PLAN; AMENDING SECTION 9-9-4(h), FOR NOT ALLOWING COST OF LIVING INCREASES FOR THE GENERAL PENSION AND RETIREMENT PLAN; PROVIDING FOR APPLICABILITY OF ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

P.O. #27-12

AN ORDINANCE AMENDING SECTION 12-12-7 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING LICENSE TO USE RIGHT OF WAY REGULATIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

P.O. #28-12

AN ORDINANCE PROVIDING FOR THE AUTHORIZATION AND APPROVAL OF THE APPLICATION OF THE MUNICIPAL SERVICES TAXING UNIT FOR LIBRARY SERVICES WITHIN THE CITY LIMITS OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

A copy of the proposed ordinances may be inspected by the public in the City Clerk's office, located on the 7th Floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <http://www.cityofpensacola.com/agendas/>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

CITY OF PENSACOLA, FLORIDA
By: Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

Legal No 1583910.1T.December 3, 2012

RECEIVED

DEC 04 2012

CITY CLERK



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00629

City Council

6/16/2022

DISCUSSION ITEM

SUBJECT:

QUARTERLY FINANCIAL REPORT - SIX MONTHS ENDING MARCH 31, 2022 (UNAUDITED) -
FINANCE DIRECTOR AMY LOVOY

ATTACHMENTS:

- 1) Financial Report - Six Months Ending March 31, 2022 (Unaudited)
- 2) Financial Report Presentation - Six Months Ending March 31, 2022 (Unaudited)

PRESENTATION: Yes

FINANCIAL REPORT SIX MONTHS ENDING MARCH 31, 2022

These statements are unaudited and are not the official financial statements of the City but rather are a review of the progress to date each quarter as it relates to the budget. The official financial statements of the City are included in the Comprehensive Annual Financial Report (CAFR) and will be presented to the City Council in the first quarter of each calendar year following the end of each fiscal year (September 30th).

Attached are financial schedules setting forth the status of the major General Government, Special Revenue, Capital Projects and Proprietary Funds for the City of Pensacola for the six months ended March 31, 2022. The financial schedules compare actual results for the six-month period against the City's budget and against comparable percentages of a year ago. Such comparisons are useful in projecting potential problem areas, allowing management to take early corrective action. The City's debt service and investment schedules are also attached for Council's review.

While the City did see a decline in many of tourism based taxes during fiscal year 2020 due to COVID-19, we have seen a rebound in those revenues beginning in October of fiscal year 2021. Such growth has continued through fiscal year 2022 and can be seen in the Half-Cent Sales Tax and Local Option Sales Tax revenues which are 12.54% and 18.45% higher, respectively, in fiscal year 2022 as compared to the same time frame in FY 2021. In addition, Ad Valorem Taxable Valuations continue to show positive growth. While these are positive indicators, both revenues and expenditures continue to be closely monitored to assure a balanced budget. Expenditures in total are in line with budgeted projections. Significant variances from the current approved budget are noted in the individual fund narrative below.

The Investment Section of this financial report provides a comparison of interest rates for FY 2021 to FY 2022. Interest Income in the various funds may not meet budget if interest rates continue to trend lower as a result of the COVID-19 Pandemic.

The Legal Services and Fees of this financial report provides a listing of legal services and fees paid through the second quarter of FY 2022.

Contracts and Expenditures over \$25,000 approved by the Mayor have been included in this report with the changing of how the monthly information is being provided to City Council.

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received through the second quarter of FY 2022 along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree.

General Fund:

The General Fund is used to account for all financial resources except those required to be accounted for in another fund. All general property taxes, fines, various permits, property rentals and certain intergovernmental revenues are recorded in this fund. Typical expenditures are for administration, planning services, recreation services, public works, and public safety. (NOTE: The Tree Planting Trust Fund, Park Purchases Fund and the Housing Initiatives Fund are accounted for within the General Fund, however they are reported separately in the budget as well as the quarterly financial reports). All General Fund capital equipment has been funded in Local Option Sales Tax Series IV, therefore the only savings that can be realized are in operating and personal services.

In total, General Fund revenues exceeded the budget for the first and second quarter. The Half-Cent Sales Tax has was above budget by \$526,560 or 26.21% and Municipal Revenue Sharing revenue was above budget by \$51,856 or 4.42%. While total Franchise Fees and Public Service Tax revenues were less than budget by \$104,660 or 1.37% and Communication Services Tax revenue was below budget by \$48,679 or 3.81%. In total at fiscal year-end, revenues are projected to meet or exceed budget and expenditures are anticipated to come in at budget. Staff will continue to monitor revenues and expenditures and take appropriate actions as necessary in in order to assure a balanced budget.

On March 7, 2021, City council passed resolution 2021-32 amending the City of Pensacola's financial planning and administration policy as it related to the annual transfer into the Stormwater Capital Project Fund. Historically, the policy provides for the amount transferred into the Stormwater Capital Project Fund to be an amount equivalent to the stormwater utility fee revenue. The revised policy sets the dollar amount of the transfer into the Stormwater Capital Project Fund at \$2,735,000 each fiscal year. Funds are transferred monthly based on the amount of stormwater utility fee revenue collected until the \$2,735,000 required annual transfer is met.

Tree Planting Trust Fund

The Tree Planting Trust Fund revenues and expenditures are recorded in the General Fund and revenues are dedicated to be used for acquiring, planting and maintaining trees and other vegetation for public purposes within the City as well as establishing a grant program for community organizations to assist in restoring the City's tree canopy. For the second quarter, contributions and interest income totaled \$45,248 and expenditures/encumbrances totaled \$87,716.

The unassigned balance in the "Tree Planting Trust Fund" at the end of the second quarter was \$290,370. Assigned fund balance is composed of \$130,000 for Marketplace Greenway, \$150,000 for the Tree Replacement Plan at various City Parks, \$49,424 for use by City Council in their respective district and \$3,575 in a neighborhood grant.

Park Purchases Trust Fund

The Park Purchases Trust Fund revenues and expenditures are recorded in the General Fund and revenues are dedicated to be used for the purpose of acquiring parks and developing playgrounds. For the second quarter, contributions and interest income totaled \$17,005 and there were no expenditures/encumbrances.

The unassigned balance in the “Park Purchases Fund” at the end of the second quarter was \$21,741.

Housing Initiatives Fund

The Housing Initiatives Fund revenues and expenditures are recorded in the General Fund and revenues are dedicated to supplement existing and future adopted Housing Program Initiatives. This initiative moves City-owned surplus properties back into productive use through the development and sale of surplus properties. The proceeds from those sales can be dedicated to expanding existing homeowner assistance programs. For the second quarter, contributions plus interest income totaled \$43,214 and expenditures/encumbrances totaled \$17,818.

The unassigned balance in the “Housing Initiatives Fund” at the end of the second quarter was \$488,616 and assigned fund balance was \$49,000. Assigned fund balance is used to fund the personnel and operating costs that administrate the program. Any unassigned fund balance is set aside to pay for future administrative costs and to provide aid for the Affordable Housing Program.

Local Option Gasoline Tax Fund:

The Local Option Gasoline Tax (“LOGT”) Fund accounts for the receipt of the gasoline tax revenue and expenditures related to transportation including any transfers to pay debt service on bonds issued for construction or reconstruction of roads.

On July 25, 2016, The City issued its \$14,314,000 Local Option Gas Tax Revenue Bonds, Series 2016 (the “2016 Bond”). The 2016 Bond was issued for the purpose of financing the cost of the acquisition and construction of capital improvements to the road system of the City. LOGT revenues collected in the LOGT Fund along with prior year surplus funds are transferred to LOGT Debt Service Fund to pay principal and interest on the 2016 Bond. The 2016 Bond matures on December 31, 2026.

LOGT revenues were \$761,440 or 18.45% above budgeted levels through the second quarter of FY 2022. Fiscal year expenditures include the transfer to the LOGT debt service fund as well as allocated overhead and are consistent with the adopted FY 2022 budget.

Stormwater Utility Fund:

The Stormwater Utility Fund accounts for the receipts of the stormwater utility fee revenue and expenditures for the day-to-day operations of stormwater and street cleaning functions.

For Fiscal Year 2022, City Council approved an adjustment to the Stormwater Utility Fee from \$72.24 per ESU to \$76.12 with a subsequent increase for Fiscal Year 2023 to the maximum approved by City Council of \$80 per ESU. This increase for Fiscal Year 2022 is expected to increase revenue by an estimated \$136,800 and provide sufficient funding for an additional three-person crew to provide additional stormwater maintenance.

Stormwater utility fee revenue of \$2,209,706 represents 76.91% of budgeted revenue for the fiscal year and is on target to meet year-end projections. Fiscal year expenditures include stormwater and street cleaning functions are not anticipated to exceed budget by fiscal year end.

Parking Management Fund:

The Parking Management Fund accounts for the public parking services receipts and the expenditures thereof. Typical expenditures are related to parking enforcement, operations and maintenance of parking facilities and capital purchases related to parking.

For the second quarter of FY 2022 revenues exceeded expenditures by \$266,057. When compared to FY 2021, revenue for this fiscal year is \$215,844 more than the prior year as prior year revenues were down due to COVID. While the impacts of COVID on fiscal year 2022 revenues have diminished due to the reopening of businesses and less telecommuting, should revenues not meet projections, savings in current year budgeted expenditures will ensure a balanced fund. Expenditures for Parking Management are currently set to come in under the adopted FY 2022 budget.

Municipal Golf Course Fund:

The Municipal Golf Course Fund accounts for the operations of the City-owned public golf course.

During the second quarter of FY 2021, 11,238 rounds were played plus 4,103 of driving range usage and in the second quarter of FY 2022, 11,362 rounds were played plus 4,237 of driving range usage, an increase of 124 rounds and an increase of 134 driving range usage. Staff will continue to advertise the golf course through local media outlets as well as continue to keep the golf course's website updated.

For the second quarter of FY 2022 expenditures (including total City sponsored pension costs) exceeded revenues (including the City's General Fund subsidy) by \$39,765. When compared to FY 2021, revenue for this fiscal year is \$13,010 more than

the prior year and staff anticipates meeting the estimated revenues budget for FY 2021. While expenditures are currently over the six month estimate due to amounts encumbered for the electric golf cart contract, expenditures are not anticipated to exceed budget by fiscal year end.

Inspection Services Fund:

The Inspections Services Fund accounts for the inspection services receipts and the expenditures thereof. Typical expenditures are related to regulatory services, such as zoning and construction permitting expenditures.

In total, revenues exceeded expenditures (including total City sponsored pension costs) by \$342,415. When compared to FY 2021, revenues for this fiscal year is \$188,434 more than the prior year. This is due to the continued strong construction activity locally and demand for housing. Revenue increases are primarily in Building Permits and Permit Application Fees.

With the increased activity in the construction industry, it has become necessary to add a new full-time position as well as a temporary position in order to provide better customer service and meet the workload in this strong economy. Therefore, additional funding was required in the FY 2022 budget. City Council approved the Budget Resolution 2022-018 on February 10, 2022, to help provide for a Building Inspections Specialist and a temporary receptionist, equipment for this additional staff, and two new Ford Ranger pick-up trucks to be purchased which will give each licensed Inspections employee a vehicle to use. Expenditures for Inspection Services are not anticipated to exceed budget by fiscal year end.

Roger Scott Tennis Center Fund:

The Roger Scott Tennis Center Fund accounts for the operations of the City-owned public tennis center. The City has contracted with Gulf Coast Tennis Group, LLC for the operation and management of the center. As part of the current contract, the City receives a minimum annual guaranteed revenue of \$125,000, which is estimated to fund the City's cost of operations. The City's three-year contract that began on January 1, 2018 continues to be extended monthly while a new contract negotiations continue.

To help businesses cope with the economic impacts of COVID-19, the City offered a commercial rent/lease deferral program to qualified lessees through June 30, 2020. Under the program, businesses were allowed to apply for deferrals on rent payments due in April, May, and June. Deferred payments are required to be paid in equal installments over a 12-month period or over the months remaining on the existing lease, whichever is the lesser period, commencing July 1, 2020, along with the rent/lease payment, which is also due on those dates. The Gulf Coast Tennis Group applied for and received approval for the deferral. As of the date of this report, the remaining balance of the deferral totals \$13,021.

In total, revenues exceeded expenditures by \$7,707. When compared to FY 2021, revenues for this fiscal year are \$11,464 less than the prior year. This is due to the repayment of the rent deferrals collected in FY 2021. Budgeted revenue for the fiscal year and is on target to meet year-end projections. Expenditures for Roger Scott Tennis Center are not anticipated to exceed budget by fiscal year end.

The following is a comparison of the activity at Roger Scott Tennis Center between Fiscal Years 2021 and 2022.

	<u>2nd QTR FY 2021</u>	<u>2nd QTR FY 2022</u>	<u>DIFF</u>
Daily Participants			
Hard Courts	574	448	(126)
All Courts (Includes Clay Courts)	1,258	1,257	(1)
Sub-Total	<u>1,832</u>	<u>1,705</u>	<u>(127)</u>
Playing Members	10,705	6,431	(4,274)
Sub-Total	<u>12,537</u>	<u>8,136</u>	<u>(4,401)</u>
Instructional Students	13,516	6,492	(7,024)
Rentals/Special Events/Programs	4,938	3,412	(1,526)
Total Players	<u>30,991</u>	<u>18,040</u>	<u>(12,951)</u>

Community Maritime Park Management Services Fund:

The Community Maritime Park ("Park") Management Services Fund accounts for the receipts and expenditures thereof at the Community Maritime Park. Typical expenditures are related to utilities, special event services and maintenance of the park outside of the baseball stadium.

In total, operation expenditures exceeded revenues by \$348,908 (excluding Renewal & Replacement). Expenditures normally exceed revenues through the fourth quarter of the fiscal year when the majority of the revenues generated at the Community Maritime Park are received or accrued. When compared to FY 2021, revenues for this fiscal year are \$300,179 less than the prior year. This is mainly due to \$345,711 in parcel option payments received in FY 2021. Expenditures for Community maritime Park are not anticipated to exceed budget by fiscal year end.

There have been limited activities at the park recently, however Baseball and college Football resumed during FY 2021. These large event activities at the Park help generate parking revenues that have been absent during the beginning of the pandemic. Additional activities are expected to resume at the park during the remainder of the fiscal year.

Local Option Sales Tax Fund:

The Local Option Sales Tax (“LOST”) Fund accounts for the receipts of the local infrastructure surtax revenues and expenditures related to the purchase of capital equipment and construction of various infrastructure improvements including debt service on bonds issued such capital expenditures.

On November 4, 2014, voters approved a 10-year extension of the local infrastructure sales surtax. This extension allows for the continued collection of the surtax beginning January 1, 2018 through December 31, 2028 and is commonly referred to as LOST IV. In anticipation of future collections, the City issued its \$25 million Infrastructure Sales Surtax Revenue Bonds, Series 2017 (the “2017 Bonds”) in order to fund projects identified in the LOST IV Plan. As of the end of FY 2021, all bond proceeds have been expended and a portion of the annual Infrastructure Sales Surtax is used to pay principal and interest on the 2017 Bond. The 2017 Bond matures on October 1, 2028.

Since some of the larger LOST IV projects are funded with revenues received in subsequent fiscal years, it is anticipated that a draw upon the City’s pooled cash to cover cash shortfalls in the fund will occur. This is projected to be necessary through the end of the life of the LOST IV Series. The timing of the projects may also result in a negative fund balance until such time all LOST IV revenues have been collected.

Revenues exceeded budget by \$1,190,032 or 32.19% and is on target to meet year-end projections. As anticipated, Sales Tax revenues have picked back up as the COVID-19 Pandemic subsides. Over the life of the LOST IV Series total revenue should equal the total estimated revenue. Expenditures for LOST Fund are not anticipated to exceed budget by fiscal year end.

Stormwater Capital Projects Fund:

The Stormwater Capital Projects Fund accounts for the construction of various stormwater improvements and is funded by a transfer from the City’s General Fund. On May 27, 2021 City Council adopted Resolution No. 2021-32 amending the City’s Financial Planning and Administrative Policy that provides greater flexibility allowing Stormwater Capital purchases to be paid for outside the Stormwater Capital Project Fund and set the General Fund transfer amount to the Stormwater Capital Fund at \$2,735,000 for future years.

The \$2,209,706 transfer from the General Fund to the Stormwater Capital Projects Fund will continue to equal the revenue fee collection in the Stormwater Utility Fund until the \$2,735,000 required annual transfer amount is met. Expenditures for Stormwater Capital Fund are not anticipated to exceed budget by fiscal year end.

Gas Utility Fund:

The Gas Utility Fund accounts for the City-owned natural gas service, Pensacola Energy ("PE"). PE's rate structure includes an annual inflation adjustment component based on the Consumer Price Index (CPI) providing funding needed for operations and capital requirements to maintain the natural gas system. However, due to the economic impacts of COVID-19, no increase based on CPI was included for FY 2022. In addition, Pensacola Energy utilizes recovery mechanisms for Weather Normalization Adjustment (WNA), Purchase Gas Adjustment (PGA) and an Infrastructure Cost Recovery Adjustment. The WNA and PGA are built into the user fees. The Infrastructure Cost Recovery Adjustment is charged to recoup infrastructure replacement expenses that were made in the prior fiscal year and \$800,529 has been received as of the date of this report.

Appropriated fund balance and operating revenue exceeded gas operating expenses and encumbrances (including total City sponsored pension costs) by \$2.4 million for the second quarter. When compared to FY 2021, revenues for this fiscal year are \$2.9 million more than the prior year which is mainly due to an increase gas cost. Since gas cost is passed on to the consumer through the PGA, changes in gas cost directly affect revenues. Expenditures for Gas Utility Fund are not anticipated to exceed budget by fiscal year end.

Sanitation Fund:

The Sanitation Fund accounts for solid waste disposal services provided to City residents. Sanitation's rate structure includes an annual inflation adjustment component based on the Consumer Price Index (CPI) providing funding needed for operations. For the fiscal year 2022, the CPI increase of 1.5% for fiscal year 2021 and 2.6% for fiscal year 2022 was approved. In addition, Sanitation rates allow for a sanitation equipment surcharge which provides much needed funding to replace extremely old and unrepairable Sanitation equipment and vehicles. Federal CNG rebates as well as advertising revenue is also dedicated for equipment and vehicle replacement. Sanitation is currently conducting a rate study to update the 2016 Solid Waste Rate Study through Geosyntech Consultants.

In total, appropriated fund balance and operating revenue exceeded operating expenses and encumbrances (including total City sponsored pension costs) by \$1.5 million for the second quarter. This is mainly due to the drawdown of fund balance to purchase capital equipment which was put on hold until the 2022 rate study was completed. When compared to FY 2021, revenues for this fiscal year are \$775,031 more than the prior year which is mainly due to a \$553,626 CNG rebate the department received and the CPI increases made to the rates and charges schedules. Expenditures for Sanitation Fund are not anticipated to exceed budget by fiscal year end.

Port Fund:

The Port Fund accounts for the City-owned Port Facility. Revenues are based on tenant lease obligations and normal recurring cargo. In recent years, the Port has been supporting the expansion of offshore service industry which fluctuate base on market demand.

In total, appropriated fund balance and operating revenue exceeded operating expenses and encumbrances (including total City sponsored pension costs) by \$345,305. This amount includes the \$121,594 reduction in operating cost as a result of funds received from the Port's CARES Act Grant. When compared to FY 2021, revenues for this fiscal year are \$270,272 less than the prior year which is mainly due to a decrease in storage as it relates use by Pate Stevedore Company, Inc. Due to this decrease in storage revenues, both revenues and expenses continue to be closely monitored at the Port. Expenditures for Port Fund are not anticipated to exceed budget by fiscal year end.

Airport Fund:

The Airport Fund accounts for the City-owned Airport Facility, Pensacola International Airport. The Airport's agreement with the airlines provides for the airlines to fund any shortfall, excluding incentives, should they occur. City Council has approved new airline agreements establishing the business strategy and rate making formula for the Pensacola International Airport. These five-year agreements use an industry-standard structure to allow the Airport to continue to maintain full financial self-sufficiency with no reliance on the City's General Fund.

When comparing December FY 2021 to FY 2022, passenger traffic at Pensacola International Airport has increased by 41.79%. For the three months that comprised the second quarter of FY 2022, the number of passengers increased by 67.52% over the same period in FY 2021. The increase is due the recovery from COVID-19 Pandemic.

In total, appropriated fund balance and operating revenue exceeded operating expenses and encumbrances (including total City sponsored pension costs) by \$11.1 million. This amount includes the \$900,013 reduction in operating cost as a result of funds received from the Airport's CARES Act Grant. When compared to FY 2021, revenues for this fiscal year are \$4.8 million more than prior year which is mainly due to a rebound in passenger traffic from the COVID-19 pandemic. Of the total revenues, Airline revenues were up \$1.7 million and non-airline revenues were up \$3.1 million. The increase in Airline revenues is mainly attributed to airline rentals, baggage handling system, loading bridge fees, apron area rentals, and cargo landing fees. The bulk of the non-airline revenue increase is from Parking Lot Revenues, CFC Rental Car Service Facility, Airport & 12th Property. Expenditures for Airport Fund are not anticipated to exceed budget by fiscal year end.

Insurance Retention Fund / Central Services Fund:

These funds are categorized as internal service funds. They provide services to the City's other operating funds. Revenues and expenses in these funds were consistent with budgeted levels.

Investment Schedule / Debt Service Schedule:

Also provided for information is a listing of City investments and a listing of the City's various debt issues.

The weighted interest rates received on investments during the second quarter of the last three fiscal years are as follows:

	<u>FY 2022</u>	<u>FY 2021</u>	<u>FY 2020</u>
January	0.16%	0.34%	1.69%
February	0.11%	0.33%	1.27%
March	0.11%	0.24%	1.46%

Legal Costs Schedule:

A schedule of legal costs paid to attorneys and/or firms who have provided services to the City has also been included in the quarterly report. This schedule lists the payee, the amount paid and the nature of the services provided to the City.

Contracts/Expenditures Over \$25,000:

A schedule of contracts and expenditures over \$25,000 approved by the Mayor have been included for the months of October, November, and December.

Tree Planting Trust Fund:

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received through the second quarter of FY 2022 along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 1,700,000	3,796,064	3,796,064	3,796,064	100.00%	3,874,805	100.00%	3,346,713	100.00%
REVENUES:									
GENERAL PROPERTY TAXES									
Current Taxes	19,396,700	19,396,700	19,396,700	14,356,896	74.02%	13,612,790	76.22%	18,093,919	100.00%
Delinquent Taxes	30,000	30,000	30,000	18,227	60.76%	10,499	35.00%	43,324	100.00%
Sub-Total	19,426,700	19,426,700	19,426,700	14,375,123	74.00%	13,623,289	76.15%	18,137,243	100.00%
FRANCHISE FEE									
Gulf Power - Electricity	6,190,200	6,190,200	6,190,200	2,432,769	39.30%	2,356,012	38.82%	5,848,323	100.00%
City of Pensacola - Gas	994,500	994,500	994,500	632,629	63.61%	580,377	59.53%	983,948	100.00%
ECUA - Water and Sewer	2,003,500	2,003,500	2,003,500	788,404	39.35%	742,805	37.82%	1,874,597	100.00%
Sub-Total	9,188,200	9,188,200	9,188,200	3,853,802	41.94%	3,679,194	40.84%	8,706,868	100.00%
PUBLIC SERVICE TAX									
Gulf Power - Electricity	6,879,100	6,879,100	6,879,100	2,743,133	39.88%	2,642,825	39.19%	6,640,993	100.00%
City of Pensacola - Gas	840,200	840,200	840,200	413,387	49.20%	476,260	57.82%	844,286	100.00%
ECUA - Water	1,346,400	1,346,400	1,346,400	503,073	37.36%	489,814	37.11%	1,238,942	100.00%
Miscellaneous	30,000	30,000	30,000	20,740	69.13%	20,943	69.81%	41,992	100.00%
Sub-Total	9,095,700	9,095,700	9,095,700	3,680,333	40.46%	3,629,842	40.70%	8,766,213	100.00%
LOCAL BUSINESS TAX									
Local Business Tax	900,000	900,000	900,000	895,378	99.49%	887,410	98.60%	918,590	100.00%
Local Business Tax Penalty	15,000	15,000	15,000	14,278	95.19%	14,052	93.68%	17,450	100.00%
Sub-Total	915,000	915,000	915,000	909,656	99.42%	901,462	98.52%	936,040	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
LICENSES, PERMITS & PENALTIES									
Special Permits (Planning)	45,000	114,300	114,300	54,175	47.40%	41,142	91.43%	120,393	100.00%
Taxi Permits	8,000	8,000	8,000	304	3.80%	0	0.00%	50	100.00%
Fire Permits	23,000	23,000	23,000	27,880	121.22%	8,805	38.28%	21,365	100.00%
Tree Removal & Pruning Permits	0	0	0	425	----	1,500	----	3,750	100.00%
Scooter Permit & Fee	0	0	0	25,500	----	0	----	25,500	100.00%
Banner Fee Permit	0	0	0	1,505	----	0	----	0	----
Sub-Total	76,000	145,300	145,300	109,789	75.56%	51,447	67.69%	171,058	100.00%
INTERGOVERNMENTAL									
FEDERAL									
Payment in Lieu of Taxes	10,500	10,500	10,500	6,771	64.49%	6,178	58.84%	6,178	100.00%
STATE									
1/2 Cent Sales Tax	5,350,800	5,350,800	5,350,800	2,535,782	47.39%	2,253,311	42.82%	6,000,839	100.00%
Beverage License Tax	110,000	110,000	110,000	118,776	107.98%	112,638	102.40%	125,305	100.00%
Mobile Home Tax	11,000	11,000	11,000	7,696	69.96%	7,517	68.34%	11,160	100.00%
Communication Services Tax	3,148,100	3,148,100	3,148,100	1,229,830	39.07%	1,283,109	40.76%	3,159,425	100.00%
State Rev Sharing - Motor Fuel Tax	530,500	530,500	530,500	259,577	48.93%	266,991	49.32%	541,669	100.00%
State Rev Sharing - Sales Tax	1,890,800	1,890,800	1,890,800	964,844	51.03%	913,863	49.30%	1,896,575	100.00%
Gas Rebate Municipal Vehicles	12,000	12,000	12,000	10,828	90.23%	7,898	65.82%	20,769	100.00%
Fire Fighter Supplemental Compensation	45,000	45,000	45,000	35,255	78.34%	23,935	53.19%	30,517	100.00%
Sub-Total	11,108,700	11,108,700	11,108,700	5,169,359	46.53%	4,875,440	44.34%	11,792,437	100.00%
OTHER CHARGES FOR SERVICES									
Swimming Pool Fees	0	0	0	0	----	0	----	546	100.00%
Esc. School Board - SRO	362,800	362,800	362,800	217,979	60.08%	49,351	14.28%	273,097	100.00%
ECSD - 911 Calltakers	310,000	310,000	310,000	156,479	50.48%	152,429	62.34%	246,000	100.00%
Downtown Improvement Board - COPS	60,000	60,000	60,000	0	0.00%	0	0.00%	60,000	100.00%
State Traffic Signal Maintenance	326,600	326,600	326,600	0	0.00%	0	0.00%	352,484	100.00%
State Street Light Maintenance	312,700	312,700	312,700	0	0.00%	0	0.00%	396,762	100.00%
State Reimbursable Agreements	100,000	348,095	348,095	76,837	22.07%	(41,483)	-8.63%	249,499	100.00%
Miscellaneous	45,000	45,000	45,000	15,590	34.64%	11,524	25.61%	29,070	100.00%
Sub-Total	1,517,100	1,765,195	1,765,195	466,885	26.45%	171,821	9.47%	1,607,458	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
FINES, FORFEITURES & PENALTIES									
POLICE									
Court Fines	12,500	12,500	12,500	5,052	40.42%	4,320	34.56%	11,056	100.00%
Traffic Fines	110,000	110,000	110,000	26,878	24.43%	26,651	24.23%	75,767	100.00%
OTHER FINES									
Miscellaneous	6,000	6,000	6,000	358	5.97%	641	10.68%	1,909	100.00%
Sub-Total	<u>128,500</u>	<u>128,500</u>	<u>128,500</u>	<u>32,288</u>	25.13%	<u>31,612</u>	24.60%	<u>88,732</u>	100.00%
INTEREST									
Investments and Deposits	0	0	0	6,326	----	56,412	----	101,403	100.00%
Sub-Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>6,326</u>	----	<u>56,412</u>	----	<u>101,403</u>	100.00%
OTHER REVENUES									
Miscellaneous	400,000	400,000	400,000	184,043	46.01%	159,289	39.82%	286,265	100.00%
Miscellaneous - Saenger Facility Fee	75,000	75,000	75,000	0	0.00%	(61,402)	-81.87%	45,029	100.00%
Sale of Assets	50,000	50,000	50,000	0	0.00%	10,800	21.60%	79,745	100.00%
Sub-Total	<u>525,000</u>	<u>525,000</u>	<u>525,000</u>	<u>184,043</u>	35.06%	<u>108,687</u>	20.70%	<u>411,039</u>	100.00%
Sub-Total Revenues	<u>51,980,900</u>	<u>52,298,295</u>	<u>52,298,295</u>	<u>28,787,604</u>	55.05%	<u>27,129,206</u>	53.97%	<u>50,718,491</u>	100.00%
TRANSFERS IN									
Gas Utility Fund	8,000,000	8,000,000	8,000,000	4,000,000	50.00%	4,000,000	50.00%	8,000,000	100.00%
Sub-Total	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>4,000,000</u>	50.00%	<u>4,000,000</u>	50.00%	<u>8,000,000</u>	100.00%
TOTAL REVENUES	<u>59,980,900</u>	<u>60,298,295</u>	<u>60,298,295</u>	<u>32,787,604</u>	54.38%	<u>31,129,206</u>	53.42%	<u>58,718,491</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 61,680,900</u>	<u>64,094,359</u>	<u>64,094,359</u>	<u>36,583,668</u>	57.08%	<u>35,004,011</u>	56.33%	<u>62,065,204</u>	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES:									
CITY COUNCIL									
Personnel Services	\$ 826,300	826,300	826,204	320,174	38.75%	306,402	40.79%	647,435	86.19%
City Sponsored Pensions	0	0	96	28	29.17%	22	62.86%	49	89.09%
Sub-Total	826,300	826,300	826,300	320,202	38.75%	306,424	40.79%	647,484	86.19%
Operating Expenses	491,200	1,107,187	1,107,187	478,495	43.22%	328,981	37.54%	363,197	36.48%
Sub-Total	1,317,500	1,933,487	1,933,487	798,697	41.31%	635,405	39.04%	1,010,681	55.32%
Allocated Overhead/(Cost Recovery)	(379,600)	(407,800)	(407,800)	(203,900)	50.00%	(189,800)	50.00%	(407,800)	100.00%
Sub-Total	937,900	1,525,687	1,525,687	594,797	38.99%	445,605	35.70%	602,881	43.75%
MAYOR									
Personnel Services	1,557,400	1,557,400	1,556,559	695,053	44.65%	718,778	46.87%	1,575,266	97.73%
City Sponsored Pensions	44,600	44,600	45,441	44,669	98.30%	47,000	100.00%	47,044	100.00%
Sub-Total	1,602,000	1,602,000	1,602,000	739,722	46.17%	765,778	48.45%	1,622,310	97.79%
Operating Expenses	540,600	635,017	635,017	362,004	57.01%	378,725	65.13%	459,018	88.26%
Sub-Total	2,142,600	2,237,017	2,237,017	1,101,726	49.25%	1,144,503	52.94%	2,081,328	95.43%
Allocated Overhead/(Cost Recovery)	(834,900)	(988,800)	(988,800)	(514,400)	52.02%	(437,450)	50.00%	(1,028,800)	100.00%
Sub-Total	1,307,700	1,248,217	1,248,217	587,326	47.05%	707,053	54.93%	1,052,528	91.44%
CITY CLERK									
Personnel Services	311,800	311,800	311,800	147,122	47.18%	139,636	46.84%	299,292	99.81%
City Sponsored Pensions	26,700	26,700	26,700	26,700	100.00%	28,100	100.00%	28,100	100.00%
Sub-Total	338,500	338,500	338,500	173,822	51.35%	167,736	51.42%	327,392	99.83%
Operating Expenses	55,500	55,500	55,500	30,017	54.08%	29,796	52.27%	48,952	89.96%
Sub-Total	394,000	394,000	394,000	203,839	51.74%	197,532	51.55%	376,344	98.42%
Allocated Overhead/(Cost Recovery)	(85,600)	(111,200)	(111,200)	(55,600)	50.00%	(42,800)	50.00%	(111,200)	100.00%
Sub-Total	308,400	282,800	282,800	148,239	52.42%	154,732	51.99%	265,144	97.78%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022**

	(Unaudited) FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
LEGAL									
Personnel Services	1,000,200	1,000,200	1,000,200	354,300	35.42%	419,407	45.73%	938,514	100.00%
City Sponsored Pensions	18,000	18,000	18,000	18,000	100.00%	18,900	100.00%	18,900	100.00%
Sub-Total	1,018,200	1,018,200	1,018,200	372,300	36.56%	438,307	46.82%	957,414	100.00%
Operating Expenses	210,200	210,681	210,681	73,976	35.11%	59,535	29.75%	116,705	86.06%
Sub-Total	1,228,400	1,228,881	1,228,881	446,276	36.32%	497,842	43.82%	1,074,119	98.26%
Allocated Overhead/(Cost Recovery)	(296,600)	(369,600)	(369,600)	(184,800)	50.00%	(148,300)	50.00%	(369,600)	100.00%
Sub-Total	931,800	859,281	859,281	261,476	30.43%	349,542	41.63%	704,519	97.38%
HUMAN RESOURCES									
Personnel Services	907,700	907,700	907,295	391,874	43.19%	415,388	46.96%	909,371	100.00%
City Sponsored Pensions	102,500	102,500	102,905	102,580	99.68%	107,765	99.99%	107,840	100.00%
Sub-Total	1,010,200	1,010,200	1,010,200	494,454	48.95%	523,153	52.72%	1,017,211	100.00%
Operating Expenses	182,100	184,414	184,414	120,551	65.37%	98,621	51.39%	162,207	98.47%
Sub-Total	1,192,300	1,194,614	1,194,614	615,005	51.48%	621,774	52.50%	1,179,418	99.78%
Allocated Overhead/(Cost Recovery)	(375,900)	(416,400)	(416,400)	(208,200)	50.00%	(187,950)	50.00%	(416,400)	100.00%
Sub-Total	816,400	778,214	778,214	406,805	52.27%	433,824	53.66%	763,018	99.67%
NON-DEPARTMENTAL FUNDING									
Operating Expenses	4,514,800	4,918,211	4,918,211	4,092,464	83.21%	3,738,415	80.36%	4,053,480	85.85%
Sub-Total	4,514,800	4,918,211	4,918,211	4,092,464	83.21%	3,738,415	80.36%	4,053,480	85.85%
FINANCIAL SERVICES									
Personnel Services	1,908,200	1,908,200	1,907,452	862,765	45.23%	867,672	47.11%	1,844,283	99.43%
City Sponsored Pensions	242,800	242,800	243,548	242,960	99.76%	258,092	99.95%	258,306	99.99%
Sub-Total	2,151,000	2,151,000	2,151,000	1,105,725	51.41%	1,125,764	53.61%	2,102,589	99.50%
Operating Expenses	380,000	390,830	390,830	172,704	44.19%	209,203	51.04%	344,298	87.21%
Sub-Total	2,531,000	2,541,830	2,541,830	1,278,429	50.30%	1,334,967	53.19%	2,446,887	97.49%
Allocated Overhead/(Cost Recovery)	(1,445,000)	(1,431,100)	(1,431,100)	(715,550)	50.00%	(722,500)	50.00%	(1,431,100)	100.00%
Sub-Total	1,086,000	1,110,730	1,110,730	562,879	50.68%	612,467	57.51%	1,015,787	94.15%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
PLANNING SERVICES									
Personnel Services	640,400	676,100	676,100	306,142	45.28%	323,557	48.07%	684,971	97.70%
City Sponsored Pensions	62,600	62,600	62,600	62,600	100.00%	65,900	100.00%	65,900	100.00%
Sub-Total	703,000	738,700	738,700	368,742	49.92%	389,457	52.70%	750,871	97.90%
Operating Expenses	204,000	215,115	215,115	109,205	50.77%	91,152	34.55%	172,616	77.91%
Sub-Total	907,000	953,815	953,815	477,947	50.11%	480,609	47.93%	923,487	92.09%
PARKS & RECREATION									
Personnel Services	3,828,100	3,846,700	3,846,332	1,548,715	40.26%	1,387,557	39.36%	3,098,094	91.62%
City Sponsored Pensions	632,500	632,500	632,868	632,760	99.98%	655,392	100.01%	655,644	99.98%
Sub-Total	4,460,600	4,479,200	4,479,200	2,181,475	48.70%	2,042,949	48.86%	3,753,738	92.98%
Operating Expenses	3,059,000	3,316,972	3,316,972	1,596,450	48.13%	1,370,165	41.94%	2,937,836	9.81%
Sub-Total	7,519,600	7,796,172	7,796,172	3,777,925	48.46%	3,413,114	45.83%	6,691,574	92.90%
Allocated Overhead/(Cost Recovery)	(8,900)	(8,800)	(8,800)	(4,400)	50.00%	(4,450)	50.00%	(8,800)	100.00%
Sub-Total	7,510,700	7,787,372	7,787,372	3,773,525	48.46%	3,408,664	45.82%	6,682,774	92.90%
PUBLIC WORKS & FACILITIES									
Personnel Services	1,919,300	1,934,600	1,934,497	784,247	40.54%	784,163	45.64%	1,697,553	97.92%
City Sponsored Pensions	262,200	262,200	262,303	262,236	99.97%	276,382	99.92%	276,447	100.00%
Sub-Total	2,181,500	2,196,800	2,196,800	1,046,483	47.64%	1,060,545	53.16%	1,974,000	98.20%
Operating Expenses	2,920,300	3,373,849	3,373,849	1,436,799	42.59%	1,702,255	41.60%	3,096,908	87.05%
Sub-Total	5,101,800	5,570,649	5,570,649	2,483,282	44.58%	2,762,800	45.39%	5,070,908	90.82%
Allocated Overhead/(Cost Recovery)	(298,700)	(311,200)	(311,200)	(155,600)	50.00%	(149,350)	50.00%	(311,200)	100.00%
Sub-Total	4,803,100	5,259,449	5,259,449	2,327,682	44.26%	2,613,450	45.15%	4,759,708	90.31%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
FIRE									
Personnel Services	8,473,100	8,473,100	8,465,030	4,105,605	48.50%	3,879,961	48.53%	8,047,408	99.83%
City Sponsored Pensions	1,318,800	1,318,800	1,326,870	1,321,433	99.59%	1,284,063	99.81%	1,286,862	100.00%
Sub-Total	9,791,900	9,791,900	9,791,900	5,427,038	55.42%	5,164,024	55.64%	9,334,270	99.85%
Operating Expenses	1,579,800	1,679,847	1,679,847	827,700	49.27%	834,613	49.11%	1,408,984	94.98%
Sub-Total	11,371,700	11,471,747	11,471,747	6,254,738	54.52%	5,998,637	54.63%	10,743,254	99.16%
POLICE									
Personnel Services	16,088,700	16,746,500	16,601,055	7,586,917	45.70%	7,051,632	46.01%	15,471,807	99.50%
City Sponsored Pensions	4,262,100	4,262,100	4,407,545	4,260,931	96.67%	4,461,488	99.91%	4,466,677	100.00%
Sub-Total	20,350,800	21,008,600	21,008,600	11,847,848	56.40%	11,513,120	58.17%	19,938,484	99.61%
Operating Expenses	3,849,600	3,905,236	3,905,236	2,500,897	64.04%	2,318,927	58.55%	3,812,691	100.00%
Sub-Total	24,200,400	24,913,836	24,913,836	14,348,745	57.59%	13,832,047	58.23%	23,751,175	99.67%
TRANSFERS OUT									
Municipal Golf Course Fund	250,000	250,000	250,000	125,000	50.00%	125,000	50.00%	250,000	100.00%
Stormwater Capital Projects Fund	2,735,000	2,735,000	2,735,000	2,209,706	80.79%	2,122,608	77.61%	2,735,000	100.00%
Sub-Total	2,985,000	2,985,000	2,985,000	2,334,706	78.21%	2,247,608	75.30%	2,985,000	100.00%
TOTAL EXPENDITURES	\$ 61,680,900	64,094,359	64,094,359	36,171,329	56.43%	35,022,653	56.36%	58,302,755	95.09%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
TREE PLANTING TRUST - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	578,121	578,121	578,121	100.00%	528,007	100.00%	527,207	100.00%
REVENUES:									
Tree Trust Fund	0	0	0	45,000	----	8,800	----	70,200	100.00%
Interest	0	0	0	248	----	1,515	----	2,014	----
TOTAL REVENUES	0	0	0	45,248	----	10,315	----	72,214	102.87%
TOTAL REVENUES AND FUND BALANCE	\$ 0	578,121	578,121	623,369	107.83%	538,322	101.95%	599,421	100.34%
EXPENDITURES:									
Operating Expenses	0	578,121	578,121	87,716	15.17%	8,990	1.70%	22,100	4.64%
Sub-Total	0	578,121	578,121	87,716	15.17%	8,990	1.70%	22,100	4.64%
TOTAL EXPENDITURES	\$ 0	578,121	578,121	87,716	15.17%	8,990	1.70%	22,100	4.64%

CITY OF PENSACOLA
PARK PURCHASES - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	101,925	100.00%
REVENUES:									
Park Purchases Fund	0	0	0	17,003	----	8,075	----	8,075	100.00%
Interest	0	0	0	2	----	318	----	422	----
TOTAL REVENUES	0	0	0	17,005	----	8,393	----	8,497	105.23%
TOTAL REVENUES AND FUND BALANCE	\$ 0	0	0	17,005	----	8,393	----	110,422	100.38%
EXPENDITURES:									
Personnel Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	0	0	0	0	----	0	----	0	----
Capital Outlay	0	0	0	0	----	0	----	110,000	100.00%
Sub-Total	0	0	0	0	----	0	----	110,000	100.00%
TOTAL EXPENDITURES	\$ 0	0	0	0	----	0	----	110,000	100.00%

CITY OF PENSACOLA
HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 49,000	494,402	494,402	494,402	100.00%	515,879	100.00%	515,879	100.00%
REVENUES:									
Sale of Asset	0	0	0	3,000	----	4,621	----	4,621	100.02%
Repayment of Loan	0	0	0	40,000	----	0	----	0	----
Interest	0	0	0	214	----	1,480	----	1,968	----
TOTAL REVENUES	0	0	0	43,214	----	6,101	----	6,589	142.62%
TOTAL REVENUES AND FUND BALANCE	\$ 49,000	494,402	494,402	537,616	108.74%	521,980	101.18%	522,468	100.38%
EXPENDITURES:									
Personnel Services	\$ 41,300	41,300	41,300	17,818	43.14%	2,864	7.58%	23,239	54.30%
Operating Expenses	7,700	453,102	453,102	0	0.00%	4,434	0.93%	4,827	1.01%
Grants & Aids	0	0	0	0	----	0	----	0	----
Sub-Total	49,000	494,402	494,402	17,818	3.60%	7,298	1.41%	28,066	5.39%
TOTAL EXPENDITURES	\$ 49,000	494,402	494,402	17,818	3.60%	7,298	1.41%	28,066	5.39%

CITY OF PENSACOLA
LOCAL OPTION GASOLINE TAX FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 174,300	171,400	171,400	171,400	100.00%	159,500	100.00%	102,329	100.00%
REVENUES:									
Gasoline Tax (6 cent local)	1,370,000	1,370,000	1,370,000	574,613	41.94%	578,355	42.22%	1,431,737	100.00%
Interest	0	0	0	752	----	3,968	----	7,053	100.00%
Sub-Total	1,370,000	1,370,000	1,370,000	575,365	42.00%	582,323	42.51%	1,438,790	100.00%
TOTAL REVENUES	1,370,000	1,370,000	1,370,000	575,365	42.00%	582,323	42.51%	1,438,790	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 1,544,300	1,541,400	1,541,400	746,765	48.45%	741,823	48.50%	1,541,119	100.00%
EXPENDITURES:									
Allocated Overhead/(Cost Recovery)	7,200	4,300	4,300	2,150	50.00%	3,600	50.00%	4,300	100.00%
Sub-Total	7,200	4,300	4,300	2,150	50.00%	3,600	50.00%	4,300	100.00%
TRANSFERS OUT									
LOGT Debt Service Fund	1,537,100	1,537,100	1,537,100	0	0.00%	0	0.00%	1,536,818	100.00%
TOTAL EXPENDITURES	\$ 1,544,300	1,541,400	1,541,400	2,150	0.14%	3,600	0.24%	1,541,118	100.00%

**CITY OF PENSACOLA
STORMWATER UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	70,023	70,023	70,023	100.00%	350,500	100.00%	350,500	100.00%
REVENUES:									
Stormwater Utility Fees	2,866,800	2,866,800	2,866,800	2,208,668	77.04%	2,122,422	77.74%	2,799,669	100.00%
Delinquent Stormwater Utility Fee	5,000	5,000	5,000	1,038	20.76%	186	3.72%	2,278	100.00%
Miscellaneous	0	0	0	0	----	0	----	6,502	100.00%
CHARGES FOR SERVICES:									
State Right of Way Maintenance	90,200	90,200	90,200	37,589	41.67%	15,036	16.82%	90,213	100.00%
Interest Income	0	0	0	598	----	3,275	----	4,137	100.00%
TOTAL REVENUES	<u>2,962,000</u>	<u>2,962,000</u>	<u>2,962,000</u>	<u>2,247,893</u>	75.89%	<u>2,140,919</u>	75.80%	<u>2,902,799</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 2,962,000</u>	<u>3,032,023</u>	<u>3,032,023</u>	<u>2,317,916</u>	76.45%	<u>2,491,419</u>	78.47%	<u>3,253,299</u>	100.00%
EXPENDITURES:									
STORMWATER O & M									
Personnel Services	\$ 994,600	1,003,200	1,002,798	489,231	48.79%	463,244	49.05%	1,011,831	100.00%
City Sponsored Pensions	248,600	248,600	249,002	248,712	99.88%	285,541	99.83%	285,679	100.00%
Sub-Total	<u>1,243,200</u>	<u>1,251,800</u>	<u>1,251,800</u>	<u>737,943</u>	58.95%	<u>748,785</u>	60.85%	<u>1,297,510</u>	100.00%
Operating Expenses	423,000	424,440	417,126	197,947	47.45%	278,291	48.12%	423,474	78.38%
Capital Outlay	0	0	0	0	----	5,000	100.00%	5,000	100.00%
Allocated Overhead/(Cost Recovery)	206,100	235,000	235,000	117,500	50.00%	103,050	50.00%	235,000	100.00%
Sub-Total	<u>1,872,300</u>	<u>1,911,240</u>	<u>1,903,926</u>	<u>1,053,390</u>	55.33%	<u>1,135,126</u>	56.19%	<u>1,960,984</u>	94.38%
STREET CLEANING									
Personnel Services	474,300	479,500	479,425	209,191	43.63%	213,054	47.69%	442,785	100.00%
City Sponsored Pensions	71,900	71,900	71,975	71,923	99.93%	77,243	99.62%	77,283	100.00%
Sub-Total	<u>546,200</u>	<u>551,400</u>	<u>551,400</u>	<u>281,114</u>	50.98%	<u>290,297</u>	55.37%	<u>520,068</u>	100.00%
Operating Expenses	428,000	424,083	431,397	166,105	38.50%	221,542	43.01%	417,736	81.89%
Capital Outlay	0	0	0	0	----	0	----	0	----
Allocated Overhead/(Cost Recovery)	115,500	145,300	145,300	72,650	50.00%	57,750	50.00%	145,300	100.00%
Sub-Total	<u>1,089,700</u>	<u>1,120,783</u>	<u>1,128,097</u>	<u>519,869</u>	46.08%	<u>569,589</u>	49.32%	<u>1,083,104</u>	92.14%
TOTAL EXPENDITURES	<u>\$ 2,962,000</u>	<u>3,032,023</u>	<u>3,032,023</u>	<u>1,573,259</u>	51.89%	<u>1,704,715</u>	53.69%	<u>3,044,088</u>	93.57%

CITY OF PENSACOLA
PARKING MANAGEMENT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	750	750	750	100.00%	0	----	0	----
REVENUES:									
Dumpster Loan Repayment	0	0	0	0	----	1,500	25.00%	6,054	100.00%
Miscellaneous	100	100	100	857	857.00%	73	----	141	100.71%
Intrest Income	0	0	0	295	----	0	----	709	100.14%
CHARGES FOR SERVICES:									
Boat Launch Fees	3,000	3,000	3,000	8,785	292.83%	914	----	19,297	100.00%
Parking Fines/Citations	372,600	372,600	372,600	205,113	55.05%	175,950	46.82%	345,816	100.00%
Parking Lot	108,000	108,000	108,000	64,054	59.31%	18,962	14.93%	89,341	100.00%
Parking Garage	448,000	448,000	448,000	130,842	29.21%	48,625	9.88%	155,727	100.00%
Parking Meters	211,000	211,000	211,000	143,000	67.77%	86,955	42.28%	180,139	100.00%
Parking on St Dumpsters	1,500	1,500	1,500	90	6.00%	4,213	280.87%	5,776	100.00%
Parking -Airport Charges for Service	0	0	0	0	----	0	----	9,077	100.00%
Special Item	0	0	0	0	----	0	----	38,626	100.00%
TOTAL REVENUES	1,144,200	1,144,200	1,144,200	553,036	48.33%	337,192	27.92%	850,703	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 1,144,200	1,144,950	1,144,950	553,786	48.37%	337,192	27.92%	850,703	100.00%
EXPENDITURES:									
Personnel Services	\$ 430,700	430,700	436,700	178,169	40.80%	128,948	26.03%	311,406	99.03%
Operating Expenses	647,500	608,250	555,580	158,305	28.49%	180,023	27.70%	361,227	77.70%
Capital Outlay	66,000	66,000	112,670	41,505	36.84%	7,817	34.74%	15,634	51.43%
Allocated Overhead/(Cost Recovery)	0	40,000	40,000	20,000	50.00%	20,000	50.00%	40,000	100.00%
Sub-Total	1,144,200	1,144,950	1,144,950	397,979	34.76%	336,788	27.88%	728,267	85.70%
TOTAL EXPENDITURES	\$ 1,144,200	1,144,950	1,144,950	397,979	34.76%	336,788	27.88%	728,267	85.70%

**CITY OF PENSACOLA
MUNICIPAL GOLF COURSE FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	26,009	26,009	26,009	100.00%	6,025	100.00%	6,025	100.00%
REVENUES:									
GOLF COURSE CHARGES									
Green Fees	298,300	298,300	298,300	159,524	53.48%	151,326	53.99%	327,470	100.00%
Electric Cart Rentals	98,000	98,000	98,000	55,805	56.94%	52,519	60.51%	115,133	100.00%
Pull Cart Rentals	100	100	100	151	151.00%	166	166.00%	268	100.00%
Concessions	18,000	18,000	18,000	9,000	50.00%	9,000	50.00%	18,000	92.31%
Pro Shop Sales	13,000	13,000	13,000	9,388	72.22%	8,179	62.92%	20,120	100.00%
Tournaments	37,400	37,400	37,400	21,470	57.41%	19,648	37.07%	36,377	100.00%
Driving Range	32,000	32,000	32,000	19,189	59.97%	20,943	68.67%	44,499	100.00%
Capital Surcharge	37,900	37,900	37,900	19,205	50.67%	18,558	50.16%	40,214	100.00%
Interest Income	0	0	0	167	----	550	----	929	100.00%
SUB-TOTAL REVENUES	534,700	534,700	534,700	293,899	54.97%	280,889	54.15%	603,010	99.75%
TRANSFERS IN GENERAL FUND	250,000	250,000	250,000	125,000	50.00%	125,000	50.00%	250,000	100.00%
TOTAL REVENUES	784,700	784,700	784,700	418,899	53.38%	405,889	52.80%	853,010	99.82%
TOTAL REVENUES AND FUND BALANCE	\$ 784,700	810,709	810,709	444,908	54.88%	411,914	53.17%	859,035	99.83%
EXPENDITURES:									
OPERATIONS									
Personnel Services	\$ 403,500	403,500	403,500	190,648	47.25%	167,140	43.59%	379,440	99.79%
City Sponsored Pensions	44,600	44,600	44,600	44,600	100.00%	47,000	100.00%	47,000	100.00%
Sub-Total	448,100	448,100	448,100	235,248	52.50%	214,140	49.75%	426,440	99.81%
Operating Expenses	336,600	357,401	357,401	218,209	61.05%	184,982	53.72%	311,861	77.73%
Capital Outlay	0	5,208	5,208	5,207	99.98%	0	----	0	98.25%
Sub-Total	784,700	810,709	810,709	458,664	56.58%	399,122	51.52%	738,301	88.82%
TOTAL EXPENDITURES	\$ 784,700	810,709	810,709	458,664	56.58%	399,122	51.52%	738,301	88.82%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
INSPECTION SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	279,657	279,657	279,657	100.00%	8,972	100.00%	8,972	100.00%
REVENUES:									
Building Permits	914,800	914,800	914,800	880,511	96.25%	740,688	82.97%	1,888,135	100.00%
Electrical Permits	210,000	210,000	210,000	108,148	51.50%	94,840	45.16%	218,678	100.00%
Gas Permits	48,000	48,000	48,000	30,100	62.71%	24,400	50.83%	55,250	100.00%
Plumbing Permits	140,000	140,000	140,000	80,282	57.34%	50,156	35.83%	123,552	100.00%
Mechanical Permits	94,500	94,500	94,500	54,033	57.18%	39,257	41.54%	119,726	100.00%
Miscellaneous Permits	7,000	7,000	7,000	3,200	45.71%	1,350	19.29%	6,700	100.00%
Zoning Review & Inspection Fees	32,100	32,100	32,100	21,450	66.82%	22,800	71.03%	60,150	100.00%
Permit Application Fee	295,600	295,600	295,600	207,360	70.15%	228,160	77.19%	478,800	100.00%
Tree Removal & Pruning Permits	0	0	0	750	----	750	----	2,250	100.00%
Lien Search Fees	12,000	12,000	12,000	15,600	130.00%	10,775	----	23,775	100.00%
Interest Income	0	0	0	821	----	645	----	2,144	100.00%
Sale of Asset	0	0	0	0	----	0	----	0	----
Miscellaneous	0	0	0	0	----	0	----	22	100.00%
TOTAL REVENUES	<u>1,754,000</u>	<u>1,754,000</u>	<u>1,754,000</u>	<u>1,402,255</u>	79.95%	<u>1,213,821</u>	70.58%	<u>2,979,182</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,754,000</u>	<u>2,033,657</u>	<u>2,033,657</u>	<u>1,681,912</u>	82.70%	<u>1,222,793</u>	70.73%	<u>2,988,154</u>	100.00%
EXPENDITURES:									
OPERATIONS									
Personnel Services	\$ 1,110,900	1,251,800	1,251,599	523,781	41.85%	482,606	51.13%	1,036,651	97.89%
City Sponsored Pensions	136,000	136,000	136,201	136,057	99.89%	141,854	99.99%	141,916	99.99%
Sub-Total	<u>1,246,900</u>	<u>1,387,800</u>	<u>1,387,800</u>	<u>659,838</u>	47.55%	<u>624,460</u>	57.51%	<u>1,178,567</u>	98.13%
Operating Expenses	285,400	299,057	299,057	199,418	66.68%	273,328	67.91%	350,129	23.94%
Capital Outlay	8,500	71,700	71,700	63,034	87.91%	27,409	100.00%	27,409	100.00%
Sub-Total	<u>1,540,800</u>	<u>1,758,557</u>	<u>1,758,557</u>	<u>922,290</u>	52.45%	<u>925,197</u>	61.04%	<u>1,556,105</u>	57.55%
Allocated Overhead/(Cost Recovery)	213,200	275,100	275,100	137,550	50.00%	106,600	50.00%	275,100	100.00%
Sub-Total	<u>1,754,000</u>	<u>2,033,657</u>	<u>2,033,657</u>	<u>1,059,840</u>	52.11%	<u>1,031,797</u>	59.68%	<u>1,831,205</u>	61.46%
TOTAL EXPENDITURES	<u>\$ 1,754,000</u>	<u>2,033,657</u>	<u>2,033,657</u>	<u>1,059,840</u>	52.11%	<u>1,031,797</u>	59.68%	<u>1,831,205</u>	61.46%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
ROGER SCOTT TENNIS CENTER
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	8,905	8,905	8,905	100.00%	0	----	0	----
REVENUES:									
CHARGES FOR SERVICES									
Scott Tennis Pro Revenue	128,800	128,800	128,800	62,500	48.52%	72,917	58.33%	130,208	100.00%
Scott Tennis Pro Shop Lease	0	0	0	0	----	707	19.11%	640	90.52%
Interest Income	0	0	0	129	----	469	----	763	100.00%
TOTAL REVENUES	<u>128,800</u>	<u>128,800</u>	<u>128,800</u>	<u>62,629</u>	48.63%	<u>74,093</u>	57.57%	<u>131,611</u>	99.95%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>71,534</u>	51.95%	<u>74,093</u>	57.57%	<u>131,611</u>	99.95%
EXPENDITURES:									
OPERATIONS									
Operating Expenses	\$ 128,800	130,084	130,084	47,301	36.36%	37,712	29.30%	65,357	53.75%
Capital Outlay	0	7,621	7,621	7,621	100.00%	0	----	0	98.96%
Sub-Total	<u>128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>54,922</u>	39.88%	<u>37,712</u>	29.30%	<u>65,357</u>	56.40%
TOTAL EXPENDITURES	<u>\$ 128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>54,922</u>	39.88%	<u>37,712</u>	29.30%	<u>65,357</u>	56.40%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
PARK OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 37,400	516,022	516,022	516,022	100.00%	61,743	100.00%	74,616	100.00%
REVENUES:									
COMMUNITY MARITIME PARK									
Event Scheduling Management									
Rentals	35,000	35,000	35,000	5,700	16.29%	9,100	26.76%	13,800	100.00%
Vendor Kiosk Management							----		----
Kiosk Sales	4,000	4,000	4,000	0	0.00%	(100)	-2.63%	0	----
Parking Management	110,000	110,000	110,000	0	0.00%	0	0.00%	121,427	100.00%
City Hall Parking	27,000	27,000	27,000	0	0.00%	0	0.00%	26,512	100.00%
Lease Fees	155,000	155,000	155,000	70,390	45.41%	72,890	49.59%	148,984	100.00%
User Fees									
Northwest Florida Professional Baseball	175,000	175,000	175,000	43,750	25.00%	43,750	25.00%	175,000	100.00%
University of West Florida	25,000	25,000	25,000	20,000	80.00%	0	0.00%	0	----
Surcharge									
Attendance	275,000	275,000	275,000	0	0.00%	0	0.00%	299,837	111.67%
Naming Rights	112,500	112,500	112,500	28,125	25.00%	28,125	25.00%	112,500	100.00%
Community Event Concessions	30,000	30,000	30,000	30,005	100.02%	0	0.00%	0	----
Parcels Option Payments	0	0	0	1,328	----	345,711	95.44%	370,107	99.64%
Other Charges for Services	65,600	65,600	65,600	7,202	10.98%	7,203	30.91%	24,068	100.00%
Miscellaneous Revenue	0	0	0	0	----	0	----	50	33.33%
Sub-Total	1,014,100	1,014,100	1,014,100	206,500	20.36%	506,679	38.56%	1,292,285	102.37%
TOTAL REVENUES	1,014,100	1,014,100	1,014,100	206,500	20.36%	506,679	38.56%	1,292,285	102.37%
TOTAL REVENUES AND FUND BALANCE	\$ 1,051,500	1,530,122	1,530,122	722,522	47.22%	568,422	41.32%	1,366,901	102.24%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES									
COMMUNITY MARITIME PARK									
Personnel Services	\$ 129,900	129,900	129,900	196	0.15%	7,806	6.41%	47,937	47.28%
Operating Expenses	901,600	1,254,450	1,254,450	464,440	37.02%	460,003	37.28%	764,682	67.34%
Capital Outlay	0	125,772	125,772	70,772	56.27%	0	----	0	0.00%
Sub-Total	<u>1,031,500</u>	<u>1,510,122</u>	<u>1,510,122</u>	<u>535,408</u>	<u>35.45%</u>	<u>467,809</u>	<u>34.51%</u>	<u>812,619</u>	<u>61.70%</u>
DEBT SERVICE									
Principal	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>100.00%</u>	<u>20,000</u>	<u>100.00%</u>	<u>20,000</u>	<u>100.00%</u>
Sub-Total	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>100.00%</u>	<u>20,000</u>	<u>100.00%</u>	<u>20,000</u>	<u>100.00%</u>
TOTAL PARK OPERATIONS EXPENDITURES	<u>\$ 1,051,500</u>	<u>1,530,122</u>	<u>1,530,122</u>	<u>555,408</u>	<u>36.30%</u>	<u>487,809</u>	<u>35.46%</u>	<u>832,619</u>	<u>62.28%</u>
PARK RENEWAL AND REPLACEMENT:									
APPROPRIATED FUND BALANCE	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>----</u>	<u>7,285</u>	<u>----</u>	<u>(5,588)</u>	<u>100.00%</u>
REVENUES:									
Variable Ticket	128,400	128,400	128,400	32,564	25.36%	8,208	5.70%	106,632	77.49%
Interest Income	<u>0</u>	<u>0</u>	<u>0</u>	<u>936</u>	<u>----</u>	<u>2,541</u>	<u>----</u>	<u>4,572</u>	<u>100.00%</u>
Sub-Total	<u>128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>33,500</u>	<u>26.09%</u>	<u>10,749</u>	<u>7.46%</u>	<u>111,204</u>	<u>78.22%</u>
TOTAL REVENUES AND FUND BALANCE	<u>\$ 128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>33,500</u>	<u>26.09%</u>	<u>18,034</u>	<u>12.52%</u>	<u>105,616</u>	<u>77.33%</u>
EXPENDITURES									
Operating Expenses	128,400	128,400	128,400	13,682	10.66%	7,285	5.33%	72,696	53.22%
Capital Outlay	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>----</u>	<u>0</u>	<u>----</u>	<u>0</u>	<u>----</u>
Sub-Total	<u>128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>13,682</u>	<u>10.66%</u>	<u>7,285</u>	<u>5.33%</u>	<u>72,696</u>	<u>53.22%</u>
TOTAL RENEWAL AND REPLACEMENT EXPENDITURES	<u>\$ 128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>13,682</u>	<u>10.66%</u>	<u>7,285</u>	<u>5.33%</u>	<u>72,696</u>	<u>53.22%</u>
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,179,900</u>	<u>1,658,522</u>	<u>1,658,522</u>	<u>756,022</u>	<u>45.58%</u>	<u>586,456</u>	<u>38.59%</u>	<u>1,472,517</u>	<u>99.93%</u>
TOTAL EXPENDITURES	<u>\$ 1,179,900</u>	<u>1,658,522</u>	<u>1,658,522</u>	<u>569,090</u>	<u>34.31%</u>	<u>495,094</u>	<u>32.74%</u>	<u>905,315</u>	<u>61.44%</u>

**CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOCAL OPTION SALES TAX FUND:									
APPROPRIATED FUND BALANCE	\$ 0	32,445,925	32,445,925	32,445,925	100.00%	31,552,624	100.00%	30,277,674	100.00%
REVENUES:									
1-CT Local Option Sales Tax	9,605,500	9,605,500	9,605,500	4,887,471	50.88%	4,126,031	43.59%	10,718,928	100.00%
Interest	0	0	0	823	----	9,378	----	12,422	100.00%
Contributions	0	1,302,546	1,302,546	0	0.00%	0	----	0	----
Miscellaneous	0	0	0	0	----	10,000	----	10,000	100.00%
Sale of Assets - Cash	0	6,400	6,400	0	0.00%	0	----	0	----
TOTAL REVENUES	9,605,500	10,914,446	10,914,446	4,888,294	44.79%	4,145,409	43.79%	10,741,350	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 9,605,500	43,360,371	43,360,371	37,334,219	86.10%	35,698,033	87.03%	41,019,024	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	117,184	399,321	394,768	98.86%	207,080	49.38%	426,722	99.37%
Capital Outlay	4,030,300	22,466,267	22,184,130	8,250,916	37.19%	7,461,680	37.19%	6,826,592	52.21%
Sub-Total	4,030,300	22,583,451	22,583,451	8,645,684	38.28%	7,668,760	37.43%	7,253,314	53.50%
TRANSFER OUT									
Port of Pensacola	0	152,108	152,108	0	0.00%	67,020	27.95%	87,659	36.56%
Pensacola International Airport	0	15,049,612	15,049,612	2,550,385	16.95%	434,865	2.72%	945,850	5.91%
Sub-Total	0	15,201,720	15,201,720	2,550,385	16.78%	501,885	3.09%	1,033,509	6.37%
DEBT SERVICE									
Principal	5,193,900	5,193,900	5,193,900	2,181,000	41.99%	2,136,000	55.90%	3,821,387	100.00%
Interest	381,300	381,300	381,300	202,326	53.06%	225,288	47.25%	476,658	100.00%
Sub-Total	5,575,200	5,575,200	5,575,200	2,383,326	42.75%	2,361,288	54.94%	4,298,045	100.00%
TOTAL EXPENDITURES	\$ 9,605,500	43,360,371	43,360,371	13,579,395	31.32%	10,531,933	25.68%	12,584,868	39.71%

**CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOST SERIES 2017 PROJECT FUND:									
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	1,030,879	100.00%	1,030,879	100.00%
REVENUES:									
Interest	0	0	0	0	----	0	----	0	----
TOTAL REVENUES	0	0	0	0	----	0	----	0	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	0	0	0	----	1,030,879	100.00%	1,030,879	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Capital Outlay	0	0	0	0	----	965,278	93.64%	1,030,879	100.00%
Sub-Total	0	0	0	0	----	965,278	93.64%	1,030,879	100.00%
TOTAL LOST IV BOND EXPENDITURES	\$ 0	0	0	0	----	965,278	93.64%	1,030,879	100.00%
TOTAL:									
TOTAL REVENUES AND FUND BALANCE	\$ 9,605,500	43,360,371	43,360,371	37,334,219	86.10%	36,728,912	87.35%	42,049,903	100.00%
TOTAL EXPENDITURES	\$ 9,605,500	43,360,371	43,360,371	13,579,395	31.32%	11,497,211	27.34%	13,615,747	41.19%

Note. The Lost Series 2017 Project Fund was funded with the issuance of the Infrastructure Sales Surtax Revenue Bond, Series 2017 on October 18, 2017.

CITY OF PENSACOLA
STORMWATER CAPITAL PROJECTS FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 42,500	3,751,156	3,751,156	3,751,156	100.00%	4,497,859	100.00%	4,497,859	100.00%
REVENUES:									
Interest	0	0	0	2,682	----	14,709	----	20,500	100.00%
Transfer In From General Fund	2,735,000	2,735,000	2,735,000	2,209,706	80.79%	2,122,608	77.61%	2,735,000	100.00%
Miscellaneous	0	0	0	24,250	----	0	----	0	----
TOTAL REVENUES	2,735,000	2,735,000	2,735,000	2,236,638	81.78%	2,137,317	78.15%	2,755,500	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 2,777,500	6,486,156	6,486,156	5,987,794	92.32%	6,635,176	91.74%	7,253,359	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Personal Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	662,200	964,682	1,148,257	526,783	45.88%	266,629	22.10%	639,026	82.87%
Capital Outlay	1,925,700	5,341,074	5,157,499	1,103,516	21.40%	2,385,256	40.87%	2,718,548	56.58%
Sub-Total	2,587,900	6,305,756	6,305,756	1,630,299	25.85%	2,651,885	37.65%	3,357,574	60.11%
Allocated Overhead/(Cost Recovery)	189,600	180,400	180,400	90,200	50.00%	94,800	50.00%	180,400	100.00%
TOTAL EXPENDITURES	\$ 2,777,500	6,486,156	6,486,156	1,720,499	26.53%	2,746,685	37.98%	3,537,974	61.10%

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
GAS OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 0	1,792,678	1,792,678	1,792,678	100.00%	2,465,039	100.00%	1,332,889	100.00%
REVENUES:									
GAS									
Residential User Fees	21,898,700	21,898,700	21,898,700	15,868,585	72.46%	14,899,589	67.88%	23,271,782	100.00%
Commercial User Fees	12,616,600	12,616,600	12,616,600	8,633,443	68.43%	7,082,933	53.79%	12,441,413	100.00%
Municipal User Fees	301,900	301,900	301,900	221,861	73.49%	185,350	65.52%	297,674	100.00%
Interruptible User Fees	2,993,400	2,993,400	2,993,400	1,670,030	55.79%	1,518,730	47.68%	3,145,742	58.67%
Transportation User Fees	5,225,000	5,505,591	5,505,591	4,697,411	85.32%	3,056,487	55.80%	6,642,348	150.06%
Compressed Natural Gas	952,400	952,400	952,400	603,583	63.37%	462,159	50.10%	954,400	100.00%
Miscellaneous Charges	557,300	557,300	557,300	335,809	60.26%	301,416	53.08%	658,194	99.98%
New Accounts/Turn-on Fees	659,400	659,400	659,400	240,596	36.49%	244,176	34.31%	467,875	100.00%
Interest Income	10,000	10,000	10,000	17,502	175.02%	66,791	----	109,337	100.00%
Infrastructure Cost Recovery	3,305,900	3,305,900	3,305,900	800,529	24.22%	2,338,732	69.79%	3,415,627	100.00%
Cookbooks	0	0	0	2,221	----	6,292	----	8,181	100.00%
Sale of Asset	0	0	0	0	----	3,836	----	13,836	100.00%
TOTAL REVENUES	<u>48,520,600</u>	<u>48,801,191</u>	<u>48,801,191</u>	<u>33,091,570</u>	67.81%	<u>30,166,491</u>	60.80%	<u>51,426,409</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 48,520,600</u>	<u>50,593,869</u>	<u>50,593,869</u>	<u>34,884,248</u>	68.95%	<u>32,631,530</u>	62.65%	<u>52,759,298</u>	100.00%
EXPENSES:									
GAS OPERATION & MAINTENANCE									
Personnel Services	\$ 8,936,800	8,974,700	8,974,700	3,909,880	43.57%	3,660,871	42.95%	7,898,626	97.22%
City Sponsored Pensions	1,321,000	1,321,000	1,321,000	1,321,792	100.06%	1,398,095	99.95%	1,399,368	99.97%
Sub-Total	<u>10,257,800</u>	<u>10,295,700</u>	<u>10,295,700</u>	<u>5,231,672</u>	50.81%	<u>5,058,966</u>	50.99%	<u>9,297,994</u>	97.63%
Operating Expenses	26,014,200	27,147,029	27,147,029	19,083,274	70.30%	14,853,359	54.17%	27,033,081	99.50%
Capital Outlay	916,000	1,775,040	1,775,040	1,498,923	84.44%	2,849,391	83.64%	2,371,567	86.11%
Sub-Total	<u>37,188,000</u>	<u>39,217,769</u>	<u>39,217,769</u>	<u>25,813,869</u>	65.82%	<u>22,761,716</u>	55.86%	<u>38,702,642</u>	97.86%
TRANSFERS OUT									
General Fund	8,000,000	8,000,000	8,000,000	4,000,000	50.00%	4,000,000	50.00%	8,000,000	100.00%
Sub-Total	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>4,000,000</u>	50.00%	<u>4,000,000</u>	50.00%	<u>8,000,000</u>	100.00%
Allocated Overhead/(Cost Recovery)	<u>1,309,000</u>	<u>1,352,500</u>	<u>1,352,500</u>	<u>676,250</u>	50.00%	<u>654,500</u>	50.00%	<u>1,352,500</u>	100.00%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES: (continued)									
DEBT SERVICE									
Interest	191,600	191,600	191,600	118,149	61.66%	132,110	57.87%	228,213	99.96%
Principal	1,832,000	1,832,000	1,832,000	1,832,000	100.00%	1,795,000	100.00%	1,795,000	100.00%
Sub-Total	<u>2,023,600</u>	<u>2,023,600</u>	<u>2,023,600</u>	<u>1,950,149</u>	96.37%	<u>1,927,110</u>	95.25%	<u>2,023,213</u>	100.00%
TOTAL GAS OPERATIONS EXPENSES	<u>\$ 48,520,600</u>	<u>50,593,869</u>	<u>50,593,869</u>	<u>32,440,268</u>	64.12%	<u>29,343,326</u>	56.34%	<u>50,078,355</u>	98.32%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 481,600	2,446,471	2,446,471	2,446,471	100.00%	1,206,840	100.00%	3,276,737	100.00%
REVENUES:									
SANITATION									
Residential Refuse Container Charges	4,932,200	4,932,200	4,932,200	2,493,201	50.55%	2,390,881	50.06%	4,754,122	100.00%
Bulk Item Collection Charges	130,000	130,000	130,000	95,779	73.68%	43,651	33.58%	128,326	100.16%
Business Refuse Container Charges	127,000	127,000	127,000	115,453	90.91%	66,491	53.45%	164,932	100.00%
Fuel Surcharge	360,000	360,000	360,000	178,051	49.46%	166,415	48.62%	333,092	100.00%
County Landfill	1,230,000	1,230,000	1,230,000	617,065	50.17%	612,832	48.57%	1,226,621	100.00%
New Accounts/Transfer Fees	85,000	85,000	85,000	37,520	44.14%	38,060	44.78%	79,300	100.00%
Premium Service Fee	0	0	0	1,260	----	----	----	----	----
Miscellaneous	40,000	40,000	40,000	15,643	39.11%	19,317	48.29%	32,329	100.00%
Interest Income	0	0	0	619	----	5,490	----	7,535	100.00%
Sale of Assets	5,000	5,000	5,000	0	0.00%	8,250	165.00%	19,650	100.00%
SUB-TOTAL SANITATION REVENUES	6,909,200	6,909,200	6,909,200	3,554,591	51.45%	3,351,387	49.54%	6,745,907	100.00%
CAPITAL EQUIPMENT SURCHARGE									
Equipment Surcharge	774,000	774,000	774,000	392,126	50.66%	379,431	50.71%	759,456	100.00%
CNG Rebates	500,000	500,000	500,000	553,636	110.73%	0	0.00%	0	----
Advertising Revenue	80,200	80,200	80,200	40,100	50.00%	40,100	50.00%	80,200	100.00%
Sub-Total	1,354,200	1,354,200	1,354,200	985,862	72.80%	419,531	31.58%	839,656	100.00%
SUB-TOTAL SANITATION REVENUES	8,263,400	8,263,400	8,263,400	4,540,453	54.95%	3,770,918	46.59%	7,585,563	100.00%
CODE ENFORCEMENT									
Franchise Fees	1,325,000	1,325,000	1,325,000	337,841	25.50%	331,066	25.91%	1,374,953	100.00%
Lot Cleaning (FY Cash Balance) *	70,000	70,000	70,000	34,565	49.38%	19,260	24.08%	82,125	79.86%
Code Enforcement Violations	100,000	100,000	100,000	36,190	36.19%	52,774	52.77%	93,623	100.00%
Sub-Total	1,495,000	1,495,000	1,495,000	408,596	27.33%	403,100	27.65%	1,550,701	98.68%
ENFORCEMENT REVENUES	1,495,000	1,495,000	1,495,000	408,596	27.33%	403,100	27.65%	1,550,701	98.68%
SUB-TOTAL REVENUES	9,758,400	9,758,400	9,758,400	4,949,049	50.72%	4,174,018	43.70%	9,136,264	99.78%
TOTAL REVENUES AND FUND BALANCE	\$ 10,240,000	12,204,871	12,204,871	7,395,520	60.59%	5,380,858	50.02%	12,413,001	99.84%

* Actual billings are \$41,836 however collections are typically lower.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS CONTINUED:									
EXPENSES:									
SANITATION SERVICES									
Personnel Services	\$ 2,783,900	2,808,300	2,808,115	1,280,685	45.61%	1,184,427	45.54%	2,744,545	98.38%
City Sponsored Pensions	383,600	383,600	383,785	383,769	100.00%	390,239	161.55%	390,542	100.00%
Sub-Total	3,167,500	3,191,900	3,191,900	1,664,454	52.15%	1,574,666	55.40%	3,135,087	98.57%
Operating Expenses	3,639,100	3,614,700	3,614,700	1,588,095	43.93%	1,788,974	47.10%	3,666,394	99.99%
Capital Outlay	31,000	66,300	66,300	35,300	53.24%	0	----	0	----
Allocated Overhead/(Cost Recovery)	489,100	538,200	538,200	269,100	50.00%	244,550	50.00%	538,200	100.00%
Sub-Total	7,326,700	7,411,100	7,411,100	3,556,949	47.99%	3,608,190	50.61%	7,339,681	99.38%
CAPITAL EQUIPMENT									
Capital Outlay	1,274,000	3,156,423	3,156,423	1,401,774	44.41%	1,970,339	97.32%	1,651,847	99.96%
Sub-Total	1,274,000	3,156,423	3,156,423	1,401,774	44.41%	1,970,339	97.32%	1,651,847	99.96%
DEBT SERVICE									
Interest	1,500	1,500	1,500	1,492	99.47%	2,953	65.62%	4,445	98.78%
Principal	142,800	142,800	142,800	142,740	99.96%	139,880	99.99%	139,880	99.99%
Sub-Total	144,300	144,300	144,300	144,232	99.95%	142,833	98.91%	144,325	99.95%
SUB-TOTAL SANITATION EXPENSES	8,745,000	10,711,823	10,711,823	5,102,955	47.64%	5,721,362	61.53%	9,135,853	99.57%
CODE ENFORCEMENT PROGRAM									
Personnel Services	848,800	850,400	850,400	426,850	50.19%	297,707	43.90%	648,044	100.00%
City Sponsored Pensions	44,600	44,600	44,600	44,600	100.00%	194,767	99.95%	194,837	100.00%
Sub-Total	893,400	895,000	895,000	471,450	52.68%	492,474	56.41%	842,881	100.00%
Operating Expenses	346,600	345,548	343,500	151,589	44.13%	143,628	38.84%	224,544	80.09%
Capital Outlay	34,000	34,000	34,000	0	0.00%	0	----	0	----
Allocated Overhead/(Cost Recovery)	112,400	109,900	109,900	54,950	50.00%	56,200	50.00%	109,900	100.00%
Sub-Total	1,386,400	1,384,448	1,382,400	677,989	49.04%	692,302	51.09%	1,177,325	95.46%
CODE ENFORCEMENT ZONING/HOUSING									
Personnel Services	66,600	66,600	66,571	30,712	46.13%	29,627	46.10%	63,363	100.00%
City Sponsored Pensions	31,400	31,400	31,429	31,425	99.99%	28,124	99.98%	28,152	100.00%
Sub-Total	98,000	98,000	98,000	62,137	63.41%	57,751	62.50%	91,515	100.00%
Operating Expenses	10,600	10,600	12,648	5,381	42.54%	8,508	76.58%	7,243	99.97%
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	108,600	108,600	110,648	67,518	61.02%	66,259	64.01%	98,758	99.99%
SUB-TOTAL CODE ENFORCEMENT	1,495,000	1,493,048	1,493,048	745,507	49.93%	758,561	52.00%	1,276,083	95.80%
TOTAL EXPENSES	\$ 10,240,000	12,204,871	12,204,871	5,848,462	47.92%	6,479,923	60.24%	10,411,936	99.17%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	\$ 10,240,000	12,204,871	12,204,871	7,395,520	60.59%	5,380,858	50.02%	12,413,001	99.84%
TOTAL EXPENSES	\$ 10,240,000	12,204,871	12,204,871	5,848,462	47.92%	6,479,923	60.24%	10,411,936	99.17%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
PORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	831,528	831,528	831,528	100.00%	251,717	100.00%	251,717	100.00%
REVENUES:									
PORT									
Handling	31,700	31,700	31,700	15,895	50.14%	4,181	13.53%	16,933	100.00%
Wharfage	402,400	402,400	402,400	184,062	45.74%	187,652	49.06%	424,107	100.00%
Storage	309,000	309,000	309,000	104,402	33.79%	366,357	91.27%	729,965	100.00%
Dockage	845,500	845,500	845,500	314,260	37.17%	250,310	38.25%	548,819	100.00%
Water Sales	6,000	6,000	6,000	3,513	58.55%	9,564	159.40%	10,757	100.00%
Property Rental	597,500	597,500	597,500	361,052	60.43%	392,031	61.12%	609,143	100.00%
Stevedore Fees	3,000	3,000	3,000	4,844	161.47%	4,945	15.55%	14,186	100.00%
Harbor	27,700	27,700	27,700	17,840	64.40%	20,425	83.71%	34,630	100.00%
Security Fees	104,500	104,500	104,500	39,771	38.06%	35,992	41.13%	79,023	100.00%
Interior Lighting	115,000	115,000	115,000	85,845	74.65%	79,290	68.95%	182,244	100.00%
Miscellaneous/Billed	0	0	0	4,083	----	10,975	73.17%	26,245	100.00%
Seville Harbor Lease	46,100	46,100	46,100	26,928	58.41%	26,928	----	83,914	100.00%
Miscellaneous/Non-Billed	0	0	0	4,485	----	0	----	93,927	100.00%
Miscellaneous -Ins Proceeds - Sally	0	0	0	0	----	0	----	1,650,924	100.00%
Cedar Street Lease/Parking Lot	65,700	65,700	65,700	41,655	63.40%	34,860	53.06%	59,760	100.00%
Pilot Boat Fee	0	29,580	29,580	16,550	55.95%	0	----	0	----
Donations	0	200,000	200,000	0	0.00%	0	----	0	----
Interest Income	0	0	0	1,407	----	6,334	----	10,243	100.00%
SUB-TOTAL OPERATING REVENUES	2,554,100	2,783,680	2,783,680	1,226,592	44.06%	1,429,844	58.22%	4,574,820	100.00%
TRANSFERS IN LOCAL OPTION SALES TAX FUND	0	152,108	152,108	0	0.00%	67,020	27.95%	87,659	36.56%
TOTAL REVENUES	2,554,100	2,935,788	2,935,788	1,226,592	41.78%	1,496,864	55.53%	4,662,479	96.84%
TOTAL REVENUES AND FUND BALANCE	\$ 2,554,100	3,767,316	3,767,316	2,058,120	54.63%	1,748,581	59.32%	4,914,196	97.00%
EXPENSES:									
OPERATIONS & MAINTENANCE									
Personnel Services	\$ 903,400	906,400	906,399	371,723	41.01%	390,874	45.34%	805,074	92.28%
City Sponsored Pensions	104,500	104,500	104,501	104,500	100.00%	108,570	99.73%	108,619	99.84%
Sub-Total	1,007,900	1,010,900	1,010,900	476,223	47.11%	499,444	51.44%	913,693	93.12%
Operating Expenses	1,333,000	1,531,001	1,782,021	707,443	39.70%	608,254	44.02%	1,004,011	61.39%
Capital Outlay	100,000	1,073,915	822,895	574,993	69.87%	216,158	44.90%	1,187,334	80.21%
Sub-Total	2,440,900	3,615,816	3,615,816	1,758,659	48.64%	1,323,856	46.71%	3,105,038	75.92%
CARES ACT FUNDING (a)									
Cares Act Personnel Services	0	0	0	0	----	0	----	(275,616)	----
Cares Act Operating Expenses	0	0	0	(121,594)	----	0	----	(409,562)	----
Sub-Total	0	0	0	(121,594)	----	0	----	(685,178)	----
Allocated Overhead/(Cost Recovery)	113,200	151,500	151,500	75,750	50.00%	56,600	50.00%	151,500	100.00%
TOTAL EXPENSES	\$ 2,554,100	3,767,316	3,767,316	1,712,815	45.47%	1,380,456	46.84%	2,571,360	76.64%

(a) In fiscal year 2021, the Port of Pensacola was awarded \$806,772 in CARES funding to help cover operating, maintenance and debt service expenses. As of March 31, 2022 all grant funds have been expended.

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 12,039,700	18,508,373	18,508,373	18,508,373	100.00%	7,237,113	100.00%	2,808,525	100.00%
REVENUES:									
AIRLINE REVENUES									
Loading Bridges Fees	243,000	243,000	243,000	348,393	143.37%	73,930	18.25%	199,988	100.00%
Air Carrier Landing Fees	319,000	319,000	319,000	176,165	55.22%	174,977	9.99%	463,113	100.00%
Cargo Landing Fees	44,000	44,000	44,000	19,922	45.28%	22,425	22.43%	46,060	100.00%
Apron Area Rental	825,000	825,000	825,000	439,471	53.27%	243,492	30.82%	513,923	100.00%
Cargo Apron Area Rental	73,000	73,000	73,000	48,332	66.21%	45,160	71.68%	94,095	100.00%
Baggage Handling System	1,056,000	1,056,000	1,056,000	488,157	46.23%	225,302	18.56%	458,284	100.00%
Ron Ramp	71,000	71,000	71,000	40,033	56.38%	25,091	250.91%	115,462	100.00%
Airline Rentals	2,270,000	2,270,000	2,270,000	1,668,527	73.50%	692,190	25.19%	1,458,241	100.00%
SUBTOTAL AIRLINE REVENUES	4,901,000	4,901,000	4,901,000	3,229,000	65.88%	1,502,567	21.22%	3,349,166	100.00%
NON-AIRLINE REVENUES									
U.S.Government	96,000	96,000	96,000	48,000	50.00%	48,000	50.00%	96,000	100.00%
Rental Cars	3,731,000	3,731,000	3,731,000	2,846,804	76.30%	2,115,647	72.70%	6,309,382	100.29%
Rental Car Customer Facility Charge (Garage)	829,000	829,000	829,000	426,597	51.46%	319,720	43.80%	891,902	100.00%
CFC - Rental Car Svc Facility	2,225,000	2,225,000	2,225,000	1,221,615	54.90%	915,587	81.46%	2,554,113	100.00%
Rental Car Service Facility Rent	263,000	263,000	263,000	147,824	56.21%	135,157	54.06%	279,125	100.00%
Fixed Base Operators	223,000	223,000	223,000	112,711	50.54%	102,639	46.65%	210,594	100.00%
Restaurant and Lounge	597,000	597,000	597,000	344,491	57.70%	261,590	56.14%	793,817	100.00%
Advertising	129,000	129,000	129,000	92,040	71.35%	77,802	81.90%	170,971	100.00%
Hangar Rentals	100,000	100,000	100,000	92,863	92.86%	73,855	98.47%	133,633	100.00%
ST Ground Lease	266,000	266,000	266,000	136,222	51.21%	133,551	51.37%	269,330	100.00%
Airport & 12th	168,000	168,000	168,000	92,749	55.21%	87,432	52.17%	188,765	100.00%
Parking Lot	5,000,000	5,000,000	5,000,000	3,695,265	73.91%	1,907,797	44.88%	5,417,043	100.00%
Gift Shop	270,000	270,000	270,000	225,784	83.62%	127,647	60.44%	490,334	100.54%
Taxi Permits	134,000	134,000	134,000	98,786	73.72%	27,492	19.97%	177,816	100.00%
LEO/TSA Security	110,000	110,000	110,000	53,360	48.51%	55,500	55.50%	112,230	100.00%
Commercial Property Rentals	190,000	190,000	190,000	201,016	105.80%	176,809	54.07%	376,264	100.00%
GSA/TSA Term Rent	162,000	162,000	162,000	81,413	50.25%	91,884	57.43%	166,547	100.00%
Miscellaneous	134,000	134,000	134,000	137,642	102.72%	184,183	148.77%	320,716	99.97%
Interest Income	93,000	93,000	93,000	48,479	52.13%	140,736	----	250,605	100.00%
Sale of Asset	0	0	0	2,434	----	0	----	60,050	100.00%
SUB-TOTAL NON-AIRLINE REVENUES	14,720,000	14,720,000	14,720,000	10,106,095	68.66%	6,983,028	59.66%	19,269,237	100.11%
TOTAL OPERATING REVENUES	19,621,000	19,621,000	19,621,000	13,335,095	67.96%	8,485,595	45.17%	22,618,403	100.09%
TOTAL REVENUES AND FUND BALANCE	\$ 31,660,700	38,129,373	38,129,373	31,843,468	83.51%	15,722,708	60.42%	25,426,928	100.08%

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
EXPENSES:									
OPERATION & MAINTENANCE									
Personnel Services	\$ 4,657,300	4,657,300	4,655,700	2,248,086	48.29%	1,902,913	42.57%	4,235,838	99.19%
City Sponsored Pensions	700,200	700,200	701,800	700,572	99.83%	726,088	99.82%	726,452	99.85%
Sub-Total	5,357,500	5,357,500	5,357,500	2,948,658	55.04%	2,629,001	50.59%	4,962,290	99.28%
Operating Expenses	14,260,300	16,640,147	15,787,447	6,243,156	39.55%	5,537,490	47.28%	7,692,315	91.06%
Capital Outlay	2,452,000	6,538,726	7,391,426	4,189,832	56.69%	3,441,621	85.97%	2,408,441	87.89%
Sub-Total	22,069,800	28,536,373	28,536,373	13,381,646	46.89%	11,608,112	55.51%	15,063,046	92.18%
CARES ACT FUNDING (a)									
Cares Act Personnel Services	0	0	0	0	----	0	----	(2,273,664)	----
Cares Act Operating Expenses	0	0	0	(900,013)	----	0	----	(2,907,889)	----
Sub-Total	0	0	0	(900,013)	----	0	----	(5,181,553)	----
DEBT SERVICE GARB									
Interest	586,500	586,500	586,500	258,994	44.16%	282,800	43.66%	517,989	79.96%
Principal	2,277,000	2,277,000	2,277,000	1,821,500	80.00%	1,768,600	79.99%	1,768,600	79.99%
Sub-Total	2,863,500	2,863,500	2,863,500	2,080,494	72.66%	2,051,400	71.76%	2,286,589	79.99%
DEBT SERVICE CFC									
Interest	242,300	242,300	242,300	12,303	5.08%	26,137	8.11%	51,144	15.87%
Principal	5,800,000	5,800,000	5,800,000	5,800,000	100.00%	0	0.00%	0	0.00%
Sub-Total	6,042,300	6,042,300	6,042,300	5,812,303	96.19%	26,137	1.67%	51,144	3.27%
Allocated Overhead/(Cost Recovery)									
General Fund	685,100	687,200	687,200	343,600	50.00%	342,550	50.00%	687,200	100.00%
TOTAL OPERATING EXPENSES	\$ 31,660,700	38,129,373	38,129,373	20,718,030	54.34%	14,028,199	53.91%	12,906,426	65.14%

(a) In fiscal year 2020, Pensacola International Airport was awarded \$11,081,566 in CARES funding to help cover operating, maintenance and debt service expenses. As of March 31, 2022 all grant funds have been expended.

(a) In fiscal year 2021, Pensacola International Airport was awarded an additional \$4,502,199 in CARES funding to help cover operating, maintenance and debt service expenses. Funds have not yet been spent.

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
RISK MANAGEMENT SERVICES
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	37,000	37,000	37,000	100.00%	0	----	0	----
REVENUES:									
Service Fees	1,448,400	1,571,400	1,571,400	569,499	36.24%	740,958	48.82%	1,471,869	93.89%
TOTAL REVENUES	1,448,400	1,571,400	1,571,400	569,499	36.24%	740,958	48.82%	1,471,869	93.89%
TOTAL REVENUES AND FUND BALANCE	\$ 1,448,400	1,608,400	1,608,400	606,499	37.71%	740,958	48.82%	1,471,869	93.89%
EXPENSES:									
RISK MANAGEMENT									
Personnel Services	\$ 374,600	374,600	374,440	176,906	47.25%	311,937	50.98%	642,869	98.01%
City Sponsored Pensions	51,000	51,000	51,160	51,034	99.75%	53,832	99.94%	53,870	100.00%
Sub-Total	425,600	425,600	425,600	227,940	53.56%	365,769	54.95%	696,739	98.16%
Operating Expenses	805,500	878,500	878,500	260,488	29.65%	277,512	42.60%	552,011	94.67%
Sub-Total	1,231,100	1,304,100	1,304,100	488,428	37.45%	643,281	48.84%	1,248,750	96.55%
CITY CLINIC									
Personnel Services	157,900	244,200	244,073	76,982	31.54%	56,882	40.53%	175,690	97.14%
City Sponsored Pensions	24,500	24,500	24,627	24,534	99.62%	24,931	99.92%	24,969	99.99%
Sub-Total	182,400	268,700	268,700	101,516	37.78%	81,813	49.49%	200,659	97.48%
Operating Expenses	34,900	35,600	35,600	16,555	46.50%	15,864	45.07%	43,116	96.54%
Sub-Total	217,300	304,300	304,300	118,071	38.80%	97,677	48.72%	243,775	97.32%
TOTAL EXPENSES	\$ 1,448,400	1,608,400	1,608,400	606,499	37.71%	740,958	48.82%	1,492,525	96.67%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Service Fees									
Mail Room	88,900	88,900	88,900	57,207	64.35%	52,045	59.07%	81,314	92.30%
Innovation & Technology	3,904,500	4,211,712	4,211,712	2,105,935	50.00%	1,882,322	54.40%	2,836,130	81.97%
Engineering	1,088,000	1,100,920	1,100,920	439,299	39.90%	396,278	46.96%	734,732	87.06%
Central Garage	2,177,700	2,246,979	2,246,979	798,713	35.55%	952,313	50.79%	1,643,459	87.65%
TOTAL REVENUES	7,259,100	7,648,511	7,648,511	3,401,154	44.47%	3,282,958	52.38%	5,295,635	84.50%
TOTAL REVENUES AND FUND BALANCE	\$ 7,259,100	7,648,511	7,648,511	3,401,154	44.47%	3,282,958	52.38%	5,295,635	84.50%
EXPENSES:									
MAIL ROOM									
Personnel Services	\$ 51,700	51,700	46,700	21,397	45.82%	21,559	43.21%	47,475	95.16%
City Sponsored Pensions	18,000	18,000	18,000	18,000	100.00%	18,901	99.95%	18,903	99.96%
Sub-Total	69,700	69,700	64,700	39,397	60.89%	40,460	58.81%	66,378	96.48%
Operating Expenses	19,200	19,200	24,200	17,810	73.60%	11,585	60.03%	15,466	80.13%
Sub-Total Mail Room	88,900	88,900	88,900	57,207	64.35%	52,045	59.07%	81,844	92.90%
INNOVATION & TECHNOLOGY									
Personnel Services	1,664,700	1,664,700	1,664,625	647,366	38.89%	583,012	38.70%	1,325,730	87.54%
City Sponsored Pensions	176,600	176,600	176,675	176,635	99.98%	192,334	99.98%	192,373	100.00%
Sub-Total	1,841,300	1,841,300	1,841,300	824,001	44.75%	775,346	45.64%	1,518,103	88.95%
Operating Expenses	1,772,600	2,009,912	2,009,347	1,098,020	54.65%	1,029,488	62.01%	1,288,726	78.53%
Capital Outlay	290,600	360,500	361,065	183,914	50.94%	77,488	76.57%	77,488	76.50%
Sub-Total Technology Resources	3,904,500	4,211,712	4,211,712	2,105,935	50.00%	1,882,322	54.40%	2,884,317	83.61%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2022
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 03/22	% OF BUDGET 03/22	ACTUAL 03/21	% OF BUDGET 03/21	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
ENGINEERING									
Personnel Services	873,800	873,800	873,709	260,830	29.85%	245,834	39.41%	535,906	85.92%
City Sponsored Pensions	81,400	81,400	81,491	81,429	99.92%	85,249	99.89%	85,300	99.94%
Sub-Total	955,200	955,200	955,200	342,259	35.83%	331,083	46.69%	621,206	87.60%
Operating Expenses	132,800	145,720	145,720	97,040	75.66%	65,195	46.50%	120,910	95.65%
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total Engineering	1,088,000	1,100,920	1,100,920	439,299	41.10%	396,278	46.66%	742,116	88.93%
CENTRAL GARAGE									
Personnel Services	1,141,900	1,153,400	1,153,400	432,351	37.48%	520,594	47.13%	1,100,454	99.62%
City Sponsored Pensions	159,100	159,100	159,100	159,100	100.00%	190,700	100.00%	190,700	100.00%
Sub-Total	1,301,000	1,312,500	1,312,500	591,451	45.06%	711,294	54.91%	1,291,154	99.67%
Operating Expenses	741,900	747,283	747,283	142,021	19.73%	188,623	60.53%	300,504	98.17%
Capital Outlay	134,800	187,196	187,196	65,241	62.84%	52,396	19.95%	0	19.95%
Sub-Total Central Garage	2,177,700	2,246,979	2,246,979	798,713	38.12%	952,313	50.94%	1,591,658	88.22%
TOTAL EXPENSES	\$ 7,259,100	7,648,511	7,648,511	3,401,154	45.40%	3,282,958	52.38%	5,299,935	85.84%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 03/22	% OF BUDGET 03/22
AIRPORT						
Aircraft Rescue & Firefighting Facility (ARFF)	\$ 979,300	979,300	979,300	-	485,286	49.55%
Airport Administration	3,576,200	4,141,429	4,144,729	3,300	2,740,698	66.12%
Maintenance	15,833,900	21,723,781	21,699,481	(24,300)	9,075,432	41.82%
Operations	1,090,300	1,102,706	1,118,706	16,000	681,816	60.95%
Security	1,275,200	1,276,357	1,281,357	5,000	742,014	57.91%
Sub-total	<u>22,754,900</u>	<u>29,223,573</u>	<u>29,223,573</u>	<u>-</u>	<u>13,725,246</u>	<u>46.97%</u>
CITY CLERK						
Administration of Legal Documents	96,000	70,400	69,795	(605)	45,008	64.49%
City Elections/Appointments	36,100	36,100	36,100	-	16,890	46.79%
City Council Meetings Preparation	96,000	96,000	96,000	-	45,041	46.92%
Public Records	80,300	80,300	80,905	605	41,300	51.05%
Sub-total	<u>308,400</u>	<u>282,800</u>	<u>282,800</u>	<u>-</u>	<u>148,239</u>	<u>52.42%</u>
CITY COUNCIL						
Audit	105,000	181,475	181,475	-	176,100	97.04%
City Council Support	482,200	463,296	463,296	-	144,673	31.23%
Office of the City Council	350,700	880,916	880,916	-	274,024	31.11%
Sub-total	<u>937,900</u>	<u>1,525,687</u>	<u>1,525,687</u>	<u>-</u>	<u>594,797</u>	<u>38.99%</u>
COMMUNITY REDEVELOPMENT AGENCY - CRA						
Asset Maintenance and Operation	460,800	959,395	954,595	(4,800)	202,365	21.20%
Community Policing	100,000	100,000	100,000	-	44,610	44.61%
Non-Capital Projects and Activities	1,474,500	5,666,919	5,672,339	5,420	2,513,572	44.31%
Redevelopment Plan Implementation	665,000	791,826	791,206	(620)	351,135	44.38%
2009 ECUA/WWTP Relocation	1,300,000	1,300,000	1,300,000	-	1,300,000	100.00%
Eastside Redevelopment Area Plan Implementation	294,700	1,046,969	1,046,969	-	82,801	7.91%
Westside Redevelopment Area Plan Implementation	1,202,300	2,086,929	2,086,929	-	88,984	4.26%
Sub-total	<u>5,497,300</u>	<u>11,952,038</u>	<u>11,952,038</u>	<u>-</u>	<u>4,583,467</u>	<u>38.35%</u>
FINANCIAL SERVICES						
Accounting	510,900	556,056	554,356	(1,700)	282,114	50.89%
Budget	58,100	96,731	96,731	-	49,302	50.97%
Contract & Lease Services	105,600	90,200	90,200	-	36,164	40.09%
Payroll	232,100	221,100	222,800	1,700	125,736	56.43%
Purchasing	179,300	146,643	146,643	-	69,563	47.44%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 03/22	% OF BUDGET 03/22
Sub-total	1,086,000	1,110,730	1,110,730	-	562,879	50.68%
FINANCIAL SERVICES - RISK MANAGEMENT SERVICES						
Risk Management Services	1,231,100	1,304,100	1,304,100	-	488,428	37.45%
Sub-total	1,231,100	1,304,100	1,304,100	-	488,428	37.45%
FINANCIAL SERVICES - MAIL ROOM						
Mail Room	88,900	88,900	88,900	-	57,207	64.35%
Sub-total	88,900	88,900	88,900	-	57,207	64.35%
FIRE						
Administrative Support	552,400	556,315	558,515	2,200	308,476	55.23%
City Emergency Management	10,500	10,500	10,500	-	6,515	62.05%
Emergency Operations - Fire Suppression	8,801,800	8,824,246	8,814,266	(9,980)	4,872,271	55.28%
Emergency Operations - Rescue	311,200	311,200	308,480	(2,720)	158,551	51.40%
Facilities and Apparatus Management	811,300	867,103	881,103	14,000	467,068	53.01%
Fire Cadet	266,200	266,200	264,200	(2,000)	106,061	40.14%
Fire Code Enforcement	399,400	399,400	399,400	-	220,687	55.25%
Marine Operations	50,700	68,583	68,583	-	23,637	34.46%
Technical Support to City	10,500	10,500	10,500	-	6,515	62.05%
Training	157,700	157,700	156,200	(1,500)	84,957	54.39%
Sub-total	11,371,700	11,471,747	11,471,747	-	6,254,738	54.52%
HOUSING						
HOME Program	162,500	912,977	912,977	-	9,723	1.06%
SHIP Program	-	7,258	7,258	-	69	0.95%
Sub-total	162,500	920,235	920,235	-	9,792	1.06%
HOUSING - CDBG						
Community Development Block Grant (CDBG) Program	516,900	1,192,431	1,192,431	-	212,017	17.78%
Housing Rehabilitation	548,700	683,911	683,911	-	121,513	17.77%
Sub-total	1,065,600	1,876,342	1,876,342	-	333,530	17.78%
HOUSING - SECTION 8						
Section 8 Housing Assistance Payments Program Fund	21,796,500	26,282,959	26,282,959	-	9,014,609	34.30%
Sub-total	21,796,500	26,282,959	26,282,959	-	9,014,609	34.30%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 03/22	% OF BUDGET 03/22
HUMAN RESOURCES						
Human Resources Administration	654,400	616,214	616,214	-	329,593	53.49%
Recruiting & Training	162,000	162,000	162,000	-	77,212	47.66%
Sub-total	<u>816,400</u>	<u>778,214</u>	<u>778,214</u>	<u>-</u>	<u>406,805</u>	52.27%
HUMAN RESOURCES - CLINIC						
Clinic	<u>217,300</u>	<u>304,300</u>	<u>304,300</u>	<u>-</u>	<u>118,071</u>	38.80%
Sub-total	<u>217,300</u>	<u>304,300</u>	<u>304,300</u>	<u>-</u>	<u>118,071</u>	38.80%
INNOVATION & TECHNOLOGY						
Innovation & Technology Administration	400,400	401,118	396,071	(5,047)	193,133	48.76%
Network/System Management	3,504,100	3,810,594	3,815,641	5,047	1,912,802	50.13%
Sub-total	<u>3,904,500</u>	<u>4,211,712</u>	<u>4,211,712</u>	<u>-</u>	<u>2,105,935</u>	50.00%
INSPECTION SERVICES						
Inspection Services	1,754,000	2,033,657	2,033,657	-	1,059,840	52.11%
Sub-total	<u>1,754,000</u>	<u>2,033,657</u>	<u>2,033,657</u>	<u>-</u>	<u>1,059,840</u>	52.11%
LEGAL						
Client Legal Advisory Services	931,800	859,281	859,281	-	261,476	30.43%
Sub-total	<u>931,800</u>	<u>859,281</u>	<u>859,281</u>	<u>-</u>	<u>261,476</u>	30.43%
MAYOR						
City Administrator/Cabinet	772,600	624,493	629,193	4,700	363,517	57.78%
Public Information Officer	140,300	151,200	146,850	(4,350)	58,284	39.69%
Neighborhood Services	174,300	186,699	186,849	150	71,180	38.09%
Neighborhood Challenge Grants	50,000	108,525	108,525	-	15,339	14.13%
Office of the Mayor	170,500	177,300	176,800	(500)	79,006	44.69%
Sub-total	<u>1,307,700</u>	<u>1,248,217</u>	<u>1,248,217</u>	<u>-</u>	<u>587,326</u>	47.05%
NON-DEPARTMENTAL FUNDING						
Agency funding	4,514,800	4,918,211	4,918,211	-	4,092,464	83.21%
Sub-total	<u>4,514,800</u>	<u>4,918,211</u>	<u>4,918,211</u>	<u>-</u>	<u>4,092,464</u>	83.21%
PARKING						
Parking Fund	1,144,200	1,144,950	1,144,950	-	397,979	34.76%
Sub-total	<u>1,144,200</u>	<u>1,144,950</u>	<u>1,144,950</u>	<u>-</u>	<u>397,979</u>	34.76%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 03/22	% OF BUDGET 03/22
PARKS & RECREATION						
Aquatics	236,800	299,048	296,079	(2,969)	58,737	19.84%
Athletic Field Maintenance	448,300	456,192	471,802	15,610	268,530	56.92%
Athletics	565,200	579,016	601,036	22,020	340,202	56.60%
Office of the Director (Administration)	1,085,900	1,144,885	1,144,285	(600)	545,196	47.65%
Park Administration & Maintenance	2,624,200	2,753,361	2,736,475	(16,886)	1,543,241	56.40%
Recreation/Resource Center Administration	1,106,100	1,106,900	1,106,965	65	532,982	48.15%
Resource Center	1,146,700	1,149,770	1,132,530	(17,240)	395,983	34.96%
Senior Center	232,800	233,500	233,500	-	63,589	27.23%
Volunteer & Outdoor Pursuits	64,700	64,700	64,700	-	25,065	38.74%
Sub-total	<u>7,510,700</u>	<u>7,787,372</u>	<u>7,787,372</u>	<u>-</u>	<u>3,773,525</u>	<u>48.46%</u>
PARKS & RECREATION - GOLF						
Osceola Golf Course	784,700	810,709	810,709	-	458,664	56.58%
Sub-total	<u>784,700</u>	<u>810,709</u>	<u>810,709</u>	<u>-</u>	<u>458,664</u>	<u>56.58%</u>
PARKS & RECREATION - TENNIS						
Roger Scott Tennis Center	128,800	137,705	137,705	-	54,922	39.88%
Sub-total	<u>128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>-</u>	<u>54,922</u>	<u>39.88%</u>
PARKS & RECREATION - CMP						
Community Maritime Park Cultural Events	1,179,900	1,658,522	1,658,522	-	569,090	34.31%
Sub-total	<u>1,179,900</u>	<u>1,658,522</u>	<u>1,658,522</u>	<u>-</u>	<u>569,090</u>	<u>34.31%</u>
PENSACOLA ENERGY						
Customer Service	1,331,100	1,346,158	1,358,458	12,300	660,925	48.65%
Gas Construction	4,714,000	5,686,676	5,547,876	(138,800)	3,223,306	58.10%
Gas Cost	16,320,700	16,474,400	16,474,400	-	13,125,265	79.67%
Gas Marketing	2,477,900	2,562,487	2,569,787	7,300	1,637,060	63.70%
Gas Operations	12,255,300	13,102,648	13,277,548	174,900	7,326,553	55.18%
Gas Training	357,300	357,200	369,500	12,300	161,579	43.73%
Infrastructure Replacement	1,040,700	1,040,700	972,700	(68,000)	355,431	36.54%
Sub-total	<u>38,497,000</u>	<u>40,570,269</u>	<u>40,570,269</u>	<u>-</u>	<u>26,490,119</u>	<u>65.29%</u>

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 03/22	% OF BUDGET 03/22
PLANNING SERVICES						
Business Licenses	48,600	48,600	48,600	-	30,159	62.06%
Planning Services	858,400	905,215	905,215	-	447,788	49.47%
Sub-total	907,000	953,815	953,815	-	477,947	50.11%
POLICE						
Administration - Chief's Office	1,521,900	1,576,700	1,570,859	(5,841)	905,739	57.66%
Cadets	431,600	431,600	431,600	-	111,943	25.94%
Central Records	479,000	479,000	479,795	795	254,030	52.95%
Communications Center	2,032,500	2,032,500	2,022,201	(10,299)	1,226,676	60.66%
Community Oriented Policing Squad	888,000	923,600	916,990	(6,610)	490,803	53.52%
Crime Scene Investigation	858,300	858,300	854,423	(3,877)	526,607	61.63%
Criminal Intelligence Unit	103,900	103,900	102,044	(1,856)	56,506	55.37%
Criminal Investigation Unit	2,631,000	2,720,500	2,707,409	(13,091)	1,580,576	58.38%
k-9 Unit	464,500	492,100	482,674	(9,426)	249,526	51.70%
Neighborhood Unit	669,800	687,900	685,032	(2,868)	354,145	51.70%
Property Management	377,700	383,080	380,330	(2,750)	245,599	64.58%
School Resource Office (SRO)	883,400	918,800	915,779	(3,021)	352,619	38.50%
Traffic	1,365,100	1,422,800	1,414,826	(7,974)	851,800	60.21%
Training/Personnel	883,000	913,256	1,028,480	115,224	563,541	54.79%
Uniform Patrol	9,823,600	10,151,600	10,107,292	(44,308)	6,155,915	60.91%
Vice & Narcotics	787,100	818,200	814,102	(4,098)	422,720	51.92%
Sub-total	24,200,400	24,913,836	24,913,836	-	14,348,745	57.59%
PORT						
Administration	511,400	641,813	678,447	36,634	374,810	55.25%
Business & Trade Development	224,000	235,618	204,490	(31,128)	62,767	30.69%
Operations & Maintenance	1,373,500	1,881,381	1,856,861	(24,520)	1,184,787	63.81%
Seaport Security	271,900	281,184	284,618	3,434	127,073	44.65%
Waterfront Development	173,300	193,055	192,055	(1,000)	72,813	37.91%
Port Pilot Boat Program	-	29,580	46,160	16,580	9,444	20.46%
Federal/State Matching Grant	-	504,685	504,685	-	2,715	0.54%
Sub-total	2,554,100	3,767,316	3,767,316	-	1,834,409	48.69%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 03/22	% OF BUDGET 03/22
PUBLIC WORKS & FACILITIES - GENERAL FUND						
Building Maintenance Administration	296,700	315,595	319,807	4,212	171,376	53.59%
City Facility Maintenance & Repair	1,321,700	1,433,060	1,435,891	2,831	754,953	52.58%
Daily Operations	308,700	311,192	311,328	136	139,204	44.71%
Resource Center Maintenance	130,300	133,261	126,218	(7,043)	63,796	50.54%
Street Daily Operation	1,048,100	1,069,652	1,019,652	(50,000)	329,897	32.35%
Traffic Signals & Street Lighting	1,664,500	1,963,389	2,013,253	49,864	853,708	42.40%
Traffic Striping	33,100	33,300	33,300	-	14,748	44.29%
Sub-total	<u>4,803,100</u>	<u>5,259,449</u>	<u>5,259,449</u>	<u>-</u>	<u>2,327,682</u>	<u>44.26%</u>
PUBLIC WORKS & FACILITIES - STORMWATER FUND						
Stormwater Operation & Maintenance	1,872,300	1,911,240	1,903,926	(7,314)	1,053,391	55.33%
Street Sweeping FDOT Roadways	63,300	64,400	67,642	3,242	30,725	45.42%
Street Sweeping Operation & Maintenance	1,026,400	1,056,383	1,060,455	4,072	489,143	46.13%
Sub-total	<u>2,962,000</u>	<u>3,032,023</u>	<u>3,032,023</u>	<u>-</u>	<u>1,573,259</u>	<u>51.89%</u>
PUBLIC WORKS & FACILITIES - CENTAL SERVICES FUND						
Plan Review	185,300	185,300	185,200	(100)	28,631	15.46%
Project Design	480,200	480,200	482,776	2,576	195,749	40.55%
Project Management	414,500	424,707	420,729	(3,978)	208,085	49.46%
Survey Operations Coordination	8,000	10,713	12,215	1,502	6,834	55.95%
Sub-total	<u>1,088,000</u>	<u>1,100,920</u>	<u>1,100,920</u>	<u>-</u>	<u>439,299</u>	<u>39.90%</u>
SANITATION SERVICES						
Code Enforcement	1,386,400	1,384,448	1,382,400	(2,048)	677,989	49.04%
Code Enforcement-Zoning/Housing	108,600	108,600	110,648	2,048	67,518	61.02%
Constituent Services	218,000	221,900	221,900	-	104,570	47.12%
Recycling Collection	1,092,500	1,098,800	1,098,800	-	480,535	43.73%
Residential Garbage Collection	3,788,000	5,047,928	5,038,829	(9,099)	2,925,505	58.06%
Transfer Station	1,669,700	1,888,647	1,898,647	10,000	517,701	27.27%
Yard Trash/Bulk Waste Collection	1,832,500	2,310,248	2,309,347	(901)	930,412	40.29%
Sub-total	<u>10,095,700</u>	<u>12,060,571</u>	<u>12,060,571</u>	<u>-</u>	<u>5,704,230</u>	<u>47.30%</u>

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 03/22	% OF BUDGET 03/22
SANITATION SERVICES - GARAGE						
Central Garage	2,177,700	2,246,979	2,246,979	-	798,713	35.55%
Sub-total	2,177,700	2,246,979	2,246,979	-	798,713	35.55%
TOTAL	\$ 177,780,600	205,837,139	205,837,139	-	103,653,432	50.36%

City of Pensacola, Florida
Investment Schedule
As of March 31, 2022
(Unaudited)

<u>POOLED INVESTMENTS</u>	Invest Type	Purchase Date	Maturity Date	Interest Rate	Principal Amount	Market Value
BankUnited	CD	12/16/20		0.15%	40,000,000.00	40,000,000.00
Synovus	CD	04/22/21	04/26/22	0.15%	20,000,000.00	20,000,000.00
BankUnited	CD	04/22/21	04/26/22	0.15%	25,000,000.00	25,000,000.00
Synovus	CD	03/03/22	12/03/22	0.14%	10,000,000.00	10,000,000.00
Regions	CD	03/07/22	12/07/22	0.15%	10,000,000.00	10,000,000.00
ServisFirst Bank	CD	03/04/22	03/04/23	0.40%	5,000,000.00	5,000,000.00
<u>City's- GCA (checking account)</u>						
Wells Fargo Bank		ERC 0.20% up to fees and 0.05% on excess balance			96,402,829.44	96,402,829.44
TOTAL INVESTMENTS					\$ 206,402,829.44	\$ 206,402,829.44

Wells Fargo Bank is the City's primary depository.

**CITY OF PENSACOLA
DEBT SERVICE SCHEDULE
March 31, 2022
(Unaudited)**

	BALANCE 09/30/21	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 03/31/22	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	(5,800,000.00)	0.00	0.00	0.00	12/31/21
2011 GAS SYSTEM REVENUE NOTE	549,000.00	(549,000.00)	0.00	0.00	0.00	10/01/21
2015 AIRPORT REFUNDING REVENUE NOTE	7,715,000.00	(1,020,000.00)	6,695,000.00	1,219,797.50	524,726.25	10/01/27
2016 LOCAL OPTION GAS TAX REVENUE BOND	8,729,000.00	(1,390,000.00)	7,339,000.00	0.00	407,797.20	12/31/26
2016 GAS SYSTEM REVENUE NOTE	11,002,000.00	(1,283,000.00)	9,719,000.00	0.00	486,205.85	10/01/26
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	302,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,096,000.00	(53,000.00)	1,043,000.00	0.00	299,133.90	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,423,000.00	(165,000.00)	3,258,000.00	0.00	933,698.70	04/01/37
2017 AIRPORT REFUNDING REVENUE NOTE	4,630,000.00	(595,000.00)	4,035,000.00	0.00	313,812.75	10/01/27
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	18,821,000.00	(2,181,000.00)	16,640,000.00	0.00	1,282,625.50	10/01/28
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,465,000.00	(155,000.00)	7,310,000.00	0.00	1,788,291.00	04/01/40
2018 AIRPORT REFUNDING REVENUE NOTE	27,325,000.00	(1,074,000.00)	26,251,000.00	2,149,814.60	9,715,844.25	10/01/38
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	56,668,819.00	(1,519,571.00)	55,149,248.00	0.00	24,899,724.72	12/31/43
TOTAL	<u>\$ 153,723,819.00</u>	<u>(15,784,571.00)</u>	<u>137,939,248.00</u>	<u>3,369,612.10</u>	<u>40,954,809.12</u>	

(a) Does not include required O&M and R&R reserves.

CITY OF PENSACOLA
DEBT SERVICE SCHEDULE BY ALLOCATION
March 31, 2022
(Unaudited)

	BALANCE 09/30/21	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 03/31/22	REQUIRED RESERVES (a)	FUTURE INTEREST	MATURITY DATE
<u>LOCAL OPTION GAS TAX FUND</u>						
2016 LOCAL OPTION GAS TAX REVENUE BOND	8,729,000.00	(1,390,000.00)	7,339,000.00	0.00	407,797.20	12/31/26
TOTAL LOCAL OPTION GAS TAX FUND	8,729,000.00	(1,390,000.00)	7,339,000.00	0.00	407,797.20	
<u>COMMUNITY REDEVELOPMENT AGENCY</u>						
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	302,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,096,000.00	(53,000.00)	1,043,000.00	0.00	299,133.90	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,423,000.00	(165,000.00)	3,258,000.00	0.00	933,698.70	04/01/37
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,465,000.00	(155,000.00)	7,310,000.00	0.00	1,788,291.00	10/01/28
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	56,668,819.00	(1,519,571.00)	55,149,248.00	0.00	24,899,724.72	12/31/43
TOTAL COMMUNITY REDEVELOPMENT AGENCY	69,152,819.00	(1,892,571.00)	67,260,248.00	0.00	28,223,797.32	
<u>LOCAL OPTION SALES TAX FUND</u>						
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	18,821,000.00	(2,181,000.00)	16,640,000.00	0.00	1,282,625.50	10/01/28
TOTAL LOCAL OPTION SALES TAX FUND	18,821,000.00	(2,181,000.00)	16,640,000.00	0.00	1,282,625.50	
<u>GAS UTILITY FUND</u>						
2011 GAS SYSTEM REVENUE NOTE	549,000.00	(549,000.00)	0.00	0.00	0.00	10/01/21
2016 GAS SYSTEM REVENUE NOTE	11,002,000.00	(1,283,000.00)	9,719,000.00	0.00	486,205.85	10/01/26
TOTAL GAS UTILITY FUND	11,551,000.00	(1,832,000.00)	9,719,000.00	0.00	486,205.85	
<u>AIRPORT FUND</u>						
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	(5,800,000.00)	0.00	0.00	0.00	12/31/21
2015 AIRPORT REFUNDING REVENUE NOTE	7,715,000.00	(1,020,000.00)	6,695,000.00	1,219,797.50	524,726.25	10/01/27
2017 AIRPORT REFUNDING REVENUE NOTE	4,630,000.00	(595,000.00)	4,035,000.00	0.00	313,812.75	10/01/27
2018 AIRPORT REFUNDING REVENUE NOTE	27,325,000.00	(1,074,000.00)	26,251,000.00	2,149,814.60	9,715,844.25	10/01/38
TOTAL AIRPORT FUND	45,470,000.00	(8,489,000.00)	36,981,000.00	3,369,612.10	10,554,383.25	
TOTAL	\$ 153,723,819.00	(15,784,571.00)	137,939,248.00	3,369,612.10	40,954,809.12	

(a) Does not include required O&M and R&R reserves.

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
March 31, 2022
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
RISK MANAGEMENT:		
COLLEEN CLEARY ORTIZ PA	\$ 42,445.31	Workers Compensation Claims
CLARK PARTINGTON HART LARRY	9,895.00	Claims and Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	29,778.49	Workers Compensation and Liability Claims
SNIFFEN & SPELLMAN PA	54,098.48	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	71,373.03	Claims and Litigation
SUBTOTAL:	207,590.31	
ST AEROSPACE:		
BEGGS & LANE	60,799.50	Airport VT Mobile Aerospace Engineering Project
SUBTOTAL:	60,799.50	
ALL OTHER LEGAL COSTS:		
ALLEN NORTON & BLUE P A	29,895.42	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	10,885.00	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	10,765.50	Bond Counsel and CRA Matters
CARLTON FIELDS JORDEN BURT	7,942.50	Superfund and Other Environmental Matters
GALLOWAY, JOHNSON, TOMPKINS, BURR AND SMITH	2,507.00	Skanska Barge Matters
GRAY ROBINSON PA	14,049.44	Fee, Tax and Pension Plan Compliance
MCCARTER & ENGLISH LLP	2,520.02	Natural Gas Industry
PITTMAN LAW GROUP, PL	10,741.09	Council Districting
RAY, JR LOUIS F	21,097.00	Code Enforcement Special Magistrate
V. KEITH WELLS P.A.	4,000.00	Employee Personnel Board Attorney
SUBTOTAL:	114,402.97	
REPORT TOTAL:	\$ 382,792.78	

**TREE PLANTING TRUST FUND
FISCAL YEAR 2022
PARKS AND RECREATION
FEES COLLECTED THROUGH MARCH 31,2022**

<u>Address</u>	<u>District</u>	<u>Amount</u>	<u>Purpose</u>
245 Brent Ln.	5	30,000.00	New Commercial
1203 E Hayes St.	5	5,000.00	Tree Cutting Fine- No Permit
2660 Creighton Road	2	10,000.00	New Commercial
Total		<u>45,000.00</u>	

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
1/01/22 - 3/31/22

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
FORMAL BIDS/RFPs/RFQs					
Azteca Systems Holding, LLC dba Azteca Systems, LLC	Software License Agreement for Work Management System- Pensacola Energy	No	Year 1 of 3 Contract, RFP 21-034	\$35,000	Yes
Big Orange Enterprises, LLC dba Escape Landscaping and Lawn Care	Stormwater Ponds Maintenance Contract - Public Works	Yes	Bid # 22-001	89,025	Yes
Big Orange Enterprises, LLC dba Escape Landscaping and Lawn Care	Landscape Maintenance Services for Right of Ways - Parks & Recreation	Yes	Bid # 22-020	117,250	Yes
Bill Smith Electric, Inc	Sally PW High Mast Lighting - Port	Yes	Bid # 22-015	88,000	Yes
Bill Smith Electric, Inc	Parking Lot Light Feeders - Airport	Yes	Bid # 22-007	109,723	Yes
Ranger Environmental Services	Underground Sediment Tank Cleaning Services Contract - Public Works	No	Year 1 of 3 Contract	184,700	Yes
ShibataFenderTeam, Inc.	PW Sally Fender Replacement Berth 2, 3, & 5 - Port	No	Bid # 21-011	365,149	Yes
Speight, David dba True North Geographic Technologies, LLC	Consultant Services for Work Management System - Pensacola Energy	No	Year 1 of 3 Contract, RFP 21-034	114,900	Yes
EMERGENCY PURCHASES					
Chavers Construction, Inc.	Emergency Waterline Repair, Berth 7 - Port	Yes	Single Quote	49,300	Yes
Hydra Services, Inc.	Emergency Replacement - Lift Station Motor/Pump - Cordova Sq Pond - Public Works	No	Single Quote	48,900	Yes
CONTRACT RENEWALS/ EXTENSIONS					
Bass Corrosion Services, Inc.	Natural Gas Pipeline Cathodic Protection System Services/Maintenance - Pensacola Energy	No	Per Contract, Option for Additional 1 Year	120,880	Yes
Elite Line Services, Inc.	Maintenance/Operation of Baggage Handling System and Passenger Loading Bridges - Airport	No	Per Contract, Option for Additional 1 Year	705,072	Yes
Enmon Enterprises, LLC dba Jani-King of Pensacola	Janitorial Cleaning Services – City Hall	Yes	Per Contract, Option for Additional 1 Year	64,860	Yes
Tyler Technologies, Inc.	Eden Annual Support 01/01/22 to 12/31/22 - Technology Resources	No	Single Quote	137,796	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
1/01/22 - 3/31/22

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
QUOTES & DIRECT NEGOTIATIONS					
Atkins, North America, Inc	2022-2: "A" St Revitalization Limited CEI - CRA	No	Cont. Svc Contract, RFQ 19-023	83,764	Yes
Bill Smith Electric, Inc.	4th Level Parking Garage Pole Light Replacement/EV Charging Stations - Airport	Yes	Single Quote	31,260	Yes
Complete Signs, LLC	New Signs for Jefferson Street Garage - Parking Management	No	Quotations	27,670	Yes
Consolidated Pipe & Supply	Warehouse: PE Pipe - Pensacola Energy	No	Cont. Svc Contract, ITB 19-031	60,768	Yes
Consolidated Pipe & Supply	Warehouse: Pipe & Pipe Fittings - Pensacola Energy	No	Cont. Svc Contract, ITB 19-031	69,194	Yes
Design Homebuilders, Inc.	Residential Property Improvement Program- 321 W Intendencia (Bellanova) - CRA	No	Single Quote	64,110	Yes
Design Homebuilders, Inc.	Residential Property Improvement Program- 608 W Jackson (McCorvey) - CRA	No	Single Quote	69,540	Yes
Devtech Sales, Inc.	Honeywell Commercial Meters - Pensacola Energy	No	Sole Source	27,250	Yes
First Data Corp dba First Data Merchant Services, LLC	Saenger Theatre Concession Point of Sale Equipment - Saenger Theatre	No	Single Quote	29,199	Yes
Government Services Group, Inc.	Stormwater Assessment Program Assistance for FY22-23 - Public Works	No	Single Quote	34,500	Yes
Infosend, Inc.	Utility Bill Print Supply and Services - Pensacola Energy	No	Single Quote	423,000	Yes
Inline, LLC	Airport Digital Signage Install - Airport	No	Single Quote	69,475	Yes
Mayer Electric Supply Co., Inc.	28 Street Light Fixtures and Poles, Goya Street - Public Works	No	Quotations	91,225	Yes
Mott MacDonald Florida	Service Auth: #502100054-027: Design Post Hurricane Sally Repairs to Wayside Park - Parks & Recreation	No	Cont. Svc Contract, RFQ 19-023	37,130	Yes
Mortenson, Lawrence dba IES HVAC, LLC	Administration 1st Floor A/C Change Out/Replacement - Port	No	Quotations	25,711	Yes
NaturChem, Inc.	Growth Regulation/ Insect & Weed Control - 355 Acres - Airport	No	Sole Source	63,450	Yes
Pensacola Seed & Garden, Inc.	Phase 2 City Parks Tree Replacements - Parks & Recreation	No	Quotations	79,889	Yes
Reynolds Smith & Hills, Inc.	Work Order #23: Terminal Expansion NEPA A&E Services - Airport	No	Cont. Svc Contract, RFQ 17-022	81,454	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
1/01/22 - 3/31/22

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
CONT. QUOTES & DIRECT NEGOTIATIONS					
WatchGuard, Inc.	In Vehicle Mounted Body and Dash Cameras -Police	No	Sole Source	188,717	Yes
WSP USA, Inc.	Jackson Street Transportation Master Plan - CRA	No	Per MOU with Escambia Co.	90,000	Yes
STATE, FEDERAL OR OTHER BUYING CONTRACTS					
Alabama Contract Sales, Inc.	294 Seat Power Gymnasium Bleacher at Vickrey Center - Parks & Recreation	No	Contract # 100814HSC	50,718	Yes
Beard Equipment Company	John Deere Z920 ZTRAK - Parks & Recreation	No	Contract # 031121-DAC	31,289	Yes
Bozard Ford Company	Three (3) Vehicles, 2022 F250, 2022 F350, 2023 F350 - Airport	No	FL Sherriffs Assoc. Contract# FSA20-VEL18.0	147,246	Yes
Bozard Ford Company	2023 F350 Flatbed - Publick Works	No	FL Sherriffs Assoc. Contract# FSA20-VEL18.0	61,510	Yes
Bozard Ford Company	2023 F350 Flatbed - Publick Works	No	FL Sherriffs Assoc. Contract# FSA20-VEL18.0	61,510	Yes
Bozard Ford Company	Two 2022 Ford Ranger 4x4s - Inspections	No	FL Sherriffs Assoc. Contract# FSA20-VEL28.0	63,034	Yes
Bozard Ford Company	2023 Ford Transit 350 High Roof Van - Pensacola Energy	No	FL Sherriffs Assoc. Contract# FSA20-VEL28.0	52,046	Yes
Bozard Ford Company	2023 Ford Transit 350 15 Passenger - Parks & Recreation	No	FL Sherriffs Assoc. Contract# FSA20-VEL28.0	52,996	Yes
Complete Signs, LLC	Illuminated signs for Hitzman Soccer - Parks & Recreation	No	Single Quote	65,754	Yes
Daktronics, Inc.	Airport Digital Signage Replacement - Airport	No	Contract# R170101	130,805	Yes
Dell Marketing, LP	Twenty-seven (27) Latitude 5430 Rugged Laptop with Dock, Dual monitors, mouse, speakers, and adaptors - Technology Resources	No	FL St. Contract # C000000010853	78,537	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
1/01/22 - 3/31/22

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
CONT. STATE, FEDERAL OR OTHER BUYING CONTRACTS					
Dell Marketing, LP	LOST IV, Mobile Data Terminals - Technology Resources	No	FL St. Contract # C000000010853	41,719	Yes
Florida Airfield Maintenance	Airfield Rubber Removal/Runway & Taxiway Painting Svc - Airport	No	FDOT Contract# BEA97	197,628	Yes
Jerry Pate Turf & Irrigation, Inc	Toro Sand Pro 5040 18 HP with 3 Wheel Steering - Parks & Recreation	Yes	Contract# 2017025	28,618	Yes
Jerry Pate Turf & Irrigation, Inc	Toro Sand Pro 5040 HP for Ball Crew - Parks & Recreation	Yes	Contract# 2017025	29,658	Yes
Jerry Pate Turf & Irrigation, Inc	Model #04358, Toro Greenmaster 3150-2 - Parks & Recreation	Yes	Contract# 2017025	51,567	Yes
Kompan, Inc.	Bayview Park Playground Equipment - Parks & Recreation	No	Contract# 2017001135	301,818	Yes
SHI International Corporation	Microsoft Enterprise License Renewal - Technology Resources	No	FL Dept Mgmt Svcs Contract# 4323000-15-02	308,414	Yes
Ten-8 Fire Equipment, Inc.	Purchase of Pumper Truck - Fire	No	NPPGov Contract# PS20240	546,796	Yes
Vermeer Southeast	Capital Item #7, Vermeer Navigator Boring Machine - Pensacola Energy	No	Contract# 050119-VRM	186,009	Yes
OWNER DIRECT PURCHASE FOR VT AEROSPACE HANGER PROJECT					
BCPE Ulysses Buyerco, Inc. dba Rosen Materials, LLC	ODP Supplies #29 VTMAE Hangar 2 Framing & Drywall Materials-- Airport	No	Owner Direct Purchase	149,550	Yes
Brendle Fire Equipment, Inc.	ODP Supplies #33 VTMAE Hangar 2 Fire Equipment -- Airport	No	Owner Direct Purchase	133,840	Yes
Covenant Steel Warehouse, Inc.	ODP Supplies #26 VTMAE Hangar 2 Pre-Engineering Building Package -- Airport	No	Owner Direct Purchase	8,065,177	Yes
Group III Asphalt, Inc.	ODP Supplies #30 VTMAE Hangar 2 Asphalt -- Airport	No	Owner Direct Purchase	444,600	Yes
Interior Exterior Enterprises dba Interior/Exterior Building Supply, LP	ODP Supplies #27 VTMAE Hangar 2 Interior/Exterior Supplies -- Airport	No	Owner Direct Purchase	60,428	Yes
White Cap, LP dba White Cap Construction Supply	ODP Supplies #25 VTMAE Hangar 2 Construction Supplies -- Airport	No	Owner Direct Purchase	35,429	Yes

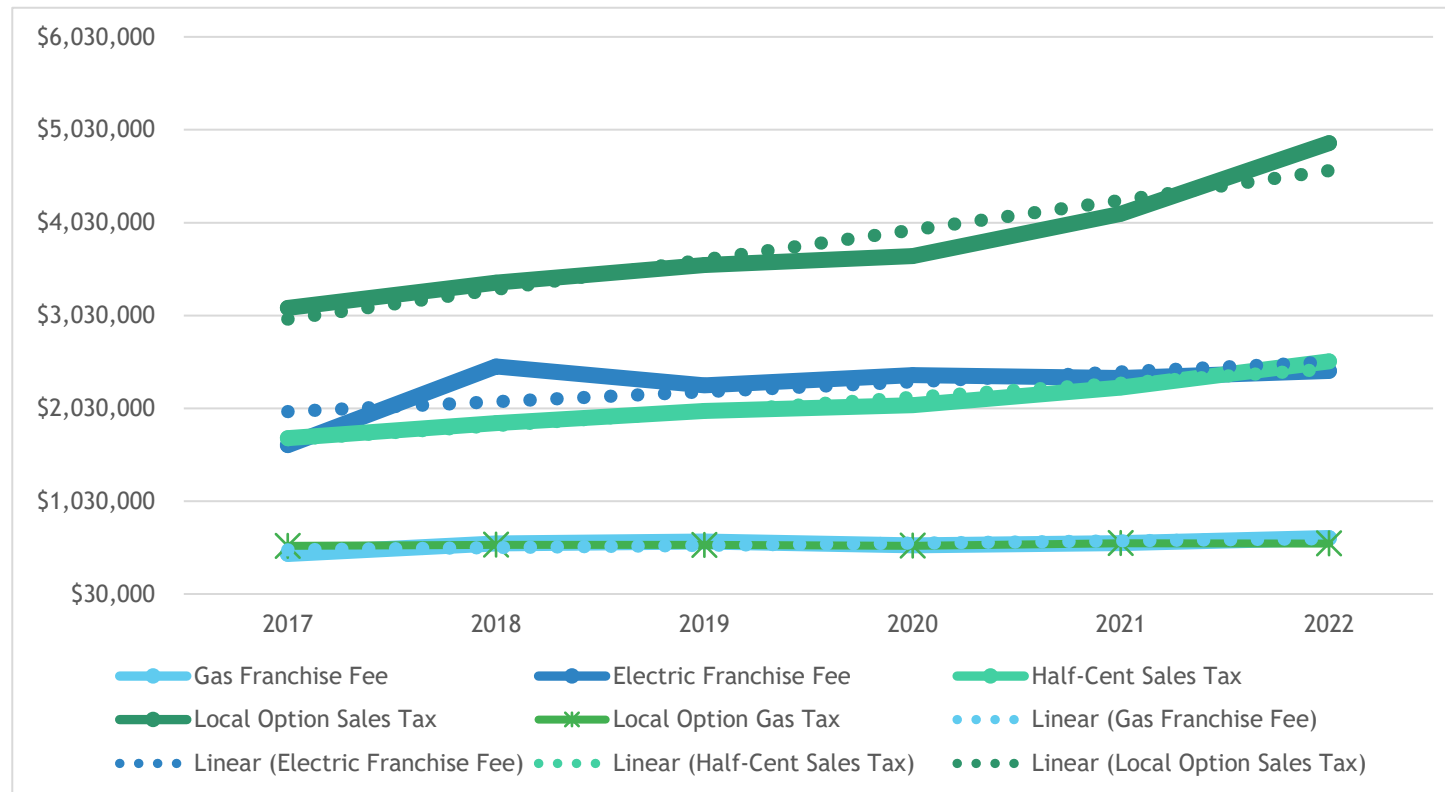
Financial Report

City of Pensacola

1st Quarter Financial Statements

Three Months Ending December 31, 2021

General Fund



- ▶ Gas Franchise Fee - Up 9% or \$52,252 from FY21
- ▶ Electric Franchise Fee - Up 3.26% or \$76,757 from FY21
- ▶ Half-Cent Sales Tax - Up 12.54% from FY21
- ▶ LOST - Up 18.45% or \$761,441 from FY21
- ▶ LOGT - Down -.65% or \$3,742 from FY21

Tree Planting Trust Fund

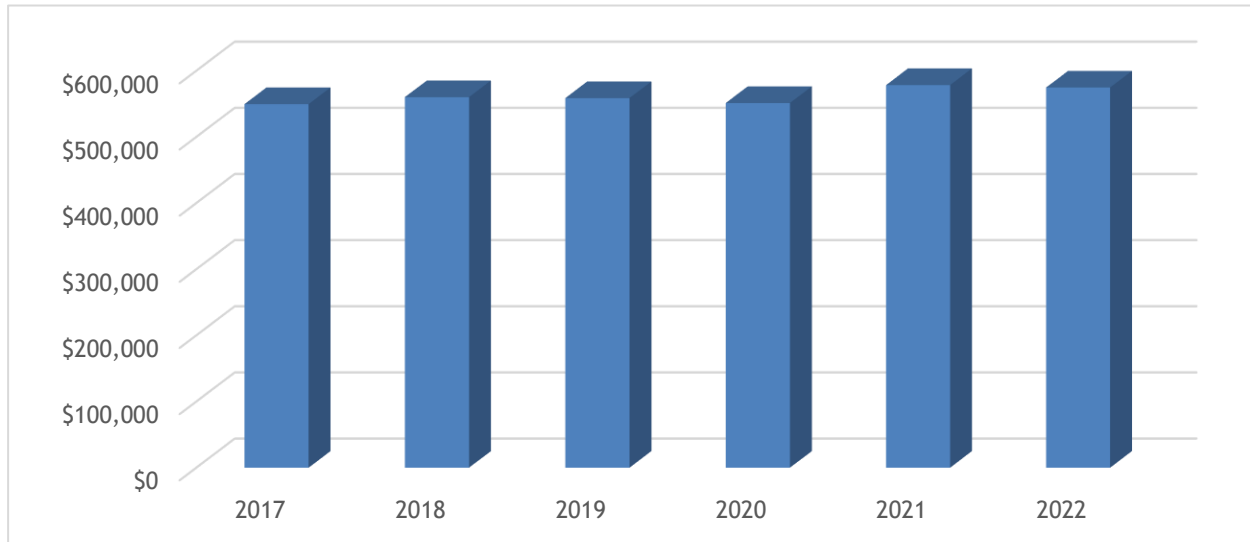
- ▶ Revenues and expenditures recorded in the General Fund
 - ▶ Total contributions plus interest income - \$45,248
 - ▶ \$10,000 of these funds has been appropriated for additional tree plantings/maintenance along Carpenter Creek
 - ▶ Expenditures/encumbrances - \$87,716
 - ▶ End of 2nd quarter unassigned fund balance - \$290,370
 - ▶ Assigned fund balance
 - ▶ Marketplace greenway - \$130,000
 - ▶ Tree replacement/City parks - \$150,000
 - ▶ City Council - \$49,424
 - ▶ Neighborhood grant - \$3,575

Housing Initiatives Fund

- ▶ Revenues and expenditures recorded in General Fund
 - ▶ 2nd quarter “Housing Initiatives Fund” total contributions \$43,214
 - ▶ “Housing Initiatives Fund” expenditures/encumbrances - \$17,818
 - ▶ End of 2nd quarter unencumbered balance for “Housing Initiatives Fund - \$488,616
 - ▶ Assigned fund balance is \$49,000
 - ▶ Allocated for personnel and operations that administrate the program

Special Revenue Funds

- ▶ Local Option Gasoline Tax Fund (LOGT)
 - ▶ Revenue was **\$3,742 less than the same point in FY21.**
 - ▶ Staff is monitoring trends to gauge impacts of current events

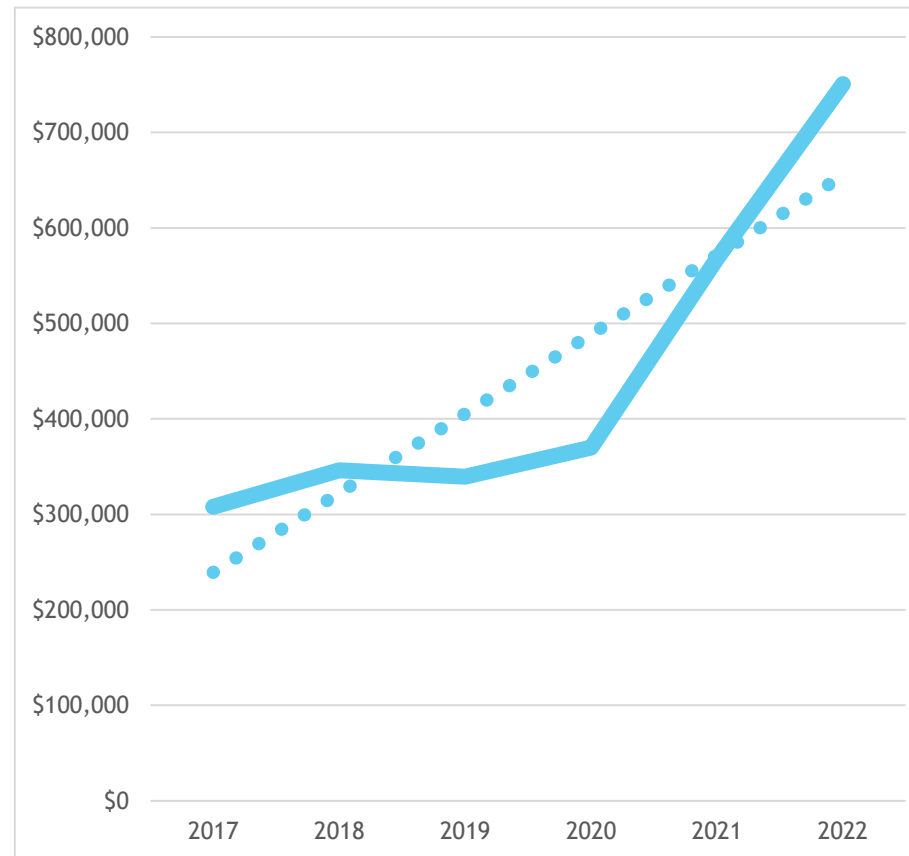


Special Revenue Funds - Parking Management Fund

- ▶ Parking Management Fund
 - ▶ Revenues exceeded expenditures by \$266,057
 - ▶ Revenues are \$215,844 more than the same point in FY21

Special Revenue Funds - Inspection Fund

- ▶ Inspection Services Fund
 - ▶ In Total Revenues Exceeded Expenditures By **\$342,415**
 - ▶ Revenues were **\$188,434** more than the Prior Year
 - ▶ Continued Strong Demand for Housing & Construction Activity



Legal Costs Schedule

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
RISK MANAGEMENT:		
COLLEEN CLEARY ORTIZ PA	\$42,445.31	Workers Compensation Claims
CLARK PARTINGTON HART LARRY	9,895.00	Claims and Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	29,778.49	Workers Compensation and Liability Claims
SNIFFEN & SPELLMAN PA	54,098.48	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	71,373.03	Claims and Litigation
SUBTOTAL:	<u>\$207,590.31</u>	
ST AEROSPACE:		
BEGGS & LANE	60,799.50	Airport VT Mobile Aerospace Engineering Project
SUBTOTAL:	<u>\$60,799.50</u>	
ALL OTHER LEGAL COSTS:		
		Administrative, Collective Bargaining and Employee
ALLEN NORTON & BLUE P A	29,895.42	Matters
BEGGS & LANE	10,885.00	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	10,765.50	Bond Counsel and CRA Matters
CARLTON FIELDS JORDEN BURT	7,942.50	Superfund and Other Environmental Matters
GALLOWAY, JOHNSON, TOMPKINS, BURR AND SMITH	2,507.00	Skanska Barge Matters
GRAY ROBINSON PA	14,049.44	Fee, Tax and Pension Plan Compliance
MCCARTER & ENGLISH LLP	2,520.02	Natural Gas Industry
PITTMAN LAW GROUP, PL	10,741.09	Council Districting
RAY, JR LOUIS F	21,097.00	Code Enforcement Special Magistrate
V. KEITH WELLS P.A.	4,000.00	Employee Personnel Board Attorney
SUBTOTAL:	<u>114,402.97</u>	
REPORT TOTAL:	<u>\$382,792.78</u>	

Recovery of Revenue Loss & Expense

Project	Estimated Cost	FY 21 Expenses	FY 22 Expenses	Remaining Balance	Status
Maritime Park	\$534,000	\$534,000	\$0	\$0	Complete
Parking	\$300,000	\$300,000	\$0	\$0	Complete
Recreation	\$786,500	\$786,500	\$0	\$0	Complete

Citizen Assistance

Project	Estimated Cost	FY 21 Expenses	FY 22 Expenses	Remaining Balance	Status
Homelessness Reduction Investment	3,000,000	\$0	\$114,345	\$2,885,655	In Progress
Vaccination Awareness Campaign	\$125,000	\$35,525	\$66,090	\$23,385	In Progress
Housing Assistance	\$2,000,000	\$0	\$40,500	\$1,959,500	In Progress

Personnel

Project	Estimated Cost	FY 21 Expenses	FY 22 Expenses	Remaining Balance	Status
Premium Pay	\$3,679,425	\$68,936	\$3,603,351	\$7,141	Complete
All Employees/Vaccination Incentive	\$58,572	\$48,720	\$9,240	\$612	Complete

Grant Compliance/Administration

Project	Estimated Cost	FY 21 Expenses	FY 22 Expenses	Remaining Balance	Status
Administration	\$320,000	\$31,866	\$54,804	\$233,330	Complete

Facilities Infrastructure

Project	Estimated Cost	FY 21 Expenses	FY 22 Expenses	Remaining Balance	Status
Building Infrastructure	\$1,000,000	\$22,012	\$24,754	\$953,234	In Progress
Audio/Video System Enhancements	\$250,000	\$16,840	\$10,189	\$222,971	In Progress
Council Chambers	\$350,000	\$0	\$0	\$350,000	In Progress
Upgrade Phone Services	\$65,000	\$0	\$0	\$65,000	In Progress

Stormwater

Project	Estimated Cost	FY 21 Expenses	FY 22 Expenses	Remaining Balance	Status
Main Street	\$1,679,003	\$0	\$0	\$1,679,003	Not Yet Started
Barrancas Ave.	\$600,000	\$0	\$0	\$600,000	Not Yet Started
Cordova Square	\$350,000	\$0	\$0	\$350,000	Not Yet Started
9 th Avenue	\$325,000	\$0	\$0	\$325,000	Not Yet Started

Recovery of Lost Revenue Projects

Project	Estimated Cost	FY 21 Expenses	FY 22 Expenses	Remaining Balance	Status
Bayview Erosion Rehabilitation	\$500,000	\$0	\$324	\$499,676	In Progress
Scenic Hwy/Chimney Property	\$15,000	\$4,435	\$0	\$10,565	On Hold
Palafox Restrooms	\$225,000	\$0	\$0	\$0	Not Yet Started
Summit Blvd. Road Diet	\$75,000	\$0	\$0	\$75,000	Not Yet Started
Street Sweeper	\$250,000	\$0	\$0	\$250,000	Not Yet Started
Arborist	\$242,662	\$0	\$20,727	\$221,935	Position Filled
Tree Canopy Study	\$145,743	\$0	\$0	\$145,743	In Progress
Solar Feasibility Study	\$46,000	\$0	\$18,657	\$27,343	Awaiting Closeout
Solar Canopy Cooperative	\$18,000	\$0	\$18,000	\$0	Completed
Tree Replacement Plan for Parks	\$34,595	\$1,323	\$9,775	\$23,497	Awaiting Closeout

Recovery of Lost Revenue Projects

Project	Estimated Cost	FY 21 Expenses	FY 22 Expenses	Remaining Balance	Status
PFAS Cleanup	\$200,000	\$0	\$64,027	\$135,973	In Progress
Covid Expenses	\$252,140	\$0	\$0	\$252,140	Awaiting FEMA Determination
I110 Camp	\$150,000	\$0	\$37,714	\$112,286	Awaiting Closeout
Cultural/Historical Affairs	\$478,755	\$0	\$0	\$478,755	In Progress
Maritime Museum/S Palafox	\$1,245	\$0	\$1,245	\$0	Completed
Journey to Juneteenth	\$20,000	\$0	\$0	\$20,000	In Progress
Skate Park	\$950,000	\$0	\$0	\$950,000	In Progress
Marina	\$127,000	\$0	\$0	\$127,000	Not Yet Started